



## **NOTIFICATION**

**SO (STAND) 1-48/2021.** The Competent Authority is pleased to notify the Guidelines for Preparation of Bidding Documents for Procurement of Medical Equipment and Machinery. All Procuring Agencies / Hospitals under the administrative control of the Specialized Healthcare & Medical Education (SHC&ME) Department shall use these guidelines for future procurement of medical equipment and machinery for their respective hospitals. The said guidelines are also available on the official website of the SHC&ME Department at <https://health.punjab.gov.pk/>. These guidelines shall supersede the guidelines issued earlier by this department.

**SECRETARY  
TO GOVT. OF THE PUNJAB  
SPECIALIZED HEALTHCARE AND  
MEDICAL EDUCATION DEPARTMENT**

**NO & DATE EVEN:**

A copy is forwarded for information and necessary action to;

1. All the Vice Chancellors of public sector Medical Universities in Punjab
2. All the Principals of Autonomous Medical Institutions in Punjab
3. All the Heads/Dean/Executive Directors of Specialized Health Institutions in Punjab
4. All the Medical Superintendents of Teaching Hospitals in Punjab
5. Director, ICT Cell, SHC&ME Department with the request to upload the 'Notification' on the website of the department.

  
(ENGR. MUHAMMAD ATEEB)  
SECTION OFFICER (STANDARDIZATION)

**CC.**

1. PS to Secretary, SHC & ME Department
2. PS to Special Secretary (Dev. & Reforms), SHC & ME Department
3. PS to Special Secretary (Ops), SHC & ME Department
4. PA to Managing Director PPRA
5. PA to Additional Secretary (Procurement), SHC & ME Department
6. PA to Additional Secretary (Technical), SHC&ME Department
7. PA to Additional Secretary (Finance), SHC&ME Department
8. PA to Additional Secretary (Development), SHC&ME Department
9. PA to Deputy Secretary (Procurement), SHC & ME Department



**BIDDING DOCUMENT**  
**FOR**  
**PROCUREMENT OF MEDICAL EQUIPMENT**

Financial Year:\_\_\_\_\_

**[Insert Name of the  
Hospital/Institution]**

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# Section-I

## INVITATION TO BIDDERS

### PROCUREMENT OF MEDICAL EQUIPMENT FOR [INSERT NAME OF HOSPITAL / INSTITUTION]

**Bid Reference No.**\_\_\_\_\_ e-Bids are invited from Bidders i.e. manufactures / sole agents / Authorized Agents of foreign principals engaged in trading, registered on e-Punjab Acquisition & Disposal System (e-PADS) and with relevant Registration Authorities and Tax Departments/ Authorities by [Insert name of the Procuring Agency here] hereinafter referred to as "Procuring agency" in this bidding document and future correspondences. The e-Bids shall be received as per single stage two envelope bidding procedure as per PPR-2014.

2. Bidding document containing detailed specifications and terms & conditions, in the English language are immediately available after date of publication which can also be downloaded from Punjab Procurement Regulatory Authority <http://ppra.punjab.gov.pk>, e-PADS <https://punjab.eprocure.gov.pk> / Procuring Agency's website [insert details of the website of the procuring agency if available] / SHC&ME Department website (<http://health.punajb.gov.pk>) [if required to uploaded on Department's website by the procuring agency].

3. e-Bids shall be submitted Online on or before [Insert date here] at [Insert time here] Hours on e-Punjab Acquisition & Disposal System (e-PADS) <https://punjab.eprocure.gov.pk>. The bidders are encouraged to get them registered on e-PADS to enable them for participation. The bidder shall provide **up to 5% Bid Security [to be decided by the Procuring Agency]** of estimated cost of quoted item(s) / lots as mentioned in Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque with Technical Proposal [Original Bid Security to be submitted on or before time of e-Bid Opening in addition to the soft copy uploaded on the E-PADS portal]. The e-Bids submitted till stipulated date and time will be opened on the same day at [Insert Time here] Hours in the presence of the Bidders' representatives who may choose to be present at the address below. Interested eligible Bidders may obtain further information from the Designated Office of Procuring Agency [Insert Name & Address details here] before e-Bid opening date within working hours. Bid Validity is [Insert Number of Days here] days from the date of opening of bids. Item(s) shall be quoted in Technical & Financial Proposal with both Brand Name(s) and Model Name. **Hard Copies of e-Bids are not required.**

4. The procuring agency shall not be responsible for any failure on part of firms to submit an e-Bid or account of any technical error or internet failure. In case e-bid or e-proposal including entries and record submitted on e-PADS is found corrupt, unreadable, contains virus or **submitted in wrong lot, such** e-bid or e-proposal shall be rejected. Furthermore in case of lot-wise submission **e-bid will only be accepted for further evaluation if it is submitted in relevant lot.**

5. Pre-Bid meeting [if required by the Procuring Agency] has been scheduled for [Insert date here] at [Insert Time here] in the [Insert venue details of the procuring agency here]. Minutes of pre-bid meeting shall be uploaded on the website of e-PADS <https://punjab.eprocure.gov.pk> / Procuring Agency's website [insert details of the website of the procuring agency if available] / SHC&ME Department website (<http://health.punajb.gov.pk>) SHC&ME Department within \_\_\_\_\_ days, which will be considered as addendum to bidding documents.

6. The Procuring agency shall not be responsible for any cost or expense incurred by Bidders in connection with the preparation or submission of Bids. In case of

official holiday on the day of opening of e-Bids the next day will be treated as opening date, time and venue shall remain same.

7. Procurement shall be governed by Punjab Procurement Rules 2014 (amended) and Punjab Procurement Regulations 2024.

**Name, Correspondence Address,  
Phone No. Email Address of Procuring Agency**

## ADVERTISEMENT

Newspaper Advertisement to be pasted here



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

**Note: - All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 , Punjab Procurement Rules-2014 and Punjab Procurement Regulations 2024. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the later shall prevail.**

### 2.1. Introduction

#### 2.1.1 Scope of Bid

- i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. The successful Bidders will be expected to deliver, install/ commissioning (where applicable) the goods within the specified period and timeline(s) as stated in the BDS.

#### 2.1.2 Source of Funds

- i) The Procuring Agency named in the Bid Data Sheet has received a budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation for bids has been issued.

#### 2.1.3 Eligible Bidders

- i) This Invitation for Bids is open to all original Manufacturers / Sole Agents/ Authorized Agents of Foreign Manufacturers in Pakistan / Punjab for supply of goods. Whereas Distributor of Authorized Agents / Sole Agents of Manufacturer is not allowed to participate in bid.
- ii) 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.
- iii) 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.

#### 2.1.4. Eligible Goods and Services

- i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.
- ii) For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

- iii) The origin of goods and services is distinct from the nationality of the Bidder. *In any case, the requirements of Rules 10 & 26 of PPR-14 shall be followed.*

**2.1.5. Cost of Bidding**

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

**2.1.6. One person one bid**

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

**2.2. The Bidding Documents**

**2.2.1. Content of Bidding Documents**

- i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
  - (a) Invitation to Bidders
  - (b) Instructions to Bidders (ITB)
  - (c) Technical Specifications
  - (d) Bid Data Sheet
  - (e) General Conditions of Contract (GCC)
  - (f) Special Conditions of Contract (SCC)
  - (g) Schedule of Requirements
  - (h) Bid Forms
  - (i) Manufacturer’s Authorization Form
  - (j) Bidder Profile Form
  - (k) General Information Form
  - (l) Affidavit
  - (m) Bid Security Form
  - (n) Technical Bid Form
  - (o) Specification compliance Form
  - (p) Contract Form
  - (q) Financial Bid Form / Price Schedule
  - (r) Performance Guarantee Form
  - (s) Check List
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its Bid.
- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said

Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.

- iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

#### **2.2.2. Clarification of Bidding Documents**

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

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

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

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

### **2.3. Preparation of Bids**

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

- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

#### **2.3.2. Bid Form**

- i) The Bidder shall complete the Bid Form, and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, Qty, and prices.

#### **2.3.3. Bid Prices**

- i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.
- ii) Prices indicated on the Price Schedule shall be as per prescribed format given in financial bid form / Price schedule (**form 8.10**).

- iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
- iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

#### **2.3.4. Bid Currencies**

- i) Prices shall be quoted in US Dollar (US\$), UK Pound (£), Euro (€), Japanese yen (¥) and Swiss franc (CHF) unless otherwise specified in the Bid Data Sheet.

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

- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
  - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer [*Manufacturer's Authorization Form No. 8.3*] or producer to supply the same in Pakistan.
  - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract.
  - (c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

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

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.
- ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a **Certificate of Origin** issued at the time of shipment.

- iii) The documentary evidence of conformity of the goods and services to the Bidding documents (if required) may be in the form of literature, drawings, data and shall consist of:
  - (a) a detailed description of the essential technical and performance characteristics of the goods.
  - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and
  - (c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating **responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.
- v) Where a sample(s) is required by a procuring agency, the sample shall be:
  - (a) submitted as prescribed in the **BDS**.
  - (b) carriage paid.
  - (c) received on, or before, the closing time and date for the submission of bids; and
  - (d) Evaluated to determine compliance with all characteristics listed in the **BDS**.

*{However, the procuring agency may also opt to ask for samples after submission of technical bids (where require)}*
- vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-
  - (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
  - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
- vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.

- ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
- x) Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
- xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.
- xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

#### **2.3.7. Bid Security**

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

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

***provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-***

*responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency”.*

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vii) The Bid security may be forfeited:
  - a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
  - b. In the case of a successful Bidder, if the Bidder:
    - i. Fails to sign the contract in accordance with ITB Clause 2.6.3; or
    - ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
    - iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

**2.3.8. Period of Validity of Bids**

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

**2.3.9. Format and Signing of Bid**

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.
- ii) The Bidder shall authorize a person for signing, submission and further correspondence with the Procuring Agency on behalf of the bidder. Authority letter must be part of bid. However, in case of any issue the bidder shall be responsible for all consequences.
- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.



- iv) Any interlineation, erasures, or overwriting shall not be accepted, and such bid shall be rejected.
- v) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be signed and stamped by the authorized person.
- vi) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

## **2.4. Submission of e-Bids**

### **2.4.1 Sealing and Marking of Bids**

- i) The submission of encrypted electronic file by the bidders shall be deemed submission in “envelope” or “package” as mentioned in the rules.
- ii) The bidder shall submit a hard copy of Financial Instrument in addition to the soft copy uploaded on the e-PADS as Bid Security (where applicable).
- iii) As per Rule 24, Bidders shall submit their bids online through e-PADS. No bids submitted manually shall be accepted, except for and if so, specified clearly in the BDS the samples or any other items such as product catalogues, drawings which are not available in soft copies or not scan able for submission online.
- iv) Where Bid Security and/or bulky documents referred to in the preceding paragraph have to be submitted manually they shall be forwarded to the Office of the Procuring Agency's address before the designated time and date scheduled for Bid Submission (bid preparation and submission), as specified in the BDS.
- v) Bidders shall follow the Punjab Procurement Rules – 2014 (Amended) & Punjab Procurement Regulations 2024 for online submission of e-bid.
- vi) Any envelope or parcel containing the Bid Security / samples / catalogues/documents, where applicable, shall:
  - (a) **bear the name and address of the Bidder;**
  - (b) **be addressed to the Purchaser in accordance with ITB Sub-Clause 2.4.2;**
  - (c) **bear the specific identification of this bidding process indicated in ITB 2.1.1 and any additional identification marks as specified in the BDS, and**
- vii) In case an e-bid or e-proposal including entries and record submitted e-PADS is found corrupt, unreadable or contains virus, the e-bid or e-proposal shall be rejected.

**2.4.2 Deadline for Submission of Bids**

- i) Bid preparation and its submission must be executed online within time specified in the BDS. Bid Security in its original format and other items, if allowed by the Purchaser, must be submitted to the Purchaser at latest by the same time and date, and at the place **specified in the BDS**.
- ii) The Purchaser may, at its discretion as per Rule 29 of PPR-2014, extend the deadline for the e-bid submission by amending the Bidding Documents in accordance with ITB Clause 2.2.2 & 2.2.3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**2.4.3. Late Bids**

- i) Any Bid Security / samples / catalogues/documents, (where applicable) received by the Procuring Agency after the deadline for e-submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2, such e-bid will be rejected.
- ii) The Procuring Agency shall not consider for evaluation any Bid Security / samples / catalogues/documents, where applicable (where applicable) that arrives after the deadline for submission of Bids.

**2.4.4. Modification and Withdrawal of Bids**

- i) The Bidder shall be allowed to alter or modify his e-bid or proposal before the closing date for submission of e-Bid or e-Proposal.
- ii) Since the e-Procurement System allows modifications / substitutions of Bid Data and attachments by the Bidders up to the last date and time set for e-bid submission, Bidders are allowed to rework on their bids as many times as required. However, after the set deadline, the start date and time of closing, the time-lock feature of the e-Procurement system will not allow Bidders to modify / substitute their bid data and attachments in any way.
- iii) No bid may be withdrawn, substituted or modified in the interval between the deadline set for Bid submission and the expiration of the period of bid validity or any extension thereof. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).

**2.5. Opening and Evaluation of Bids**

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

- i) The Procuring Agency will open all Bids online, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
- ii) The Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid, the presence or

absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.

- iii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened until the specified time of their opening.
- iv) The envelopes holding the Technical Proposals shall be opened online one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- v) Bidders are advised to send a representative with knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
- vi) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i)**.
- vii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- viii) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.  
*[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]*

**Explanation:** The decryption of encrypted electronic file shall be deemed opening of the bid as mentioned in the rules.

#### **2.5.2. Confidentiality**

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.

- ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

#### **2.5.3. Clarification of Bids**

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide a record of the content of communication. In the case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in the case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.
- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
  - a) Evaluation & qualification criteria;
  - b) Required scope of work or specifications;
  - c) All securities requirements;
  - d) Tax requirements;
  - e) Terms and conditions of bidding documents.
  - f) Change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

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

- i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis: -
  - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and Qty, the unit price shall prevail, and the

total price shall be corrected. If the Supplier does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.

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

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

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

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

the Bid is not responsive in accordance, it shall reject the Bid.

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

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

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

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

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

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

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary

evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.

iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.

iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or package wise evaluation inclusive of prevailing taxes, duties, fees etc.

**2.5.9. Contacting the Procuring Agency**

i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.

ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation or Bid comparison may result in the rejection of the Bidder's Bid.

**2.5.10. Grievance Redressal**

**(A) GRIEVANCE REDRESSAL BY THE PROCURING AGENCY UNDER RULE 67 OF PPR-2014 AMENDED SO(CAB-I)2-9/2015 dated 20.09.2024.**

i) The Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorizations, to address the complaints of the bidders that may occur prior to the entry into force of the procurement contract.

The committee may;

- a) decide the complaint lodge by any bidder before the proposal submission date;
- b) set aside the decision of technical evaluation committee;
- c) Uphold the decision of technical evaluation committee;
- d) modify the decision of technical evaluation committee; and
- e) recommends scrapping of procurement process with reasons to be recorded in writing.

ii) Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances within five days of

announcement of the technical evaluation report and ten days after the issuance of final evaluation report.

- iii) In case the complaint is filed after the issuance of final evaluation report, the complaint cannot raise any objection on technical evaluation of the report.

Provided that detailed technical evaluation report is has been uploaded on the website of the Authority:

Provided further that the complaint may raise the objection on any part of the final evaluation report in case where single stage single envelope bidding procedure is adopted.

- iv) The committee shall investigate and decide the complaint within fifteen days of the receipt of the complaint.
  - a) The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
  - b) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
  - c) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
  - d) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

**(B) REPRESENTATION OR COMPLAINT BEFORE THE MANAGING DIRECTOR (UNDER RULE 67(A) OF PPR-2014 (AMENDED) SO(CAB-I)2-9/2015 dated 20.09.2024.**

- a) Any bidder aggrieved by any decision of the Grievance Redressal Committee may file representation before the Managing Director within **Seven (7) Days** of communication of the decision.
- b) The Managing Director may suspend the procurement proceedings till the final decision. Provided that mere filing of a representation does not mean suspension of the procurement process.
- c) In case of violation of any provision of the rules, not being a grievance as mentioned under Rule 67 of the rules, any person may file a complaint before the Managing Director.



- d) The decision of the Managing Director on representation or complaint, as the case may be , shall be final.
- e) A fee, to be decided by the Authority from time to time, in shape of demand draft shall be submitted in the name of the Managing Director for filing a representation or complaint, as the case may be. The refund of such fee in case of true and genuine representation or complaint and forfeiture in case of false and frivolous representation or complaint shall be decided by the Managing Director on case to case basis.

## **2.6. Award of Contract**

### **2.6.1. Notification of Award**

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

### **2.6.2. Performance Guarantee**

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

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

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

agreements between the parties or will issue the purchase order *[as the case may be]*.

- ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, **within seven (07) days** of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
- iii) Subject to sub-clause ii above, the contract is to be made on stamp paper(s) worth of Rs. @ 25 paisa per every one hundred rupees of the total value of the contract, under section 22(A)(B) of schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No. JAW/HD/8-21/77 (PG) dated 1st January 2014, which will be borne by the supplier.
- iv) Where no such formal signing is required by the procuring agency, the procuring agency shall issue the purchase order after the receipt of the required performance guarantee, as per rule 55 of PPR-14.

**2.6.4. Award Criteria**

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

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

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

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

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

**2.6.7. Re-Bidding**

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

#### **2.6.8. Corrupt or Fraudulent Practices**

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

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

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

- i. Coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. Collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- v. Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.”*

**ii) Blacklisting & Debarment:**

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

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

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

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

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

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

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

As per rule 21 of PPR-14:

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

- (a) acted in a manner detrimental to the public interest or good practices;
- (b) consistently failed to perform his obligation under the Contract;
- (c) not performed the Contract up to the mark; or
- (d) indulged in any corrupt practice.

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

- (a) shall forward the decision to the Authority for publication on the website of the Authority; and
- (b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

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

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

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

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

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

*As per Schedule appended with PPR-14:*

## **SCHEDULE**

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

### **BLACKLISTING MECHANISM OR PROCESS**

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

*personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*

9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of a request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons for blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."*

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

**2.6.9. Qty and volume of the goods to be considered in mind**

*[Framework Contract Modality]*

- i) While quoting the rate in a framework contract, the Bidder must consider the following facts:
  - a. Certain volume and Qty of the goods as prescribed in Bid Data Sheet.
  - b. The Bidder has to maintain the rates of the goods for the whole financial year.

- c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

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

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

**Section-III.**  
**TECHNICAL SPECIFICATIONS**

**3.1. Technical Specifications**

The quoted model of Equipment shall comply the following technical specifications. The bids fail to comply with the specifications will be rejected.

**PROCURING AGENCY TO MENTION SPECIFICATIONS**



**3.2 Country of Manufacturer:** Country of manufacturer for Equipment could be from any geographical regions (except from India & Israel) of world, subject to the eligible source of countries as prescribed by the commercial policies of Government of Pakistan, unless otherwise mentioned in technical specifications.

**3.3 Country of Origin:** All products/goods/equipment and related services to be supplied/delivered under the contract that are required to be imported in Pakistan shall have their origin and could be from any geographical region of the world, subject to the eligible source countries as prescribed by the commercial policies of Government of Pakistan.

**3.4. Quality Certification:**

The medical equipment offered from foreign countries of any geographical region of world shall be eligible to participate and must bear US FDA 510K, or CE MDR or Jp MHLW (Ministry of Health, Labour and Welfare) standard, respectively and those products should be marketed world-wide (The product manufactured and marketed for certain regions shall be knocked down). Compliance with any One/ Two **[PROCURING AGENCY TO SPECIFY]** quality standards from FDA, CE MDR and JpMHLW is mandatory. The non-medical equipment / Machinery items must bear the relevant international/national applicable quality standards.

*Note:*

- i. In case of single certification requirement, all equipment offered by manufacturers originating from regions other than the USA, Europe, or Japan shall be required to have US FDA 510(k) approval.*
- ii. In case dual certification requirement, all equipment offered by manufacturers originating from regions other than the USA, Europe, or Japan shall be required to have US FDA 510(k) approval and at least one of the following regulatory certifications:  
a. CE (Medical Device Regulation – MDR)  
OR  
b. Japan Ministry of Health, Labour and Welfare (MHLW).*
- iii. Equipment offered from the USA must have US FDA certification, from Europe must have CE MDR certification, and from Japan must have JpMHLW certification*

**3.5. Warranty:**

**3.5.1** The firm shall provide a **comprehensive warranty of five (05) years** for high-tech biomedical equipment or **three (03) years** for low-tech biomedical equipment's like. suction apparatus, nebulizers, , ECG machines, patient trolleys, infusion pumps, syringe pumps, pulse oximeter etc. **[PROCURING AGENCY TO SPECIFY]**. The firm shall be bound to maintain the equipment / items during all warranty period "free of cost" including but not limited to spare parts, update of any software, consumables and labor or any other type of required service. Custom clearance of all the spare parts during / after warranty will be the sole responsibility of the supplier (faulty part should be replaced by the brand-new genuine parts). Free of Charge Planned / Periodic Preventive Maintenance (PPM) of the equipment during warranty period will be executed after every three (03) months or as per the Manufacturer's recommendations, whichever comes earliest. The firms are required to submit their financial bids including overall warranty in accordance with the form "8.10. Financial Bid Form / Price Schedule

The Supplier further warrants that the supplied goods are in-compliance with the provisions of DRAP Act 2012/Medical Device Rules framed thereunder.

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

3.6.1 After the successful completion of the comprehensive warranty period and any applicable downtime penalty, the supplier shall provide after-sales services through a Service & Maintenance Contract for the next five years or beyond. The Service & Maintenance Contract (SMC) shall cover replacement of all types of the spare parts. The SMC will not have limited to equipment **(NAME OF EQUIPMENT TO BE MENTIONED BY PROCURING AGENCY)** and shall include every part of the whole equipment i.e. UPS with batteries etc.

3.6.2 The Annual Service & Maintenance Contract/Service Level Agreement (SLA) cost shall be 5% or less of C & F Value of Equipment, with one-year standard comprehensive warranty (to be disclosed in 8.10. Financial Bid Form/Price Schedule) henceforth referred to as the "Reference Value" for future contracts. However, the Procuring Agency / Hospital shall not be bound to enter into an SLA with the supplying firm. Upon expiry of the warranty and completion of any applicable downtime, the Hospital may, if deemed appropriate, enter into an SLA with another firm/third party through a tendering process. for the entire package or for selected items / equipment.

3.6.3 The Service and Maintenance Contract charges shall be calculated in Pak Rupees on a yearly basis as per the prevailing Foreign Currency Exchange (FEC) Rate. The payment shall be made in Pak Rupees on a quarterly basis after satisfactory fulfillment of SLA's codal formalities set by the customer/hospital.

## Section-IV: BID DATA SHEET

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

A. Introduction		
BDS Clause #	ITB #	Amendments of, and Supplements to Clauses in the Instruction to Bidders
1.	2.1.1	<p><b>Name of Procuring Agency:</b> <b>(INSERT NAME &amp; ADDRESS OF THE PROCURING AGENCY)</b></p> <p><b>The subject of procurement is:</b> <u>Guidelines Bidding Documents 05-12-25, LAHORE</u></p> <p><b>The Mode of procurement is:</b> CIF /DDP basis <b>[PROCURING AGENCY TO SPECIFY].</b></p> <p><b>Place of Delivery of goods</b> <b>[PROCURING AGENCY TO SPECIFY].</b></p> <p><b>Period for delivery of goods:</b> <b>[PROCURING AGENCY TO SPECIFY].</b></p> <p><b>Commencement date for delivery of Goods:</b> 90 days from the date of signing of contract /opening of Letter credit (LC).</p>
2.	2.1.2	<p><b>Financial year for the operations of the Procuring Agency:</b> <b>Financial Year _____ [PROCURING AGENCY TO SPECIFY].</b></p> <p><b>Name of Project:</b> <u>"Guidelines Bidding Documents 05-12-25, LAHORE</u></p> <p><b>Name of financing institution:</b> <i>Government of the Punjab</i></p> <p><b>Name and identification number of the Contract:</b> ..... <b>Bid Reference No. _____</b> <b>[PROCURING AGENCY TO SPECIFY].</b></p>
3.	2.1.3 (iv)	Joint venture is not allowed.
4.		<b>Ineligible country(s):</b> All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.
5.	2.3.6(iii)	<b>Demonstration of authorization by manufacturer:</b> The bidder shall submit the authorization by manufacturer as per Form 8.3.
B. Bidding Documents		

6.	2.2.2	The address for clarification of Bidding Documents is  (INSERT NAME & ADDRESS OF THE PROCURING AGENCY)
7.	2.2.2	Pre-Bid meeting shall be held on Day : _____ Date : _____ Time : _____ hours Venue : (Insert Name & Address of the Procuring Agency)
8.	2.3.9	One (01) complete bid One (01) complete bid (including separate Technical Bid & Financial Bid) is required to be submitted in original clearly legible scanned copies preferably colored copies through e-PADS in Whole or Lots (AS REQUIRED BY THE PROCURING AGENCY) as per e-PADS.  In case of lot-wise submission of e-Bids the bidder shall submit separate e-Bid for each lot as per e-PADS. Hard Copy of the Bid is not required.
<b>C. Bid Price, Currency, Language and Country of Origin</b>		
9	2.3.1	Language of the bid will be English. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.
10	2.3.4	In case of Letter of Credit (LC), Prices shall be quoted in US Dollar (US\$), UK Pound (£), Euro (€), Japanese yen (¥) and Swiss franc (CHF). The total price will be calculated by converting the price to Pak Rupees. The exchange rate as notified by the state bank of Pakistan, on the date of opening of Financial Proposal will be applied for conversion. In case of DDP, Prices shall be quoted in Pakistan Rupee (PKR).
11.	2.3.4	<i>In the case of CIF mode, the prices shall be quoted without all taxes &amp; duties.</i> <i>In case of DDP mode, The prices shall be quoted inclusive of all taxes &amp; duties.</i>
12.	2.1.4 (ii)	<b>Country of origin:</b> All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of Government of Pakistan or as specified in Technical Specifications
<b>D. Preparation and Submission of Bids</b>		
13.	2.1.3	Evaluation criteria is described in sub-section "Bid Evaluation Criteria" of the Bid Data Sheet.
14.	2.3.6	Spare parts required for 10 years of operation.
15.	2.2.2	<b>Bid shall be submitted to:</b> <b>Bid shall be submitted through e-PADS, Punjab</b>
16.	2.4.2	The deadline for Bid submission is a) Day: _____ b) Date: _____ c) Time: _____

17.	2.5.1	<b>Bid opening.</b> Day : _____ Date : _____ Time : _____ hours Venue : (Insert Name & Address of the Procuring Agency)
18.	2.6.2	<b>Amount of Performance Guarantee is up to 10% (TO BE DECIDED BY THE PROCURING AGENCY AS PER PPR-2014) of the value of contract / purchase order.</b> Performance Guarantee will be in PKR.
19.	2.3.8	<b>Amount of Bid Security is Up to 5% (TO BE DECIDED BY THE PROCURING AGENCY AS PER PPR-2014)</b> of Estimated Cost of the quoted Item (s) as given in Bidding Document against each Item. Original bid security in the shape of Bank Guarantee/CDR/ Bankers Cheque/Pay Order/Demand Draft (separate for each package/ lot) must be submitted physically at the below mentioned address before the date and time of submission of e-bids. Bids submitted through e-PADS shall only be entertained / accepted.
20.	2.3.9	<b>Bid validity period after opening of the Bid is _____ days (TO BE DECIDED BY THE PROCURING AGENCY).</b>
21.	2.3.9	Only one bid to be submitted through e-PADS.
<b>E. Opening and Evaluation of Bids</b>		
22.	2.5.1	<b>The Bid opening shall take place at:</b> Day : _____ Date : _____ Time : _____ hours Venue : (Insert Name & Address of the Procuring Agency)
23.	2.3.5	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <b>Pakistan Rupee (PKR)</b> The source of exchange rate shall be <i>State Bank of Pakistan</i> The date of the exchange rate, if required for the purpose of comparison, shall be: <b>the date of financial bid opening.</b>
<b>F. Bid Evaluation Criteria</b>		
24.	2.5.8	<b>A. TECHNICAL EVALUATION CRITERIA</b>  Failure to comply with any clause of Technical Evaluation Criteria will result in “Non-Responsiveness” of the bidder.  <b>Qualification:</b> <ol style="list-style-type: none"> <li>Valid NTN &amp; GST registration</li> <li>Registration with SECP/Registrar of Firms</li> <li>Undertaking / Statement on Stamp Paper of Rs. 100/- that the Party including the director, and the owners is not a subject of bankruptcy proceedings, receivership, administration receivership, or any other form of liquidation</li> <li>The Bidder shall provide an undertaking on notarized judicial stamp paper of Rs.100/- to the effect that <ol style="list-style-type: none"> <li>Acceptance of terms and conditions / tender bidding documents</li> <li>The bidder is not convicted from any court of law.</li> <li>The bidder is not blacklisted by procuring agency.</li> </ol> </li> </ol>

		<p>d. The bidder is not declared poor performer by any procuring agency.</p> <p>e. The bidder shall comply with all the terms &amp; conditions of the bidding document</p> <p>f. The bidder will submit Up To 5 % Bid Security (In Original) <b>(TO BE DECIDED BY THE PROCURING AGENCY AS PER PPR-2014)</b> of estimated cost of each item as mentioned in Tender Documents, in the form of Bank Draft /Bank Guarantee/ Call Deposit Receipt (CDR) or Banker's Cheque from any scheduled bank. The Bid Security (if applicable) will be submitted on or before e-Bid/tender opening.</p> <p>g. Authorization Certificate for Pakistan/Province of Punjab (embassy Attested/ Apostille attested) for quoted brand of Biomedical Equipment. However, the comprehensive warranty of supplied 3<sup>rd</sup> party items will be the responsibility of the bidder.</p> <p>h. The bid must comply with the advertised technical specifications. Incomplete offer will straight away be rejected. The bidder shall attach the Brochure of the quoted model. The bidder will provide viz-a-viz specification compliance sheet.</p> <p>i. Certificate from the manufacturer that the after sales services / backup services shall be provided jointly with the local sole/ authorize agent and in case of change of local agent, they will provide the after sales services themselves or through newly appointed agent for the period mentioned from the date of commissioning.</p> <p>j. A Certificate from the manufacturer that the installation will be conducted in conformity with the system requirements by following the professional approach.</p> <p>k. The quoted model of the imported product must be available on the current official website of the manufacturer <i>and</i> proof of its sale in the develop countries must also be provided otherwise quoted product shall be considered obsolete/ redundant and will be straight away be rejected.</p> <p>l. The quoted model shall be compliant with one or two <b>(AS SPECIFIED BY THE PROCURING AGENCY)</b> of the following quality standards: FDA / CE MDR / JP MHLW.</p> <p><b>Managerial &amp; Technical Capabilities:</b></p> <p>m. Bidder should have at least — <b>(NUMBER TO BE SPECIFIED BY PROCURING AGENCY)</b> foreign trained and — <b>(NUMBER TO BE SPECIFIED BY PROCURING AGENCY)</b> local trained technical staff for the quoted product/specialty.</p> <p>n. Bidder should have ISO Certification for Quality Management Systems</p> <p>o. Bidder should have proper workshops equipped with necessary calibration and testing tools, Safety Analyzers etc. <u>in Punjab.</u></p> <p>p. The bidder should have relevant inventory of spare parts availability in <u>Pakistan</u>. In case of requirement, Procuring Agency shall have the right to inspect the premises of bidder to inspect their Technical, previous experience of similar contracts and Managerial Capability / setups for ensuring proper after sales services.</p> <p><b>Financial Positioning</b></p>
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q. Average Annual financial turnover for last three financial year / last three calendar year must be **[PKR 10 MILLION TO 200 MILLION VALUE TO BE DECIDED BY THE PROCURING AGENCY IN THIS FINANCIAL WINDOW]** Million Rupees or above for local manufacturer / Sole Agent of Foreign manufacturer. Firm will provide FBR income tax return / sales Tax return for the last three financial years / during the last three calendar years.

**Past Performance**

- r. The 25% **(TO BE SPECIFIED BY PROCURING AGENCY)** of tender quantity of quoted product must have been installed in Pakistan, with supporting purchase orders / verifiable documentary evidence in the last\_\_\_\_\_ **TO BE SPECIFIED BY PROCURING AGENCY** years.
- s. The bidder shall submit \_\_\_\_\_**[Number. TO BE SPECIFIED BY PROCURING AGENCY]** satisfactory performance certificates from public sector institutions where quoted machine are installed and operational. Performance certificates from private teaching hospital or private tertiary care or private specialized hospitals with a minimum capacity of 200 beds or more shall also be acceptable

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

**B. Financial Bid Evaluation Criteria**

- i) After the 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 from technically responsive firms shall be then opened, and the total prices read aloud and recorded.
- iii) An incomplete bid shall be rejected. All items described in the technical proposal must be priced in the 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 errors in case of discrepancy between a partial amount and the total amount or between the words and figures, the formers will prevail.
- v) The bidder will quote the financial bid as per Form 8.10 Financial Bid Form / Price Schedules.

		vi) The price for complete Package / Tender with five Year Warranty Period, standard accessories; detail of which is already mentioned in the technical specifications will be considered for determining the lowest bidder. Optional items will not be considered while determining the lowest bidder. The Procuring Agency has the right to drop optional item(s) as per their choice, where deem necessary.
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### **G. Award of Contract**

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



## **Section-V:**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. Definitions**

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

- (a) "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) "The Services" means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Agency" means the organization purchasing the Goods & Services, as named in SCC.
- (h) "The Procuring Agency's country" is the country named in SCC.
- (i) "The Supplier" means the Bidder or firm supplying the Goods and Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

#### **2. Application**

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

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

**3.1.** All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

**3.2.** For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from where the Services are supplied. Goods are produced when, through

manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

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

#### **4. Standards**

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

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

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

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

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

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

#### **6. Patent Rights**

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

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

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

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

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

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

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

## **8. Inspections and Tests**

8.1. The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.

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

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

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

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

## **9. Packing**

9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling

during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

**10. Delivery and Documents**

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

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

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

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

**11. Insurance**

11.1. The Goods supplied under the Contract shall be delivered on DDP basis under which risk is transferred to the buyer after having been delivered, hence supply of goods is seller's responsibility. The marine and inland insurance coverage is Supplier's responsibility. The Supplier shall ensure insurance in advance in full on prevailing premium rates at the time of shipment of the Goods on the behalf of the Purchaser for which the cost is inclusive in the Contract Price.

**12. Transportation**

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

**13. Incidental Services**

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

- (a) satisfactory performance for specified time/ Qty on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

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

#### **14. Spare Parts**

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

- (a) such spare parts as the Procuring Agency may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

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

**15.2.** This warranty shall be as specified in SCC.

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

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

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

## **16. Payment**

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

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

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

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

## **17. Prices**

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

## **18. Change Orders**

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

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

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

change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

**19. Contract Amendments**

19.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. The manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints shall allow no variation in finalized brands / makes/models except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched.

**20. Assignment**

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

**21. Sub-contracts**

21.1. The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

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

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

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

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

22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.

**23. Liquidated Damages**

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

deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

**24. Termination  
for Default**

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;
- (b) if the Supplier fails to perform any other obligation(s) under the Contract; or
- (c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

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

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

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*



- v. *obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process*

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

## **25. Force Majeure**

25.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

25.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through the means given herein below.

## **26. Termination for Insolvency**

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

<b>27. Termination for Convenience</b>	<p>27.1.The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>27.2.The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:</p> <ul style="list-style-type: none"> <li>(a) to have any portion completed and delivered at the Contract terms and prices; and/or</li> <li>(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</li> </ul>
<b>28. Resolution of Disputes</b>	<p>28.1.After signing the contract or issuance of purchase order, The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>28.2.If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.</p>
<b>29. Governing Language</b>	<p>29.1.The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.</p>
<b>30. Applicable Law</b>	<p>30.1.The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.</p>
<b>31. Notices</b>	<p>31.1.Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.</p> <p>31.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>

**32. Taxes and Duties**

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

**33. Price Reasonability.**

The successful bidder(s) shall provide the price reasonability certificate to the effect that the rates quoted are reasonable in accordance with the market. If it is found at any stage, the quoted rates are higher than the market ones or the item(s) have been provided to any other Institute/Department etc. at less rates than the quoted ones. The firm undertakes to refund the difference amount to the purchaser on demand

## Section-VI.

### SPECIAL CONDITIONS OF CONTRACT

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

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

GCC 1.1 (g)—The Procuring Agency is:

[insert designation of head of procuring agency]

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

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

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

As specified in tender documents.

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

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

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

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

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

GCC 8.6—Inspection and tests of Goods and at final acceptance are as follows:

Inspection shall be made through designated inspection committee of the Department at port and warehouse.

**4.1 Pre-Shipment Inspection**

I. A pre-shipment inspection shall be carried out either by a two-member departmental team—comprising one administrative and one technical representative—or by a reputable third party nominated by the Procuring Agency. The Procuring Agency shall have the authority to inspect and/or test the goods to ensure compliance with the contract specifications without incurring any additional cost.

II. The inspection will cover pre-shipment checks at the manufacturer's premises as well as post-shipment checks at the local port. All costs related to these inspections shall be borne by the supplying firm. The Procuring Agency may, based on the value of the procurement, waive the requirement for pre-shipment and post-shipment inspections.

**4.1.2.** For the purpose of inspections and tests of equipment, the Supplier shall furnish all reasonable facilities and assistance, to the inspectors at no charge to the Procuring Agency. In the event that inspection & testing is required prior to dispatch and categorically mentioned in the LC clauses, the goods shall not be supplied unless a satisfactory inspection report has been issued in respect of those Goods by the Procuring

Agency. However, if the Supplier proves an undue delay in conduct of inspection on the part of Procuring Agency, the Supplier shall not be liable for penalty on account of that delay. The cost of such lab tests shall be borne by the Manufacturer/ Supplier.

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

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

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

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

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

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

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

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

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

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

#### **6. Trans-Shipment**

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. Delivery and Documents**

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

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

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

The following documents will be delivered at installed sites;

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

**In case of DDP:**

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

The following documents will be delivered at installed sites;

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

**8. Insurance**

**GCC 11.1**— The Goods supplied under the Contract shall be as specified in the schedule of Requirement. Insurance coverage is the sellers' responsibility. Since the Insurance is sellers' responsibility they shall arrange appropriate coverage. The marine and inland insurance coverage is Supplier's responsibility. The Supplier shall ensure insurance in advance in full on prevailing premium rates at the time of shipment of the Goods on behalf of the Purchaser for which the cost is inclusive in the Contract Price.

**9. Incidental Services (GCC Clause 13)**

**GCC 13.1**—Incidental services to be provided are:

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

**10. Spare Parts**

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

**11. Warranty**

The firms shall provide warranty as per ITB Clause 3.5 and post warranty services according to the ITB Clause 3.6.

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

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

1. In case of **imported goods/CIF basis**; the payment will be made 100% via establishing the LC in favor of manufacturer/beneficiary (in case of beneficiary, bidder shall provide valid justification) at sight and receiving shipping documents/ Bill of lading, Insurance, Inspection certificate of the manufacturer, Country of origin, compliance of international standards of quality as per INCOTERMS of latest version. The payment will be made in the following manner through a letter of credit to be opened by the Procuring Agency. The procuring agency may define its own financial values for the establishment of LC, in case of any special requirement.

Note: The Procuring Agency shall share Proforma Invoice of Beneficiary with manufacturer before opening LC with third party and shall proceed only after concurrence by the manufacturer.

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 **[insert designation of head of procuring agency]**, the Contract No., Goods description, Qty, 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 **[insert designation of head of procuring agency]**.
  - v. Copy of insurance certificate showing purchaser as the beneficiary;
  - vi. The original of the manufacturer's warranty certificate covering all items supplied;
  - vii. One original copy of the Supplier's Certificate of origin covering all items supplied.
  - viii. Test/ Inspection Certificate of manufacturers.
  - ix. Compliance Report of Internal Quality Standards.
  - x. Product model, serial numbers.
  - xi. Manufacturer's Guarantee Certificate to the effect that:
    - a. the goods supplied by them are strictly in conformity with the specifications stipulated in the contract.
    - b. the goods have been packed and marked suitable for transport by Sea, Rail, Road and Air in terms of the contract.
    - c. the stores supplied by them are brand new and absolutely free from any material or manufacturing defects.
    - d. Manufacturer's test certificate in respect of each consignment.

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

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

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

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

GCC 23.1—Applicable rate: 0.067% of the contract value per day after the period specified in the schedule of requirement

Maximum deduction: **10%**

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

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

- i. As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.
- ii. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The arbitrator will be appointed with mutual consent of both the parties. The decisions of the Arbitrator shall be final and binding on the Parties.

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

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

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

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

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

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

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

**19. Execution of Warranty**

19.1 A Logbook 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 a copy of Purchase Order, Name of the Equipment, Preventive Maintenance Schedule, Replacement of Spare Parts and Consumables / Disposables detail, Down Time etc.

19.2 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.

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

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

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

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

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

19.8 Manufacturer / Supplier shall check system performance during and after every 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.

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

A.	100% - 95%	No Penalty
B.	95% - 90%	The warranty period will be extended by 2.0 times the number of days as extra down time.
C.	90% - 80%	The warranty period will be extended by 3.0 times the number of days as extra down time
D.	Below 80%	The warranty period will be extended by 4.0 times the number of days as extra down time

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

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

19.12 Down time will start when the End User / 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 or to its office.

**Note:** Firm will be bound to repair the equipment within 24 hours after receiving the complaint in written/verbal. In case equipment remains faulty for 48 hours, firm shall provide alternative arrangements.

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

19.14 The firm will be bound to inform about equipment functionality status once troubleshoot and will submit the service report in Biomedical Engineering Department as proof of service / repair done in response of service / repair call. The Service Report shall be duly signed and stamped by the equipment End User of the concerned Department.

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

19.16 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.

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

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

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

## 20. Training

**20.1** The Supplier shall provide necessary trainings to hospital staff including doctors, biomedical engineers, technicians, and paramedical staff. Moreover, the supplier shall arrange hands on training of 2 biomedical engineers pertaining to repair/maintenance and troubleshooting of equipment at manufacturer site, as per modules of manufacturer and shall also provide complete details of the quoted model including but not limited to service manual, circuit diagrams etc.

**20.2** Quarterly visits of application specialist after successful commissioning of the machine (Each visit of one-week duration or more as required)

**21. General:**

**21.1** The imported goods can be from any geographical region of the world unless otherwise any other country of manufacturer is mentioned in specifications, however their delivery/provision may vary according to geographical location of their factories as per prevailing laws of Pakistan.

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

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

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

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

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

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

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

## Section-VII.

### SCHEDULE OF REQUIREMENTS

#### 7.1 Schedule of Requirements

The system shall be delivered in accordance with the terms & conditions of the contract as per following schedule of requirements on CIF/DDP (as specified by procuring agency in bid data sheet): -

**Respective Consignee's End:**

- I. The goods will be delivered at Consignee's End (**PROCURING AGENCY/ITS DESIGNATED PLACE**).

MODE OF PENALTY	DELIVERY OF 100% QTY AS PER PURCHASE ORDER
Without Recovery of Late Delivery Charges	90 days or earlier
With Recovery of Late Delivery Charges @ 0.1 % per day	After 90 days
Maximum Rate of Late Delivery Charges	<b>Maximum limit of Late Delivery Charges is as prescribed in BDS</b> (The delivery period will start from the date of opening of Letter of Credit (in case of CIF mode) to the final delivery of goods at the Consignee's end. Before establishment of LC, a draft of LC Will be shared with the supplier to avoid any discrepancy at later stage).
	After expiry of prescribed delivery period, Once the maximum limit, specified in SCC Clause 14, is reached, the procuring agency may proceed for termination of contract and legal proceedings under PPR-2014.

#### 7.2 Item details

S#	Items	Description / Specifications	Qty	Mode of Procurement	Estimated Cost (PKR In Million)

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

## Section-VIII

### FORMS

#### 8.1 Bid Form

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

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

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

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.9 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed (*if required*), this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

(if none, state "none")

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

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

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

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

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

## Bidder's JV Members Information Form

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

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

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

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

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

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

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

## Form 8.3 FOREIGN MANUFACTURER DECLARATION

(on letter head of the manufacturer)

To

[Name and designation of head of Procuring agency]

Dated:

I declare that:

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

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

- M/s \_\_\_\_\_ is our **Authorized** distributor in Pakistan for the last years. (Please attach **copies of first and last certificate(s)**).
- Our Firm will abide by all the rules and regulations, formulated by the Government of the Punjab, SHC&ME Department, Pakistan reference to this particular case and notify all changes and variations to the Product, its manufacturing status and change of Distributor.
- We confirm that our Distributor M/s \_\_\_\_\_ has the requisite technical personnel and tools required to service/ maintain the above-mentioned equipment.
- We confirm the availability of spare parts for at least 10 years.
- The firm takes the responsibility to fulfill all warranty & service contract related commitments, by themselves or through another distributor/ partner in case existing are changed.
- The firm is not declared ineligible / blacklisted by any Government/ Ministry / Division / Department / Agency / Authority / Semi Government Department or any other Organization.
- All the information provided in pursuance with this declaration is current and correct.
- We are bound to give any information to the department regarding this tender which may approach through website \_\_\_\_\_ and email \_\_\_\_\_.

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

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

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

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

\_\_\_\_\_

*[Signature for and on behalf of Manufacturer]*

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

## 8.4. Bidder Profile Form

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

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

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

Yes	No
-----	----

**b) Details of Experience (Last 05 Years)**

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

**c) Staff Detail and last month Payroll**

Yes	No
-----	----



## 8.5. General Information Form

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

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

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

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

## 8.6. Affidavit

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

*[ To be attached with Technical Bid]*

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

*(Applicant)*

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

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

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

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

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

*Signed by an authorized Officer of the company*

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

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

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

## 8.7. Performance Guarantee Form

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

*[ To be attached with Technical Bid]*

To,

*[name and address of the Procuring Agency]*

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

1. **[Please insert details]**.

(Here in after called "the Contract").

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

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

**THEREFORE WE** hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of \_\_\_\_\_ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, or \_\_\_\_\_ [insert number of days] after the rectification of the Defects, whichever is later.

**[NAME OF GUARANTOR]**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_

**8.8. Technical Bid Form**

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

Sr. No.	Product Name	Model Name	Country of Manufacturer	Country of Origin	Brand Name / Make	Qty

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

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

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

### 8.8 (a). Specification Compliance Form

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

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

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

## 8.9. Contract Form

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

THIS AGREEMENT made on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *[name of Procuring Agency]* of *[country of Procuring Agency]* (hereinafter called "the Procuring Agency") on the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") on the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and 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; and
- (f) the Procuring Agency's Notification of Award.
- (g) Contract agreement
- (h) Complete Bidding document

3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

## 8.10. Financial Bid Form/Price Schedule

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

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

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

### (CIF Items)

Item No.	Name of Item (As listed in Invitation of bid)	Make	Model	Country of Origin	Country of Manufacturer	Name of Port of dispatch	Total Qty	Unit Price with One Year Standard Comprehensive Warranty (FC Price)	Four Years Additional Comprehensive Warranty (FC Price) (Per unit)	Total Price with Five Years Comprehensive Warranty (FC Price)
Total Price (FC Price)										

*FC= foreign currency*

### (DDP Items)

Prices shall be quoted in PKR

Sr.	Field	Details/ Amount (PKR)
1.	Item No.	
2.	Name of Item (As listed in Invitation of Bid)	
3.	Make	
4.	Model	
5.	Country of Origin	
6.	Country of Manufacturer	
7.	Supplier	
8.	Quantity	
9.	Unit Price (Excluding Duties/ Taxes)	
	Income Tax	
	Sales Tax	
	Custom Duty	
	Additional Sale Tax	
	Any other Applicable Taxes/ Duties	
10.	Unit Price with One-Year Standard Comprehensive Warranty Inclusive of all duty/ taxes.	
11.	Price of Four Years Additional Comprehensive Warranty (Per Unit)	

<b>12.</b>	<b>Total Price with Five Years Comprehensive Warranty (Including All duty/ taxes)</b>	
<b>Details of each Optional Item (Name, Make, Model, Country of Manufacturer and Origin etc.)</b>		
<b>13.</b>	<b>Optional Item Unit Price (Excluding Taxes)</b>	
<b>14.</b>	<b>Optional Item Taxes / Duties</b>	
<b>15.</b>	<b>Optional Item Total Price including all duties/ taxes.</b>	

- 1) *The price for complete Package / Tender (CIF & DDP items) with \_\_\_\_\_**[details to be inserted by procuring agency]** Years Warranty Period, standard accessories; detail of which is already mentioned in the technical specifications will be considered for determining the lowest bidder.*
- 2) *In case of discrepancy between unit price and total, the unit price shall prevail. Optional items will **not** be considered in determining the lowest bidder. The Procuring Agency reserves the right to drop optional item(s) at its discretion, wherever deemed necessary.*
- 3) *In the case of DDP the bidder must mention all applicable taxes and duties separately as indicated in the form. If any exemption of taxes or duties is applicable, the bidder shall submit the required documentation timely, the Procuring Agency shall **facilitate the bidder** in providing any required documentation for exemption of duty/taxes only. The bidder shall be responsible for all the custom clearance matters. In case exemption of any duty/taxes, **Procuring Agency shall have the right to deduct the equivalent amount from the payment***

4) Stamp & Signature of Bidder \_\_\_\_\_



## 8.11. Bid Security Form

*[To be signed & stamped by the Bidder and reproduced on the letter head]*

*[To be attached with Financial Bid]*

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

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

THE CONDITIONS of this obligation are:

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

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

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

---

*[Signature of the bank]*

## Form 8.12 Bid Evaluation Sheet (Template)

Part-I Commercial Parameters		
Sr. No.	Evaluation Parameters	M/S ABC
<b>1.</b>	NTN & GST (Valid)	Yes / No
<b>2.</b>	Bid Security	Yes / No
<b>3.</b>	Registration with SECP/Registrar of Firms	Yes / No
<b>4.</b>	Undertaking / Statement on Stamp Paper of Rs. 100/- that the Party including the director, and the owners is not a subject of bankruptcy proceedings, receivership, administration receivership, or any other form of liquidation	Yes / No
<b>5.</b>	Average Annual Turnover as per tender requirement	Yes / No
<b>6.</b>	The bidder shall comply the all the terms & conditions.	Yes / No
<b>7.</b>	Affidavit from Bidder as per Form 8.6	Yes / No
<b>8.</b>	Bid Validity	Yes / No
<b>9.</b>	Delivery Period as per schedule of requirement	Yes / No
<b>Remarks:</b>		(Eligible/ Not Eligible for further evaluations of PART-II)
Part-II Technical Parameters		
Sr. No.	Evaluation Parameters	M/S ABC
<b>1.</b>	Valid Sole Agent Certificate for the Pakistan/Province in Punjab	Yes / No
<b>2.</b>	Compliance with advertised specifications including Optional	Yes / No
<b>3.</b>	Certificate from the manufacturer that the after sales services / backup services and installation	Yes / No
<b>4.</b>	Compliance of quality standards for quoted product as mentioned in known down criteria	Yes / No
<b>5.</b>	Brochures attached to verify the specifications	Yes / No
<b>6.</b>	Foreign and Local trained technical staff as per tender	Yes / No
<b>7.</b>	ISO Quality certification of the bidder	Yes / No
<b>8.</b>	Workshop certificate and list of calibration and testing tools	Yes / No
<b>9.</b>	Details of Spare Parts	Yes / No
<b>10.</b>	Satisfactory local market business history and installed As mention in Technical Evaluation Criteria <b>TO BE SPECIFIED BY PROCURING AGENCY</b> Qty during last <b>TO BE SPECIFIED BY PROCURING AGENCY</b> years	Yes / No
<b>Remarks:</b>		(Eligible/ Not Eligible for further evaluations of PART-III)

<b>Part-III Product Parameters</b>		
<b>Sr. No</b>	<b>Evaluation Parameters</b>	<b>M/S ABC</b>
<b>Item name:</b>		
<b>1.</b>	Brand	
<b>2.</b>	Model	
<b>3.</b>	Country of Manufacturer	
<b>4.</b>	Country of Origin of Product	
<b>5.</b>	Compliance with defined quality standards	Yes / No
<b>6.</b>	Availability of quoted model on manufacturer website	Yes / No
<b>7.</b>	Specification Compliance features wise (the bidder will provide viz-a-viz specs compliance sheet) as per Section III (3.1) and submit the technical offer according to technical bid form 8.8 (a)	Technically Acceptable /Not (Mention the reasons)
<b>Technical Eligibility of Product</b>		Eligible / Not Eligible
<b>OVER ALL BID STATUS</b>		<b>Responsive / Non-Responsive</b>

## Section IX- Check List

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

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

Sr. #	Detail-Bid	Page #	Responsive	Non-Responsive
1.	Valid NTN & GST			
2.	Valid sole Agency Agreement			
3.	Broachers of the quoted items			
4.	DRAP Registration certificate(If applicable)			
5.	USA (FDA 510k) / CE(MDD/MDR) / Jp MHLW certificate as per tender			
6.	Foreign Manufacturer Declaration Form (as per Form 8.3)			
7.	Technical Bid Form (as per <b>form 8.9</b> of Bidding documents) on letter head of the firm duly signed and stamped.			
8.	Financial Bid Form (as per <b>form 8.1</b> of Bidding documents) on letter head of the firm, duly signed and stamped.			
9.	Bid Security Form (as per <b>form 8.11</b> of Bidding documents) on letter head of the firm, duly signed and stamped.			
10	Performance Guarantee Form (as per <b>form 8.7</b> of Bidding documents)			
11	General Information Form (as per <b>form 8.5</b> of Bidding documents)			
12	<p>Affidavit (as per <b>form 8.6</b>) on non-judicial Stamp Paper of Rs. 100/-</p> <p>(i) The firm is not blacklisted by the Procuring agency.</p> <p>(ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws.</p> <p>(iii) Affidavit for correctness of information.</p> <p>Affidavit for correction of information Form (as per <b>form</b> of Bidding documents) on letter head of the firm, duly signed and stamped.</p>			

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