



# BIDDING DOCUMENTS

FRAMEWORK CONTRACT FOR THE PROCUREMENT OF HEMOGLOBIN TEST  
STRIPS FOR IRMNCH PROGRAM FOR THE FY 2024-2025

**TENDER NO: PC-1/Hemo Test/IRMNCH/24-25**



**Director General Health Services  
Punjab**

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# Section-I: BIDDING DOCUMENTS



## PURCHASE CELL

DIRECTORATE GENERAL HEALTH  
SERVICES PUNJAB  
24-COOPER ROAD, LAHORE



Primary & Secondary  
Healthcare Department

Phone No. +924299201145 Purchase Cell E-mail- pcdghs@gmail.com

### INVITATION E-BIDS

Directorate General Health Services Punjab, 24-Cooper Road, Lahore invites sealed bids from the eligible bidders for procurement of Refrigerators for EPI Program & Hemoglobin for IRMNCH through open competitive bidding for the year 2024-25 on frame work contract basis.

T. E. NO. PC- 6/EPI/DEF/24-25		
T. E. NO. PC-1/HEMO TEST/IRMNCH/24-25		
Sr.	Name	Items with Specification
1	Deep Freezer for conditioned Ice Pack/Frozen Ice pack 15 Cubic Ft & above	As per Bidding Documents
2	Hemoglobin Test Strips	As per Bidding Documents

Last date and time of submission of tender	07/04/2025	11:00 A.M.
Date and time of opening of tender	07/04/2025	11:30 A.M.
Venue:	Purchase Cell, Directorate General Health Services Punjab, 24-Cooper Road, Lahore.	

Interested eligible bidders may get the Bidding Documents and detailed specifications are also available 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)) and may be downloaded free of cost.

Bidding will be conducted through Single Stage – Two Envelopes bidding procedure as per Rule 38 (2) (a) of Punjab Procurement Rules 2014. (Amended)

Bid duly completed and conformity with bidding documents must be submitted online on E-Pak Acquisition and Disposal System (EPADS) website ([Le http://punjab.eprocure.gov.pk](http://punjab.eprocure.gov.pk)). Original Bid security in favor of Directorate General Health Services Punjab in the shape of Bank Guarantee /CDR/Pay Order / Bank Draft / Call Deposit must be submitted physically at Purchase Cell, Directorate General Health Services Punjab, 24-Cooper Road Lahore. Bids submitted through EPADS shall only be entertained / accepted. The rate offered will be inclusive of all taxes levied by the Government. Bids will be opened in the presence of the bidders/representatives at Conference Room, Directorate General Health Services Punjab.

Note:

1. All assessments and procuring procedure i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules 2014 (Amended).
2. Bidders are advised to ensure uploading the bid on E-PADS Portal, well before the submission deadline, and not wait for the last date and time to upload the bid. Bid submission on E-PADS Portal shall entirely be the responsibility of the bidders. This office shall not be responsible for any issues.
3. This Directorate may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as provided under Rule -35 of Punjab Procurement Rules, 2014.

DIRECTOR GENERAL HEALTH SERVICES  
PUNJAB

## Section-II: Instructions to Bidders (ITB)

Note:- All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the later shall prevail.

### 2.1. Introduction

- 2.1.1 Scope of Bid**
- i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. The successful Bidders will be expected to deliver, install/ commissioning (where applicable) the goods within the specified period and timeline(s) as stated in the BDS.
  - ii) Bidding will be carried for the items which comes under the definition of drugs under Drugs Act 1976/DRAP Act 2012/Punjab Drugs Rules 2007/ Punjab Drugs Amendment Act 2017 for Drug items & Medical Devices Rules 2018.
- 2.1.2 Source of Funds**
- i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Bidding Documents has been issued.
- 2.1.3 Eligible Bidders**
- i) The Bidding document is open to all the firms registered and having established credentials as per tender requirement.
- 2.1.4. Eligible Goods and Services**
- i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.
  - ii) 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. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.
  - iii) The origin of goods and services is distinct from the nationality of the Bidder. *In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.*

**2.1.5. Cost of Bidding**

- i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

**2.1.6. One person one bid**

- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
- ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

**2.2. The Bidding Documents**

**2.2.1. Content of Bidding Documents**

- i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
  - (a) Request for Proposal
  - (b) Instructions to Bidders (ITB)
  - (c) Technical Specifications
  - (d) Bid Data Sheet
  - (e) General Conditions of Contract (GCC)
  - (f) Special Conditions of Contract (SCC)
  - (g) Schedule of Requirements
  - (h) Bid Forms
  - (i) Manufacturer’s Authorization Form
  - (j) Bidder Profile Form
  - (k) General Information Form
  - (l) Affidavit
  - (m) Bid Security Form

- (n) Technical Bid Form
  - (o) Specification compliance Form
  - (p) Contract Form
  - (q) Financial Bid Form / Price Schedule
  - (r) Performance Guarantee Form
  - (s) Check List
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
  - iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
  - iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

**2.2.2. Clarification of Bidding Documents**

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than **seven (7) days prior to the deadline for the submission of Bids** prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.
- iii) The Procuring Agency will **within three (3) working days** after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that

such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.

- iv) Copies of the Procuring Agency's response as prescribed in clause **ITB 2.2.2 (iii), above** will be uploaded on the website of procuring agency. The prospective bidders are advised to visit the website of procuring agency regularly for any clarification issued by the procuring agency vide **ITB 2.2.2 (iii), above**.
- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3**.
- vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents and by uploading same on the website of the procuring agency. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

**2.2.3. Amendment of Bidding Documents**

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, 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. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.
- ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-

14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

## 2.3. Preparation of Bids

- 2.3.1. Language of Bid**
- i) 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 the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.
- 2.3.2. Bid Form**
- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 2.3.3. Bid Prices**
- i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.
  - ii) Prices indicated on the Price Schedule shall be as per prescribed format given in Financial bid form / Price schedule (**form 8.10**).
  - iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
  - iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.
- 2.3.4. Bid Currencies**
- i) Prices shall be quoted in US Dollar (**US\$**), UK Pound (£), Euro (€), Japanese yen (¥) and Swiss franc (CHF) unless otherwise specified in the Bid Data Sheet.
- 2.3.5. Documents Establishing Bidder's Eligibility and Qualification**
- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
  - ii) 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 eligible as defined under ITB Clause 2.1.3.

- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
  - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer [*Manufacturer's Authorization form No. 8.3*] or producer to supply the same in Pakistan;
  - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
  - (c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**2.3.6. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.
- ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a **Certificate of Origin** issued at the time of shipment.
- iii) The documentary evidence of conformity of the goods and services to the Bidding documents (if required) may be in the form of literature, drawings, data and shall consist of:
  - (a) a detailed description of the essential technical and performance characteristics of the goods;
  - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and
  - (c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating **responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or

catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.

- v) Where a sample(s) is required by a procuring agency, the sample shall be:
  - (a) submitted as prescribed in the **BDS**;
  - (b) carriage paid;
  - (c) received on, or before, the closing time and date for the submission of bids; and
  - (d) Evaluated to determine compliance with all characteristics listed in the **BDS**.  
*{However, the procuring agency may also opt to ask for samples after submission of technical bids (where require)}*
- vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-
  - (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
  - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
- vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
- ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
- x) Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
- xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period

specified in the BDS following commencement of the use of the goods by the Procuring Agency.

- xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

### 2.3.7. Bid Security

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
  - (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for thirty (30) Days, beyond the prescribed Bid validity period in BDS.
- iv) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible, upon written request, after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

*“38(2)(a)(vii) the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:*

*provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency”.*

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vii) The Bid security may be forfeited:

- a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
- b. In the case of a successful Bidder, if the Bidder:
  - i. Fails to sign the contract in accordance with ITB Clause 2.6.3; or
  - ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
  - iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

**2.3.8. Period of Validity of Bids**

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

**2.3.9. Format and Signing of Bid**

- i) All bids should be submitted online on EPADS.
- ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.
- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.
- iv) Any interlineation, erasures, or overwriting shall not be accepted and such bid shall be rejected.
- v) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

**2.4. Submission of Bids**

#### 2.4.1 Sealing and Marking of Bids

Technical and financial offer shall be submitted through EPADs.

Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure of Punjab Procurement Rules, 2014. Bid duly completed and conformity with bidding documents must be submitted online on E-Pak Acquisition and Disposal System (EPADS) website (i.e. <http://punjab.eprocure.gov.pk> ).

- i) The offer should:
  - a) Be addressed to the Procuring Agency at the address given in the **BDS**; and
  - b) Bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Request for Proposal (ITB) title and number indicated in the **BDS**.

#### 2.4.2 Deadline for Submission of Bids

- i) Bids must be received online by the Procuring Agency as specified under BDS no later than the time and date specified in the Bid Data Sheet. Bids received through courier services shall not be entertained. **Bids submitted through EPADS shall only be entertained / accepted**
- ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- iii) Bids shall be received online by the Procuring Agency through EPADs specified under **BDS** no later than the date and time specified in the **BDS**.

#### 2.4.3. Late Bids

- i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
- ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

#### 2.4.4. Modification and Withdrawal of Bids

- i) The Bidder may modify or withdraw its Bid before the Bid's submission time.
- ii) No Bid may be modified or withdrawn after the deadline for submission of Bids.

- iii) 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 by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).

## 2.5. Opening and Evaluation of Bids

### 2.5.1. Opening of Bids by the Procuring Agency

- i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
- ii) The Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
- iii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
- iv) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- v) Bidders are advised to send a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.

- vi) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i)**.
- vii) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- viii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- ix) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.  
*[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]*

**2.5.2.  
Confidentiality**

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

**2.5.3. Clarification  
of Bids**

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of

the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
  - a) Evaluation & qualification criteria;
  - b) Required scope of work or specifications;
  - c) All securities requirements;
  - d) Tax requirements;
  - e) Terms and conditions of bidding documents.
  - f) Change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

#### 2.5.4. Preliminary Examination

- i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis:-
  - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
  - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. 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.

- iv) If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
  - a) Meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
  - b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
  - c) Has been properly signed;
  - d) Is accompanied by the required securities; and
  - e) Is responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

#### **2.5.5. Examination of Terms and Conditions; Technical Evaluation**

- i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

#### **2.5.6. Correction of Errors**

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
  - a) If there is a discrepancy between unit prices 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, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
  - b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

- c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8.**

**2.5.7. Conversion to Single Currency**

- i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

**2.5.8. Post-Qualification & Evaluation of Bids**

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided

by the Procuring Agency which must include clear cut instruction regarding item wise or package wise evaluation inclusive of prevailing taxes, duties, fees etc.

**2.5.9. Contacting the Procuring Agency**

- i) Subject to ITB Clause 2.5.3, 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 evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.
- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

**2.5.10. Grievance Redressal**

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iv) 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 Final evaluation reports. **In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report.** After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).

- v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

## 2.6. Award of Contract

### 2.6.1. Notification of Award

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter and by email to be confirmed in writing by registered letter, that **its Bid has been accepted**. In order to save time, the successful bidder through authorized representative can also receive the notification of award from procuring agency.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

### 2.6.2. Performance Guarantee

- i) Within seven (07) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

### 2.6.3. Signing of Contract/ Issuance of Purchase Order

- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form

provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order [as the case may be].

- ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, **within seven (07) days** of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
- iii) Subject to sub clause ii above, The contract is to be made on stamp paper(s) 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, which will be borne by the supplier.
- iv) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

#### **2.6.4. Award Criteria**

- i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

#### **2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award**

- i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).

#### **2.6.6. Procuring Agency's Right to Accept or Reject All Bids**

- i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.
- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any
- iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

#### **2.6.7. Re-Bidding**

- i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before

**2.6.8. Corrupt or Fraudulent Practices**

- doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.
- i) The Procuring Agency Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

*“(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:*

- 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. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. 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 process.”*

**ii) Blacklisting & Debarment:**

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

**Requirements & Procedure for Blacklisting & Debarment:**

As per S-17A of PPRA, Act, 2009:

**“17A. Blacklisting.** – (1) *A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.*

(2) *The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.*

(3) *Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.*

(4) *A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]*

As per rule 21 of PPR-14:

**21. Blacklisting.**–(1) *A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:*

(a) *acted in a manner detrimental to the public interest or good practices;*

(b) *consistently failed to perform his obligation under the Contract;*

(c) *not performed the Contract up to the mark; or*

(d) *indulged in any corrupt practice.*

(2) *If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:*

(a) *shall forward the decision to the Authority for publication on the website of the Authority; and*

(b) *may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.*

(3) *The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.*

(4) *Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.*

(5) *Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.*

(6) *The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.*

*As per Schedule appended with PPR-14:*

#### **SCHEDULE**

*see sub-rule (6) of rule 21*

#### **BLACKLISTING MECHANISM OR PROCESS**

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
  - (a) *precise allegation, against the bidder or Contractor;*
  - (b) *the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
  - (c) *the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
3. *The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file*

- the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
  7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
  8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
  9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
  10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
  11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
  12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
  13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
  14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
  15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
  16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*

17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”*

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

**2.6.9. Quantity and volume of the goods to be considered in mind**  
*[Framework Contract Modality]*

- i) While quoting the rate in a framework contract, the Bidder must consider the following facts:
- a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet.
  - b. The Bidder have to maintain the rates of the goods for the whole financial year.
  - c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected

**2.7 Compliance of DRAP Act 2012 and Rules framed thereunder**

All supplies will comply with the provision of DRAP Act 2012 and Rules framed there under, where applicable.

## Section-III. Technical Specifications

### 3.1. Technical Specifications

The bids fail to comply with the specifications will be rejected.

Sr. No.	Name of item with Specifications	Estimated unit Cost of the strip (PKR)	Total Quantity	Bid Security which is less than 5% (PKR)
01.	<b>1. HEMOGLOBIN TEST STRIPS:</b> <b>SPECIFICATIONS:</b> 1. Pack size of test strips must be 100 or less. 2. Accuracy: more than 96% 3. USFDA/JPMHLW/ CE marked by conformity assessment bodies (CABs) notified in NANDO database under the relevant European directive for medical devices of European Union will be accepted only / WHO prequalified. 4. The successful bidder will provide Hemoglobin meter with each 700 Hb strips free of cost.	75	45290	33968/-

**3.2 Country of Manufacturer:** as mentioned in technical specifications

**3.3 Country of Origin:** All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of Government of Pakistan.

**3.4. Quality Certification:** as mentioned in technical specifications

**3.5. Warranty:** as mentioned in technical specifications (N.A)

**3.6 Post Warranty (Service Level Agreement)**

N.A

## Section-IV: Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section II. Whenever there is a conflict, **the provisions herein shall prevail over those in ITB.**

A. Introduction														
BDS Clause #	ITB #	Amendments of, and Supplements to, Clauses in the Instruction to Bidders												
1.	2.1.1	<p><b>Name of Procuring Agency:</b> Director General Health Services, 24-Cooper Road, Lahore/ Program Director, IRMNCH, DGHS</p> <p><b>The subject of procurement is:</b> <b>FRAMEWORK CONTRACT FOR THE FRAMEWORK CONTRACT FOR THE PROCUREMENT OF HEMOGLOBIN TEST STRIPS FOR IRMNCH PROGRAM FOR THE FY 2024-2025</b></p> <p><b>The Mode of procurement is:</b> DDP basis.</p> <p>Lowest shall be determined on DDP Price. DDP Prices shall be inclusive of all type of applicable taxes.</p> <p><b>Place of Delivery of goods:</b> warehouse of DGHS/IRMNCH</p> <p><b>Period for delivery of goods:</b> FY 2024-25</p> <p><b>Commencement date for delivery of Goods:</b> The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by the Procuring Agency as per schedule of requirements mentioned in bidding documents: -</p> <p><b>Free delivery to Consignee's end (DDP) basis.</b></p> <table border="1" style="width: 100%; margin-top: 10px; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">SUPPLY SCHEDULE</th> <th style="width: 15%;">DELIVERY OF QTY. WITHOUT PENALTY</th> <th style="width: 15%;">GRACE PERIOD</th> <th style="width: 30%;">TOTAL DELIVERY PERIOD</th> </tr> </thead> <tbody> <tr> <td>Immediately after issuance of Contract / Purchase Order</td> <td style="text-align: center;">30 Days</td> <td style="text-align: center;">15 Days</td> <td style="text-align: center;">45 Days</td> </tr> <tr> <td>With penalty @ 0.10 % per day</td> <td colspan="3">After Completion of due delivery period specified against each installment penalty @ 3% per month (0.10 per day) shall be imposed maximum up to 10%. After which procuring agency may terminate contract and make the necessary arrangements</td> </tr> </tbody> </table> <p><b>Note:</b> Delivery schedule can be amended at the time of signing of contract / purchase order. Quantities can also be increased and decreased in the subsequent Purchase Orders as per requirements of the procuring agency in accordance with governing rules. Grace period will be the sole discretion of the procuring agency</p>	SUPPLY SCHEDULE	DELIVERY OF QTY. WITHOUT PENALTY	GRACE PERIOD	TOTAL DELIVERY PERIOD	Immediately after issuance of Contract / Purchase Order	30 Days	15 Days	45 Days	With penalty @ 0.10 % per day	After Completion of due delivery period specified against each installment penalty @ 3% per month (0.10 per day) shall be imposed maximum up to 10%. After which procuring agency may terminate contract and make the necessary arrangements		
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2.	2.1.2	<p><b>Financial year for the operations of the Procuring Agency:</b> FY 2024-25</p> <p><b>Name of Project / Grant (Development or Non Development):</b> Non-Development</p> <p><b>Name of financing institution:</b> Government of the Punjab</p> <p><b>Name and identification number of the Contract:</b> FRAMEWORK CONTRACT FOR PROCUREMENT OF HEMOGLOBIN TEST STRIPS FOR IRMNCH PROGRAM FOR THE FY 2024-2025</p> <p><b>Bid Reference No.</b> PC-1/Hemo Test/IRMNCH/2024-25,</p>
3.	2.1.3 (iv)	Joint venture is not allowed.
4.		<b>Ineligible country(s):</b> All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.
5.	2.3.6(iii)	<p><b>Demonstration of authorization by manufacturer:</b> The bidder shall submit the authorization by manufacturer as per Form 8.3.</p>
<b>B. Bidding Documents</b>		
6.	2.2.2	The address for clarification of Bidding Documents is Director General Health Services, 24-Cooper Road, Lahore
7.	2.2.2	<b>Pre-Bid meeting</b> Not applicable
8.	2.3.9	Technical Bid & Financial Bid to be submitted online on EPADs.
<b>C. Bid Price, Currency, Language and Country of Origin</b>		
9	2.3.1	Language of the bid will be <b>English</b> . The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.
10	2.3.3	<b>In case of Letter of Credit (LC),</b> Prices shall be quoted in US Dollar (US\$), UK Pound (£), Euro (€), Japanese yen (¥) and Swiss franc (CHF). The total price will be calculated by converting the price to Pak Rupees. The exchange rate as notified by the state bank of Pakistan, on the date of opening of Financial Proposal will be applied for conversion. (NOT APPLICABLE)
11.	2.3.4	<i>Prices shall be quoted on DDP basis in PKR. DDP prices shall be quoted in PKR inclusive of all applicable taxes.</i>
12.	2.1.4 (ii)	<b>Country of origin:</b> As specified in Technical Specifications.

<b>D. Preparation and Submission of Bids</b>		
<b>13.</b>	<b>2.1.3</b>	Evaluation criteria is described in sub-section “Bid Evaluation Criteria” of the Bid Data Sheet.
<b>14.</b>	<b>2.3.6</b>	Spare parts (N.A)
<b>15.</b>	<b>2.2.2</b>	<b>Bid shall be submitted to:</b> Bid duly completed and conformity with bidding documents must be submitted online on E-Pak Acquisition and Disposal System (EPADS) website i.e. <a href="http://punjab.eprocure.gov.pk">http://punjab.eprocure.gov.pk</a>
<b>16.</b>	<b>2.4.2</b>	<b>The deadline for Bid submission is</b> a) Day: <i>Monday</i> b) Date: <b>07.04.2025</b> Time: <b>11:00 hours</b>
<b>17.</b>	<b>2.5.1</b>	<b>Bid opening.</b> a) Day: <i>Monday</i> b) Date: <b>07.04.2025</b> Time: <b>11:30 hours</b> <b>Venue:</b> Committee Room, DGHS, 24-Cooper road, Lahore.
<b>18.</b>	<b>2.6.2</b>	<b>Amount of Performance Guarantee is (2%) two percent of the contract value.</b> Performance Guarantee will be in PKR.
<b>19.</b>	<b>2.3.8</b>	<b>Estimated Contract Price:</b> Bid Security shall be 1% of the estimated cost.
<b>20.</b>	<b>2.3.9</b>	<b>Bid validity period</b> after opening of the Bid is <b>180 days</b> .
<b>21.</b>	<b>2.3.9</b>	Number of copies of the Bid to be provided is zero.
<b>E. Opening and Evaluation of Bids</b>		
<b>22.</b>	<b>2.5.1</b>	<b>The Bid opening shall take place at:</b> Committee Room, Director General Health Services, 24-Cooper Road, Lahore Day: <i>Monday</i> Date: <b>07.04.2025</b> Time: <b>11:30 hours</b>
<b>23.</b>	<b>2.3.5</b>	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <b>Pakistan Rupee (PKR)</b> The source of exchange rate shall be: <i>State Bank of Pakistan</i> The date of exchange rate, if required for the purpose of comparison, shall be: <b>the date of financial bid opening.</b>
<b>F. Bid Evaluation Criteria</b>		
<b>24.</b>	<b>2.5.8</b>	<b>A. Technical Evaluation Criteria</b>  Failure to comply with any clause of Technical Evaluation Criteria will result in “ <b>Non-Responsiveness</b> ” of the bidder.  <b>Qualification:</b> a. Valid NTN & GST registration certificate b. The bidder (in case of manufacturer) will submit valid Manufacturing License.

		<ul style="list-style-type: none"> <li>c. Attach copy of Bid Security as mentioned in ITB 2.3.8 in the form of Irrevocable Bank Guarantee/ Bank call-deposit (CDR)/ Demand Draft (DD)/ Pay Order (PO) or Banker's cheque cashier's or certified Cheque or CDR from any scheduled bank (Upload copy of bid security with technical bid on EPADs and submit original bid security with covering letter till 07.04.2025 11AM).</li> <li>d. The bidder will provide Establishment Registration Certificate (In case of Imported products).</li> <li>e. The bidder will submit authorization letter (As at Annexures) for participation in the bidding process on behalf of the firm registered for medical devices (in case of authorized agent / authorized distributor). However, the registration/ enlistment holding firm will also be responsible for quantity &amp; quality of the product.</li> <li>f. Valid Drug Sale License (Where applicable)</li> <li>g. Valid Enlistment Certificate as per Medical Devices Rules 2018 of the quoted product issued by DRAP Pakistan. (Where applicable).</li> <li>h. Valid GMP certificate issued by DRAP (for local manufacturer).</li> <li>i. Valid quality certification as mentioned in technical specifications at Annex-1.</li> <li>j. The firm undertakes that currently it is not currently Blacklisted / Debarred by Procuring Agency/ PPRA on valid Rs.100 judicial stamp paper duly verified by notary public.</li> <li>k. The bid must comply with the advertised technical specifications of the quoted item. Incomplete offer will straightaway be rejected. Firm will also submit documentary evidence of complete specification along with affidavit on 100 Rupees judicial stamp paper that it will fulfill all requirements mentioned in Specifications after successful in bidding process.</li> <li>l. Bidder will provide cumulative Financial Turnover of last three consecutive financial years (i.e., 2021- 22, 2022-23 &amp; 2023-24) must not be less than 20 Million Rupees. Firm will provide FBR income tax returns for three last financial years i.e., years (i.e., 2021- 22, 2022-23 &amp; 2023-24)</li> <li>m. Bidder must have at least one-year experience of the quoted product in Public &amp; Private sector since 2018. The bidder shall provide (attach) copy of purchase orders/ delivery challan (DC) /Satisfactory Performance Report issued by the procuring agency / import documents. (This summary must be on stamp paper of Rs.100 duly legalized / notarized). The Purchase Orders /DC / Satisfactory Performance Report / import documents may be verified, and any false claim shall lead to disqualification/blacklisting of firm.</li> <li>n. The Bidder will submit an affidavit on Rs. 100/- judicial stamp paper (Notarized) stating the Bidder accepts all the terms and conditions as mentioned in Bidding Documents.</li> <li>o. The firm shall undertake on Rs.100/- judicial stamp paper legally notarized that the Information provided by the firm is in accordance with terms &amp; conditions of the Bidding documents.</li> </ul>
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- p. The Bidder must also submit the most recent “Professional Tax certificate” of the firm.
- q. The bidder shall provide 2 packs/samples of the quoted brand of each quoted item along with its bid for evaluation by END USER to verify the compliance of specifications.
- r. The bidder must submit manufacturer certificate of analysis showing shelf life of the product, which should be in accordance with the Enlistment/ Registration Certificate issued by DRAP to ascertain shelf life of product.

The bidder will submit the technical bid as per Form 8.8 Technical Bid Form.

### **B. Financial Bid Evaluation Criteria**

- i) 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.
- 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 (financial proposals of technically non-responsive Bidders shall be returned unopened). These financial proposals of technically responsive firms shall be then opened, and the total prices read aloud and recorded.
- 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 bidder will quote the financial bid as per Form 8.10 Financial Bid Form / Price Schedules.
- vi) The lowest evaluated bidder will be declared with all standard parameters as mentioned in technical specifications

**G. Award of Contract**

2.6.5	Percentage for quantity increase or decrease is: [ <i>As per provision of Punjab Procurement Rules 2014</i> ].
2.6.2	The <b>Performance Guarantee</b> shall be: as prescribed in BDS.
2.6.2	The <b>Performance Security (or guarantee)</b> shall be in the form prescribed in GCC Clause-7.3.

## Section-V: General Conditions of Contract

### 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 all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) “The Services” means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Agency” means the organization purchasing the Goods & Services, as named in SCC.
- (h) “The Procuring Agency’s country” is the country named in SCC.
- (i) “The Supplier” means the Bidder or firm supplying the Goods and Services under this Contract.
- (j) “The Project Site,” where applicable, means the place or places named in SCC.
- (k) “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. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2. For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from where the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

3.3. The origin of Goods and Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

#### **4. Standards**

4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

#### **5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.**

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 executing 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.

5.4. The Supplier shall permit the Procuring Agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Agency, if so required.

#### **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 Procuring Agency’s country.

#### **7. Performance Guarantee**

7.1. Within seven (07) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency

the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or
- (b) a Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque cashier's or certified Cheque or CDR.

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

## **8. Inspections and Tests**

8.1. 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. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.

8.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s) (if so allowed by the Procuring Agency), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.

8.3. Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.

8.4. The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring

Agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.

8.5. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

**9. Packing**

9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

**10. Delivery and Documents**

10.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2. Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the supplier to put up the bill".

10.3. For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms*

10.4. Documents to be submitted by the Supplier are specified in SCC.

**11. Insurance**

11.1. The Goods supplied under the Contract shall be delivered on DDP basis under which risk is transferred to the buyer after having been delivered, hence supply of goods is seller's responsibility. The 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.

**12. Transportation** 12.1. The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, including insurance and storage, as shall be specified in the Contract, and related costs shall be included in the Contract Price.

**13. Incidental Services** 13.1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. **(N.A)**

13.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:

- (i) the prevailing rates charged for other parties by the Supplier for similar services; and
- (ii) original price of goods.

**14. Spare Parts** 14.1. As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:  
Not applicable

- (a) such spare parts as the Procuring Agency may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the

Procuring Agency to procure needed requirements;  
and

- (ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

15.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. The Supplier further warrants that the supplied goods are in-compliance with the provisions of DRAP Act 2012/Medical Device (or latest) Rules framed thereunder.

15.2. This warranty shall be as specified in SCC.

15.3. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.

15.5. If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract/relevant provision of PPR-14 including Blacklisting.

**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 Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days

after submission of an invoice or claim by the Supplier, provided the work is satisfactory.

16.4. The currency of payment is **Pakistan Rupees (PKR) in case of DDP and in case of LC, the payment will be made in foreign currency.**

**17. Prices**

17.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.

**18. Change Orders**

18.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

**19. Contract Amendments**

19.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. The manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints shall allow no variation in finalized brands / makes/models 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.

**20. Assignment**

20.1. The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

**21. Sub-contracts**

21.1. The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification,

in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2. Subcontracts must comply with the provisions of GCC Clause 20.

**22. Delays in the Supplier's Performance**

22.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements-

22.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, 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.

22.3. Except as provided under GCC Clause 25, 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 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.

**23. Liquidated Damages**

23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

**24. Termination for Default**

24.1. 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 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 22;

- (b) if the Supplier fails to perform any other obligation(s) under the Contract; or
- (c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

*“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:*

*(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:*

- 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. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. 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 process*

24.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**25. Force Majeure**

25.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination 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.

25.2. For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of “Force Majeure”.

25.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. 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 all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning “Force Majeure” may be decided through means given herein below.

**26. Termination for Insolvency**

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

**27. Termination for Convenience**

27.1. The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2. The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**28. Resolution of Disputes**

28.1. After signing the contract or issuance of purchase order, 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.

28.2. 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 for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

**29. Governing Language**

29.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, 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 the same language.

**30. Applicable Law**

30.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

**31. Notices**

31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

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

**32. Taxes and Duties**

32.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be.

- 33. Price Reasonability.** The prices quoted shall not be more than the MRP (Maximum Retail Price)/Bench Mark Price fixed by the Federal Government under DRAP Act, 2012 and rules framed there under.
- 34. DRAP Act 2012 and Rules framed there under Compliance** All supplies will comply with the provision of DRAP Act 2012 and Rules framed there under.

## Section-VI. Special Conditions of Contract

### SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

**1. Definitions (GCC Clause 1)**

GCC 1.1 (g)—The Procuring Agency is:

Director General Health Services, 24-Cooper Road Lahore/ Program Director/IRMNCH

GCC 1.1 (h)—The Procuring Agency’s country is: Pakistan

GCC 1.1 (i)—The Supplier is: M/s\_\_\_\_\_

**2. Country of Origin (GCC Clause 3)**

As specified in tender documents.

**3. Performance Guarantee (GCC Clause 7)**

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be as prescribed in BDS.

GCC 7.4—the Performance Guarantee shall be retained for to cover the Supplier’s warranty obligations or defect liability period in accordance with Clause GCC 15.2

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

**4. Inspections and Tests (GCC Clause 8)**

GCC 8.6—Inspection and tests of Goods and at final acceptance are as follows: Inspection shall be made through designated inspection committee of the Department at port and warehouse.

**4.1 Training**

- i) The supplier shall arrange hands on training of pertaining to usage as per modules of manufacturer and shall also provide complete details of the quoted product.
- ii) **4.1.2.** 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 in the LC clauses, the goods shall not be supplied unless a satisfactory inspection report has been issued in respect of those Goods by the Procuring Agency. However, if the Supplier proves an undue delay in conduct of inspection on the part of Procuring Agency, the Supplier shall not be liable for penalty on account of that delay. The cost of such lab tests shall be borne by the Manufacturer/ Supplier.

**4.1.3** 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.

**4.1.4** 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.

**4.1.5** Nothing in GCC Clause 20 shall in any way release the Supplier from any warranty or other obligations under this Contract.

#### **4.2 Post Delivery Inspection:**

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

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

#### **5. Packing (GCC Clause 9)**

The goods shall comply the following packing instructions in addition to GCC Clause 9.

##### **a). Labeling and Packing**

- i. The manufacturer/importer /sole agent /distributor/subsidiary shall follow the Medical Devices Labelling and Packaging requirements, framed under DRAP Act 2012 /Medical Devices Rules 2017.

#### **6. Delivery and Documents**

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring Agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail/submit the following documents to the Procuring Agency:

**In case of Letter of Credit (LC):** Draft LC along with following documents:

- i. copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- ii. original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- iii. Original and two copies of the packing list identifying contents of each package;
- iv. insurance certificat ;

- v. Manufacturer's or Supplier's warranty certificate;
- vi. Certificate of origin.

The following documents will be delivered at installed sites;

- a. Operational Manuals of the medical equipment
- b. Service Manuals indicating step by step service/ maintenance protocols of each of the equipment.
- c. Periodic Preventive Maintenance schedules with recommended list of parts/ kits to be replaced during PPM.
- d. Any other requirement by the procuring agency.

**In case of DDP:**

- i. copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount.
- ii. Inspection report
- iii. Delivery Challan

The following documents will be delivered at installed sites;

- a. Operational Manuals of the medical equipment
- b. Service Manuals indicating step by step protocols of each of the equipment.
- c. Periodic Preventive Maintenance schedules with recommended list of parts/ kits to be replaced during PPM.
- d. Any other requirement by the procuring agency.

## **7. Insurance**

GCC 11.1— The Goods supplied under the Contract shall be as specified in the schedule of Requirement. Insurance coverage is sellers responsibility. Since the Insurance is sellers responsibility they may arrange appropriate coverage. The 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.

## **8. Incidental Services (GCC Clause 13)**

GCC 13.1—Incidental services to be provided are:

- i. The Supplier shall arrange such transportation goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement. The goods shall be delivered ensuring quality, quantity, safety & efficacy of supplied cardiac stents and other cardiac surgery devices.
- ii. All costs associated with the transportation including loading/unloading of goods and road taxes shall be borne by the Supplier.

## **9. Spare Parts**

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible.

## **10. Warranty**

Warranty will be as specified in tender documents. The Supplier further warrants that the supplied goods are in-compliance with the provisions of DRAP Act 2012/Medical Device Rules framed thereunder.

## 12. Payment (GCC Clause 16)

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

1. In case of **imported goods/CFR basis**; the payment will be made 100% via establishing the LC in favour 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. The procuring agency may define its own financial values for the establishment of LC, in case of any special requirement
2. The amount of Letter of Credit shall be paid to beneficiary/Manufacturer on production of the following non-negotiable documents.
  - i. Draft.
  - ii. Three original and two copies of the Supplier's Invoice showing purchaser as Secretary, Health, Government of Punjab, Pakistan, the Contract No., Goods description, quantity, unit price and total amount. Invoice must be signed in original stamped or sealed with company stamp or seal.
  - iii. Four Copies of packing list identifying content of each package.
  - iv. One original and two copies of the negotiable, clean, on board through bill of lading marked "freight prepaid" and showing purchaser as Secretary Health.
  - v. Copy of insurance certificate showing purchaser as the beneficiary;
  - vi. The original of the manufacturer's warranty certificate covering all items supplied;
  - vii. One original copy of the Supplier's Certificate of origin covering all items supplied.
  - viii. Test/ Inspection Certificate of manufacturers.
  - ix. Compliance Report of Internal Quality Standards.
  - x. Product model, serial numbers.
  - xi. 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. 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.

## 13. Prices (GCC Clause 17)

GCC 17.1—Prices shall be fixed and shall not be adjusted.

## 14. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: 0.10% of the contract value per day after the period specified in the schedule of requirement

Maximum deduction: **10%**

## **15. Resolution of Disputes (GCC Clause 28)**

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

- i. As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.
- ii. 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.

## **16. Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be **English**.

## **17. Applicable Law (GCC Clause 30)**

GCC 30.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan).

## **18. Notices (GCC Clause 31)**

GCC 31.1—Procuring Agency’s address for notice purposes: will be inserted at the time of contract.

—Supplier’s address for notice purposes: will be inserted at time of contract

## **19. Execution of Warranty**

19.1 A Log Book for the medical equipment which needs regular after sales services 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.

19.2 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.

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

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

19.5 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.

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

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

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

19.9 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  |

19.10 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.

19.11 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.

19.12 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.

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

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

19.15 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.

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

19.17 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.

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

19.19 The Warranty period of PCR System shall be completed till the consumption of all the order kits thereof, and contract shall be concluded accordingly unless contract amendment or extension is not granted.

## **20. Training**

**20.1** The Supplier shall arrange the necessary arrangements for training of end user

## **21. General:**

**21.1** The imported goods shall be of Origin as mentioned in criteria/bidding documents. unless otherwise any other country of manufacturer is mentioned in specifications however their delivery/ provision may vary according to geographical location of their factories.

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

**21.3** 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 where applicable). A clearance letter/NOC will be issued by the Concerned Program.

**21.3 (a)** The supplier will arrange the clearance of consignment on the behalf of procuring agency and will deliver the same to the delivery place specified by the procuring agency on prepaid freight basis. All clearance charges will be borne by the supplier. The procuring agency will provide the related documents at any stage for custom clearance purpose (in case of CFR basis)

**21.4** 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, 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 CFR or free delivery consignments.

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

**21.6** The Supplier shall arrange the necessary arrangements for training of hospital staff including doctors, technician, paramedical staff and biomedical engineers (if required specifically in the criteria/specifications).

**21.7** 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 (if required specifically in the criteria/specifications).

## Section-VII. Schedule of Requirements

### 7.1 Schedule of Requirements

The supplies shall be delivered in accordance with the terms & conditions of the contract as per following schedule of requirements

SUPPLY SCHEDULE	DELIVERY OF QTY. WITHOUT PENALTY	GRACE PERIOD	TOTAL DELIVERY PERIOD
Immediately after issuance of Contract / Purchase Order	30 Days	15 Days	45 Days
With penalty @ 0.10 % per day	After Completion of due delivery period specified against each installment penalty @ 3% per month (0.10 %per day) shall be imposed maximum up to 10%. After which procuring agency may terminate contract and make other necessary arrangements		

- i. The delivery period will start from the date of;
  - ❖ opening of Letter of Credit (LC) in case of CFR mode
  - ❖ issuance of purchase order in case of DDP mode.
- ii. The procuring agency may increase or decrease the quantities at the time of contract. In case of increase in quantity, the maximum limit will be 15% of the original quantity on the analogy of rule-59 (c)(iv) of PPR-14.
- iii. The supplying firm will follow manufacturer guidelines to ensure the safety of the goods during transportation and storage.

## Section-VIII: Forms

### 8.1 Bid Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with the Bid, in case of Single Stage One Envelope Procedure and with the Financial Bid, in case of Single Stage Two Envelope Procedure]*

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

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

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* 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 will obtain the guarantee of a bank in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.9 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 *(if required)*, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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 agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

*(if none, state "none")*

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## 8.2 Bidder's JV Members Information Form (N.A)

*{To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad, to be attached with Technical Bid in addition to the JV agreement}*

*{The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture}.*

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.  <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**Form 8.3 FOREIGN MANUFACTURER DECLARATION**  
(on letter head of the manufacturer)

To

**Director General Health Services**  
**24-Cooper road, Lahore**

Dated:

I declare that:

- I am \_\_\_\_\_ the authorized representative of the firm M/s \_\_\_\_\_ specified in this Bidding Documents as the "Manufacturer" for the purpose of bidding of equipment as per following detail;

Sr.No.in the list	Name of the Equipment, Manufacturer and & Manufacturer country	Production Country	Manufacturing Quality Standards Compliance Certificate (s)	Product Quality Standards Compliance Certificate (s)

- M/s \_\_\_\_\_ is our **Authorized** distributor in Pakistan for the last years. (Please attach **copies of first and last certificate(s)**).
- Our Firm will abide by all the rules and regulations, formulated by the Government of the Punjab, Pakistan reference to this particular case and notify all changes and variations to the Product, its manufacturing status and change of Distributor.
- We confirm that our Distributor M/s \_\_\_\_\_ has the requisite technical personnel and tools required to service/ maintain the above-mentioned equipment.
- The firm takes the responsibility to fulfill all warranty as per DRAP Act.
- All the information provided in pursuance with this declaration is current and correct.
- We are bound to give any information to the department regarding this tender which may approach through website \_\_\_\_\_ and email \_\_\_\_\_.

Name of the Firm: \_\_\_\_\_

Name & capacity of the Authorized Contact Person: \_\_\_\_\_

Signature of the Authorized Contact Person: \_\_\_\_\_

Date: \_\_\_\_\_ Stamp of the Firm: \_\_\_\_\_

\_\_\_\_\_  
*[Signature for and on behalf of Manufacturer]*

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

### 8.4. Bidder Profile Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

Sr.#	Particulars
1.	Name of the company:
2.	<b>Registered Office:</b>
Address:	
Office Telephone Number:	
Fax Number:	
3.	<b>Contact Person:</b>
Name:	
Personal Telephone Number:	
Email Address:	
4.	<b>Local office if any:</b>
Address:	
Office Telephone Number:	
Fax Number:	
5.	<b>Registration Details:</b>

a) Audited Financial Statement Attachment/Income Tax Returns (Last 03 years )

Yes	No
-----	----

b) Details of Experience (Last 05 Years)

(ii)	Value of total Projects/Tenders/POs	Amount

c) Staff Detail and last month Payroll

Yes	No
-----	----

### 8.5. General Information Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			Sales Tax Registration No	
PRA Tax No.				
No. of Employees			Company's Date of	
			Formation	

\*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

## 8.6. Affidavit

*[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]*

**Name:** \_\_\_\_\_

*(Applicant)*

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is not currently blacklisted by the Procuring agency.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.

*[Name of the Contractor/ Bidder/ Supplier]* undertakes to treat all information provided as confidential.

*Signed by an authorized Officer of the company*

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

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

### 8.7. Performance Guarantee Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

To,

[name and address of the Procuring Agency]

**WHEREAS** (Name of the Contractor/ Supplier) \_\_\_\_\_ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE "PROVISION OF \_\_\_\_\_" procurement of the following:

1. [Please insert details].

(Here in after called "the Contract").

**AND WHEREAS** it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

**AND WHEREAS** we have agreed to give the Contractor a Guarantee;

**THEREFORE WE** hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, 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 Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, or \_\_\_\_\_ [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_

### 8.8. Technical Bid Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr. No.	Item name	Brand name with Country of Manufacturer	Make & model	Quantity	Country of Origin

Bid Validity: \_\_\_\_\_

Delivery Period: \_\_\_\_\_

Stamp & Signature of Bidder \_\_\_\_\_

### 8.8 (a). Specification Compliance Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

Sr. No.	Advertised Specifications	Offered Specifications	Compliance Status (with evidence i.e. page)

Stamp & Signature of Bidder \_\_\_\_\_

## 8.9. Contract Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

CONTRACT FORM  
(FRAMEWORK CONTRACT)  
AS PPR 2014, (amended) Rule 15

### AGREEMENT

**THIS CONTRACT** is made at on \_\_\_\_\_ day of 202\_, between the Directorate General Health Services, Punjab, Government of the Punjab, 24-Cooper Road, Lahore, (hereinafter referred to as the “Purchaser”) of the First Part; and M/s (firm name) a firm registered under the laws of Pakistan and having its registered office at (address of the firm) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

**WHEREAS** the Purchaser invited bids for procurement of goods, in pursuance whereof M/s (firm name) being the Manufacturer/ authorized sole agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and

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

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

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

1. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
  - a. This Contract Form
  - b. Conditions of Contract
  - c. The Schedule of Requirements, Delivery Schedule & the Technical Specifications
  - d. Price Schedule
  - e. Payment Schedule
  - f. The General Conditions of Contract
  - g. Performance Guarantee/Security
  - h. Manufacturer’s Certificate of warranty
  - i. Notification of Award
  - j. Integrity Pact
2. **Interpretation:** In this Agreement/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/Agreement”:

### SPECIAL CONDITIONS OF THE CONTRACT

3. This contract shall remain valid for one year from the date of signing, unless amended by mutual consent.
4. The Supplier declares as under:
  - i. *[Name of the Supplier]* hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
  - ii. Without limiting the generality of the foregoing, *[the Seller/ Supplier]* represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.
  - iii. *[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
  - iv. *[The Supplier]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.
  - v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Supplier]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Supplier]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.
  - vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Additional Chief Secretary or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be

final and binding on the Parties.

**5. Items to be Supplied & Agreed Unit Cost:**

- (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex C).

(ii) Each Items supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specification (Annex B) prescribed by the Purchaser against each item

(iii) The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.

6. **Payments:** The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

7. **Mode of Payment:** All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier's name]

8. **Payment Schedule:** All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule at Annex F.

9. **Performance Guarantee/Security:**

(i) The Supplier, within 07 days of issuance of AAT, shall provide to the Purchaser a Performance Security in the form of an Irrevocable Bank Guarantee equivalent to 2% of the total Contract amount having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Supplier upon successful completion of the Contract.

(ii) Failure to submit a Performance Guarantee/Security shall result into Cancellation of Contract and initiation of legal action against the firm.

10. **Penalties/ Liquidated Damages**

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

(ii) After the cancellation of the Contract no supplies shall be accepted and the full amount of Performance Guaranty/Security shall be forfeited.

(iii) If the Supplier fails to supply the whole consignment and not able to deliver the item/I, the entire amount of Performance Guaranty/Security shall be forfeited to the Government account and the firm may be blacklisted for future participation.

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

(v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, **a penalty @ 0.10% per day upto 10% of the total contract amount shall be imposed.**

11. **Product Specifications**

*(Detailed technical specifications, given in Section III, will be followed)*

**12. Labeling and Packing**

- i. The name of Product (Generic &/ Brand), equally prominent, should be printed/ written in indelible ink in English on the outer cartons and on each Pack. Besides the name and principal place of business of the Manufacturer, manufacturing date/ Lot No, expiry date, should also be written on the outer carton and on the most inner container.

**13. Additional instructions for packing**

- i. The suppliers are required to furnish the manufacturing date certificate.
- ii. The following wording/insignia shall be printed/stamped in bold letters in Urdu or English in indelible ink on each carton/ pack:

*"PUNJAB GOVERNMENT PROPERTY"  
"NOT FOR SALE"*

**14. Shelf life**

- i. The shelf life must be up to **80%** for locally manufactured items and **75%** for imported items.
- ii. For locally manufactured items the lower limit of the shelf life must be 80% and for imported items the lower limit of the shelf life must be up to **70% with imposition of 1% penalty on each 1% shortfall in shelf life** below prescribed limit.

**15. Testing/Verification Procedures**

- i. The consignee's end shall receive the supplies as per the signed contract. The Inspection Committee will be notified by the Procuring Agency which will inspect Goods (serial no, batch/lot wise etc.) as per contracted specifications and approved sample.
  - a. The Samples from the supplied stock shall undergo laboratory analysis from two Government Institutions. The selection of laboratory for test/analysis will be decided by the Inspection Committee/Consignee. The report of the testing laboratory shall be conclusive & final.
  - b. The goods shall be acceptable subject to physical inspection and standard test/analysis report.
  - c. The **cost of the lab tests & samples** shall be borne by the Supplier.
- ii. In case of **substandard/failure/not as per label claim** report of any batch/Lot, the Supplier will be intimated and they will be bound to re-supply the **entire fresh stock** of that batch **free of cost** within the reasonable time period to be intimated by the purchaser/consignee but not later than **21 days (three weeks)** from the date of intimation, which will be subject to completion of all testing and verification formalities. The stock declared substandard/failed/not as per label claim may undergo retesting to an appellate laboratory selected by the Consignee. In case of standard test/analysis report from appellate laboratory, the stock will be provided to the supplier. In case of substandard/failed/not as per label claim report from the appellate laboratory, the stock will be destroyed in the presence of committee so notified and representative of the supplier at the expense of the suppliers.
- iii. The Inspection Committee can reject the supplied store, even if it is declared of standard

quality by the Testing Laboratory, if found not according to the approved sample and other technical specifications like packaging, labeling, printing and quantity etc. Moreover, the Supplier will also be responsible to replace the unconsumed expired stores without any further charges.

**16. Transportation/Delivery Requirements**

- i. The Supplier shall arrange such transportation of the items as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement. The goods shall be delivered through reputable courier service having following features to ensure quality, quantity, safety & efficacy of supplied items:
  - a. Traceable online dispatch and delivery record
  - b. Dispatch facilities as per labeled requirements of medicines like maintenance of temperature, humidity etc. of the supplies
- ii. All costs associated with the transportation including loading/unloading of items and road taxes shall be borne by the Supplier.
- iii. All **cold chain (perishable)** items must be delivered in a safe and proper manner, prescribed for such types of items.

**17. Insurance of Local Goods**

- i. 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 of the medical equipment.
- ii. Checking and verifying of consignments, issuance of receiving reports and damage reports (when applicable) shall be the Contractor's responsibility.

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

**18. Payment**

- i. *100% Payment to the Suppliers will be made by the concerned Purchaser/Disbursing & Drawing Officer (DDO);*
  - a. *against satisfactory performance and upon submission of required documents and in accordance with the procedure mentioned in Rule 64 and other relevant rules of PPR-2014.*
  - b. *on production of Inspection Certificate and receipt certificate from Consignee, after recovery of Government dues (if any) including Professional Tax and DTL Testing Charges.*

*Part Supply as per given delivery schedule and Part Payment is allowed as per contract/purchase order, the Payment will only be made after the receipt of complete supply according to purchase order issued as per schedule mentioned in schedule of requirement within due time.*

**19. Packing (Export)**

- i. Usual export packing to ensure safe journey up to the site of consignee.

**20. Trans-shipment**

Trans-shipment is not allowed.

**21. Place of delivery**

The place of delivery will be Provincial Store of IRMNCH

**22. Inspection.**

- i. The purchaser or its representative shall have the right to inspect and / or to the test the goods in accordance with the procedure given in SCC to confirm their conformity to the contract specifications at no extra cost to the purchaser.
- ii. All costs associated with testing shall be borne by the supplier.
- iii. The purchasers right to inspect, test and where necessary rejects the goods after the goods either at supplier premises or upon arrival at purchaser’s destinations shall in no way limited or waived by the reason of the goods having previously been inspected, tested and passed by the purchaser of its representatives prior to the goods delivery from the point of supply or manufacturing.
- iv. Nothing in this clause shall in any way release the supplier from any warranty or other obligations under this contract.
- v. The Inspection Committee will carry out detailed physical examination of stocks and can reject, even if it is declared of standard quality by laboratory, if found not according to the approved sample and other technical specifications like packaging, labeling, printing and quantity etc. Moreover, the Supplier will also be responsible to replace the unconsumed expired stores without any further charges.

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

**For the Purchaser**

Director General Health Services, Punjab

24-Cooper, Road, Lahore.

**For the Supplier:**

---

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

---

**Signed/ Sealed: For The Manufacturer/ Authorized Supplier/ Authorized Agent.**

**Sealed & Signed on behalf of Procuring Agency**

**Name of Contractor Designation in the Firm**

*Director General Health Services, Punjab Primary & Secondary Healthcare Department*

**Witnesses-1 on behalf of the Contractor**

**Witnesses-1 on behalf of the Procuring Agency**



(DDP Items)

[

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

Tender No. and the name of the package/Tender \_\_\_\_\_

Item. No.	Name of Item (As listed in invitation of bid)	Make	Model	Country of Origin	Country of Manufacturer	Supplier	Qty	Unit Price (Rs)	Total Price for each item (Rs)
<b>Total Package Cost (Rs.)</b>									

**Note:**

In case of difference between unit price and total price, unit price shall prevail and total price shall be “final”. *(Please refer ITB clause 2.5.6).*

In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.

**Note:**

The comparison of the financial bids will be calculated on the basis of complete package price (aggregate price of C&F and DDP items). For comparison, the prices quoted in foreign currencies will be converted to PKR. The exchange rate of the date of opening of Financial Proposal will be applied for conversion

Stamp & Signature of Bidder \_\_\_\_\_

## 8.11. Bid Security Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]*

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Procuring Agency]* (hereinafter called “the Procuring Agency”) in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

---

*[Signature of the bank]*

## Form 8.12 Bid Evaluation Sheet (Template)

Part-I Commercial Parameters		
Sr. No.	Evaluation Parameters	M/S ABC
1.	Valid NTN & GST registration certificates	Yes / No
2.	The bidder (in case of manufacturer) will submit valid Manufacturing License.	Yes / No
3.	Attach copy of Bid Security as mentioned in ITB 2.3.8 in the form of Irrevocable Bank Guarantee/ Bank call-deposit (CDR)/ Demand Draft (DD)/ Pay Order (PO) or Banker's cheque cashier's or certified Cheque or CDR from any scheduled bank (Upload copy of bid security with technical bid on EPADs and submit original bid security with covering letter till 07.04.2025 11AM).	Yes / No
4.	The bidder will provide Establishment Registration Certificate (In case of Imported products).	Yes / No
5.	The bidder will submit authorization letter (As at Annexures) for participation in the bidding process on behalf of the firm registered for medical devices (in case of authorized agent / authorized distributor). However, the registration/ enlistment holding firm will also be responsible for quantity & quality of the product.	Yes / No
6.	Valid Drug Sale License (Where applicable)	Yes / No
7.	Valid Enlistment Certificate as per Medical Devices Rules 2018 of the quoted product issued by DRAP Pakistan. (Where applicable).	Yes / No
8.	Valid GMP certificate issued by DRAP (for local manufacturer).	Yes / No
9.	Valid quality certification as mentioned in technical specifications.	Yes / No
10.	The firm undertakes that currently it is not currently Blacklisted / Debarred by Procuring Agency/ PPRA on valid Rs.100 judicial stamp paper duly verified by notary public.	Yes / No
11.	The bid must comply with the advertised technical specifications of the quoted item. Incomplete offer will straightaway be rejected. Firm will also submit	Yes / No

	documentary evidence of complete specification along with affidavit on 100 Rupees judicial stamp paper that it will fulfill all requirements mentioned in Specifications after successful in bidding process.	
12.	Bidder will provide cumulative Financial Turnover of last three consecutive financial years (i.e., 2021-22, 2022-23 & 2023-24) must not be less than 20 Million Rupees. Firm will provide FBR income tax returns for three last financial years i.e., years (i.e., 2021- 22, 2022-23 & 2023-24)	Yes / No
13.	Bidder must have at least one-year experience of the quoted product in Public & Private sector since 2018. The bidder shall provide (attach) copy of purchase orders/ delivery challan (DC) /Satisfactory Performance Report issued by the procuring agency / import documents. (This summary must be on stamp paper of Rs.100 duly legalized / notarized). The Purchase Orders /DC / Satisfactory Performance Report / import documents may be verified, and any false claim shall lead to disqualification/blacklisting of firm.	Yes / No
14.	The Bidder will submit an affidavit on Rs. 100/- judicial stamp paper (Notarized) stating the Bidder accepts all the terms and conditions as mentioned in Bidding Documents.	Yes / No
15.	The firm shall undertake on Rs.100/- judicial stamp paper legally notarized that the Information provided by the firm is in accordance with terms & conditions of the Bidding documents.	Yes / No
16.	The Bidder must also submit the most recent "Professional Tax certificate" of the firm.	Yes / No
17.	The bidder shall provide 2 packs/samples of the quoted brand of each quoted item along with its bid for evaluation by END USER to verify the compliance of specifications.	Yes / No
18.	The bidder must submit manufacturer certificate of analysis showing shelf life of the product which should be in accordance with the Enlistment/ Registration Certificate issued by DRAP to ascertain shelf life of product	Yes / No
<b>BID STATUS</b>		<b>Responsive / Non Responsive</b>

## Section IX- Check List

*[To be signed and stamped and presented on Bidder's letter head pad]*

The provision of this checklist is essential prerequisite along with submission of tenders (**with technical proposal**).

Sr. #	Detail-Bid	Page #	Responsive	Non-responsive
1.	Valid NTN & GST certificates			
2.	valid sole Agency Agreement			
3.	Broachers of the quoted items			
4.	DRAP Registration certificate			
5.	Valid quality certification as mentioned in technical specifications certificate as per tender			
6.	Foreign Manufacturer Declaration Form (as per Form 8.3)			
7.	Technical Bid Form (as per <b>form 8.9</b> of Bidding documents) on letter head of the firm duly signed and stamped.			
8.	Financial Bid Form (as per <b>form 8.10</b> of Bidding documents) on letter head of the firm, duly signed and stamped.			
9.	Bid Security Form (as per <b>form 8.11</b> of Bidding documents) on letter head of the firm, duly signed and stamped.			
10.	Performance Guarantee Form (as per <b>form 8.7</b> of Bidding documents)			
11.	General Information Form (as per <b>form 8.5</b> of Bidding documents)			
12.	Affidavit(as per <b>form 8.6</b> ) on non-judicial Stamp Paper of Rs. 100/- (i) The firm is not blacklisted by the Procuring agency. (ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws. (iii) Affidavit for correctness of information. (iv) Affidavit for correction of information Form (as per <b>form</b> of Bidding documents) on letter head of the firm, duly signed and stamped.			

Stamp & Signature of Bidder \_\_\_\_\_





# BIDDING DOCUMENTS

FRAMEWORK CONTRACT FOR THE PROCUREMENT OF DEEP  
FREEZER FOR EPI PROGRAM FOR FINANCIAL YEAR 24-25

**TENDER NO:** PC-6/EPI/DEF/2024-25



**Director General Health Services  
Punjab**

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# Section-I: BIDDING DOCUMENTS



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



Primary & Secondary  
Healthcare Department

Phone No. +924299201145 Purchase Cell E-mail- pcdghs@gmail.com

## INVITATION E-BIDS

Directorate General Health Services Punjab, 24-Cooper Road, Lahore invites sealed bids from the eligible bidders for procurement of Refrigerators for EPI Program & Hemoglobin for IRMNCH through open competitive bidding for the year 2024-25 on frame work contract basis.

T. E. NO. PC- 6/EPI/DEF/24-25

T. E. NO. PC-1/HEMO TEST/IRMNCH/24-25

Sr.	Name	Items with Specification
1	Deep Freezer for conditioned Ice Pack/Frozen Ice pack 15 Cubic Ft & above	As per Bidding Documents
2	Hemoglobin Test Strips	As per Bidding Documents

Last date and time of submission of tender	07/04/2025	11:00 A.M.
Date and time of opening of tender	07/04/2025	11:30 A.M.
Venue:	Purchase Cell, Directorate General Health Services Punjab, 24-Cooper Road, Lahore.	

Interested eligible bidders may get the Bidding Documents and detailed specifications are also available 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)) and may be downloaded free of cost.

Bidding will be conducted through Single Stage – Two Envelopes bidding procedure as per Rule 38 (2) (a) of Punjab Procurement Rules 2014. (Amended)

Bid duly completed and conformity with bidding documents must be submitted online on E-Pak Acquisition and Disposal System (EPADS) website (<http://punjab.procure.gov.pk>). Original Bid security in favor of Directorate General Health Services Punjab in the shape of Bank Guarantee /CDR/Pay Order / Bank Draft / Call Deposit must be submitted physically at Purchase Cell, Directorate General Health Services Punjab, 24-Cooper Road Lahore. Bids submitted through EPADS shall only be entertained / accepted. The rate offered will be inclusive of all taxes levied by the Government. Bids will be opened in the presence of the bidders/representatives at Conference Room, Directorate General Health Services Punjab.

Note:

1. All assessments and procuring procedure i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules 2014 (Amended).
2. Bidders are advised to ensure uploading the bid on E-PADS Portal, well before the submission deadline, and not wait for the last date and time to upload the bid. Bid submission on E-PADS Portal shall entirely be the responsibility of the bidders. This office shall not be responsible for any issues.
3. This Directorate may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as provided under Rule -35 of Punjab Procurement Rules, 2014.

DIRECTOR GENERAL HEALTH SERVICES  
PUNJAB

## Section-II: Instructions to Bidders (ITB)

**Note:-** All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the later shall prevail.

### 2.1. Introduction

- 2.1.1 Scope of Bid**
- i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. The successful Bidders will be expected to deliver, install/ commissioning (where applicable) the goods within the specified period and timeline(s) as stated in the BDS.
  - ii) Bidding will be carried for the items which comes under the definition of drugs under Drugs Act 1976/DRAP Act 2012/Punjab Drugs Rules 2007/ Punjab Drugs Amendment Act 2017 for Drug items & Medical Devices Rules 2018.
- 2.1.2 Source of Funds**
- i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Bidding Documents has been issued.
- 2.1.3 Eligible Bidders**
- i) This Invitation for Proposals is open to Manufacturers/ Sole Agents.
  - ii) A bidder shall be shall be private, public or government owned legal entity with the formal intent (as evidenced by a letter of intent) to enter in to an agreement.
  - iii) Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate as Bidders.
  - iv) The bidder must be an active taxpayer. National Tax Number (NTN) and General Sales Tax Number with documentary proof shall have to be provided by bidder(s).

- v) A bidder who has been barred, disqualified, blacklisted either by DGHS/PPRA are **NOT ELIGIBLE** to submit the bid. The bidder shall submit an affidavit to this effect.

#### **2.1.4. Eligible Goods and Services**

- i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.
- ii) 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. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.
- iii) The origin of goods and services is distinct from the nationality of the Bidder. *In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.*

#### **2.1.5. Cost of Bidding**

- i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

#### **2.1.6. One person one bid**

- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
- ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

## **2.2. The Bidding Documents**

### **2.2.1. Content of Bidding Documents**

- i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:

- (a) Request for Proposal
  - (b) Instructions to Bidders (ITB)
  - (c) Technical Specifications
  - (d) Bid Data Sheet
  - (e) General Conditions of Contract (GCC)
  - (f) Special Conditions of Contract (SCC)
  - (g) Schedule of Requirements
  - (h) Bid Forms
  - (i) Manufacturer's Authorization Form
  - (j) Bidder Profile Form
  - (k) General Information Form
  - (l) Affidavit
  - (m) Bid Security Form
  - (n) Technical Bid Form
  - (o) Specification compliance Form
  - (p) Contract Form
  - (q) Financial Bid Form / Price Schedule
  - (r) Performance Guarantee Form
  - (s) Check List
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
  - iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
  - iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda,

if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

### 2.2.2. Clarification of Bidding Documents

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than **seven (7) days prior to the deadline for the submission of Bids** prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.
- iii) The Procuring Agency will **within three (3) working days** after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the Procuring Agency's response as prescribed in clause **ITB 2.2.2 (iii), above** will be uploaded on the website of procuring agency. The prospective bidders are advised to visit the website of procuring agency regularly for any clarification issued by the procuring agency vide **ITB 2.2.2 (iii), above**.
- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3**.
- vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the

Evaluation Criteria or any other aspects of the Bidding Documents.

- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents and by uploading same on the website of the procuring agency. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

### **2.2.3. Amendment of Bidding Documents**

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, 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. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.
- ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

## **2.3. Preparation of Bids**

### **2.3.1. Language of Bid**

- i) 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 the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

### **2.3.2. Bid Form**

- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding

documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

- 2.3.3. Bid Prices**
- i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.
  - ii) Prices indicated on the Price Schedule shall be as per prescribed format given in Financial bid form / Price schedule (**form 8.10**).
  - iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
  - iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.
- 2.3.4. Bid Currencies**
- i) Prices shall be quoted in US Dollar (**US\$**), UK Pound (£), Euro (€), Japanese yen (¥) and Swiss franc (CHF) unless otherwise specified in the Bid Data Sheet.
- 2.3.5. Documents Establishing Bidder's Eligibility and Qualification**
- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
  - ii) 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 eligible as defined under ITB Clause 2.1.3.
  - iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
    - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer [*Manufacturer's Authorization form No. 8.3*] or producer to supply the same in Pakistan;

- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**2.3.6. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.
- ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a **Certificate of Origin** issued at the time of shipment.
- iii) The documentary evidence of conformity of the goods and services to the Bidding documents (if required) may be in the form of literature, drawings, data and shall consist of:
  - (a) a detailed description of the essential technical and performance characteristics of the goods;
  - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and
  - (c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating **responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.
- v) Where a sample(s) is required by a procuring agency, the sample shall be:
  - (a) submitted as prescribed in the **BDS**;
  - (b) carriage paid;

- (c) received on, or before, the closing time and date for the submission of bids; and
- (d) Evaluated to determine compliance with all characteristics listed in the **BDS**.

*{However, the procuring agency may also opt to ask for samples after submission of technical bids (where require)}*

- vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-
  - (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
  - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
- vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
- ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
- x) Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
- xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.
- xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the

embassy in country of manufacturer into English shall be attached to the original version.

### 2.3.7. Bid Security

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
  - (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for thirty (30) Days, beyond the prescribed Bid validity period in BDS.
- iv) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible, upon written request, after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

*“38(2)(a)(vii) the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:  
provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency”.*
- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vii) The Bid security may be forfeited:
  - a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

- b. In the case of a successful Bidder, if the Bidder:
  - i. Fails to sign the contract in accordance with ITB Clause 2.6.3; or
  - ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
  - iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

**2.3.8. Period of Validity of Bids**

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

**2.3.9. Format and Signity of Bid**

- i) All bids should be submitted online on EPADS.
- ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.
- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.
- iv) Any interlineation, erasures, or overwriting shall not be accepted and such bid shall be rejected.
- v) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract. All pages of the Bid, shall be signed and stamped by the authorized person.

## 2.4. Submission of Bids

### 2.4.1 Sealing and Marking of Bids

Technical and financial offer shall be submitted through EPADs.

Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure of Punjab Procurement Rules, 2014. Bid duly completed and conformity with bidding documents must be submitted online on E-Pak Acquisition and Disposal System (EPADS) website (i.e. <http://punjab.eprocure.gov.pk> ).

The offer should:

- a) Be addressed to the Procuring Agency at the address given in the **BDS**; and
- b) Bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Request for Proposal (ITB) title and number indicated in the **BDS**.

### 2.4.2 Deadline for Submission of Bids

- i) Bids must be received online by the Procuring Agency as specified under BDS no later than the time and date specified in the Bid Data Sheet. Bids received through courier services shall not be entertained. **Bids submitted through EPADS shall only be entertained / accepted**
- ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- iii) Bids shall be received online by the Procuring Agency through EPADs specified under **BDS** no later than the date and time specified in the **BDS**.

### 2.4.3. Late Bids

- i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
- ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

#### 2.4.4. Modification and Withdrawal of Bids

- i) The Bidder may modify or withdraw its Bid before the Bid's submission time.
- ii) No Bid may be modified or withdrawn after the deadline for submission of Bids.
- iii) 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 by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).

### 2.5. Opening and Evaluation of Bids

#### 2.5.1. Opening of Bids by the Procuring Agency

- i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
- ii) The Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
- iii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
- iv) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- v) Bidders are advised to send a representative with the knowledge of the content of the Bid who shall verify the

information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.

- vi) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i)**.
- vii) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- viii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- ix) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.  
*[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]*

## **2.5.2. Confidentiality**

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

## **2.5.3. Clarification of Bids**

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of

the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.

- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.
- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
  - a) Evaluation & qualification criteria;
  - b) Required scope of work or specifications;
  - c) All securities requirements;
  - d) Tax requirements;
  - e) Terms and conditions of bidding documents.
  - f) Change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

#### **2.5.4. Preliminary Examination**

- i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis:-
  - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.

- b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. 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.
- iv) If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
  - a) Meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
  - b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
  - c) Has been properly signed;
  - d) Is accompanied by the required securities; and
  - e) Is responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

**2.5.5. Examination of Terms and Conditions; Technical Evaluation**

- i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.

- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

#### **2.5.6. Correction of Errors**

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
  - a) If there is a discrepancy between unit prices 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, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
  - b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
  - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
  - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8.**

#### **2.5.7. Conversion to Single Currency**

- i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

### 2.5.8. Post- Qualification & Evaluation of Bids

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or package wise evaluation inclusive of prevailing taxes, duties, fees etc.

### 2.5.9. Contacting the Procuring Agency

- i) Subject to ITB Clause 2.5.3, 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 evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.
- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

### 2.5.10. Grievance Redressal

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.

- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iv) 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 Final evaluation reports. **In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report.** After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

## 2.6. Award of Contract

### 2.6.1. Notification of Award

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter and by email to be confirmed in writing by registered letter, that **its Bid has been accepted**. In order to save time, the successful bidder through authorized representative can also receive the notification of award from procuring agency.

- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

**2.6.2.  
Performance  
Guarantee**

- i) Within seven (07) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

**2.6.3. Signing of  
Contract/ Issuance  
of Purchase Order**

- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.
- ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, **within seven (07) days** of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
- iii) Subject to sub clause ii above, The contract is to be made on stamp paper(s) 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, which will be borne by the supplier.

- iv) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

**2.6.4. Award Criteria**

- i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

**2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award**

- i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).

**2.6.6. Procuring Agency's Right to Accept or Reject All Bids**

- i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.
- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any
- iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

**2.6.7. Re-Bidding**

- i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

**2.6.8. Corrupt or Fraudulent Practices**

- i) The Procuring Agency Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

*“(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to*

*influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:*

- 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. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. 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 process.”*

**ii) Blacklisting & Debarment:**

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

**Requirements & Procedure for Blacklisting & Debarment:**

As per S-17A of PPRA, Act, 2009:

**“17A. Blacklisting.** – (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

**21. Blacklisting.**–(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:

(a) acted in a manner detrimental to the public interest or good practices;

(b) consistently failed to perform his obligation under the Contract;

(c) not performed the Contract up to the mark; or

(d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

(a) shall forward the decision to the Authority for publication on the website of the Authority; and

(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing

*Director and the Managing Director may pass such order on the representation as he may deem fit.*

*(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.*

*(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.*

*As per Schedule appended with PPR-14:*

#### **SCHEDULE**

*see sub-rule (6) of rule 21*

#### **BLACKLISTING MECHANISM OR PROCESS**

- 1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
- 2. The show cause notice shall contain:*
  - (a) precise allegation, against the bidder or Contractor;*
  - (b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
  - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
- 3. The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
- 4. In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
- 5. In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*

6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or*

*order of the competent authority to that effect, whichever is earlier.*

17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”*

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

**2.6.9. Quantity and volume of the goods to be considered in mind**  
*[Framework Contract Modality]*

- i) While quoting the rate in a framework contract, the Bidder must consider the following facts:
- a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet.
  - b. The Bidder have to maintain the rates of the goods for the whole financial year.
  - c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

**2.7 Compliance of DRAP Act 2012 and Rules framed thereunder**

All supplies will comply with the provision of DRAP Act 2012 and Rules framed there under, where applicable.

## Section-III. Technical Specifications

### 3.1. Technical Specifications

The bids fail to comply with the specifications will be rejected.

S.No.	Name of Item and specifications	Accounting unit	Quantity Required	Bid security which is less than 5% of estimated cost (PKR)
1	<p><b>Dedicated Deep Freezer for conditioned Ice Pack/Frozen Ice pack 15 Cubic Ft &amp; above stainless steel inner floor with powder coated aluminium walls.</b></p> <ul style="list-style-type: none"><li>• Temperature Range from -10 to -20 deg C</li><li>• Cooling retention</li><li>• Low energy consumption</li><li>• Digital Temperature controlled</li><li>• Hospital use with interior light</li><li>• 100% Copper Evaporator</li><li>• Capacity to hold at least "150" Cool Packs/Ice Packs 6×2×8(inches)</li><li>• Power failure alarm with backup</li><li>• Solid door with concealed handles</li><li>• CFC free refrigerant R290/R600</li><li>• 220V 50 Hz, Imported inverter compressor</li><li>• Make: Local/ Imported</li></ul>	Nu	800	1,360,000

**3.2 Country of Manufacturer:** Local/ Imported

**3.3 Country of Origin:** All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of Government of Pakistan.

**3.4. Quality Certification:**

As mentioned in technical specifications

**3.5. Warranty:** Two year comprehensive warranty.

**3.6 Post Warranty (Service Level Agreement)**

N.A

## Section-IV: Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section II. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

A. Introduction								
BDS Clause #	ITB #	Amendments of, and Supplements to, Clauses in the Instruction to Bidders						
1.	2.1.1	<p><b>Name of Procuring Agency:</b> Director General Health Services, 24-Cooper Road, Lahore/ Program Director, EPI DGHS</p> <p><b>The subject of procurement is:</b> FRAMEWORK CONTRACT FOR PROCUREMENT OF DEEP FREEZER FOR EPI PROGRAM PUNJAB FOR FINANCIAL YEAR 24-25</p> <p><b>The Mode of procurement is:</b> DDP basis. Lowest shall be determined on DDP Price. DDP Prices shall be inclusive of all type of applicable taxes.</p> <p><b>Place of Delivery of goods:</b> Warehouse of DGHS/EPI Program/Districts/Tehsil</p> <ul style="list-style-type: none"> <li>• <b>Physical inspection shall be carried out by the nominated inspection committee of the procuring agency/program at the manufacturing/assembling/warehouse site.</b></li> </ul> <p><b>Period for delivery of goods:</b> FY 2024-25</p> <p><b>Commencement date for delivery of Goods:</b> The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by the Procuring Agency as per schedule of requirements mentioned in bidding documents: -</p> <p><b>Free delivery to Consignee's end (DDP) basis.</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #e0e0e0;"> <th style="width: 50%;">SUPPLY SCHEDULE</th> <th style="width: 20%;">DELIVERY OF QTY. WITHOUT PENALTY</th> <th style="width: 30%;">TOTAL DELIVERY PERIOD</th> </tr> </thead> <tbody> <tr> <td>100 % Immediately after receiving of Contract / Purchase Order</td> <td style="text-align: center;">30 days</td> <td style="text-align: center;">30 Days</td> </tr> </tbody> </table>	SUPPLY SCHEDULE	DELIVERY OF QTY. WITHOUT PENALTY	TOTAL DELIVERY PERIOD	100 % Immediately after receiving of Contract / Purchase Order	30 days	30 Days
SUPPLY SCHEDULE	DELIVERY OF QTY. WITHOUT PENALTY	TOTAL DELIVERY PERIOD						
100 % Immediately after receiving of Contract / Purchase Order	30 days	30 Days						

		<p>With penalty @ 0.10 % per day</p> <p>After Completion of due delivery period specified against each installment penalty @ 3% per month (0.10 %per day) shall be imposed maximum upto 10%. After which procuring agency may terminate contract and make other necessary arrangements</p> <p><b>Note:</b> Quantities can also be increased and decreased in the subsequent Purchase Orders as per requirements of the procuring agency in accordance with governing rules. Grace period will be the sole discretion of the procuring agency</p>
2.	2.1.2	<p><b>Financial year for the operations of the Procuring Agency:</b> FY 2024-25</p> <p><b>Name of Project / Grant (Development or Non Development):</b> Non Development</p> <p><b>Name of financing institution:</b> <i>Government of the Punjab</i></p> <p><b>Name and identification number of the Contract:</b> FRAMEWORK CONTRACT FOR PROCUREMENT OF DEEP FREEZER FOR EPI PROGRAM PUNJAB FOR FINANCIAL YEAR 24-25</p> <p><b>Bid Reference No:</b> PC-6/EPI/DEF/2024-25</p>
3.	2.1.3 (iv)	Joint venture is not allowed.
4.		<b>Ineligible country(s):</b> All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.
5.	2.3.6(iii)	<b>Demonstration of authorization by manufacturer:</b> The bidder shall submit the authorization by manufacturer as per Form 8.3.
<b>B. Bidding Documents</b>		
6.	2.2.2	<b>The address for clarification of Bidding Documents is</b> Director General Health Services, 24-Cooper Road, Lahore
7.	2.2.2	<b>Pre-Bid meeting</b> Not applicable
8.	2.3.9	Technical Bid & Financial Bid to be submitted online on EPADs.
<b>C. Bid Price, Currency, Language and Country of Origin</b>		

9	2.3.1	Language of the bid will be <b>English</b> . The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.
10	2.3.4	<b>In case of Letter of Credit (LC)</b> , Prices shall be quoted in US Dollar (US\$), UK Pound (£), Euro (€), Japanese yen (¥) and Swiss franc (CHF). The total price will be calculated by converting the price to Pak Rupees. The exchange rate as notified by the state bank of Pakistan, on the date of opening of Financial Proposal will be applied for conversion. <b>(NOT APPLICABLE)</b>
11.	2.3.4	<i>Prices shall be quoted on DDP basis in PKR. DDP prices shall be quoted in PKR inclusive of all applicable taxes.</i>
12.	2.1.4 (ii)	<b>Country of origin:</b> As specified in Technical Specifications.
<b>D. Preparation and Submission of Bids</b>		
13.	2.1.3	Evaluation criteria is described in sub-section “Bid Evaluation Criteria” of the Bid Data Sheet.
14.	2.3.6	Spare parts
15.	2.2.2	<b>Bid shall be submitted to:</b> Bid duly completed and conformity with bidding documents must be submitted online on E-Pak Acquisition and Disposal System (EPADS) website i.e. <a href="http://punjab.eprocure.gov.pk">http://punjab.eprocure.gov.pk</a>
16.	2.4.2	<b>The deadline for Bid submission is</b> a) Day: <b>Monday</b> b) Date: <b>07.04.2025</b> Time: <b>11:00 hours</b>
17.	2.5.1	<b>Bid opening.</b> a) Day: <b>Monday</b> b) Date: <b>07.04.2025</b> Time: <b>11:30 hours</b> <b>Venue:</b> Committee Room, DGHS, 24-Cooper road, Lahore.
18.	2.6.2	<b>Amount of Performance Guarantee is (2%) two percent of the contract value.</b> Performance Guarantee will be in PKR.
19.	2.3.8	<b>Estimated Contract Price:</b> Bid Security as mentioned in technical specifications which is 1% of the estimated cost.
20.	2.3.9	<b>Bid validity period</b> after opening of the Bid is <b>180 days</b> .
21.	2.3.9	Number of copies of the Bid to be provided is zero.
<b>E. Opening and Evaluation of Bids</b>		
22.	2.5.1	<b>The Bid opening shall take place at:</b> a) Committee Room, Director General Health Services, 24-Cooper Road, Lahore

		<p>Day: <b>Monday</b>  Date: <b>07.04.2025</b>  Time: <b>11:30 hours</b></p>
23.	2.3.5	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <b>Pakistan Rupee (PKR)</b></p> <p>The source of exchange rate shall be: <i>State Bank of Pakistan</i></p> <p>The date of exchange rate, if required for the purpose of comparison, shall be: <b>the date of financial bid opening.</b></p>
<b>F. Bid Evaluation Criteria</b>		
24.	2.5.8	<p><b>A. Technical Evaluation Criteria for Deep Freezer</b></p> <p>Failure to comply with any clause of Technical Evaluation Criteria will result in “<b>Non-Responsiveness</b>” of the bidder.</p> <ol style="list-style-type: none"> <li>a) Copy of CNIC of bidder.</li> <li>b) Valid NTN &amp; GST registration certificate. The bidder must be an active tax payer.</li> <li>c) Attach copy of Bid Security as mentioned in ITB 2.3.8 in the form of Irrevocable Bank Guarantee/ Bank call-deposit (CDR)/ Demand Draft (DD)/ Pay Order (PO) or Banker’s cheque cashier’s or certified Cheque or CDR from any scheduled bank (Upload copy of bid security with technical bid on EPADs and submit original bid security with covering letter till 07.04.2025 11AM).</li> <li>d) Valid quality certification as mentioned in technical specifications.</li> <li>e) The Bidder will provide cumulative Financial Turnover of last three consecutive financial years (i.e., 2021- 22, 2022-23 &amp; 2023-24) which must not be less than 300 Million. The bidder will also provide FBR sale tax returns for three last financial years (i.e., 2021- 22, 2022-23 &amp; 2023-24).</li> <li>f) The bidder shall be manufacturer or sole agent of foreign/local manufacturer. In case of sole agent, the firm will provide valid sole agency agreement/authorization letter from foreign/local manufacturer.</li> <li>g) The firm will submit the affidavit regarding the country of origin, brand name and country of manufacturer of quoted product on notarized judicial stamp paper of Rs. 100/- <ul style="list-style-type: none"> <li>• The quoted model of 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.</li> <li>• The firm must mention the quoted model and brand name of the quoted product on bid data sheet.</li> </ul> </li> <li>h) Firm must have at least supply experience of 100 units of quoted product to the Public/Private Sector (The bidder shall provide (attach) Purchase Order and invoice/payment proof to substantiate the claim issued in the name of bidder or in case of private sale Invoices /payment proof).</li> </ol>

		<p>i) Certificate from the manufacturer that the after sales services /backup services shall be provided jointly with the local 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.</p> <p>j) The firm will provide ISO certificate of the manufacturer and bidder.</p> <p>k) The bidder shall provide warranty on the letter head of manufacturer.</p> <p>l) The firm undertakes that currently it is not Blacklisted /Debarred by Procuring Agency/PPRA on valid Rs.100 judicial stamp paper duly verified by notary public.</p> <p>m) The bid /quoted item must fully comply with the advertised technical specifications of the quoted item. The firm will also submit affidavit on notarized judicial stamp paper of Rs. 100/- that the Quoted item(s) are as per advertised/tender specifications.</p> <p>n) The Bidder will submit an affidavit on Rs. 100/- judicial stamp paper (Notarized) stating the Bidder accepts all the terms and conditions as mentioned in Bidding Documents.</p> <p>o) The firm shall undertake on Rs.100/- judicial stamp paper legally notarized that the Information provided by the firm is in accordance with terms &amp; conditions of the Bidding documents.</p> <p>p) The Bidder must also submit the most recent "Professional Tax certificate" of the firm.</p> <p>q) Firm shall submit Brochures/technical data sheet of the quoted model with technical offer.</p> <p>r) Firm shall provide one sample of the quoted model to the program for the verification/demonstration of specification till 07.04.2025 11AM.</p> <p>The bidder will submit the technical bid as per Form 8.8 Technical Bid Form.</p> <p style="text-align: center;"><b>B. Financial Bid Evaluation Criteria</b></p> <p><b>i)</b> 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.</p> <p><b>ii)</b> 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 of technically responsive firms shall be then opened, and the total prices read aloud and recorded.</p> <p><b>iii)</b> Incomplete bid shall stand rejected. All items described in the technical proposal must be priced in financial proposal. Items</p>
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		<p>described in the technical proposal but not priced, shall be assumed to be included in the price of other items.</p> <p><b>iv)</b> 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.</p> <p><b>v)</b> The bidder will quote the financial bid as per Form 8.10 Financial Bid Form / Price Schedules.</p> <p><b>vi)</b> The lowest evaluated bidder will be declared with all standard parameters as mentioned in technical specifications</p>
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### G. Award of Contract

<b>2.6.5</b>	Percentage for quantity increase or decrease is: [ <i>As per provision of Punjab Procurement Rules 2014</i> ].
<b>2.6.2</b>	The <b>Performance Guarantee</b> shall be: as prescribed in BDS.
<b>2.6.2</b>	The <b>Performance Security (or guarantee)</b> shall be in the form prescribed in GCC Clause-7.3.

## Section-V: General Conditions of Contract

### 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 all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) “The Services” means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Agency” means the organization purchasing the Goods & Services, as named in SCC.
- (h) “The Procuring Agency’s country” is the country named in SCC.
- (i) “The Supplier” means the Bidder or firm supplying the Goods and Services under this Contract.
- (j) “The Project Site,” where applicable, means the place or places named in SCC.
- (k) “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. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2. For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from where the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

3.3. The origin of Goods and Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

#### **4. Standards**

4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

#### **5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.**

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 executing 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.

5.4. The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Agency, if so required.

#### **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 Procuring Agency's country.

#### **7. Performance Guarantee**

7.1. Within seven (07) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or
- (b) a Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque cashier's or certified Cheque or CDR.

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

## **8. Inspections and Tests**

8.1. 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. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.

8.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s) (if so allowed by the Procuring Agency), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.

8.3. Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.

8.4. The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by

the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.

8.5. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

## **10. Delivery and Documents**

10.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2. Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the supplier to put up the bill".

10.3. For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms*

10.4. Documents to be submitted by the Supplier are specified in SCC.

## **11. Insurance**

11.1. The Goods supplied under the Contract shall be delivered on DDP basis under which risk is transferred to the buyer after having been delivered, hence supply of goods is seller's responsibility. The 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.

## **12. Transportation**

12.1. The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, including insurance and storage, as shall be

specified in the Contract, and related costs shall be included in the Contract Price.

### **13. Incidental Services**

13.1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. **(N.A)**

13.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:

- (i) the prevailing rates charged for other parties by the Supplier for similar services; and
- (ii) original price of goods.

### **14. Spare Parts** (Not applicable)

14.1. As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring Agency may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and

- (ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

15.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. The Supplier further warrants that the supplied goods are in-compliance with the provisions of DRAP Act 2012/Medical Device (or latest) Rules framed thereunder.

15.2. This warranty shall be as specified in SCC.

15.3. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.

15.5. If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract/relevant provision of PPR-14 including Blacklisting.

## 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 Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory.

16.4. The currency of payment is **Pakistan Rupees (PKR) in case of DDP and in case of LC, the payment will be made in foreign currency.**

- 17. Prices** 17.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.
- 18. Change Orders** 18.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and/or
  - (d) the Services to be provided by the Supplier.
- 18.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.
- 19. Contract Amendments** 19.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. The manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints shall allow no variation in finalized brands / makes/models 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.
- 20. Assignment** 20.1. The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.
- 21. Sub-contracts** 21.1. The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2. Subcontracts must comply with the provisions of GCC Clause 20.

**22. Delays in the Supplier's Performance**

22.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements-

22.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, 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.

22.3. Except as provided under GCC Clause 25, 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 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.

**23. Liquidated Damages**

23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

**24. Termination for Default**

24.1. 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 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 22;
- (b) if the Supplier fails to perform any other obligation(s) under the Contract; or
- (c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause,

corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

*“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:*

*(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:*

- 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. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. 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 process*

24.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs

for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**25. Force Majeure**

25.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination 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.

25.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. 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 all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

**26. Termination for Insolvency**

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

**27. Termination for Convenience**

27.1. The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2. The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or

- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**28. Resolution of Disputes**

28.1. After signing the contract or issuance of purchase order, 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.

28.2. 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 for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

**29. Governing Language**

29.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, 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 the same language.

**30. Applicable Law**

30.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

**31. Notices**

31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

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

**32. Taxes and Duties**

32.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be.

**33. Price Reasonability.**

The prices quoted shall not be more than the MRP (Maximum Retail Price)/Bench Mark Price fixed by the Federal Government under DRAP Act, 2012 and rules framed there under

**34. DRAP Act 2012 and Rules framed there under Compliance**

All supplies will comply with the provision of DRAP Act 2012 and Rules framed there under.

## Section-VI. Special Conditions of Contract

### SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

#### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is:

Director General Health Services, 24-Cooper Road Lahore/ Program Director/ EPI

GCC 1.1 (h)—The Procuring Agency's country is: Pakistan

GCC 1.1 (i)—The Supplier is: M/s\_\_\_\_\_

#### 2. Country of Origin (GCC Clause 3)

As specified in tender documents.

#### 3. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be as prescribed in BDS.

GCC 7.4—the Performance Guarantee shall be retained for to cover the Supplier's warranty obligations or defect liability period in accordance with Clause GCC 15.2

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

#### 4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests of Goods and at final acceptance are as follows: Inspection shall be made through designated inspection committee of the Department at port and warehouse.

##### 4.1 Training

i) The supplier shall arrange hands on training of pertaining to usage as per modules of manufacturer and shall also provide complete details of the quoted product.

ii) **4.1.2.** 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 in the LC clauses, the goods shall not be supplied unless a satisfactory inspection report has been issued in respect of those Goods by the Procuring Agency. However, if the Supplier proves an undue delay in conduct of inspection on the part of Procuring Agency, the Supplier shall not be

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

**4.1.3** 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.

**4.1.4** 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.

**4.1.5** Nothing in GCC Clause 20 shall in any way release the Supplier from any warranty or other obligations under this Contract.

#### **4.2 Post Delivery Inspection:**

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

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

#### **5. Packing (GCC Clause 9)**

The goods shall comply the following packing instructions in addition to GCC Clause 9.

##### **a). Labeling and Packing**

- i. The manufacturer/importer /sole agent /distributor/subsidiary shall follow the Medical Devices Labelling and Packaging requirements, framed under DRAP Act 2012 /Medical Devices Rules 2017.

#### **6. Delivery and Documents**

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring Agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail/submit the following documents to the Procuring Agency:

**In case of Letter of Credit (LC):** Draft LC along with following documents:

- i. copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- ii. original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- iii. Original and two copies of the packing list identifying contents of each package;
- iv. insurance certificat ;
- v. Manufacturer's or Supplier's warranty certificate;
- vi. Certificate of origin.

The following documents will be delivered at installed sites;

- a. Operational Manuals of the medical equipment
- b. Service Manuals indicating step by step service/ maintenance protocols of each of the equipment.
- c. Periodic Preventive Maintenance schedules with recommended list of parts/ kits to be replaced during PPM.
- d. Any other requirement by the procuring agency.

**In case of DDP:**

- i. copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount.
- ii. Inspection report
- iii. Delivery Challan

The following documents will be delivered at installed sites;

- a. Operational Manuals of the medical equipment
- b. Service Manuals indicating step by step protocols of each of the equipment.
- c. Periodic Preventive Maintenance schedules with recommended list of parts/ kits to be replaced during PPM.
- d. Any other requirement by the procuring agency.

## **7. Insurance**

GCC 11.1— The Goods supplied under the Contract shall be as specified in the schedule of Requirement. Insurance coverage is sellers responsibility. Since the Insurance is sellers responsibility they may arrange appropriate coverage. The 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.

## **8. Incidental Services (GCC Clause 13)**

GCC 13.1—Incidental services to be provided are:

- i. The Supplier shall arrange such transportation goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement. The goods shall be delivered ensuring quality, quantity, safety & efficacy of supplied cardiac stents and other cardiac surgery devices.
- ii. All costs associated with the transportation including loading/unloading of goods and road taxes shall be borne by the Supplier.

## **9. Spare Parts**

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible.

## **10. Warranty**

Warranty will be as specified in tender documents. The Supplier further warrants that the supplied goods are in-compliance with the provisions of DRAP Act 2012/Medical Device Rules framed thereunder.

## **12. Payment (GCC Clause 16)**

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

1. In case of **imported goods/CFR basis**; the payment will be made 100% via establishing the LC in favour 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. The procuring agency may define its own financial values for the establishment of LC, in case of any special requirement

2. The amount of Letter of Credit shall be paid to beneficiary/Manufacturer on production of the following non-negotiable documents.
  - i. Draft.
  - ii. Three original and two copies of the Supplier's Invoice showing purchaser as Secretary, Health, Government of Punjab, Pakistan, the Contract No., Goods description, quantity, unit price and total amount. Invoice must be signed in original stamped or sealed with company stamp or seal.
  - iii. Four Copies of packing list identifying content of each package.
  - iv. One original and two copies of the negotiable, clean, on board through bill of lading marked "freight prepaid" and showing purchaser as Secretary Health.
  - v. Copy of insurance certificate showing purchaser as the beneficiary;
  - vi. The original of the manufacturer's warranty certificate covering all items supplied;
  - vii. One original copy of the Supplier's Certificate of origin covering all items supplied.
  - viii. Test/ Inspection Certificate of manufacturers.
  - ix. Compliance Report of Internal Quality Standards.
  - x. Product model, serial numbers.
  - xi. 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. 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.

### **13. Prices (GCC Clause 17)**

GCC 17.1—Prices shall be fixed and shall not be adjusted.

### **14. Liquidated Damages (GCC Clause 23)**

GCC 23.1—Applicable rate: 0.10% of the contract value per day after the period specified in the schedule of requirement

Maximum deduction: **10%**

### **15. Resolution of Disputes (GCC Clause 28)**

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

- i. As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.
- ii. 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.

## 16. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be **English**.

## 17. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan).

## 18. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency’s address for notice purposes: will be inserted at the time of contract.

—Supplier’s address for notice purposes: will be inserted at time of contract

## 19. Execution of Warranty

19.1 A Log Book for the medical equipment which needs regular after sales services 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.

19.2 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.

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

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

19.5 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.

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

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

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

19.9 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

19.10 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.

19.11 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.

19.12 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.

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

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

19.15 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.

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

19.17 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.

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

19.19 The Warranty period of PCR System shall be completed till the consumption of all the order kits thereof, and contract shall be concluded accordingly unless contract amendment or extension is granted.

## **20. Training**

**20.1** The Supplier shall arrange the necessary arrangements for training of end user

## **21. General:**

**21.1** The imported goods shall be of Origin as mentioned in criteria/bidding documents. unless otherwise any other country of manufacturer is mentioned in specifications however their delivery/ provision may vary according to geographical location of their factories.

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

**21.3** 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 where applicable). A clearance letter/NOC will be issued by the Concerned Program.

**21.3 (a)** The supplier will arrange the clearance of consignment on the behalf of procuring agency and will deliver the same to the delivery place specified by the procuring agency on prepaid freight basis. All clearance charges will be borne by the supplier. The procuring agency will provide the related documents at any stage for custom clearance purpose (in case of CFR basis)

**21.4** 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, 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 CFR or free delivery consignments.

**21.5** 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 (where applicable).

**21.6** The Supplier shall arrange the necessary arrangements for training of hospital staff including doctors, technician, paramedical staff and biomedical engineers (if required specifically in the criteria/specifications).

**21.7** 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 (if required specifically in the criteria/specifications).

## Section-VII. Schedule of Requirements

### 7.1 Schedule of Requirements

The supplies shall be delivered in accordance with the terms & conditions of the contract as per following schedule of requirements

SUPPLY SCHEDULE	DELIVERY OF QTY. WITHOUT PENALTY	TOTAL DELIVERY PERIOD
100% Immediately after issuance of Contract / Purchase Order	30 Days	30 Days
With penalty @ 0.10 % per day	After Completion of due delivery period specified against each installment penalty @ 3% per month (0.10 %per day) shall be imposed maximum upto 10%. After which procuring agency may terminate contract and make other necessary arrangements	

- i. The delivery period will start from the date of;
  - ❖ opening of Letter of Credit (LC) in case of CFR mode
  - ❖ issuance of purchase order in case of DDP mode.
- ii. The procuring agency may increase or decrease the quantities at the time of contract. In case of increase in quantity, the maximum limit will be 15% of the original quantity on the analogy of rule-59 (c)(iv) of PPR-14.
- iii. The supplying firm will follow manufacturer guidelines to ensure the safety of the goods during transportation and storage.

## Section-VIII: Forms

### 8.1 Bid Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with the Bid, in case of Single Stage One Envelope Procedure and with the Financial Bid, in case of Single Stage Two Envelope Procedure]*

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

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

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* 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 will obtain the guarantee of a bank in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.9 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 *(if required)*, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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 agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

*(if none, state "none")*

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## 8.2 Bidder's JV Members Information Form (N.A)

*{To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad, to be attached with Technical Bid in addition to the JV agreement}*

*{The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture}.*

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**Form 8.3 FOREIGN/LOCAL MANUFACTURER DECLARATION**  
(on letter head of the manufacturer)

To  
**Director General Health Services**  
**24-Cooper road, Lahore**

Dated:

I declare that:

- I am \_\_\_\_\_ the authorized representative of the firm M/s \_\_\_\_\_ specified in this Bidding Documents as the "Manufacturer" for the purpose of bidding of equipment as per following detail;

Sr.No.in the list	Name of the Equipment, Manufacturer and & Manufacturer country	Production Country	Manufacturing Quality Standards Compliance Certificate (s)	Product Quality Standards Compliance Certificate (s)

- M/s \_\_\_\_\_ is our **Authorized** distributor in Pakistan for the last years. (Please attach **copies of first and last certificate(s)**).
- Our Firm will abide by all the rules and regulations, formulated by the Government of the Punjab, Pakistan reference to this particular case and notify all changes and variations to the Product, its manufacturing status and change of Distributor.
- We confirm that our Distributor M/s \_\_\_\_\_ has the requisite technical personnel and tools required to service/ maintain the above-mentioned equipment.
- The firm takes the responsibility to fulfill all warranty as per DRAP Act.
- All the information provided in pursuance with this declaration is current and correct.
- We are bound to give any information to the department regarding this tender which may approach through website \_\_\_\_\_ and email \_\_\_\_\_.

Name of the Firm: \_\_\_\_\_

Name & capacity of the Authorized Contact Person: \_\_\_\_\_

Signature of the Authorized Contact Person: \_\_\_\_\_

Date: \_\_\_\_\_ Stamp of the Firm: \_\_\_\_\_

\_\_\_\_\_  
*[Signature for and on behalf of Manufacturer]*

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

### 8.4. Bidder Profile Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

Sr.#	Particulars
1.	Name of the company:
2.	<b>Registered Office:</b>
Address:	
Office Telephone Number:	
Fax Number:	
3.	<b>Contact Person:</b>
Name:	
Personal Telephone Number:	
Email Address:	
4.	<b>Local office if any:</b>
Address:	
Office Telephone Number:	
Fax Number:	
5.	<b>Registration Details:</b>

a) Audited Financial Statement Attachment/Income Tax Returns (Last 03 years )

Yes	No
-----	----

b) Details of Experience (Last 05 Years)

(ii)	Value of total Projects/Tenders/POs	Amount

c) Staff Detail and last month Payroll

Yes	No
-----	----

### 8.5. General Information Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

Particulars				
Company Name				
Abbreviated Name				
National Tax No.			Sales Tax Registration No	
PRA Tax No.				
No. of Employees			Company's Date of	
			Formation	

\*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

## 8.6. Affidavit

*[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]*

Name: \_\_\_\_\_

*(Applicant)*

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is not currently blacklisted by the Procuring agency.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.

*[Name of the Contractor/ Bidder/ Supplier]* undertakes to treat all information provided as confidential.

*Signed by an authorized Officer of the company*

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

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

## 8.7. Performance Guarantee Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

To,

[name and address of the Procuring Agency]

**WHEREAS** (Name of the Contractor/ Supplier) \_\_\_\_\_ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE "PROVISION OF \_\_\_\_\_" procurement of the following:

1. [Please insert details].

(Here in after called "the Contract").

**AND WHEREAS** it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

**AND WHEREAS** we have agreed to give the Contractor a Guarantee;

**THEREFORE WE** hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, 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 Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, or \_\_\_\_\_ [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_

### 8.8. Technical Bid Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr. No.	Item name	Brand name with Country of Manufacturer	Make & model	Quantity	Country of Origin

Bid Validity: \_\_\_\_\_

Delivery Period: \_\_\_\_\_

Stamp & Signature of Bidder \_\_\_\_\_

### 8.8 (a). Specification Compliance Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

Sr. No.	Advertised Specifications	Offered Specifications	Compliance Status (with evidence i.e. page)

Stamp & Signature of Bidder \_\_\_\_\_

## 8.9. Contract Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

CONTRACT FORM  
(FRAMEWORK CONTRACT)  
AS PPR 2014, (amended) Rule 15

### AGREEMENT

**THIS CONTRACT** is made at \_\_\_\_\_ on \_\_\_\_\_ day of 202\_, between the Directorate General Health Services, Punjab, Government of the Punjab, 24-Cooper Road, Lahore, (hereinafter referred to as the “Purchaser”) of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

**WHEREAS** the Purchaser invited bids for procurement of goods, in pursuance whereof M/s (*firm name*) being the Manufacturer/ authorized sole agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and

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

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

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

1. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
  - a. This Contract Form
  - b. Conditions of Contract
  - c. The Schedule of Requirements, Delivery Schedule & the Technical Specifications
  - d. Price Schedule
  - e. Payment Schedule
  - f. The General Conditions of Contract
  - g. Performance Guarantee/Security
  - h. Manufacturer’s Certificate of warranty
  - i. Notification of Award
  - j. Integrity Pact
2. **Interpretation:** In this Agreement/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/Agreement”:

### SPECIAL CONDITIONS OF THE CONTRACT

3. This contract shall remain valid for one year from the date of signing, unless amended by mutual consent.
4. The Supplier declares as under:
  - i. *[Name of the Supplier]* hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
  - ii. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.
  - iii. *[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
  - iv. *[The Supplier]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.
  - v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Supplier]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Supplier]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.
  - vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Additional Chief Secretary or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.
5. **Items to be Supplied & Agreed Unit Cost:**
  - (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex C).

(ii) Each Items supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specification (Annex B) prescribed by the Purchaser against each item

(iii) The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.

6. **Payments:** The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

7. **Mode of Payment:** All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier's name]

8. **Payment Schedule:** All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule at Annex F.

9. **Performance Guarantee/Security:**

(i) The Supplier, within 07 days of issuance of AAT, shall provide to the Purchaser a Performance Security in the form of an Irrevocable Bank Guarantee equivalent to 2% of the total Contract amount having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Supplier upon successful completion of the Contract.

(ii) Failure to submit a Performance Guarantee/Security shall result into Cancellation of Contract and initiation of legal action against the firm.

10. **Penalties/ Liquidated Damages**

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

(ii) After the cancellation of the Contract no supplies shall be accepted and the full amount of Performance Guaranty/Security shall be forfeited.

(iii) If the Supplier fails to supply the whole consignment and not able to deliver the item/l, the entire amount of Performance Guaranty/Security shall be forfeited to the Government account and the firm may be blacklisted for future participation.

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

(v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, **a penalty @ 0.10% per day upto 10% of the total contract amount shall be imposed.**

11. **Product Specifications**

*(Detailed technical specifications, given in Section III, will be followed)*

## **12. Labeling and Packing**

- i. The name of Product (Generic &/ Brand), equally prominent, should be printed/ written in indelible ink in English on the outer cartons and on each Pack. Besides the name and principal place of business of the Manufacturer, manufacturing date/ Lot No, expiry date, should also be written on the outer carton and on the most inner container.

## **13. Additional instructions for packing**

- i. The suppliers are required to furnish the manufacturing date certificate.
- ii. The following wording/insignia shall be printed/stamped in bold letters in Urdu or English in indelible ink on each carton/ pack:

*“PUNJAB GOVERNMENT PROPERTY” “NOT  
FOR SALE”*

## **14. Shelf life**

- i. The shelf life must be up to **80%** for locally manufactured items and **75%** for imported items.
- ii. For locally manufactured items the lower limit of the shelf life must be 80% and for imported items the lower limit of the shelf life must be up to **70% with imposition of 1% penalty on each 1% shortfall in shelf life** below prescribed limit.

## **15. Testing/Verification Procedures**

- i. The consignee's end shall receive the supplies as per the signed contract. The Inspection Committee will be notified by the Procuring Agency which will inspect Goods (serial no, batch/lot wise etc.) as per contracted specifications and approved sample.
  - a. The Samples from the supplied stock shall undergo laboratory analysis from two Government Institutions. The selection of laboratory for test/analysis will be decided by the Inspection Committee/Consignee. The report of the testing laboratory shall be conclusive & final.
  - b. The goods shall be acceptable subject to physical inspection and standard test/analysis report.
  - c. The **cost of the lab tests & samples** shall be borne by the Supplier.
- ii. In case of **substandard/failure/not as per label claim** report of any batch/Lot, the Supplier will be intimated and they will be bound to re-supply the **entire fresh stock** of that batch **free of cost** within the reasonable time period to be intimated by the purchaser/consignee but not later than **21 days (three weeks)** from the date of intimation, which will be subject to completion of all testing and verification formalities. The stock declared substandard/failed/not as per label claim may undergo retesting to an appellate laboratory selected by the Consignee. In case of standard test/analysis report from appellate laboratory, the stock will be provided to the supplier. In case of substandard/failed/not as per label claim report from the appellate laboratory, the stock will be destroyed in the presence of committee so notified and representative of the supplier at the expense of the suppliers.
- iii. The Inspection Committee can reject the supplied store, even if it is declared of standard quality by the Testing Laboratory, if found not according to the approved sample and other technical specifications like packaging, labeling, printing and quantity etc. Moreover, the Supplier will also be responsible to replace the unconsumed expired stores without any further charges.

## **16. Transportation/Delivery Requirements**

- i. The Supplier shall arrange such transportation of the items as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement. The goods shall be delivered through reputable courier service having following features to ensure quality, quantity, safety & efficacy of supplied items:
  - a. Traceable online dispatch and delivery record
  - b. Dispatch facilities as per labeled requirements of medicines like maintenance of temperature, humidity etc. of the supplies
- ii. All costs associated with the transportation including loading/unloading of items and road taxes shall be borne by the Supplier.
- iii. All **cold chain (perishable)** items must be delivered in a safe and proper manner, prescribed for such types of items.

#### **17. Insurance of Local Goods**

- i. 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 of the medical equipment.
- ii. Checking and verifying of consignments, issuance of receiving reports and damage reports (when applicable) shall be the Contractor's responsibility.

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

#### **18. Payment**

- i. *100% Payment to the Suppliers will be made by the concerned Purchaser/Disbursing & Drawing Officer (DDO);*
  - a. *against satisfactory performance and upon submission of required documents and in accordance with the procedure mentioned in Rule 64 and other relevant rules of PPR-2014.*
  - b. *on production of Inspection Certificate and receipt certificate from Consignee, after recovery of Government dues (if any) including Professional Tax and DTL Testing Charges.*

*Part Supply as per given delivery schedule and Part Payment is allowed as per contract/purchase order, the Payment will only be made after the receipt of complete supply according to purchase order issued as per schedule mentioned in schedule of requirement within due time.*

#### **19. Packing (Export)**

- i. Usual export packing to ensure safe journey up to the site of consignee.

#### **20. Trans-shipment**

Trans-shipment is not allowed.

#### **21. Place of delivery**

The place of delivery will be Provincial Store of EPI Program

**22. Inspection.**

- i. The purchaser or its representative shall have the right to inspect and / or to the test the goods in accordance with the procedure given in SCC to confirm their conformity to the contract specifications at no extra cost to the purchaser.
- ii. All costs associated with testing shall be borne by the supplier.
- iii. The purchasers right to inspect, test and where necessary rejects the goods after the goods either at supplier premises or upon arrival at purchaser's destinations shall in no way limited or waived by the reason of the goods having previously been inspected, tested and passed by the purchaser of its representatives prior to the goods delivery from the point of supply or manufacturing.
- iv. Nothing in this clause shall in any way release the supplier from any warranty or other obligations under this contract.
- v. The Inspection Committee will carry out detailed physical examination of stocks and can reject, even if it is declared of standard quality by laboratory, if found not according to the approved sample and other technical specifications like packaging, labeling, printing and quantity etc. Moreover, the Supplier will also be responsible to replace the unconsumed expired stores without any further charges.

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

**For the Purchaser**

Director General Health Services, Punjab

24-Cooper, Road, Lahore.

**For the Supplier:**

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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.

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**Signed/ Sealed: For The Manufacturer/ Authorized Supplier/ Authorized Agent.**

**Sealed & Signed on behalf of Procuring Agency**

**Name of Contractor Designation in the Firm**

*Director General Health Services, Punjab Primary & Secondary Healthcare Department*

**Witnesses-1 on behalf of the Contractor**

**Witnesses-1 on behalf of the Procuring Agency**



(DDP Items)

[

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

Tender No. and the name of the package/Tender \_\_\_\_\_

Item. No.	Name of Item (As listed in invitation of bid)	Make	Model	Country of Origin	Country of Manufacturer	Supplier	Qty	Unit Price (Rs)	Total Price for each item (Rs)
<b>Total Package Cost (Rs.)</b>									

**Note:**

In case of difference between unit price and total price, unit price shall prevail and total price shall be “final”. *(Please refer ITB clause 2.5.6).*

In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.

**Note:**

The comparison of the financial bids will be calculated on the basis of complete package price (aggregate price of C&F and DDP items). For comparison, the prices quoted in foreign currencies will be converted to PKR. The exchange rate of the date of opening of Financial Proposal will be applied for conversion

Stamp & Signature of Bidder \_\_\_\_\_

## 8.11. Bid Security Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]*

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Procuring Agency]* (hereinafter called “the Procuring Agency”) in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

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*[Signature of the bank]*

## Form 8.12 Bid Evaluation Sheet (Template)

Part-I Commercial Parameters		
Sr. No.	Evaluation Parameters	M/S ABC
1.	Copy of CNIC of bidder.	Yes / No
2.	Valid NTN & GST registration certificate. The bidder must be an active tax payer.	Yes / No
3.	Attach copy of Bid Security as mentioned in ITB 2.3.8 in the form of Irrevocable Bank Guarantee/ Bank call-deposit (CDR)/ Demand Draft (DD)/ Pay Order (PO) or Banker's cheque cashier's or certified Cheque or CDR from any scheduled bank (Upload copy of bid security with technical bid on EPADs and submit original bid security with covering letter till 07.04.2025 11AM).	Yes / No
4.	Valid quality certification as mentioned in technical specifications.	Yes / No
5.	The Bidder will provide cumulative Financial Turnover of last three consecutive financial years (i.e., 2021- 22, 2022-23 & 2023-24) which must not be less than 300 Million. The bidder will also provide FBR sale tax returns for three last financial years (i.e., 2021- 22, 2022-23 & 2023-24).	Yes / No
6.	The firm will provide valid sole agency agreement/authorization letter from foreign manufacturer.	Yes / No
7.	The firm will submit the affidavit regarding the country of origin, brand name and country of manufacturer of quoted product on notarized judicial stamp paper of Rs. 100/- <ul style="list-style-type: none"> <li>• The quoted model of 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.</li> <li>• The firm must mention the quoted model and brand name of the quoted product on bid data sheet.</li> </ul>	Yes / No
8.	Firm must have at least supply experience of 100 units of quoted product to the Public/Private Sector (The bidder shall provide (attach) Purchase Order and invoice/payment proof to substantiate the claim issued in the name of bidder or in case of private sale Invoices /payment proof).	Yes / No
9.	Certificate from the manufacturer that the after sales services /backup services shall be provided jointly with the local 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.	Yes / No

10.	The firm will provide ISO certificate of the manufacturer/Bidder.	Yes / No
11.	The bidder shall provide warranty on the letterhead of manufacturer.	Yes / No
12.	The firm undertakes that currently it is not Blacklisted / Debarred by Procuring Agency/PPRA on valid Rs.100 judicial stamp paper duly verified by notary public.	Yes / No
13.	The bid /quoted item must fully comply with the advertised technical specifications of the quoted item. The firm will also submit affidavit on notarized judicial stamp paper of Rs. 100/- that the Quoted item(s) are as per advertised/tender specifications.	Yes / No
14.	The Bidder will submit an affidavit on Rs. 100/- judicial stamp paper (Notarized) stating the Bidder accepts all the terms and conditions as mentioned in Bidding Documents.	Yes / No
15.	The firm shall undertake on Rs.100/- judicial stamp paper legally notarized that the Information provided by the firm is in accordance with terms & conditions of the Bidding documents	Yes / No
16.	The Bidder must also submit the most recent "Professional Tax certificate" of the firm.	Yes / No
17.	Firm shall submit Brochures/technical data sheet of the quoted model with technical offer.	Yes / No
18.	Firm shall provide one sample of the quoted model to the program for the verification/demonstration of specification.	Yes / No
<b>BID STATUS</b>		<b>Responsive / Non Responsive</b>

## Section IX- Check List

*[To be signed and stamped and presented on Bidder's letter head pad]*

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail-Bid	Page #	Responsive	Non-responsive
1.	Valid NTN & GST			
2.	Most recent "Professional Tax certificate" of the firm.			
3.	Copy of CNIC			
4.	FBR sale tax returns for three last financial years (i.e., 2021- 22, 2022-23 & 2023-24).			
5.	Foreign/local Manufacturer Declaration Form (as per Form 8.3)			
6.	Technical Bid Form (as per <b>form 8.9</b> of Bidding documents) on letter head of the firm duly signed and stamped.			
7.	Financial Bid Form (as per <b>form 8.10</b> of Bidding documents) on letter head of the firm, duly signed and stamped.			
8.	Bid Security Form (as per <b>form 8.11</b> of Bidding documents) on letter head of the firm, duly signed and stamped.			
9.	Performance Guarantee Form (as per <b>form 8.7</b> of Bidding documents)			
10.	General Information Form (as per <b>form 8.5</b> of Bidding documents)			
11.	Affidavit (as per <b>form 8.6</b> ) on non-judicial Stamp Paper of Rs. 100/- (i) The firm is not blacklisted by the Procuring agency. (ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws. (iii) Affidavit for correctness of information. (iv) Affidavit for correction of information Form (as per <b>form</b> of Bidding documents) on letter head of the firm, duly signed and stamped.			

Stamp & Signature of Bidder \_\_\_\_\_