STANDARD BIDDING DOCUMENT

PROGRAM FOR REVAMPING OF EMERGENCY SERVICES AT TERTIARY CARE HOSPITALS IN PUNJAB, MEDICAL EQUIPMENT (YEAR 2022 - 23)



SHEIKH ZAYED MEDICAL COLLEGE/HOSPITAL RAHIM YAR KHAN

GOVERNMENT OF THE PUNJAB HEALTH
DEPARTMENT

TELEPHONE No. 068-9230066

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TENDER NOTICE

Sheikh Zayed Medical College/ Hospital, Rahim Yar Khan invites sealed bids from firms having established credentials in terms of Technical, Financial and Managerial capabilities for the procurement of Medical Equipment for the ADP Scheme titled "Program for Revamping of Emergency Services at Tertlary Care Hospitals in Punjab (Sheikh Zayed Hospital, Rahim Yar Khan)" (ADP No. 426) for the Financial Year 2022-23:

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As per details given in the Tender/ Bidding documents for the financial year 2022-23 on (DDP) free delivery on consignee's Rahim Yar Khan or LC basis, as the case may be on following terms.

- Interested bidders may get the bidding document from "Office of Development Wing, Sheikh Zayed Medical College/Hospital, Rahim Yar Khan" or download from official website www.szmc.edu.pk during office hours immediately after the publication of this advertisement upto03-09-2022 by 09:00 a.m. The bidders are required to submit the written request for the issuance of tender along with copy of CNIC and non-refundable fee of Rs.2000/-.
- Single-Stage Two Envelops bidding procedure shall be applied. The envelops shall be marked
 as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters. The
 Financial Proposal of bids found technically rion-responsive shall be returned unopened to the
 respective bidders.
- 3. Sealed bids are required to be brought in person by the authorized representative of the interested bidder or by registered post on or before 03-09-2022 by 09:30 a.m positively. The bids received till the stipulated date & time shall be opened on the same day at 10:00 a.m.,the bidders or their authorized representatives may witness the opening of bids, if so desired.
- 4. The bidders are required to submit the company profile including Technical, Engineering, Managerial capabilities, after-sale services and past Experience/Performance along with their Technical Bid strictly in the manner, prescribed by the bidding document.
- The bidders are required to quote latest model of machinery/equipment and give their best and most competitive prices for the equipment.
- The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
- 7. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds:
- 8. The Procuring Agency shall incur no liability, solely by virtue of its invoking Clause (6) towards suppliers of sontractors who have submitted bids or proposals.
- Notice of the rejection of all bids or proposals shall be given promptly to all suppliers or contractors that submitted bids or proposals.
- Procurements shall be governed by the Punjab Procurement Regulatory Authority Act 2009 & rules made thereunder.
- 11. All Taxes & Duties will be charged as per Government rules (if applicable) and there will be 3% bid security of the estimated cost.

(Prof. Dr. Muhammad Saleem)

Principal

Sheikh Zayed Medical College/Hospital

Rahim Yar Khan Phone No. 068-9230066

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General Instructions:

1. Content of Bidding Document

- 1.1 The goods required, bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
 - (a) Instructions to Bidders (ITB);
 - (b) General Conditions of Contract (GCC);
 - (c) Special Conditions of Contract (SCC);
 - (d) Schedule of Requirements;
 - (e) Technical Specifications:
 - (f) Contract Form;
 - (g) Manufacturer's Authorization Form;
 - (h) Performance Guaranty Form;
 - (i) Bid Form; and
 - Price Schedule (j)
- 1.2 The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 1.1 said Bidding Documents shall take precedence.
- 1.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

2. Source of Funds

2.1 Government of Punjab.

3. Eligible Bidders

- 3.1 This Invitation for Bids is open to all original Manufacturers/authorized sole Agents of Foreign/Local manufacturers in Pakistan for supply of goods.
- 3.2 The bidder must possess valid legal enforceable exclusive authorization from the Foreign/Local Manufacturer; they should have a documentary proof to the effect that they are the original Manufacturer of the required goods.
- 3.3 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), a local body or a public sector organization

4. Eligible Goods and Services

- 4.1 Country of manufacturer should be of USA, Europe and Japan; unless otherwise any other country of manufacturer is mentioned in specifications. However, country of origin of equipment could be from any geographical region of the world as per laws of Pakistan.
- 4.2 For the purpose of this clause, (a) the term "Goods" includes any Goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related services such as transportation, insurance, after sale service, spare parts availability, etc. For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. In case of the "manufacturer" the "origin" means the firm is based and registered in that country and registered with their stock exchange. Goods, are produced when, through manufacturing or processing, or substantial and major assembly of components, a commercially recognized product is produced that is substantially different in basic characteristics or in purpose or utility from its components.

5. Cost of Bidding

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

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry shall be sent to all prospective Bidders that have received the bidding documents.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 7.2 All prospective Bidders that have received the bidding documents shall be notified of the amendment in writing, and shall be binding on them.
- 7.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.

8. Qualification and Disqualification of Bidders

8.1 In the absence of pregualification, the Procuring Agency shall determine to its satisfaction whether the Bid an selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract of Medical Inc., in

accordance with the criteria listed in ITB Clause 29.2.

The determination shall take into account the Bidder's financial, technical or progratified ababilities with case of the infrastructure of the firm, past performance in similar contracts, engineering staff and their ababilities, of inventory of spare parts, repair and calibration tools, workshop facilities to provide the after sales services. It small be based applications of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB

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Clause 29.2, as well as such other information as the Procuring Agency deems necessary and appropriate.

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

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

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

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

9. Corrupt or Fraudulent Practices

- 9.1 The Procuring Agency requires that all Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of rule 2 (P) of PPRA 2014 and its subsequent amendments, if any, the Procuring Agency:
 - defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another
 - (ii) collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
 - (iii) corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - (iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (v) obstructive practice by harming or threatening to harm, directly of 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 assorrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights.
 - shall reject a proposal for Award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract.

Preparation of Bids

10. Language of Bid

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

11. Documents Comprising the Bid

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

12. Bid Form and Price Schedule

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

13. Bid Prices

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

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

13.3 The Bidder should quote the prices of goods according to the technical specifications for each item of complete

package/Tender. The specifications of goods, different from the demand of ending and packaged liems, shall straight way be rejected.

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- 13.4 The Bidder is required to offer competitive price. All prices must include relevant taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
- 13.5 Prices offered should be for each item of complete package/Lot with accessories; detail of which is already mentioned in the technical specifications.
- 13.6 While tendering your quotation, the present trend/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained after the bid has been submitted.

14. Bid Currencies

- 14.1 In case of DDP & CIF tender, the Prices shall be quoted in Pak Rupees or \$, £, € ¥ and CHF respectively depending upon the case
- 14.2 State Bank of Pakistan's foreign currency selling rate will be considered from the date of opening of financial bid for comparison purposes.
- 14.3 The price for complete package/Tender, standard accessories; detail of which is already mentioned in the technical specifications will be considered for determining the lowest bidder. Optional items will not be considered while determining the lowest bidder.

15. Documents Establishing Bidder's Eligibility and Qualification

- 15.1 The Bidder shall furnish, as part of its technical bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 15.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of bid, is an eligible as defined under ITB Clause 3...
- 15.3 The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation shall include:
- (a) The Supplier/ agent shall have to produce Exclusive letter of authorization / Sole Agency Certificate from Manufacturer and in case of Manufacturer, documentary proof to the effect that they are the original Manufacturer of the required goods shall be provided, or joint venture/ consortium/ alliance of the local Sole agents/manufacturers.
- (b) National Tax Number (NTN) and General Sales Tax Number (if applicable) with documentary proof shall have to be provided by the bidder(s).
- (c) The Bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm has not been blacklisted in the past on any ground by any Government (Federal, Provincial), a focal body or a public sector organization. On account of submission of false statement, the Bidder shall be disqualified forthwith and subsequently black listed.
- (d) The Bidder should have minimum 02-year experience which will be counted from the date of Authorized Letter of Principal/Local Manufacturer. The items quoted by the bidder/ Manufacturer should already have been used in different public/ private institutions/ hospitals, documentary proof is required to submit in this regard. Authorization is not required in case of manufacturer.
- (e) The Bidder is required to provide with the technical proposal the name of item(s), tender number and serial number in the exact manner as quoted in the financial proposals.
- The Bidder (in case of manufacturer) shall provide a list of plant, major machinery and equipment installed in the factory. All necessary equipment must be calibrated and validation certificate to be included in the technical bid.
- (g) The Bidder shall provide firms balance sheet, latest tax paid, audit inspection report (if undertaken) and at least one-year bank statement.
- (h) The Bidder shall provide total list of products it supplies in the market. The Bidder shall also be responsible for providing up to date and authentic contact details of both private and public institutions to which it has supplied over the last two years. Bidder shall also provide supply order details over last one (02) year with complete and up to date details of its distribution sub-offices or/and representatives.

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

- 16.1 Pursuant to ITB Clause 11, the Bidder shall furnish along with technical proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.
- **16.2** Submission of Original Purchase Receipt of tender.
- 16.3 Afternative bid is not allowed also a bidder cannot submit two bids. If the bidder quotes an alternative bid or submit two bids, then the bidder will be considered as non-responsive.

17. Bid Security

- 17.1 Bid. Security is 3% of the item price (with standard accessories) in the shape of irrevocable Bank Guarantee or CDR from scheduled bank. Bid Security amounting to less than 3% shall not be acceptable
- 17.2 In the form of Demand Draft / Pay Order / Call Deposit Receipt / Bank Guarantee (issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document) in the name of the Purchaser;
- 17.3 Have a minimum validity period of one hundred twenty (120) days from the last date for submission of the tender or until furnishing of the Performance Security, whichever is later.
- The Bid Security shall be forfeited by the Purchaser, on the occurrence of any all of the following conditions:

 17.4.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified with Tenderer on one of the Tenderer does not accept the corrections of his Total Tender Price; or
- the Lender Form; or

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

 17.4.8 If the Tenderer, having been notified of the acceptance of the Tender by the Rurches Aurine the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Price; or 17.5 The Bid security shall be returned to the technically unsuccessful Tender of the Union Security shall be returned to the technically unsuccessful Tender of the Bid Security shall be returned to the successful Tenderer upon furnishing and the Bid Security only. The Bid Security shall be created to the successful Tenderer upon furnishing and the Bid Security only. The Bid Security shall be created to the successful Tenderer upon furnishing and the Bid Security only. The Bid Security shall be created to the successful Tenderer upon furnishing and the Bid Security only. The Bid Security shall be created to the successful Tenderer upon furnishing and the Bid Security only. The Bid Security shall be created to the successful Tenderer upon furnishing and the Bid Security only. The Bid Security shall be created to the successful Tenderer upon furnishing and the Bid Security only. The Bid Security only and the Bid Security on the Bid Security on

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Bid Validity

- 18.1 Bids shall remain valid for a period of 120 days after opening of Technical Bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- 18.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity. Such extension shall not be for more than the period equal to the period of the original bid validity.
- 18.3 Bidders who.
 - (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
 - (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids, if any.

Submission of Bids

19. Format and Signing of Bid

- 19.1 The bid shall be typed and all pages shall be numbered and signed by the Bidder or Lead Bidder (in case of tender with the permission of alliance/ Joint venture for the bidding of complete package i.e. more than one equipment in a single tender) or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid.
- 19.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person of persons signing
- 19.3 All biding documents to be duly attested (signed and stamped) by the authorized person of bidder or Lead Bidder.

20. Sealing and Marking of Bids

- 20.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope is should contain the package name and its number.
- 20.2 The inner and outer envelopes shall:
 - a) be addressed to the Principal Sheikh Zayed Medical College/Hospital, Rahim Yar Khan (Procuring Agency) at the address given in the Invitation for Bids; and
 - bear the Institution/Hospital name and number indicated in the Invitation for Bids, and shall be inscribed by the following sentence: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the invitation for Bid.
- 20.3 The inner envelopes shall also indicate the name and address of the Bidder/ Lead Bidder to enable the bid to be returned unopened in case it is declared as non-responsive or late.
- 20.4 If the outer as well as inner envelope is not sealed and marked properly, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

21. Deadline for Submission of Bids

- 21.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address specified under ITB Clause 19.1 not later than the time and date specified in the Invitation for Bids.
- 21.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights
- and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22. Late Bid

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

23. Withdrawal of Bids

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

The Bidding Procedure

24 Single stage – two envelopes bidding procedure

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

Opening and Evaluation of Bids

25. Opening of Bids by the Procuring Agency

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

25.2 The Bidders' names, item(s) for which they quoted their rate and such of the distance is a single modified Agency, at its discretion, may consider appropriate, shall be announced by the opening of technical proposal, bid opening, except for late bids which the bearing dunpering to the Bidder guastiant to ITB Clause 21. However, at the opening financial proposals with the bid prices, Sheikh Zayed Medical College/Hospital, Rahim Yar Khan 31 244411 year khan

discounts (if any), and the presence or absence of requisite bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

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

26. Clarification of Bids

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

27. Preliminary Examination

- 27.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made (at the time of opening the financial proposal), whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 27.2 In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.
- 27.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation (or changes the substance of the bid), provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 27.4 Prior to the detailed evaluation, pursuant to ITB Clause 27 the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions shall be deemed to be a material deviation for technical proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 27.5 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

28. Evaluation and Comparison of Bids

- 28.1 The Procuring Agency shall evaluate and compare the bids on the basis of Complete package/Lot (As demanded in the advertisement), which have been determined to be substantially responsive, pursuant to ITB Clause 25.
- 28.2 The Procuring Agency's evaluation of technical proposal/bid shall be on the basis of previous performances, test reports, inspection of plant/ factory/ premises; previous experience of similar contracts, availability of engineering staff and their capabilities, inventory of spare parts, workshop facility to provide the after sales services, financial soundness and such other details as already highlighted. However, the evaluation of financial proposal shall be on the basis of price Inclusive of prevailing taxes and duties in pursuant to ITB Clause 13, 14.
- 28.3 All bids shall be evaluated in accordance with the evaluation criteria (ITB Clause 29) and other terms and conditions set forth in these bidding documents.
- 28.4 In case of procurement on CIF/CIP/C&F basis; for the purpose of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees in pursuant to ITB Clause 13. The rate of exchange shall be the selling rate, prevailing on the date of opening of Financial Bids specified in the bidding documents, as notified by the State Bank of
- 28.5 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

29. Evaluation Criteria

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

29.2 Technical Evaluation Criteria (COMPULSORY PARAMETERS)

Failure to comply with any compulsory parameter will result in disqualification of bidder.)

PART	-I. KNOCK DOWN CRITERIA (COMMERCIAL EVALUATION) (MEDICAL EQU	IPMENT)	
Sr. #	COMPULSORY PARAMETERS	MACABC	M/S XYZ
4	Item name/Tender	/es/ Wo	Yes / No
128	Original receipt for purchase of tender	Med toward	Yes / No
	Copy of the Proprietor's CNIC is attached?	Wes Monday	Yes / No
70.2	Registration status issued by FBR (NTN/STRN) is active as per ATL on FBR?	FCP5 SUBBINO H. What	Yes / No
.\\$ ⁵⁾	An affidavit (as per specimen Performa on stamp paper of Rs 100/-) Head of Care	o Wegne Acolede H Was Kings	Yes / No

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6.	Bid Security	Yes / No	Yes / No
7.	Bid Validity	Yes / No	Yes / No
8.	Delivery Period	Yes / No	Yes / No
9.	The tender documents are signed, stamped and proper page number marking.	Yes / No	Yes / No
10.	The bidder/bidders has been blacklisted by any public sector organization	Yes / No	Yes / No
11.	Past performance of the bidder. (Min 02 Years of Quoted Product) (Only Supply Orders and Installation/Commissioning certificate issued by Head of Institution shall be acceptable)	Satisfactory / Unsatisfactory	Satisfactory / Unsatisfactory
12.	Company registration certificate is attached? (SECP or PRA in case of local supplier)	Yes / No	Yes / No
	Remarks .	(Responsive/ Not-Responsive)	(Responsive/ Not-Responsive)
PAR	T-II. KNOCK DOWN CRITERIA (MEDICAL EQUIPMENT)		
13.	Valid Manufacturing License	Yes / No 🛒	Yes / No
14.	Exclusive/Sole authorization agreement from the Foreign Manufacturer	Yes / No	Yes / No
15.	Certificate from the manufacturer that the after sales services / backup services shall be provided jointly with the local sole agent and in case of change of local agent, they will provide the after sales services themselves or through newly appointed agent for the period mentioned from the date of commissioning.	Yes / No	Yes / No
16.	A Certificate from the manufacturer that the installation will be conducted in conformity with the system requirements by following the professional approach.	Yes / No	Yes / No
17.	Submission of valid legally enforceable exclusive authorization letter of manufacturer assuring full guarantee and warranty obligations as per enclosed manufacturer authorized form with the bid document.	Yes / No	Yes / No
18.	Valid Manufacturing License of quoted item, with certified documentary evidence of manufacturing site & location.	Yes / No	Yes / No
19.	Acceptance of terms and condition of tender documents duly signed and stamped	Yes / No	Yes / No
20.	The medical equipment offered from foreign countries of USA, Europe and Japan shall be eligible to participate and must bear FDA510k, CE(MDD) or MHLW (Ministry of Health, Labor and Welfare) standard.	Yes / No (Country Name & Certification)	Yes / No (Country Name & Certification)
21.	The firms shall also declare the make, model, country of origin and country of manufacturing of all standard accessories to be provided with the equipment.	Yes / No (Country Name & Certification)	Yes / No (Country Name & Certification)
22.	The quoted model of imported product shall be available on the current official website of the manufacturer; otherwise the quoted product shall be considered obsolete/ redundant and will straight away be rejected. (Web link and Screenshot must be attached)	Yes / No	Yes / No
	Remarks	(Responsive/	(Responsive/ No

<u>Note</u>; – For evaluation of bids KNOCKED DOWN CRITERIA will be applied. The bids conforming to the specifications and prerequisite conditions indicated in specifications and compulsory parameter shall be evaluated for below mentioned parameters to determine <u>Responsive and Non-Responsive Bids</u>.

and a property of the contract	_ *
- 10 A D T - B / - E V / A S F I A S I / A I / A D I T E D I A	(ORDINARY PARAMETERS FOR MEDICAL FOLLIPMENT)
- FMR I MIVE BLANK I MAIN IN I LINE FROM	CIUSIBNAS FASANE IEST EUS MEDICAL ELBRINES EL

jarr# E	Parameters .	Detai	Marks		Max Mark	S .
Product Business Experience (Minimum two year experience required) Supply order with completion reports issued by the head of institution	. i	i,	2 to 4 years	5 _		1 2. 2 2.
	ii.	5 to 7 years	8	10	1	
	iił.	Above 7 years	10			
Rah	Financial soundness II. (Bank statement is not required, attach bank certificates)	i.	Audited Accounts 2 years	3	for you dissanded the soliday to the form and the soliday of the s	
II. .		ìi.	Tax Return (2 years)	4	10	
		iii.	Bank's Financial Standing Certificate (proportionate)	14277		
. 13	g, Product Strength	i.	FDA, CE MDD, MBBS, FCPS, PPONS OF SUITERY DE	Sufai	10	
	Product quality certification	ii.	Any two or more above what a Surgery De	H10	10	

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		iii.	Pre-qualification with govt. semi govt. autonomous institutions	4	
IV. Physical/cosmetic features of the Product		i.	90% of the specifications	5	10
		ii.	100% of the specifications	10	10
٧.	Firm Certifications	i.	Certifications (ISO: 9001:2008)	4	4
		i.	3 to 5	4	
		ii.	5 to 7	7	
	Technical or engineering capacity of	iii.	More than 7	10	gweilita,
	company or firm		Additional		20
VI.	(Bank Salary/ Account for authenticity. Evidence of same to be submitted along		O2 for each DAE	un de	20.
	with the list of staff)		03 for each B.Sc Engineering	3	
			05 for each M.Sc	jør Nave	
			07 for Ph.d	F.	
		i.	1 to 2	2	Mary Committee Associated Advisory Committee
VII.	Engineering / Training on Particular Product (by Manufacturer / Factory)	ii.	2 to 4	4	6
		iiì.	5 or more	6	4
	General overall experience in reference to	i.	Public sector	4	
/111.	the Product Number of references provided		Private sector	4	8
	Private sector + Public sector	iii	Both	8	
	Overall reputation in reference to the	i i.	No complaint investigated & established for last 02 years	10	
IX.	Product (Affidavit on court stamp paper of minimum Rs. 100/- is required	ii. þ	No complaint investigated and established in last 01 years	5	10
aa.aa	Local Manufacturer / Local Agent capacity X. for technical services Reference to the Product Repair	i.	Spare Part and Backup for installed Base Inventory	7	A
X.		ii.	Calibration tools (2) Testing Tools (2) workshop (1)	5	12
anorezzan				100	(min 65 wl

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

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29.2.1 Bidders are required to submit the information in the following format along with documentary evidence as under 29.2.2 Profile of the Bidder

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

Bid Security

Sr.#	Particulars		Please furnish details
1.	Name of the Bank		
2.	CDR		
3.	Date	- 2020年1945 - 第44	

29.2.3 Submission of original receipt of purchase of tender

29.3 Financial proposals would be evaluated as follows:

- After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals. Bidders' attendance at the opening of financial proposals is
- incomplete bid shall stand rejected. All items described in the technical proposal must be priced in ii) financial proposal. Items described in the technical proposal but not priced, shall be assumed to be included in the price of other items.
 - Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency. When correcting computation error in case of discrepancy between a partial amount and the total amount or between the words and figures, the formers will prevail.
 - The bidders will quote the Price Schedules. The total price of the system will be calculated by converting the price to single currency (Pak Rs.) on the rate of date of opening of Financial Proposal; in case of import of item.
- The lowest responsible bidder will be declared with standard accessories. The price of optional items v) will not be considered while establishing the lowest bid.

30. Contacting the Procuring Agency

iv)

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

30.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid eval เบื่อเกิรโทเซ็เรื่อกกุคอาเรอก, or Contract Award will result in the rejection of the Bidder's bid and subsequent black listing ! sing by any Bidder at any stage of 11 USD 18 18 the Tender evaluation is strictly prohibited.

31. Rejection of Bids

31.1 The Procuring Agency may reject any or all bids at any time prior to the receptance of a bid. The Procuring Agency

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shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

- 31.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 30.1 towards Bidders who have submitted bids.
- 31.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.
- 31.4 The items contained in the tender / package should be bid in total and technical rejection of any item not complying with the technical specifications may lead to the rejection of complete package/Tender.

32. Re-Bidding

- 32.1 If the Procuring Agency rejects all bids in pursuant to ITB Clause 30, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.
- 32.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

33. Announcement of Evaluation Report

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

Award of Contract

34. Acceptance of Bid and Award criteria

- 34.1 The Bidder with technically evaluated lowest financial bid, if not in conflict with any other law, rules & regulations, policy of the Government or having less Bid Security shall be awarded the Contract, within the original or extended period of bid validity for complete package/Tender.
- 34.2 The Bidder having lesser Bid Security will be rejected as non-responsive and Acceptance of Bid be awarded to next bidder; being the responsive lowest bidder.

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

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

36. Limitations on Negotiations

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

37. Notification of Award

- 37.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing by registered letter that its bid has been accepted.
- **37.2** The notification of Award shall constitute the formation of the Contract.

38. Signing of Contract

- 38.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency shall send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.
- 38.2 Within ONE week of receipt of the Contract Form, both the successful Bidder and the Procuring Agency shall sign and date the Contract. The Procuring Agency shall issue Purchase Order on the same date of signing of Contract after ensuring the submission of Bank Security for execution of the contract by the Contractor. If the successful Bidder, after completion of all codal formalities shows inability to sign the Contract then their Bid Security/ Contract Security to the extent of proportionate percentage shall be forfeited and the firm shall be blacklisted minimum for three years for future parcipation in such situation the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for e biologia

he sentract is to be made on 04 stamp paper worth of Rs. @ 25 paisa per every one hundred rupees of the total value of Mescantract, 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. Or stamp duty should be collected from the bill of าcontractor.

्रे ९७. Performance Guarantee

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

Failure of ITB Clause 38.1 shall constitute have the Award to the next utheient graunds for the annulment of the Award, in which event the Procuring Area (1) gy over evaluated Bidder or call for re-bidding.

ှင့် 40. Schedule of Requirement

40.1 The supplies shall be delivered/ shipped within 60 to 75 days (in wase if free delivered) consignee's end/DDP) & 90 to

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105 (In case CIF / C&F / CIP) days w.e.f the next date after the date of issue of Purchase Order (without penalty)/ opening of LC, and with prescribed penalty, as per following schedule of requirement:

Mode of Penalty	Mode of Purchase	Delivery Period	Grace Period	Total Delivery Period
Without Penalty	Free delivery at consignee's end/DDP	60 days	15 days	75 days
Without Penalty	CIF/C&F/CIP	90 days	15 days	105 days
Note:	Procuring agency n	nay vary the delivery perio	od according to the natu	re and volume of goods

- **40.2** However, in special cases, delivery period can be fixed shorter or higher than the above mentioned schedule of requirement as deem appropriate by the Procuring Agency.
- **40.3** In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.1% per day of the cost not exceeding 10% of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier.
- **40.4** In case of DDP the delivery period will be started from the date of issuance of Purchase order to the Contractor and in the case of CIF it will be from the date of establishment of LC by the bank in favor of manufacturer/Beneficiary

41. Redresssal of grievances by the Procuring Agency

- **41.1** The Procuring Agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- **41.2** Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report.
- 41.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 41.4 Mere fact lodging of a complaint shall not warrant suspension of the procurement process.
- **41.5** Any bidder not satisfied with the decision of the committee of the Procuring Agency may lodge an appeal in the relevant court of jurisdiction.

B. General Conditions of Contract (GCC)

1. Definitions

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

Application

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

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Country of manufacturer should be of USA, Europe and Japan; unless otherwise any other country of manufacturer is mentioned in specifications. However, country of origin of equipment could be from any geographical region of the world as per laws of Pakistan

4. Standards

4.1 The medical equipment of USA must comply with 510(K) FDA (Food & Drug Administration), in case of Europe MDD (Medical Device Directive) and for Japan MHLW (Ministry of Health, Labour & Welfare 100 Medical Device Directive) and for Japan MHLW (Ministry of Health, Labour & Welfare 100 Medical Device Directive) and for Japan MHLW (Ministry of Health, Labour & Welfare 100 Medical Device Directive) and for Japan MHLW (Ministry of Health, Labour & Welfare 100 Medical Device Directive) and for Japan MHLW (Ministry of Health, Labour & Welfare 100 Medical Device Directive) and for Japan MHLW (Ministry of Health, Labour & Welfare 100 Medical Device Directive) and for Japan MHLW (Ministry of Health, Labour & Welfare 100 Medical Device Directive) and for Japan MHLW (Ministry of Health, Labour & Welfare 100 Medical Device Directive) and for Japan MHLW (Ministry of Health, Labour & Welfare 100 Medical Device Directive) and for Japan MHLW (Ministry of Health, Labour & Welfare 100 Medical Device Directive) and for Japan MHLW (Ministry of Health, Labour & Welfare 100 Medical Device Directive) and for Japan MHLW (Ministry of Health, Labour & Welfare 100 Medical Device Devic

5. Use of Contract Documents and Information

5.1 The Supplier shall not, without the Procuring Agency's priod with the Supplier shall not, without the Procuring Agency is priod with the supplier of the Procuring Agency in connection therewith, to any person other than a person by the Supplier in the performance of the

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Sheikh Zayed Medical College/Hospital, Rahim Yar Khan

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

- 5.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

6. Patent Rights

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

7. Submission of Samples

7.1 The samples shall be submitted as per detail in ITB 16.3.

8. Ensuring Storage/Installation Arrangements

- 8.1 To ensure storage and installation arrangements for the intended supplies, the Supplier shall inform end user for prerequisites well in time for proper installation. In case the Supplier abides by the given time frame he shall not be penalized for delay.
- 8.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.1% per day of the cost not exceeding 10% of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier.

9. Inspections and Tests

- 9.1 The Procuring Agency or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.
- 9.2. For the purpose of inspections and tests of equipment. The Supplier shall furnish all reasonable facilities and assistance, to the inspectors at no charge to the Procuring Agency. In the event that inspection & testing is required prior to dispatch and categorically mentioned 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/ Suppliers
- 9.3 The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the goods have been installed at Procuring Agency's destinations.
- 9.4 Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

10. Physical Examination/Inspection of Goods

- 10.1 The goods shall be acceptable subject to physical inspection, tests and/ or in accordance with the approved sample as decided by the Procuring Agency.
- 10.2 The Inspection Team will be designated by the Procuring Agency which will inspect each of the equipment/ goods as per contracted specifications and installation protocols recommended by the manufacturers.

11. Delivery and Documents

- 11.1 The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the goods which is maximum 90-days from the date of issuance of this contract or opening/Establishment of LC/DDP. The details of original documents to be furnished by the Supplier. Are as follows;
 - a. Operational Manuals of the medical equipment
 - b. Service Manuals indicating step by step service/ maintenance protocols of each of the equipment.
 - c. Periodic Preventive Maintenance schedules with recommended list of parts/kits to be replaced
 - Bill of lading / Air way bill (induplicate), Packing List, Manufacturer Registration Certificate and other documents mentioned in the Purchase order.

12. Insurance

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

13. Transportation

- 13.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Schedule of Requirement.
- 13.2 Transportation including loading/unloading of goods shall be arranged and paid for by the Supplier, and related cost shall be inclusive in the Contract price. The addresses of destinations/ offices shall be provided at the time signing of Contract.

14. Incidental Services

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14.1 The Supplier shall be required to provide all the incidental services and the cost of such incidental services include in total Contract price include in total Contract price. mergency Sheikh Zaves Midical College

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- **14.2** The Procuring Agency will not pay any extra amount against any expenditure incurred on it, as the Contract shall be construed as fixed amount Contract and includes all costs.
- 14.3 All Custom Duties, if any, Octroi, Clearing Charges, transportation etc. will be borne by the Contracting firm. However, Procuring Agency will provide all necessary documents for facilitation but no amount to be given in any case except the Contracted amount.

15. Warranty

- **15.1** A comprehensive warranty of three (03) years for complete system will be provided free of cost including parts, Labour, unless otherwise separately mentioned in the specifications. The procuring agency may increase or decrease the span of warranty period as per their institutional requirement. The supplier will categorically mention the disposable/consumable items of the equipment good in advance along with the submitted tender, any item declaration as consumable /disposable after the submission of bid/quotation will not submitted.
- **15.2** In case of high tech equipment, a comprehensive warranty of five (05) years (amounting to Rupees 10 Million or higher for single item) for complete system will be provided free of cost including parts, Labour, unless otherwise separately mentioned in the specifications.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 In case of imported goods to be procured on CIF basis; the payment will be made 100% via establishing the LC in favor of manufacturer at sight and receiving the shipping documents/ Bill of lading, Insurance, Inspection certificate of the manufacturer, Country of origin, Post Installation Inspection report issued by the procuring agency, compliance of International standards of quality as per INCOTERMS of latest version Contract.
- **16.3** In case of DDP; the payment will be made 100% after presentation of the delivery. Installation, commissioning, completion, execution report of the contract and all other works described in Contract. Unless otherwise part payment, part delivery mentioned in the specifications.

17. Prices

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

18. Contract Amendments

- 18.1 No variation in or modification of the terms of the Contract shall be made except in case of written amendment signed by both parties
- 18.2 No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

19. Assignment

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

20. Subcontracts

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

21. Delays in the Supplier's Performance

- 21.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
- 21.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by amendment of Contract.
 - **21.3** Except as provided under GCC Clause 8.2, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Penalties/Liquidated Damages

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

22.2 If the firm provide substandard item and fail to provide the item the payment of risk purchased by the indenter) the price difference shall be paid by the Firm.

23. Termination for Default

23.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract in whole or in part:

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Sheikh Zayed Medical College/Hospital, Rahim Yar Khan

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

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

24. Force Majeure

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

25. Termination for Insolvency

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

26. Arbitration and Resolution of Disputes

- 26.1 The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 26.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the
- Arbitrator for resolution through arbitration. 226.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through pbitration. The Board of Management SZMC/SZH, RYK will be the arbitrator. The decisions of the Arbitrator shall be final and binding on the Parties.

\$27. Governing Language.

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

Applicable Law

2& 😘 Scontract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

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2971 ANY Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed to other party's address specified in SCC.

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

C. Special Conditions of Contract (SCC)

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

1. General:

- 1.1 The imported goods shall be of USA, European or Japanese Origin firms; unless of the wise any other country of manufacturer is mentioned in specifications however their delivery/ provision may vary according to geographical location
- 1.2 The fee of all necessary licenses required to install and operate the entirement shall borne by the Supplier and Head o Procuring agency will facilitate through documents only.

 1.3 The Supplier shall be deemed to have obtained all the information restricting facilities and charges, in respect of port

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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.

1.4 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

2. Insurance of Local Goods

- **2.1** Insurance of Local Goods and other materials from factory to Site shall include all insurance costs covering the responsibility of all losses or damages, while loading, unloading, storing, trimming on the carrier and transporting to Site up to the installation, testing & commissioning of the medical equipment.
- **2.2** Checking and verifying of consignments, issuance of receiving reports and damage reports (when applicable) shall be the Contractor's responsibility.
- 2.3 The cost of insurance shall be quoted on the basis of insurance through National Insurance Company (NIC) of Pakistan or any other insurance company operating in Pakistan acceptable to the Procuring Agency.

3. Payment

- 3.1 In case of imported goods; the payment will be made 100% via establishing the LC in favor of manufacturer/beneficiary at sight and receiving shipping documents/ Bill of lading, Insurance, Inspection certificate of the manufacturer, Country of 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.
- **3.2** The foreign currency rates for the opening of L/C must be considered on the date of opening of financial bid as per selling rate announced by the State Bank of Pakistan.
- **3.3** The Firm/Supplier shall be responsible for the payment of risk purchase. For both domestic and international orders, all risk of loss shall remain with Seller until goods and services have actually been received and accepted by Buyer.
- **3.4** The price difference shall be paid by the Supplier/Firm in case of devaluation of rupees at the time of opening of L/C or conversely the difference shall be paid/returned to the procuring agency.
- **3.5** The amount of Letter of Credit shall be paid to beneficiary/Manufacturer on production of the following non-negotiable documents.
 - i. Draft.
 - ii. Three original and two copies of the Supplier's Invoice showing purchaser as Secretary, Health, Government of Punjab, Pakistan, the Contract No., Goods description, quantity, unit price and total amount. Invoice must be signed in original stamped or sealed with company stamp or seal.
 - iii. Four Copies of packing list identifying content of each package.
 - iv. One original and two copies of the negotiable, clean, on board through bill of lading marked "freight prepaid" and showing purchaser as Secretary Health.
 - v. Copy of insurance certificate showing purchaser as the beneficiary;
 - vi. The original of the manufacturer's warranty certificate covering all items supplied;
- vii. One original copy of the Supplier's Certificate of origin covering all items supplied.
- viii. Original copy of the certificate of Pre-Shipment inspection furnished to Supplier by the purchaser representative (if specifically required by the purchaser).
- ix. Test/Inspection Certificate of manufacturers.
 - Compliance Report of Internal Quality Standards.

Product model, serial numbers.

Post installation inspection report issued by the Principal SZMC/SZH or committee constituted by him.

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

4. Execution of Warranty

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

4.2 The Warranty will start from the date of acceptance of equipment (property Installed as the perfected specifications and handing over of related documents mentioned in GCC and will last fortists warranty period at 95% uptime.

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

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considered as acceptable level of performance.

- 4.4 Software and hardware up gradation of the computing system should be carried out as available during warranty period as recommended by the manufacturer.
- 4.5 Manufacturer / Supplier shall be responsible for rectifying with all possible speed at their own expense any defect or fault in the system which may develop at any time during installation, commissioning period.
- 4.6 Manufacturer will guarantee the availability of spare parts and accessories for the system for ten years.
- 4.7 Uptime shall be defined as the time available to the user for doing procedures/ data acquisition and processing during working hours throughout the year.
- 4.8 Manufacturer /Supplier shall check system performance during and after every 4-months. An "Optimal Percentage" will be calculated by dividing "System in Service" hours by hours available, both measured on the basis of working hours as detailed above.
- 4.9 If the uptime percentage for the measurement period (04-months) shall fall short of 95% the following formula will be applied to determine additional days in the warranty / service contract period.

Sr.#	Uptime in Percentage	Penalty/Extension in Warranty Period
a.	100% - 95%	No Penalty
b.	95% - 90%	The warranty period will be extended by 2.0 times the number of days as extra down time.
c.	90% - 80%	The warranty period will be extended by 3.0 times the number of days as extra down time
d.	Below - 80%	The warranty period will be extended by 4.0 times the number of days as extra down time

- 4.10 Down time is defined as the failure in the equipment operation to acquire or process the data or procedure, resulting in inability to carry out the required procedure properly.
- 4.11 The firm will be bound to make arrangements for availability of qualified technical staff in hospital / site for prompt execution/coordination of after sale services.
- 4.12 Down time will start when the end user/ Staff In-charge notifies the designated service facility verbally or in writing to qualified technical staff of the firm stationed in the Hospital
- 4.13 Down time will end once the repairs have been affected and the system is again available for clinical use.
- 4.14 The firm will provide the recommended preventive maintenance schedule of each of the equipment at the time of delivery.
- The firm will bound to execute the installation/ maintenance according to the installation/ service protocol and will replace the components/ kits recommended by the manufacturers for installation and Periodic Preventive maintenance.
- 4.16 The scheduled preventive maintenance shall be in accordance with Service Protocol recommended/ advised by the manufacturer.
- 4.17 Remote service via modem shall be preferred if provided by the manufacturer to pick-up early faults at no cost to the hospital for the high-tech equipment.
- 4.18 The manufacturer / supplier will be responsible for preventive maintenance of equipment as per manufacturers' Service Manuals and shall keep a check for electrical / magnetic

/ temperature and humidity conditions. Such a check should be made monthly and record should be maintained in the log book of the hospital.

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

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

5.4 Trans-shipment

7.5 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).

- デ. Place of delivery
- Principal, Sheikh Zayed Medical College/Hospital, Rahim Yar Khan
- 28 List of detailed specifications are attached
 - 8.1 The item wise detail list of specifications is attached as the part of Special Terms & Conditions.
- 9. Correspondence addresses

Procuring Agency

(Prof. Dr. Muhammad Saleem)

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Sheikh Zayed Medical College/Hospital Rahim Yar Khan

Contracting Firm

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Sheikh Zayed Medical College/Hospital, Rahim Yar Khan

Performance Guarantee Form

To: Principal, Sheikh Zayed Medical College/Hospital, Rahim Yar Khan

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

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

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

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

This guarantee is valid until the	day of	201
Signature and Seal of the Guarantors/Ban	k	
Address		
Date		

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

- 2. The contract will be signed/issued after submission of this Performance Security.
- 3. The firm may submit the Performance Security for the Complete Package by the Lead Contractor or individually for the respective portions of the firms in case of alliance.

(Sample)

Manufacturer's Sole Authorization Form

[See Clause 3.1 (a) of the Instruction to Bidders]
To: Principal, Sheikh Zayed Medical College, Rahim Yar Khan

[name of Procuring Agency]

at

WHEREAS [name of the Manufacturer] who are established and reputable Manufacturers of [name and/or description of the goods] having factories [address of factory] do hereby Exclusively authorize [name and address of

Supplier/ Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against IFB. No. [reference of the Invitation to Bid] for the goods manufactured by us.

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

[Signature for and on behalf of Manufacturer]

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

Contract Form

(On stamp paper worth Rs. @ 25 paisa per every one hundred rupees of the total value of the contract or the stamp duty shall be deducted from the price of contract)

AGREEMENT

THIS CONTRACT	is made at
---------------	------------

or

day of 201_

between the (Insert the name of Procuring Agency), (hereinafter referred to as the "Purchaser") of the First Part; and M/s (firm name) a firm registered under the laws of Pakistan and having its registered office at (address of the firm) (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

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

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

Tender Enquiry/ Item No.	ltem Name	Approved Specifications	Unit Price in PKR (As per contract)	Quantity	Total Cost (PKR)
				4:	

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

- **1.** The Contract: The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:
 - a. This Contract Form
 - **b.** The Schedule of Requirements

Annex- A

- c. Special Conditions of Contract/Bidding Documents & the Technical Specifications Annex- B
- **d.** Original Price Schedule along with unsolicited discount offered by the firm (if any) submitted by the Bidder.

 Annex- C

e. The Purchaser's Notification of Award (AAT)

Annex- D

Purchase Order

Annex-E

Turenase order

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g. Payment Schedule

Annex-F

h. The General Conditions of Contract/Bidding documents

Annex-G

i. Performance Guarantee/Security

Annex-H

j. Manufacturer's certificate of warranty

Annex-I

k. The bidding document of Procuring agency

Annex-J

- **2.** <u>Interpretation:</u> In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":
- **3.** The Term of the Contract: This contract shall remain valid for Period specified.
- **4.** The Supplier declares as under:

i.[Name of the Supplier] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.

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

The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

5. <u>Items to be Supplied & Agreed Unit Cost:</u>

- (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex C). (ii) Each Items supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specification (Annex B) prescribed by the Purchaser against each item (iii) The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.
 - **Payments:** The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
 - **7.** <u>Mode of Payment:</u> All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier's name]
 - **8.** Payment Schedule: All payments to the Supplier shall be made in accordance with the agreed Payment Schedule, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule.

9. Performance Guarantee/Security:

(i) The Supplier, within 07 days of signing of this contract, shall provide to the Purchaser a <u>Performance Security in the form of a Call at Deposit (CDR) or Irrevocable Bank Guarantee equivalent to 5% of the total Contract amount having validity for the warranty period from its date of issuance from any scheduled bank</u>

on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Supplier upon successful completion of the Contract.

- Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee/Security in accordance with sub clause (i) above.
- (iii) Failure to submit a Performance Guarantee/Security shall result into forfeiture of Bid Security and Cancellation of Contract. Failure to furnish the required Performance Guarantee/Security shall constitute a breach of the contract and the procuring agency shall be entitled to make other arrangement at risk and expenses of firm without any notice.

10. Penalties/ Liquidated Damages

- (i) Wherein the Supplier fails to make deliveries as per signed contract & purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled. (ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of non-delivered portion of supplies shall be forfeited.
 - (iii) If the Supplier fails to supply the whole consignment and not able to deliver to consignee's end, the entire amount of Performance Guaranty/Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.
 - (iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent
 - (v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.
 - Notices: All notices and correspondences incidental to this contract shall be in English language and

	shall be addressed to:		_
For the F	Purchaser:		
(Name o	f procuring agency)		
For the S	Supplier:		
	STREET,		
		The second secon	
	# F 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	this Contract to be executed at (the place)	anu snan
enterint	to force on the day, month and year first abo Signed/ Sealed: For The Manufacturer/	Sealed & Signed on behalf of Procuring	
	Authorized Supplier/ Authorized Agent.	Agency	
	Name Of Contractor		
	Designation in the Firm (Procuring Ager	ncy)	
. :22	Witnesses-1 on behalf of the Contractor	Witnesses-1 on behalf of the Procuring	
	Agency		
7536 22 23	Name of Witness		
	Designation in the Firm		
	Witnesses-2 on behalf of the Contractor	Witnesses-2 on behalf of the Procuring Agency	
	Name of Witness		
	Designation in the Firm		
C.C.			
1	2	3	

as all firms will bear equal responsibility in execution of the contract.

Bid Form

Date: Tender No: Name of the Item:

To: Principal, Sheikh Zayed Medical College/Hospital, Rahim Yar Khan

Respected Sir

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

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

If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

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

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

Name and address of bidder (if none, state "none")."

Amount and Currency

Dated this day of

20

Signature (in the capacity of)

Duly authorized to sign bid for and on behalf of

Attachment

Price Schedule

(CIF Tender)

	-										
Item. No.	Name of Term/feliated nimetatesorbi 6)	Make	Model	Country of Origin	сопиту обманивасинег	Supplier	Name of Port of dispatch	Qty	NJHD/KYSJJ)3 avid 313 ilun.	100	Name of beneficiary bank
						i			7600	in straight	
						· · · · ·			34. F.		

Sign and Stamp of Bidder

Note: 1. In case of discrepancy between unit price and total, the unit price shall prevail.

2. Foreign currency rate will be considered on the date of opening of Financial Bid as per selling rate announced by the National/ State Bank.

Price Schedule

(DDP Tender)

Item. No.	Name of Item!Asist;clain/strio n.c/b/d)	Make	Model	Country of Origin	Country of Manufacturer	Supplier	Qty	Unit Price/Rs	
								The second secon	200 - 100 -
						1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	X 1 14.		·
	:		·						
<u></u>	<u>i_</u>	· 	. 1864. . 1874.		То	tal Packa	ge Cos	<u>l</u> t (Rs.)	

Sign and Stamp of Didder

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

(TEMPLATE)

AFFIDAVIT

I/We the undersigned solemnly state that

- 1. I/We have read the contents of bidding documents and have fully understood it.
- 2. The bid being submitted by the under signed complies with the requirements enunciated in the bidding documents
- 3. The goods that we proposed to supply under this tender/contract are eligible goods within the meaning of Clause 04 of ITB
- 4. The undersigned are also eligible bidders within the meaning of clause 03 of ITB
- 5. The undersigned are solvent and competent to undertake the subject contract under the laws of Pakistan
- 6. The undersigned have not paid nor have agreed to pay any commission/kickbacks or gratuities to any official or agent related to this bid or award or contract
- 7. The undersigned are not blacklisted or facing debarment from any government/ semi-government/ autonomous institute, or its organization or projects
- 8. That the prices offered are not more than the trade price/market price or the offered prices in other public sector institution during current financial year

I/we affirm that the contents of this affidavit are correct to the best of our knowledge and belief

Sign & Stamp

In the capacity of (insert: title or position)

Duly authorized to sign this bid on behalf of (insert: name of Bidder)

Sheikh Zayed Medical College / Hospital, Rahim Yar Khan

"PROGRAMME FOR REVAMPING OF EMERGENCIES OF TERTIARY CARE HOSPITALS IN PUNJAB (SHEIKH ZAYED HOSPITAL, R. Y. KHAN"

Sr.#	Name of Item	Qty	Unit Price	Total Amount	
	Emergency Department				
1	Electrohydraulic Operation Table	2	2,894,612	5,789,225	
2	Pendant (Anesthesia)	1	1,740,103	1,740,103	
3	Pendant (Surgical)	1	1,643,430	1,643,430	
	Labour Room				
4	Mobile Operation Light	[457,000	457,000	
5	Sonicaid	8	169,650	1,357,200	

Note:

The quanity of above mentioned items can be increased or decreased subject to availability/release of funds.





ITEM NO.01

Clinical Specialty: Operation Theater and General Surgery

Generic Name: ELECTRO-HYDRAULIC/ELECTRO-MECHANICAL OPERATION TABLE

Clinical Purpose: Operating Tables used to conduct the different kind of surgical interventions of patients, the dedicated tables provide all the positions required by the surgeon.

Technical Specifications:

Weight bearing capacity of 250kg or more

5 Sectional operation Table with two leg section.

Table top equipped with radiolucent material.

The mattress covers with washable, antistatic material.

X-ray Cassette holder for X-Ray and C-Arm facility

Sliding table top at least 250mm or more

Electric Height adjustment: 730 to 1000 mm or more.

Electric Trendelenburg and Reverse Trendelenburg: 25° degree and -25° or better.

Electric lateral tilt: 30° degree and -30° degree or better.

Manual or electric backrest adjustment:70° degree and -15° degree or better. (Both are acceptable)

Manual leg section adjustment: 20° degree and -90° or better.

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220-230 V, 50 Hz.

Hand control unit.

Override panel in the column or Wireless remote for back up control in emergency cases. Battery backup control of table in case of main power failure.

Accessories:

- 1. Pair of Arm rest with clamp
- 2. Anesthesia screen
- 3. Large width body strap
- 4. Adjustable bottle holder rod
- 5. Shoulder support
- 6. Pair of Knee Crutches.
- 7. Lateral Support.

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Optional (ACCESSORIES):

ORTHOPAEDIC ACCESSORIES:

Stainless steel

Leg traction device with boots, straps etc.

Accessory trolley.

Orthopedic Attachment with boots for adult and Paeds for both legs.

NEUROSURGERY ACCESSORIES:

Wilson frame complete with patient care kit

Can be used on any general surgical table

Allows 360-degree unrestricted radiolucency

Allows unrestricted C-arm access

Head Frame with following accessories

Basal frame complete with skull clamp system with adult & pediatric skull pins or equivalent.

Head frame for neurosurgery with following accessories.

Quarter frame

Slide Adjuster for retractor

Head holder with standard head pins

Table attachment

Spatula 6 mm & 4 mm or equivalent

ENT ACCESSORIES:

ENT head rest

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CEILING MOUNTED ANESTHESIA PENDANT

Ceiling mounted Anesthesia Pendant system should be powder coated, hygienically smooth surface impact and disinfectant resistant.

Shelves - 3 or 4 pcs

Drawer - 1 or 2 Pcs

No. of Arms: 02

Length of first Arm 1000 mm

Length of second arm 800 mm

Max. Degree of rotation at each arm: 300° or better

Max. Loading capacity: 200Kg or better (Motorized Uplifting arm to lift the anesthesia machine as per compatibility.

Braking system: Electromagnetic or Electric or pneumatic brakes to control horizontal movement.

Electrical Sockets British Standard - 16 to 20 Pcs

LAN Data ports RJ45 or equivalent for PC - 2 Pc

Oxygen Outlet: 2Pcs

Medical Air 4 Bar 2 pcs

Vacuum Outlet: 2 pcs Nitrous Oxide Outlet 2 pcs

AGSS Out let 2 PCS (Active or Passive I/O to Specify)

I.V Pole- 1 PC

Basket for Accessories.

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ITEM NO.03

CEILING MOUNTED SURGICAL PENDANT

Ceiling mounted Surgical Pendant system should be powder coated, hygienically smooth surface, impact and disinfectant resistant

Shelves - 3 or 4Pcs

Drawer - 1 or 2 Pcs

No. of Arms: 2

Length of first arm: 1000mm

Length of second arm:800mm

Max. degree of rotation at each arm: 300° or better

Max. loading capacity:200Kg or better

Braking system: Electromagnetic or electric or pneumatic brakes to control horizontal movement.

Electrical Sockets British Standard - 16 to 20 Pcs

LAN Data ports RJ45 for PC – 1 Pc Telephone Outlets RJ11 – 1Pc

Oxygen Outlet: 2Pcs

Medical Air 4 Bar: 2Pcs

Vacuum Outlet: 2 Pcs

I.V Pole - 1 Pc

Basket for accessories

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ITEM NO .04

Clinical Specialty: Operation Theater and General Surgery

Generic Name: MOBILE OPERATION LIGHT

Clinical Purpose: OT Light is a medical device intended to assist medical personnel during a surgical procedure by illuminating a local area or cavity of the patient.

Technical Specifications:

Mobile LED emergency shadow less operation theater light.

Hermetically dust proof LED head.

Luminance at 1m distance 160,000 lux or above.

Color temperature 4000°-4500° kelvin or better.

Light field diameter between 20-24 cm or better (required lux should be available within max. light field area.

Color rendering index 96 or more.

LED life 50,000 hours or more.

Temp. rise in surgical surface <2C

220 V / 50 Hz 1 phase.

Built-in rechargeable battery backup for at least 2 hours.

Autoclavable handles.

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DR. AMNA SAEED

Assistant Profesor

Obs & Gynae Unit-I

Obs & Gynae Unit-I

CZMCI Hospital R.Y.K

ITEM NO.05

Clinical Specialty:

Obstetrics and Gynecology

Generic Name:

Desktop Fetal Heart Rate Detector/SONICAID

Clinical Purpose:

Fetal heart rate detector is used to measure the fetus' heart rate

and rhythm during late pregnancy and labor.

TECHNICAL SPECIFICATIONS:

Desktop type

LCD display with visualization of at least fetal heart rate.
Ultrasound working frequency in the range 2MHz or more
High sensitivity equipment compatible probe: 2 MHz or more
Heart rate measurement range not smaller than 50-210 bpm
Audio output reproduction of the fetal heart rate with integrated smaller

Audio output reproduction of the fetal heart rate with integrated speaker and headphones.

Integrated Audio volume control system

Battery backup for 2hrs or more.

Accessories:

- 10 bottles of gel for patient application.
- Local trolley with lockable casters

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