

# **BIDDING DOCUMENT**



**PROCUREMENT OF MEDICAL EQUIPMENT (BIOSAFETY  
CABINET)**  
**PRO-101-2024**

**Pakistan Kidney and Liver Institute and Research Center (PKLI&RC)**

Address: One PKLI Avenue, Opposite DHA Phase 6, Lahore.

UAN (+92) 42 111 117 554, (+92) 42 36093000, 0301-4706377

Email: [info@pkli.org.pk](mailto:info@pkli.org.pk)

## CONTENTS

A. INSTRUCTIONS TO BIDDERS (ITB).....	5
General Instructions .....	5
<b>1. Content of Bidding Document</b> .....	5
<b>2. Source of Funds</b> .....	5
<b>3. Eligible Bidders</b> .....	5
<b>4. Eligible Goods and Services</b> .....	5
<b>5. Cost of Bidding</b> .....	6
<b>6. Clarification of Bidding Documents</b> .....	6
<b>7. Amendment of Bidding Documents</b> .....	6
<b>8. Qualification and Disqualification of Bidders</b> .....	6
<b>9. Corrupt or Fraudulent Practices</b> .....	7
Preparation of Bids .....	7
<b>10. Language of Bid</b> .....	7
<b>11. Documents Comprising the Bid</b> .....	7
<b>12. Bid Form and Price Schedule</b> .....	8
<b>13. Bid Prices</b> .....	8
<b>15. Documents Establishing Bidder's Eligibility and Qualification</b> .....	8
<b>16. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</b> .....	9
<b>17. Bid Security</b> .....	9
<b>18. Bid Validity</b> .....	10
Submission of Bids .....	10
<b>19. Format and Signing of Bid</b> .....	10
<b>20. E-Submission of E-Bid/Proposal</b> .....	10
<b>20.1 Only Registered Persons on E-PAD eligible to participate</b> .....	10
<b>21. Deadline for Submission of Bids</b> .....	11
<b>22. Late Bid</b> .....	11
<b>23. Withdrawal of Bids</b> .....	11
The Bidding Procedure .....	11
<b>24. Single Stage – Two Envelopes Bidding Procedure</b> .....	11

Opening and Evaluation of Bids .....	12
<b>25. Opening of Bids</b> .....	12
<b>26. Clarification of Bids</b> .....	12
<b>27. Preliminary Examination</b> .....	12
<b>28. Evaluation and Comparison of Bids</b> .....	12
<b>29. Evaluation Criteria</b> .....	13
<b>30. Contacting the Procuring Agency</b> .....	17
<b>31. Rejection of Bids</b> .....	17
<b>32. Re-Bidding</b> .....	17
<b>33. Announcement of Evaluation Report</b> .....	17
Award of Contract .....	17
<b>34. Acceptance of Bid and Award Criteria</b> .....	17
<b>35. Quantity of an Item</b> .....	17
<b>36 Limitations on Negotiations</b> .....	17
<b>37. Notification of Award</b> .....	18
<b>38. Signing of Contract</b> .....	18
<b>39. Performance Guarantee</b> .....	18
<b>40. Schedule of Requirement</b> .....	18
<b>41. Redressal of grievances by the Procuring Agency</b> .....	19
<b>B. GENERAL CONDITIONS OF CONTRACT (GCC)</b> .....	20
Contract Conditions .....	20
<b>1. Definitions</b> .....	20
<b>2. Application</b> .....	20
<b>3. Country of Origin &amp; Manufacturer</b> .....	20
<b>4. Standards</b> .....	20
<b>5. Use of Contract Documents and Information</b> .....	20
<b>6. Patent Rights</b> .....	21
<b>7. Submission of Demo unit of Equipment</b> .....	21
<b>8. Ensuring Storage / Installation Arrangements</b> .....	21
<b>9. Physical Examination / Inspection of Goods</b> .....	21
<b>10. Delivery and Documents</b> .....	21
<b>13. Warranty</b> .....	22
<b>16. Contract Amendments</b> .....	22

<b>17. Assignment.....</b>	<b>22</b>
<b>19. Delays in the Supplier's Performance .....</b>	<b>22</b>
<b>20. Penalties / Liquidated Damages.....</b>	<b>23</b>
<b>21. Termination for Default .....</b>	<b>23</b>
<b>22 Force Majeure .....</b>	<b>23</b>
<b>23. Termination for Insolvency .....</b>	<b>24</b>
<b>24. Arbitration and Resolution of Disputes .....</b>	<b>24</b>
<b>25. Governing Language .....</b>	<b>24</b>
<b>26. Applicable Law .....</b>	<b>24</b>
<b>27. Notices.....</b>	<b>24</b>
<b>C.SPECIAL CONDITIONS OF CONTRACT (SCC).....</b>	<b>25</b>
<b>Special Conditions.....</b>	<b>25</b>
<b>1. General.....</b>	<b>25</b>
<b>2. Insurance of Local Goods .....</b>	<b>25</b>
<b>3. Payment.....</b>	<b>25</b>
<b>5. Packing &amp; Marking.....</b>	<b>27</b>
<b>6. Trans-shipment .....</b>	<b>27</b>
<b>7. Place of Delivery.....</b>	<b>27</b>
<b>8. Clearance of consignment.....</b>	<b>27</b>
<b>9. Correspondence Addresses .....</b>	<b>27</b>
<b>Annexures.....</b>	<b>28</b>
<b>Invitation of Bids (Annex – A).....</b>	<b>28</b>
<b>Performance Guarantee Form (Annex – B).....</b>	<b>29</b>
<b>Manufacturer's Sole Authorization Form (Annex – C).....</b>	<b>31</b>
<b>Draft Contract Form (Annex – D).....</b>	<b>32</b>
<b>Bid Form (Annex – E).....</b>	<b>35</b>
<b>Price Schedule CIP/CPT Type (Annex – F) (Separate for complete lot).....</b>	<b>36</b>
<b>Technical Evaluation Sheet (Annex – G) .....</b>	<b>37</b>
<b>(Annex – H) (Technical Specifications) .....</b>	<b>39</b>

## A. INSTRUCTIONS TO BIDDERS (ITB)

### General Instructions

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

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

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

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

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

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

2.1 Government of Punjab.

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

3.1 This Invitation for Bids is open to all original Manufacturers / Authorized Exclusive Distributor of Foreign Manufacturer in Pakistan for supply of goods. Whereas Distributor of Authorized Exclusive Distributor of Manufacturer is not allowed to participate in bid.

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

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

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

4.1 Country of manufacturer and origin should be as defined in specification.

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

## **5. Cost of Bidding**

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

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

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation for Bids. The reservations must be submitted two days prior to the pre-bid meeting date. The Procuring Agency shall respond / clarify **any request for clarification of the bidding documents / specifications in pre-bid meeting** prior to the deadline for the submission of bids prescribed in the Invitation for Bids. The minutes of pre-bid meeting (including explanations of any query if any) will be uploaded on website(s).

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

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

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

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

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

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

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

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

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

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

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

## 9. Corrupt or Fraudulent Practices

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

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

## Preparation of Bids

### 10. Language of Bid

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

### 11. Documents Comprising the Bid

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

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

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

## **13. Bid Prices**

13.1 The Bidder shall indicate on the Price Schedule the unit prices and total Price of the goods; it proposes to supply under the Contract. The Contract will be awarded complete Lot based on Least cost.

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

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

13.4 The Bidder is required to offer competitive price in incoterms i.e (CPT) All prices must include relevant taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes / duties.

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

13.6 While tendering quotation, the present trend / inflation in the rate of goods and services in the market must be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services will be entertained after the submission of bid(s).

13.7 Lot/Item wise contract will be awarded to the bidder based on least cost subject to fulfil technical specification of quoted product/item/lot

## **14. Bid Currencies**

14.1 In CPT (Carriage Paid to) tender, the prices shall be quoted in \$/€ /¥ inclusive of all applicable taxes. Income Tax.

14.2 The price for complete Package / Tender, standard accessories including warranty periods; detail of which is already mentioned in the technical specifications will be considered for determining the lowest bidder. Optional items will not be considered while determining the lowest bidder. The Procuring Agency has the right to drop optional item(s) as per their choice, where deemed necessary.

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

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

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

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

- a) The Supplier / Agent shall have to produce Exclusive Letter of Authorization / Sole Agency Certificate from Manufacturer and in case of Manufacturer, documentary proof to the effect that they are the original Manufacturer of the required goods shall be provided, or joint venture / consortium / alliance of the Local Sole Agents / Manufacturers.
- b) National Tax Number (NTN) and General Sales Tax (GST) Number with documentary proof shall have to be provided by the bidder(s).
- c) The Bidder shall submit an affidavit on legal stamp paper that their firm has not been blacklisted in the past on any ground by any Government (Federal, Provincial), a local body



or a public sector organization. On account of submission of false statement, the Bidder shall be disqualified forthwith and subsequently black listed.

- d) The Bidder should have strong engineering background and necessary tools / test equipment, trained staff for the goods required after sales services.
- e) The Bidder is required to provide with the technical proposal the name of item(s), tender number and serial number in the exact manner as quoted in the financial proposals.
- f) The Bidder must indicate the Country of Origin of the goods, Country of Manufacturer, capacity of production of the firm (in case of manufacturer), its financial status, necessary assurance of quality production, Certificate(s) for conformity with International standards of Quality and list of qualified technical persons along with qualification and trainings, list of main service, testing and calibration tools and in case of manufacturer; the supervisory staff working in the production and quality control departments in the manufacturing plant.

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

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

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

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

16.4 Submission of Original Purchase Receipt of tender.

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

#### **17. Bid Security**

17.1 Estimated Bid Security is 2% Rs. 80,430/- of complete LOT/Item in the shape of Irrevocable Bank Guarantee/CDR/Pay Order/Demand Draft from scheduled bank. Bid Security amounting to less than 2% shall not be acceptable and should be on the following terms:

17.1.1 Bid Security is 2% of the total estimated price; denominated in Pak Rupees;

17.1.2 Separately against complete lot given in this tender document;

17.1.3 As a part of financial bid envelop, failing which will cause rejection of bid;

17.1.4 In the form of Bank Guarantee/CDR/Pay Order/Demand Draft (issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document) in the name of the Purchaser; and

17.1.5 Have a minimum validity period of **one hundred and eighty (180) days** from the last date for submission of the tender or until furnishing of the Performance Security, whichever is later.

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

17.2.1 If the Bidder withdraws the Bid during the period of the Tender validity specified by the Bidder on the Bid Form; or

17.2.2 If the Bidder does not accept the corrections of his Total Tender Price; or

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

17.3 The Bid security shall be returned to the technically unsuccessful Bidder with unopened / sealed financial bid while the unsuccessful bidder(s) of financial bid opening procedure will be returned the Bid Security only after grievances addressal. The Bid Security shall be returned to the successful Bidder upon furnishing of the Performance Security.

## 18. Bid Validity

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

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

18.3 Bidders who,

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

## Submission of Bids

### 19. Format and Signing of Bid

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

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

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

### 20. E-Submission of E-Bid/Proposal

- i) An E-Bid/Proposal shall be submitted on the E-PADS in the manner or method as specified in the advertisement before closing date for submission of each E-Bid/Proposal
- ii) The bidder shall be allowed to alter or modify his e-bid/proposal before the closing date for submission of the e-bid or proposal
- iii) The bidder shall complete and authenticate his e-bid/proposal and submit it within time.
- iv) In case e-bid/proposal including entries and record submitted on the e-PADS found corrupt, un-readable or contains virus, the e-bid/proposal shall be rejected
- v) The bidder shall submit hard copy of the financial instrument in addition to the soft copy uploaded on the E-PADS as bid security. The bid security shall only be released upon the hard copy.
- vi) The e-bid/proposal shall be opened on the E-PADS at the time and place as specified in the bidding documents.

20.1 Only Registered Persons on E-PAD eligible to participate.

No persons, firm, contractor company, consultant or any other organization shall be eligible to participate in e-Procurement by using E-PADS unless that person, firm, contractor, company, consultant or any other organization is registered with the registration system available on the E- PADS

#### 20.2 **Deadline for Submission of Bids**

Bids shall be uploaded on E-PADS till the closing date of the bids.

#### 20.3 **Hard Copy of Bid**

All E-Procurements shall be made through E-PADS. PKLI & RC does not require the submission of hard copies of related tenders, invitation to proposal and related documents.

#### 20.4 Modification and Withdrawal of Bids

- i) The Bidder can't modify once complete bid (Technical & Financial) uploaded on E-PAD after the closing date of submission of bid.
- ii) No Bid can modify 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

#### 21. Deadline for Submission of Bids

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

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

#### 22. Late Bid

22.1. All bidders are advised to upload the bids on E-Pads before the closing date and time of submission of bids. E-PADs will not accept late bids after due date and time.

#### 23. Withdrawal of Bids

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

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

### The Bidding Procedure

#### 24. Single Stage – Two Envelopes Bidding Procedure

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

- a) The bid shall comprise a single package containing two separate proposals i.e. (Technical Proposal & Financial Proposal).
- b) Both Proposals i.e. (Technical + Financial) to be uploaded on E-Pads
- c) Initially, only "TECHNICAL PROPOSAL" shall be opened using E-Pads
- d) The Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which does not conform to the specified requirements;
- e) During the technical evaluation no amendments in the technical proposal shall be permitted;
- f) The financial proposals of bids shall be opened publicly using E-PADS at a time, date and venue to be announced and communicated to the Bidders in advance;
- g) After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically Non-Responsive shall be returned un-opened to the respective Bidders; and
- h) The bid found to be the lowest evaluated bid shall be accepted.
- i) The procuring agency may adopt any other bidding procedure depending on the Nature of Procurement / Type of Goods / Equipment to be procured as per the methods of procurement prescribed in PPRA Rules 2014 and its subsequent amendments, if any.

## Opening and Evaluation of Bids

### **25. Opening of Bids**

25.1 The Procuring Agency shall initially open only “TECHNICAL PROPOSAL” through E-PADS in the presence of Bidders’ representative(s) who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The Bidders’ representative(s) who are present shall sign the Attendance Sheet as evidence of their attendance.

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

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

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

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

### **27. Preliminary Examination**

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

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

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

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

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

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

28.1 The Procuring Agency shall evaluate and compare the bids on the basis of complete lot (As demanded in the advertised tender), which have been determined to be Substantially Responsive, pursuant to ITB Clause 25.

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

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

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

## 29. Evaluation Criteria

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

### 29.2 Technical Evaluation Criteria

- I. For evaluation of bids "KNOCKED DOWN CRITERIA" will be applied. The bids conforming to the specifications and pre-requisite conditions indicated in specifications and evaluation criteria will be considered for further technical evaluation.
- II. The technical evaluation of tenders will be carried out by the designated Technical Evaluation Committee of Procuring Agency.
- III. The bid must comply with the advertised technical specifications of the quoted Single Item / Complete Package. Incomplete offer will straightaway be rejected.
- IV. The Bidder must possess Exclusive / Sole Authorization agreement from the Foreign Manufacturer. Unless otherwise specifically mentioned in the specifications of advertised tender(s) that the Exclusive Authorization of Foreign Manufacturer is not required. This can be applied only on general machinery and on a nature of medical / other equipment, where the extensive after sales services is not required or due to the any other technical reasons. This need to be identified by the Procuring Agency in the advertised specifications / Tender, if any.
- V. The Manufacturer should have documentary evidence to the effect that they are the original Manufacturer of the quoted product with indication of manufacturing site and its location.
- VI. Certificate from the manufacturer that the after sales services / backup services shall be provided jointly with the Local Sole Agent and in case of change of Local Agent, they will provide the after sales services themselves or through newly appointed agent for the period mentioned from the date of commissioning.
- VII. A Certificate from the manufacturer that the installation will be conducted in conformity with the system requirements by following the professional approach.
- VIII. Satisfactory Past performance of the bidder for quoted product.
- IX. Sufficient Technical and Engineering capabilities of the firm; where after sales services are necessary (attach a list of technical and engineering staff, special testing equipment / calibration / repair tools for equipment).
- X. The firm must have all kind of testing and calibration equipment which is required to maintain the products which they are dealing. The list of all required testing equipment will be provided along with the bid including its model numbers and serial numbers. The available testing equipment must be calibrated. The offers

- without non-availability of required testing equipment will be straightaway rejected.
- XI. Submission of valid legally enforceable exclusive authorization letter of manufacturer assuring full guarantee and warranty obligations as per enclosed manufacturer authorized form with the bid document.
  - XII. The medical equipment offered from foreign countries of USA, Europe and Japan shall be eligible to participate and must bear FDA 510k/CE/JpMHLW standard, respectively and those products should be marketed world widely; in case the origin is not mentioned in the specifications. (The product manufactured and marketed for certain region shall be knocked down). In case of high-tech equipment / or demanded in specifications, any of the above mentioned three certificates are mandatory. The country of manufacturer other than USA, Europe and Japan will not be acceptable.
  - XIII. The Non-Medical Equipment / Machinery items must bear the relevant international applicable quality standards.
  - XIV. The firms are required to quote the latest model and that model of imported 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.
  - XV. Infrastructure for execution of after sales services mentioned by the bidder shall be evaluated for its suitability as per provisions given in specifications and other requirements detailed in the technical specifications of the bidding documents.
  - XVI. The firms shall also declare the make, model, country of origin of all accessories to be provided with the equipment.
  - XVII. The Procuring Agency has the right to inspect the premises of bidder to inspect the setups ensuring proper after sales services.
  - XVIII. An affidavit from bidder on non-judicial stamp paper stating that their firm is not blacklisted by any of the Federal and Provincial Government or organizations of the State / Central Government in Pakistan.
  - XIX. The template of Bid Evaluation Report is attached as Annex – G. The Technical status of offers will be declared as Responsive, Non-Responsive and Substantially Responsive.
  - XX. The offer will be considered as Responsive if it fully meets the tender requirement and specifications. The offer which will not be as per requirement of tender and specifications is to be declared as Non-Responsive. The offer which contains the minor deviations from the specifications and the deviations would not have any kind of effect on the quality, efficiency, reliability and durability of products will be declared as Substantially Responsive, this need to be determined by the Technical Evaluation Committee. The offers which are declared as Responsive and Substantially Responsive will be considered as equivalent for the onward proceedings of tender.

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

29.2.2 Profile of the Bidder

Sr. #	Particulars	
1.	Name of the Company	
2.	Registered Office	
	Address	

	Office Telephone Number	
	Email & Fax Number	
3.	Contact Person	
	Name	
	Personal Telephone Number	
	Email Address	
4.	Local office if any	
	Address	
	Office Telephone Number	
	Fax Number	
5.	Bid Signing Authority	
	Name	
	Address	
	Personal Telephone Number	
	Email Address	
	Please enclose Authorization or Power of Attorney to sign and submit the Bidding	
6.	Address for communication under the current Bidding	
7.	Registration Details	
	NTN Registration Number	
	GST Registration Number	
	Banker's Name, Address and Account Numbers	

a) Bid Security

Sr. #	Particulars	Please Furnish Details
1.	Name of the Bank	
2.	Bank Guarantee	
3.	Date	

b) Details of Balance Sheet (last three years)

Sr. #	Audited Balance Sheets	Bidder
1.	2021-22	

2.	2022-23	
3.	2023-24	

c) Details about Income Tax (last three years)

Sr. #	Audited Years	Bidder
1.	2021-22	
2.	2022-23	
3.	2023-24	
4.	Please enclose Income Tax Returns	

d) Details about Annual Turnover (last three years)

Sr. #	Audited Years	Bidder
1.	2021-22	
2.	2022-23	
3.	2023-24	

29.2.3 Submission of original receipt of purchase of tender.

29.3 Financial Proposal(s) Evaluation

- 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 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 lowest responsible bidder will be declared with standard accessories including all warranty periods. The price of optional items will not be considered while establishing the lowest bid. The Procuring Agency has the right to drop optional item(s) as per their choice, where deem necessary.



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

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

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

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

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

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

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

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

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

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

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

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

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

## Award of Contract

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

34.1 The Bidder with technically evaluated lowest financial bid (complete Lot), if not in conflict with any other law, rules & regulations, policy of the Government shall be awarded the Contract, within the original or extended period of bid validity for complete Package / Tender. The contract shall be awarded based on the lowest price against complete Lot through Least Cost Method.

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

### **35. Quantity of an Item**

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

### **36 Limitations on Negotiations**

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

### 37. Notification of Award

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

37.2 The Notification of Award shall constitute the formation of the Contract. The implementation of the Contract shall be governed by PPRA Rules 2014 and its subsequent amendments.

### 38. Signing of Contract

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

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

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

### 39. Performance Guarantee

39.1 On the date of signing of the Contract, the successful Bidder shall furnish the Performance Guarantee / Security in accordance with the Special Conditions of Contract, in the Performance Guarantee / Security Form. The Performance Guarantee will be 05% of the contract amount. The Performance Security shall be deposited in the shape of Bank Guarantee/CDR/Pay Order/Demand Draft from schedule bank

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

### 40. Schedule of Requirement

40.1 The supplies shall be delivered / shipped within 90 days w.e.f. the next date after the date of issuance of Purchase Order (without penalty) and with prescribed penalty, as per followingschedule of requirement:

Mode of Penalty	Shipping / Delivery Period
Without Penalty	90 Days (Procuring agency may vary the delivery period according to the nature and volume of goods)

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

40.3 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.1% per day of the cost not exceeding 10% of the purchase order / contract value for late delivered supply shall be imposed upon the Supplier.

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

41.1 The Procuring Agency has constituted a committee comprising of an odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract. The bidder shall file a grievance before the grievance redressal committee through E-PADS. The bidder shall also submit a hard copy on the same to the grievance redressal committee in accordance with rules 67 of the rules.

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

### **Contract Conditions**

#### **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 medical equipment / instruments and machinery and other items which the Supplier is required to supply to the Procuring Agency under the Contract.
  - d. "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Institute / Hospital, Insurance, Transportation of goods up to the desired destinations, commissioning, training and other such obligations of the supplier covered under the Contract.
  - e. "GCC" mean the General Conditions of Contract contained in this section.
  - f. "SCC" means the Special Conditions of Contract.
  - g. "The Procuring Agency" means Hospital Dean/Hospital Director, or the procuring agency advertised the tender.
  - h. "The Procuring Agency's Country" is the country named in SCC.
  - i. "The Supplier" means the individual or firms or joint venture supplying the goods under this Contract.
  - j. "Day" means calendar day.

#### **2. Application**

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

#### **3. Country of Origin & Manufacturer**

- 3.1 Country of manufacturer and origin should be as defined in specification.

#### **4. Standards**

- 4.1 The medical equipment must comply with US-FDA 510(K) /CE/JpMHLW/ISO for specific quoted model.

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

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

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

- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on

completion of the Supplier's performance under the Contract, if so, required by the Procuring Agency.

## 6. Patent Rights

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

## 7. Submission of Demo unit of Equipment

7.1 The Demo unit of Equipment shall be submitted as per detail in ITB 16.3.

## 8. Ensuring Storage / Installation Arrangements

8.1 To ensure storage and installation arrangements for the intended supplies, the Supplier shall inform end user for pre-requisites well in time for proper installation. In case the Supplier abides by the given time frame he shall not be penalized for delay.

8.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.1% per day of the cost not exceeding 10% of the purchase order / contract value for late delivered supply shall be imposed upon the Supplier.

## 9. Physical Examination / Inspection of Goods

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

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

## 10. Delivery and Documents

10.1 The Supplier, in accordance with the terms specified in the Schedule of Requirements shall make delivery of the goods which is a maximum of 90-days from the date of issuance of this contract. The details of original documents to be furnished by the Supplier are as follows:

- 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 spare parts / Kits, Disposable / Consumables to be replaced during PPM.
- d) Quality test certificate by the manufacturer.
- e) Any other requirement by the procuring agency.

## 11. Insurance

11.1 The Goods Supply under the Contract shall be delivered Duty Pad (DDP) or CIP/CPT as mentioned under which risk is transferred to the buyer after having been delivered; hence, marine and inland insurance coverage is Supplier, s responsibility. The supplier shall Ensure insurance in advance in full of 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 shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Schedule of Requirement.

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

## 13. Incidental Services

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

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

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

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

#### **14. Warranty**

14.1 The firm shall provide a comprehensive standard warranty with parts for the period of three (03) years. The Firm shall be bound to maintain the quoted equipment during all warranty period (Standard) ("free of cost" including spare parts, Batteries, Sensors, labor, or any other type of required service). The procuring agency may increase or decrease the span of the warranty period as per their institutional requirement. The custom clearance of all the spare parts during / after warranty will be the responsibility of the supplier. The free of cost Planned / Period Preventive Maintenance (PPM) of the equipment during warranty period will be done after every three (03) months or as per the Manufacturer's recommendations whichever is earliest. The Firm shall replace Annual Maintenance Kits during the warranty Period as per the Manufacturer's recommendations. Comprehensive Warranty includes preventive maintenance, testing & calibration as per technical /service /operational manual, spare parts, consumable and labor, under warranty period of 03 years for complete equipment. All software updates should be provided free of cost. The supplier shall keep sufficient stock of spare parts required during the warranty Period. In case the spare parts are required to be imported, it would be responsibility of the supplier.

#### **15. Payment**

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

15.2 In Case of imported goods to be procured on CIP/CPT basis; 100% the payment will be made 100% via Establishing LC in favor of manufacturer. Bifurcation of payment through L.C is as follow;

- 80% payment will be released delivery at sight as per INCOTERMS.
- Whereas remaining 20% will be released after installation, commissioning and satisfactory report from End user/Bio Medical Department.

15.3

#### **16. Prices**

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

#### **17. Contract Amendments**

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

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

#### **18. Assignment**

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

#### **19. Subcontracts**

19.1 The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract except the firms involved in the Joint Venture / Consortium.

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

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

20.2 If at any time during performance of the Contract, the Supplier encounters condition(s) impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after

receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by amendment of Contract.

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

### **21. Penalties / Liquidated Damages**

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

21.2 If the firm provide substandard item and fail to provide the item the payment of risk purchase (which will be purchased by the indenter) the price difference shall be paid by the Firm.

### **22. Termination for Default**

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

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

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

### **22 Force Majeure**

22.1 Notwithstanding the provisions of GCC Clauses 20, 21, and 22, the Supplier shall not be liable for forfeiture of its Performance Guarantee / Bid Security, or termination / blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to misplanning, mismanagement and / or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of Hospital Dean/Head of Procurement, PKLI & RC, Lahore, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

**23. Termination for Insolvency**

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

**24. Arbitration and Resolution of Disputes**

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

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

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

**25. Governing Language**

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

**26. Applicable Law**

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

**27. Notices**

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

27.2 A notice shall be effective when delivered or on the effective date of Notice, whichever is later.



## C. SPECIAL CONDITIONS OF CONTRACT (SCC)

### Special Conditions

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

#### **1. General**

- 1.1 The imported goods shall be as defined in specifications
- 1.2 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.
- 1.3 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). A clearance letter / NOC will be issued by the head of concerned institution.
- 1.4 The Supplier shall be deemed to have obtained all the information regarding facilities and charges, in respect of port clearance, loading and unloading, storage, transportation, congestion, octroi, licensing fee and confirmed the requirements thereof at his own responsibility and all such costs and charges are deemed to be included in the rates and prices mentioned in the Priced BOQ and the Procuring Agency will not pay any amount over this contracted amount.
- 1.5 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 Exclusive Distributor.
- 1.6 The Supplier shall arrange the necessary arrangements for training of hospital staff including doctors, biomedical engineers, technicians and paramedical staff. The supplier shall provide training of quoted medical equipment to the hospital biomedical engineers and clinical training to the doctors.

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

- 2.1 Insurance of Goods and other materials from factory to site shall include all insurance costs covering the responsibility of all losses or damages, while loading, unloading, storing, trimming on the carrier and transporting to site up to the installation, testing & commissioning of the medical equipment.
- 2.2 Checking and verifying of consignments, issuance of receiving reports and damage reports (when applicable) shall be the Contractor's responsibility.

#### **3. Payment**

- 3.1 In case of imported goods the payment will be made 100% via establishing the LC in favor of manufacturer / beneficiary at sight and receiving shipping documents / bill of Lading, insurance, inspection certificate of the manufacturer, country of region, and Compliance of International Standards of quality as per INCOTERMS of latest version. Bifurcation of payments through LC is as follow, 80% payment will be released at sight and as per INCOTERMS. Whereas remaining 20% will be released after installation, commissioning and satisfactory report from End user/ Bio Medical Department. 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 own financial values for the establishment of LC, in case of any special requirement.
- 3.2 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 Hospital Dean/Head of Procurement PKLI & RC, Lahore, Specialized Healthcare & Medical Education Department, 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 Hospital Dean/Head of Procurement PKLI & RC, Lahore.
  - v. Copy of insurance certificate showing purchaser as the beneficiary;

- vi. The original copy 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. Original copy of the certificate of Pre-Shipment / Post-Shipment inspection furnished to Supplier by the Procuring Agency's representative (if specifically required)
  - ix. Test / Inspection Certificate of manufacturers.
  - x. Compliance Report of Internal Quality Standards.
  - xi. Product Model, Serial Number(s).
  - xii. 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.
- 3.3 The details of LC and Local items have been included for execution accordingly. For locally manufactured items the supplier shall submit prototype / samples for the approval of inspection committee to be constituted by the Procuring Agency prior to final supply. Payment will be made 100% after presentation of the Delivery / Installation / Commissioning / Completion Report of the equipment/Consumables and all other works described in Contract. Unless otherwise part payment, part delivery mentioned in the specifications.

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

- 4.1 A Log Book for the medical equipment which needs regular after sales services (To be specified by the Procuring Agency) shall be maintained by the Supplier Service Engineer in consultation with the End User / Head of the Department and Biomedical Engineer. This will include copy of Purchase Order, Name of the Equipment, Preventive Maintenance Schedule, Replacement of Spare Parts and Consumables / Disposables detail, Down Time etc.
- 4.2 The warranty will start from the date of acceptance of equipment (properly installed and inspected by committee, as per contracted specifications and handing over of related documents mentioned in GCC and will last for its warranty period at 95% uptime.
- 4.3 The maintenance will be the responsibility of the manufacturer / their agent. An annual optimal uptime of 95% is considered as acceptable level of performance.

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

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

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

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

4.8 Manufacturer / Supplier shall check system performance during and after every 3-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.

4.9 If the uptime percentage for the measurement period (3-months) shall fall short of 95%, the following formula will be applied to determine additional days in the warranty / service contract period.

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

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

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

4.12 Down time will start when the End User / HOD / Staff In-Charge / Biomedical Engineering Department notifies the designated service facility verbally or in writing to qualified technical staff of the firm stationed in the Hospital.

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

4.14 The firm will be bound to inform about equipment functionality status once trouble shoot and will submit the service report at Biomedical Engineering Department as a proof of service / repair done in response of service / repair call. The Service Report shall be duly signed and stamped by the End User / HOD / Staff In-Charge of the concerned Department.

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

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

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

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

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

**5. Packing & Marking**

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

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

**6. Trans-shipment**

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

**7. Place of Delivery**

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

**8. Clearance of consignment**

8.1 All customs clearances shall be the responsibility of the supplier.

**9. Correspondence Addresses**

PROCURING AGENCY

The Hospital Dean/Head of Procurement
---------------------------------------

PKLI & RC, Lahore
-------------------

CONTRACTING FIRM


## Annexures

Invitation to Bids (Annex – A)

### **Reference No: PRO-101-2024**

1. Pakistan Kidney and Liver Institute and Research Center, invites electronic bids through the E-Pak Acquisition and Disposal System (E-Pads) from Foreign Manufacturer/ Exclusive Sole Distributor of Foreign Manufacturer registered with the Sales Tax and Income Tax Department **PROCUREMENT OF MEDICAL EQUIPMENT (BIOSAFETY CABINET)** for PKLI & RC Lahore for the Financial Year 2024-2025 on free delivery to Consignee's end basis i.e. PKLI & RC Lahore.
2. Interested eligible bidders may get the Bidding Documents free of cost from PKLI website <https://pkli.org.pk/tenders/> with detailed specifications. A tender notice is also available for information and can be downloaded from the websites of [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) and <https://eprocure.gov.pk>.
3. Single Stage Two Envelope bidding procedure shall be applied. Bids must be submitted electronically through the E-Pak Acquisition and Disposal System (E-Pads). No hardcopy submissions will be entertained. You have to upload your bid by or before **September 25, 2024**, at **11:00 A.M.** The bids will be opened on the same day at **11:30 A.M** through E-Pad in the presence of the bidders.
4. All bids must be accompanied by a bid security @ **2% Rs. 80,430/- of estimated cost against Complete Lot** in the form of a Bank Guarantee/CDR/Demand Draft or Pay Order in favor of the Pakistan Kidney and Liver Institute and Research Center. This bid security must be uploaded as required by the E-Pad portal. Offers without this bid security shall be rejected. Additionally, the original bid security must be submitted to the address below on or before the closing date and time.
5. PKLI will not be responsible for any cost or expense incurred by bidders in relation to the preparation or electronic submission of bids. A pre-bid meeting will be held on **13.09.2024** in the conference room of the Supply Chain Department at PKLI & RC Lahore at **11:00 A.M.**
6. In the event that the date of opening is declared a public holiday by the government or a non-working day for any reason, the next official working day will be considered as the new date for uploading on E-pads submission and opening of tenders. The time and venue will remain unchanged.

**Note:** All assessments and procurement procedures, including uploading on E-Pads, downloading/receiving, opening, evaluating, and awarding, shall be governed by the Punjab Procurement Rules-2014. In case of any conflict between the bidding documents and the PPRA Rules 2014, the rules shall prevail.

**Head of Supply Chain**  
**Pakistan Kidney & Liver Institute and Research Center,**  
**Ground Floor Package A, One PKLI Avenue, Opposite DHA Phase-6, Knowledge City, Lahore.**  
**Tel: 92-42-111-117-554, Ext: 3728, Mobile # 0305-6707463**

### Performance Guarantee Form (Annex – B)

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

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

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 5% of the total Contract amount as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

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

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

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

Signature and Seal of the Guarantors / Bank

Address

Date No

te:

1. It should be valid for a period equal to the warranty period.
2. The contract will be signed / issued after submission of this Performance Security.
3. The firm may submit the Performance Security for the Complete Package by the Lead Contractor or individually for the respective portions of the firms in case of alliance.

### Manufacturer's Sole Authorization Form (Annex – C)

(Sample)

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

To: *[name of Procuring Agency]*

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

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

*[Signature for and on behalf of Manufacturer]*

Note:

1. This letter of authority should be on the letter head of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the / manufacturer.
2. It should be included by the Bidder in its bid.
3. The standard authorization letter without the declaration of Sole Distribution / Exclusive authorization by the manufacturer will not be considered and rejected Straight way.
4. The non-exclusive authorization letter is acceptable only in the case of General Machinery, IT Equipment and minor nature of Medical Equipment where extensive after sales services is not required. In this particular case, the procuring agency need to specify the requirement in the advertised specifications / tender

**(Integrity Pact)**

(To be submitted on legal stamp paper)

**AFFIDAVIT**

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

[The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Procuring Agency and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support. [The Seller/Supplier/Contractor] 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 / support.

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 the Procuring Agency under any law, contract or other instrument, be voidable at the option of the Procuring Agency.

Notwithstanding any rights and remedies exercised by the Procuring Agency in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier/Contractor] 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 the Procuring Agency.

\_\_\_\_\_ Signature & Stamp

Subscribe and Sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 2024



### Draft Contract Form (Annex – D)

(On stamp paper worth Rs. @ 25 paisa per every one hundred rupees of the total value of the contract) THIS CONTRACT is made at \_\_\_\_\_ on \_\_\_\_\_ day of 2041, between the (hereinafter referred to as the “Procuring Agency”) of the First Part; and M/s (*firm name*) a firm having its registered office at (*address of the firm*) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

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

Now this Contract Witnessed as Follows:

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

procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.

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

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

Signed / Sealed by the Manufacturer /  
Authorized Supplier/ Authorized Agent

Signed / Sealed by Procuring Agency

1.

1.

2.

2.

**Bid Form (Annex – E)**

Date:

Tender No:

Name of the Item:

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

Respected Sir,

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

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements, we shall obtain an unconditional guarantee of a bank in the sum of \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of *[number]* days from the date fixed for bid opening under ITB Clause 18 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and Address of Bidder

Amount and Currency

(if none, state "none")."

Dated this day of , 20--

Signature

(in the capacity of)

Duly authorized to sign bid for and on behalf of

Attachment

### Price Schedule CIP/CPT Type (Annex – F)

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

Tender No. and the Name of the lot/ Package Tender \_\_\_\_\_

Item. No.	Name of Item (As listed in invitation of bid)	Make	Model	Country of Origin	Country of Manufacturer	Supplier	Name of Port of Dispatch	Qty	Unit CIP/CIF Price (€/\$/¥/)	Total Price for Each Item (€/\$/¥/) Inclusive of All Applicable taxes
Total Item/Product Cost (Rs.)										

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

**Note:**

1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. Foreign currency rate will be considered on the date of opening of Financial Bid as per selling rate announced by the National / State Bank.
3. PKLI & RC is exempt from General Sales Tax under serial no. 165 & 166 of Sixth Schedule of Sales Tax Act 1990 and is also exempt from Punjab Sales Tax on Services vide notification # PRA/STE.4/2012 dated: 28-12-2015,

**Technical Evaluation Sheet (Annex – G)**

KNOCKED DOWN CRITERIA - (VENDOR EVALUTION)		
Sr. #	Evaluation Parameters	Remarks
1	Sales Tax & NTN registrations Certificate (Status = Active with FBR)	Mandatory
2	Bidder must be the manufacturer/Valid Exclusive Authorized Distribution Certificate by the Manufacturer.	Mandatory
3	The Quoted Items must be US-FDA510(K)/CE/ISO/JpMHLW Approved	Mandatory
4	Availability of relevant Tools and Testing / Calibration Equipment (Provide list of testing/Calibration Equipment details on company letter Head)	Mandatory
5	Technical & Engineering Staff (Provide list of engineering staff on company letter Head)	Mandatory
6	Up to Date After Sales Service Certificate from Manufacturer / Principal	Mandatory
7	Past Performance of Quoted Product (Provide at least two (02) Satisfactory Reports from different institutes.	Mandatory
8	Submission of undertaking on Rs. 100/- legal valid and attested stamp paper: 1. that the firm is not currently blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan 2. Compliance of all terms and condition of bidding document	Mandatory
9	All Bids must be accompanied by a bid security in the form of Bank Guarantee/CDR/Demand Draft/Pay Order in favor of Pakistan kidney and Liver Institute and Research Center and must be attached photocopy with Technical and Financial Bids, without this, the offer shall be rejected being non-responsive, whereas original Bid security must be submitted at below address before closing time and day.	Mandatory
10	Three Years Warranty with parts as per Tender (As defined in Specification Annex-A) (Undertaking on 100 rupees stamps paper)	Mandatory
11	Integrity Pact on Rs. 100/- stamp paper	Mandatory
Remarks:		(Eligible / Not Eligible for further evaluations of PART-II)

Submitted bidding document, supporting document should be signed, stamped and proper numbered and in tape binding.

**PART – II  
KNOCKED DOWN CRITERIA - (PRODCUT EVALUATION)**

Item Sr. No.	Name of Item	Remarks
01	Brand Name	
02	Quoted Model	
03	Country of Manufacturer (As Defined in Specification)	
04	Country of Origin of Product (As Defined in Specification)	
05	The Quoted Items compliance certificate (US-FDA510(K)/CE/JpMHLW/ISO)	
06	Specifications Compliance Feature Wise	Technically Acceptable / Not Acceptable
07	Technical Eligibility of Firm	Eligible / Not Eligible
	Technical Status:	Responsive / Substantially Responsive / Non- Responsive
	All firms are required to provide Specs Compliance sheet	

1. Non-Compliance of any of above evaluation parts will lead to the rejection of bid straight way.
2. The Technical Status of offers will be declared as Responsive, Non-Responsive.
3. The offer will be considered as Responsive if it fully meets the tender requirement and specifications.
4. The offer which will not be as per requirement of tender and specifications is to be declared as Non-Responsive.
5. The bids declared as Responsive will be considered as acceptable bid for further processing.
6. Demo Unit of Equipment, where required by the procuring agency will be evaluated by analyzing its Production Quality, Design, Reliability, Conformance to the specification and safe for the usage etc. This report will become part of above Performa as Sample Evaluation Report.
7. Procuring Agency may be asked (if required) to present the in-patient demonstration of required quoted product / item. The firm shall be liable to demonstrate the quoted product / item in PKLI & RC, Lahore for at least 24 – 48 hours to the entire satisfaction of the clinical end-user. End-User(s) demonstration report will become part of above Proforma.
8. In case of requirement, Procuring Agency / Technical Evaluation committee may inspect the premises of bidder to inspect the Technical and Managerial Capability / setups for ensuring proper after sales services.
9. Technical Evaluation subject to demonstration of provided unit.

TECHNICAL SPECIFICATION OF PROCUREMENT OF MEDICAL EQUIPMENT  
(BIOSAFETY CABINET)

(Annex – H)

<b>Sr #1</b>	<b>Specification of item</b>	<b>Qty</b>
<b>01</b>	<b>Biosafety Cabinets Class 2 B2 Working Area = 5 to 6 feet</b>	<b>01</b>