



**OFFICE OF THE MEDICAL SUPERINTENDENT**  
**LAHORE GENERAL HOSPITAL, LAHORE**  
**PII: 042-99268836, 99268842, Exch: 99268801-8**

**CORRIGENDUM**

With reference to the tender notice uploaded on the PPRA website on 18-01-2024 for the purchase Furniture and Medical equipment of this institute.

In this regard new specification of Defibrillator & Heavy Duty Suction Machine enclosed. All the firm are hereby directed to quote the tender accordingly. Note: - to be substituted of the page NO. 69, 71 & 72 of Bidding Documents)

All other terms & condition are same.

  
Nudrat Shahid  
Medical Superintendent  
Lahore General Hospital  
Lahore  




## **BIDDING DOCUMENT (B)**

**FOR**

**PURCHASE OF FURNITURE ITEMS**  
**THROUGH REGULAR BUDGET ON FOR**  
**BASIS FOR FINANCIAL YEAR 2023-24**

**LAHORE GENERAL HOSPITAL**  
**LAHORE**

**Ph: No. 042-99264098, 99264034**

**UAN: 111-202-101**

## A. Instructions to Bidders (ITB)

### General Instructions:

#### 1. Content of Bidding Document

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

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

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

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

#### 2. Source of Funds

2.1 Secondary Healthcare & Medical Education Department, Govt. of the Punjab , Lahore General Hospital, Lahore.

#### 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.

3.3 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

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

#### 5. Cost of Bidding

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

#### 6. Clarification of Bidding Documents



**6.1** A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to **any request for clarification of the bidding documents, which it receives not later than seven (10) days** prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the bidding documents.

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

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

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

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

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

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

**8.3** 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:

**a.** defines, for the purposes of this provision, the terms set forth below as follows:

(i) **coercive practice** by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) **Collusive practice** by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) **corrupt practice** by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;



(iv) **fraudulent practice** by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

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

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

## **Preparation of Bids**

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

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

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

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

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

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

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

### **13. Bid Prices**

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

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

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

**13.4** The Bidder is required to offer competitive price. All prices must include relevant taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered





as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.

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

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

#### **14. Bid Currencies**

**14.1** The Prices shall be quoted in Pak Rupees.

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

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

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

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

- (a) National Tax Number (NTN), General Sales Tax Number and Professional Tax number with documentary proof shall have to be provided by the bidder(s).
- (b) The Bidder shall submit an affidavit on legal stamp paper of Rs. 20/- that their firm has not been blacklisted in the past on any ground by any Government (Federal, Provincial), a local body or a public sector organization. On account of submission of false statement the Bidder shall be disqualified forthwith and subsequently black listed.
- (c) 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.

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

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

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

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

**16.4** Submission of Original Purchase Receipt of tender.

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

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

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

17.1 Bid Security is 2% of the estimated cost of tender list; denominated in Pak Rupees;

17.2 Separately against each package/Tender given in this tender document;

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

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



- 17.5 Have a minimum validity period of 180 days from the last date for submission of the tender or until furnishing of the Performance Security, whichever is later.
- 17.6 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
- 17.6.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
- 17.6.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
- 17.6.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
- 17.7 The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security

### **18. Bid Validity**

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

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

**18.3** Bidders who,

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

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

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

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

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

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

- a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and



- b) 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 ITB Clause 21 shall be rejected and returned unopened to the Bidder.

## **23. Withdrawal of Bids**

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

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

## **The Bidding Procedure**

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

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

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) the envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (iii) initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (iv) the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened;
- (v) the Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
- (vi) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) the financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;
- (viii) After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders; and
- (ix) The bid found to be the lowest evaluated bid shall be accepted.
- (x) The procuring agency may adopt any other bidding procedure depending on the nature of procurement / Type of Goods / Equipment to be procured as per the methods of procurement prescribed in PPRA 2014 and its subsequent amendments, if any.





## **Opening and Evaluation of Bids**

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

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

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

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

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

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

### **27. Preliminary Examination**

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

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

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

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

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

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

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

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

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

**28.4** 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**

#### **Technical Evaluation Criteria (Furniture & Fixture and Cost of other store items)**

1. For evaluation of bids **KNOCKED DOWN CRITERIA** will be applied. The bids conforming to the specifications and pre-requisite conditions indicated in specifications and evaluation criteria will be considered for further technical evaluation.
2. The technical evaluation of tenders will be carried out by the designated Technical Evaluation Committee of Procuring Agency.
3. The bid must comply with the advertised technical specifications of the quoted single item/ complete package. Incomplete offer will straightaway be rejected.
4. Satisfactory Past performance of the bidder for quoted product.
5. Company profile of the bidder.
6. An affidavit from bidder of Rs.20/- stating that their firm is not blacklisted by any of the Federal and Provincial Government or organizations of the State/ Central Government in Pakistan.
7. The template of bid evaluation report is attached as Annex - . The Technical status of offers will be declared as Responsive, Non Responsive and Substantially Responsive.
8. The offer will be considered as responsive if it fully meets the tender requirements and specifications. The offer which will not be as per requirement of tender and specifications is to be declared as non responsive. The offer which contains the minor deviations from the specifications and the deviations would not have any kind of effect on the quality, efficiency, reliability and durability of products will be declared as substantially responsive, This need to be determined by the Technical Evaluation Committee. The offers which are declared as Responsive and Substantially Responsive will be considered as equivalent for the onward proceedings of tender.

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



**29.2.2 Profile of the Bidder**

Sr. #	Particulars	
1.	Name of the company	
2.	<b>Registered Office</b>	
	Address	
	Office Telephone Number	
	Fax Number	
3.	<b>Contact Person</b>	
	Name	
	Personal Telephone Number	
	Email Address	
4.	<b>Local office if any</b>	
	Address	
	Office Telephone Number	
	Fax Number	
5.	<b>Bid Signing Authority</b>	
	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.	<b>Registration Details</b>	
	NTN Registration Number	
	GST Registration Number	
	Banker's Name, Address and Account Numbers	

**a) Bid Security**

#	Particulars	Please furnish details
1.	Name of the Bank	
2.	CDR / Bank Guarantee	
3.	Date	

**b) Details of Balance Sheet (last three years)**

#	Audited Balance Sheets	Bidder
1.	2020-21	
2.	2021-22	
3.	2022-23	
4.	Please enclose audited annual balance sheets.	

**c) Details about Income Tax (last three years)**

#	Audited years	Bidder
1.	2020-21	
2.	2021-22	
3.	2022-23	
4.	Please enclose Income Tax Returns	

**d) Details about Annual Turnover (last three years)**

#	Audited years	Bidder
1.	2020-21	
2.	2021-22	
3.	2022-23	

**29.2.3 Submission of original receipt of purchase of tender.**

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

- i) After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals. Bidders' attendance at the opening of financial proposals is optional.
- ii) Financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders shall be read aloud. The financial proposal of the technically responsive bidders shall then be inspected to confirm that they have remained sealed and unopened (financial proposals of technically non-responsive Bidders shall be returned unopened). These financial proposals shall be then opened, and the total prices read aloud and recorded.
- iii) Incomplete bid shall stand rejected. All items described in the technical proposal must be priced in financial proposal. Items described in the technical proposal but not priced, shall be assumed to be included in the price of other items.
- iv) Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency. When correcting computation error in case of discrepancy between a partial amount and the total amount or between the words and figures, the formers will prevail.

**30. Contacting the Procuring Agency**

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

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

**31. Rejection of Bids**

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

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

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

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

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

**32.1** If the Procuring Agency rejects all bids in pursuant to ITB Clause 30, it may call for a 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 or decrease 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.

#### **39. Performance Guarantee**

**39.1** On the date of signing of the Contract, the successful Bidder shall furnish the Performance Guarantee/Security in accordance with the Special Conditions of Contract, in the Performance Guarantee/Security Form. The Performance Guarantee will be 10% of the contract amount. The performance security shall be deposited in the shape of Deposit at Call/irrevocable Bank Guarantee. The bank guarantee covering less time than warranty period will not be accepted.

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The image shows a horizontal line with several handwritten signatures in blue ink below it. The signatures are stylized and appear to be of different individuals. One signature on the right is clearly legible as 'Saw'. There are approximately five or six signatures in total, spanning the width of the page.



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

**39.3** If the successful bidder/ firm, failed in supplying the equipment/ items against the purchase order/ contract within the stipulated period, the Procuring Agency having a right of canceling the Purchase Order/ contract with the condition that 10% Performance Guarantee/ Security shall be forfeited and the firm shall be blacklisted minimally for 03 years for future participations and in such situation the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

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

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

**40.1** The supplies shall be delivered/ shipped within 15 days from the date of issuance of Purchase Order (without penalty).

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

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

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

**41.1** The Procuring Agency 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 10- 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.

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## 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 Furniture & Fixture 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, PGMI/AMC/Lahore General Hospital, Lahore, Government of the Punjab or the procuring agency advertised the tender.
- h. “The Procuring Agency’s Country” is the country named in SCC
- i. “The Supplier” means the individual or firms or joint venture supplying the goods under this Contract.
- j. “Day” means calendar day.

### 1. Application

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

### Use of Contract Documents and Information

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

2.2 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.

2.3 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.

### 3. Patent Rights

3.1 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.

### 4. Submission of Samples

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

### 5. Ensuring Storage/ Installation Arrangements



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

**5.2** 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.

## **6. Inspections and Tests**

**6.1** 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.

**6.2.** 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.

**6.3** 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.

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

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

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

**7.2** The Inspection Team will be designated by the Procuring Agency which will inspect each of the items/ goods as per contracted specifications.

## **8. Transportation**

**8.1** 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.

**8.2** 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.

## **9. Incidental Services**

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

**9.2** 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.

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


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

## **10. Warranty**

**10.1** A comprehensive warranty of three (01) year for imported manufactured items and one (01) year for locally manufactured items including Plant & Machinery, Cost of Other Store, Furniture & Fixture, General Store, IT Equipment, etc., will be provided free of cost including parts, labour, unless otherwise separately mentioned in the specifications.

## **11. Payment**

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



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

## **12. Prices**

**12.1** 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.

## **13. Contract Amendments**

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

## **14. Assignment**

**14.1** 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.

## **15. Subcontracts**

**15.1** 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.

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

**16.1** 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.

**16.2** 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.

**16.3** 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.

## **17. Penalties/Liquidated Damages**

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

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

## **18. Termination for Default**

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

- a. if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 8.2; or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.



- c. if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: **“corrupt practice”** means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution.

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

## 19. Force Majeure

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

## 20. Termination for Insolvency

**20.1** 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.

## 21. Arbitration and Resolution of Disputes

**21.1** 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.

**21.2** 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.

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

## 22. Governing Language





**22.1** 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.

**23. Applicable Law**

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

**24. Notices**

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

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

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## 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. Insurance of Local Goods

**1.1** 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.

### 2. Payment

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

### 3. Execution of Warranty

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

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

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

**3.4** 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.

**3.5** 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.

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

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

**3.7** 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.

**3.8** 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.

**3.9** 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.

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



**3.11** The Procuring Agency shall notify to the Manufacturer/ Supplier/ Agent all defects/ deficiencies which may arise in the equipment/ system during the Warranty Period, the Manufacturer/ Supplier/ Agent shall be responsible to rectify/ replace and make good (including provision of new spare parts) all such defects/ deficiencies within 5 days, or such shorter period for locally sourced repairs/ parts and 4 weeks for Imported parts/ Foreign repair, of notification by the Procuring Agency. If the Manufacturer/ Supplier/ Agent remain unable rectify/ replace and make good such defect/ deficiencies up to the satisfaction of the Procuring Agency within the applicable time period, the Manufacturer/ Supplier/ Agent will be penalized at a rate of 1% of total value of contract per day for each day the equipment remains nonfunctional. All such costs shall be deducted from the Manufacturer/ Supplier/ Agent's CDR; provided that such deductions exceeds the amount of CDR, additional amounts shall be payable and recoverable from the Manufacturer / Supplier / Agent and further proceeding may taken up with relevant authorities including blacklisting proceedings against the Manufacturer / Supplier / Agent. Deductions under this Sub-Clause shall be in addition to extension of Warranty Period as mentioned in Sub-Clause 3.6 of this document.

**3.12** The serial numbers of all new replacement parts will be noted along with serial numbers of old parts to be replaced, and a record kept of part exchange.

#### **4. Packing & Marking**

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

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

#### **5. Place of delivery**

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

#### **6. Correspondence addresses**

##### **Procuring Agency**

##### **Contracting Firm**

M/S-----  
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The image shows four handwritten signatures in blue ink, likely representing the Procuring Agency and the Contracting Firm, positioned above a horizontal line.

## **TENDER NOTICE**

Lahore General Hospital, Lahore invites sealed bids from the financially sound and income tax/sales tax registered Contractors/Firms.

Sr. No	Name of Equipment	Estimated Cost	Last Date & Time for purchase of Tender	Last Date & Time for submission of tender	Tender opening Date & Time
1	Furniture and Medical Equipment	63.408 M	03.02.2024 & 10.30 a.m.	03.02.2024 & 11.30 a.m.	03.02.2024 & 12.00 Noon.

- The details of Tender Enquiry (terms & conditions with quantity, specification) will be received during working hours from the Cashier Office of Lahore General Hospital, Lahore, as per schedule mentioned above.
- The documents with detailed specifications will be available immediately after the date of publication.
- Tender fee is Rs. 1000/- per item/package (non-refundable).
- As per PPRA Rule 2014, No. 38(2) (a) Single Stage – Two Envelope Procedure shall be followed.
- Sealed Bids are required to be brought in person by the authorized representative of the interested Bidders in the committee Room Lahore General Hospital, Lahore, which will be opened in the presence of the authorized representatives of the Bidders.
- Procurement shall be governed by the Punjab Procurement Rules 2014.
- The Bidders are required to furnish the Bid Security, which should be 2% of the estimated cost of the quoted product as per Tender List in shape of CDR/ Bank Guarantee only (issued by a scheduled bank operating in Pakistan), in the name of Medical Superintendent Lahore General Hospital, Lahore along with the tender.
- The 2 % Bid Security must be attached with financial bid and defaced copy attached with Technical Bid.
- In case the date of opening or last date of sale and submission is declared as a public holiday by the Government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale, submission and opening of tenders accordingly. The time and venue will remain same.
- The firm must submit the tender/ quotation with proper book binding & page numbering i.e. 1.2.3.....

  
 Nudrat Shaukat  
 Medical Superintendent  
 Lahore General Hospital  
 Lahore



## Performance Guarantee Form

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

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

**And whereas** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 10% 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/Bank

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.

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The image shows a horizontal line with several handwritten signatures in blue ink below it. The signatures are stylized and appear to be of different individuals. One signature on the right is more legible and appears to say 'Saw'. There are also some initials or marks on the left.



## Bid Form

Date:

Tender No:

Name of the Item:

To: [Name and address of Procuring Agency]

Respected Sir

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

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

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

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

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

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

Amount and Currency

Dated this day of , 201-

Signature  
(in the capacity of)

Duly authorized to sign bid for and on behalf of

Attachment



## Price Schedule

(DDP Tender)

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

Tender No. and the name of the package/Tender -----  
----

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

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

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

(TEMPLATE)

**BID EVALUATION SHEET**

Package no/Tender Number:-----

Name of the Equipment and Qty:-----

**PART- I****KNOCK DOWN CRITERIA - (COMMERCIAL EVALUATION)**

(To be evaluated by Purchase Department)

(All evaluation parameters defined below are mandatory for compliance)

Sr. No.	Evaluation Parameters	M/S ABC	M/S XYZ
1	Complete Package/Tender	Yes / No	Yes / No
2	Original Receipt of Tender	Yes / No	Yes / No
3	Affidavit from Bidder	Yes / No	Yes / No
4	Bid Security	Yes / No	Yes / No
5	Bid Validity	Yes / No	Yes / No
6	Delivery Period	Yes / No	Yes / No
Remarks:		(Eligible/ Not Eligible for further evaluations of PART-II)	(Eligible/ Not Eligible for further evaluations of PART-II)

**PART- II****KNOCK DOWN CRITERIA - (VENDOR EVALUATION)****(To be evaluated by Technical Evaluation Committee)****(All evaluation parameters defined below are mandatory for compliance.)**

Sr. No.	Evaluation Parameters	M/S ABC	M/S XYZ
2	<b>Company profile including Technical &amp; Engineering capability (As defined for the specific tender in specifications)</b>	Yes / No	Yes / No
4	<b>Vendor Past performance (In case of unsatisfactory performance, details must be mentioned)</b>	Satisfactory / Unsatisfactory	Satisfactory / Unsatisfactory
6	<b>Compliance of Warranty as per tender</b>	Yes / No	Yes / No
	<b>Remarks:</b>	(Eligible/ Not Eligible for further evaluations of PART-III)	(Eligible/ Not Eligible for further evaluations of PART-III)

**PART – III****KNOCK DOWN CRITERIA - PRODUCT EVALUATION****(All evaluation parameters defined below are mandatory for compliance.)**

Item Sr.No	SPECIFICATION COMPLIANCE /EVALUATION PARAMETERS			
1	Name of item	Brand		
		Model		
Country of Manufacturer				
Specification Compliance features wise:			Remarks	Remarks
Specifications:			Technically Acceptable /Not (Mention the reasons)	Technically Acceptable /Not (Mention the reasons)
Technical Eligibility of Product:			Eligible / Not Eligible	Eligible / Not Eligible
Technical Eligibility of Firm:			Eligible / Not Eligible	Eligible / Not Eligible
BID STATUS:			Responsive/Substantially Responsive/Non Responsive	Responsive/Subst antially Responsive / Non Responsive

**Note:**

1. Non compliance of any of above evaluation parts will lead to the rejection of bid straight way.
2. Detail of rejection of any bid will be mentioned in detail.
3. The Technical status of offers will be declared as Responsive, Non Responsive and Substantially Responsive.
4. The offer will be considered as responsive if it fully meets the tender requirement and specifications.
5. The offer which will not be as per requirement of tender and specifications is to be declared as non responsive.
6. The bid with minor deviations without any effect on the quality, efficiency, reliability and durability of products will be declared as substantially responsive. The minor deviations will be determined by the Technical Evaluation Committee.
7. The bids declared either as Responsive or Substantial Responsive will be considered as acceptable bid for further processing.
8. Sample, where required by the procuring agency will be evaluated by the Technical Evaluation Committee by analyzing its Production quality, Design, Reliability, Conformance to the specification and safe for the usage etc. This report will become the part of above Performa as sample evaluation report.
9. In case of requirement, Procuring Agency / Technical Evaluation committee may inspect the premises of bidder to inspect the Technical and Managerial Capability/ setups for ensuring proper after sales services.



## **FURNITURE LIST**

<b>EXAMINATION COUCH</b>	(20 No.S ONLY)
<b>OVER BED TABLE</b>	(100 NO.S ONLY)
<b>BED SIDE LOCKER</b>	(100 NO.S ONLY)
<b>STEEL ALMIRAH 3 FOOT WIDTH</b>	(20 NO.S ONLY)
<b>STEEL ALMIRAH 4 FOOT WIDTH</b>	(04 NO.S ONLY)
<b>DIRTY LINEN TROLLEY</b>	(20 NO.S ONLY)

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*[Handwritten signatures and initials in blue ink]*

### **EXAMINATION COUCH**

Patient Examination Couch Made of SS Structure. Main frame made of 18 SWG 1 x ½ round pipe Back rest adjustable & Manually operated. 2-inch foam covered with rexine. (Local / imported)

### **OVER BED TABLE**

Main frame Made of Square Pipe 1"x 2" (18 swg) Height adjustments with special mechanism and easy to use. The over bed table is mobile with its four 75 mm dia castors. Top size 16"x 32 and made of Formica covered with SS sheet.

### **BED SIDE LOCKER**

Overall Size: 16" (D) x 20" (W) x 32" (H) including 3" feet made of 20-gauge M. S galvanized sheet and top 20-gauge stainless steel sheet covered with plastic top with raised edges on 3 sides.

Locker Size: 16" (D) x 20" (W) x 14" (H) With door having 2 hinges of 3" size and chrome plated handle 4" long metal. Door fitted with catches.

Drawer Size: corresponding to overall size of 16" (D) x 20" (W) x 4 (H) with chrome plated similar handle as above drawers 20-gauge M.S sheet fitted on rollers.

Remaining height between drawer and locker front open but others 3 sides closed.

### **STEEL ALMIRAH 3 FOOT WIDTH**

Size: 72"x36"x18"

All structure made of 20 gauges with four iron Shelves  
quality lock and key provision

### **STEEL ALMIRAH 4 FOOT WIDTH**

Size: 72"x48"x18"

All structure made of 20 gauges with four iron Shelves  
quality lock and key provision

### **DIRTY LINEN TROLLEY**

Frame made of 1 ¼"x1 ¼" square Mild steel. Pipe 18 SWG. Base frame with ms sheet made of 20 swg and four 5 inch wheels Dimensions: 100cm (L) x 60cm (W)x 90cm (H) (approx.)

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# **BIDDING DOCUMENT**

**FOR**

## **PURCHASE OF MEDICAL EQUIPMENT** **FOR YEAR 2023-24 THROUGH REGULAR** **BUDGET ON FOR BASIS**

### **LAHORE GENERAL HOSPITAL** **LAHORE**

**Ph: No. 042-99264098, 99264034**

**UAN: 111-202-101**

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## A. Instructions to Bidders (ITB)

### General Instructions:

#### 1. Content of Bidding Document

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

- (k) Instructions to Bidders (ITB);
- (l) General Conditions of Contract (GCC);
- (m) Special Conditions of Contract (SCC);
- (n) Schedule of Requirements;
- (o) Technical Specifications;
- (p) Contract Form;
- (q) Manufacturer's Authorization Form;
- (r) Performance Guaranty Form;
- (s) Bid Form; and
- (t) Price Schedule

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

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

#### 2. Source of Funds

**2.1** The Government of Punjab has allocated funds to the institutions/hospitals under the relevant head of Account during the financial year 2023-24 (herein referred to as the "Procuring Agency").

#### 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 **any request for clarification of the bidding documents, which it receives not later than Ten (10) days** prior to the deadline for the submission bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the bidding documents.

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

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

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

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

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

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

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

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

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

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

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The image shows a horizontal line with several handwritten signatures in blue ink below it. The signatures are stylized and appear to be of different individuals. One signature on the right is clearly legible as 'Saw'. There are approximately five or six signatures in total, spanning the width of the page.

**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:

**b.** defines, for the purposes of this provision, the terms set forth below as follows:

(i) **coercive practice** by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) **Collusive practice** by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish

prices at artificial, noncompetitive levels for any wrongful gain;

(iii) **corrupt practice** by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) **fraudulent practice** by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

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

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

## **Preparation of Bids**

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

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

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

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

- (d) A Bid Form and Price Schedule completed in accordance with ITB Clauses 12 and 13 (to be submitted along with financial proposal);
- (e) 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;
- (f) Documentary evidence established in accordance with ITB Clause 15 that the goods to be supplied by the Bidder are eligible goods and conform to the bidding documents.



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

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

## **13. Bid Prices**

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

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

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

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

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

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

**13.7** The price for complete package/Tender with standard accessories; detail of which is already mentioned in the technical specifications will be considered for determining the lowest Bidder. Optional items shall not be considered for financial comparison to determine the lowest evaluated bidder. Furthermore Optional items will be purchased at discretion of procuring authority.

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

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

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

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

- a) The Supplier/ agent shall have to produce Exclusive letter of authorization / Sole Agency Certificate from Manufacturer and in case of Manufacturer, documentary proof to the effect that they are the original Manufacturer of the required goods shall be provided, or joint venture/consortium/alliance of the local Sole agents/manufacturers.
- b) National Tax Number (NTN) and General Sales Tax Number 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 local body or a public sector organization. On account of submission of false statement the Bidder shall be disqualified forthwith and subsequently black listed.
- d) The Bidder should have strong engineering background and necessary tools/ test equipment, trained staff for the goods required after sales services.
- e) The Bidder is required to provide with the technical proposal the name of item(s), tender number and serial number in the exact manner as quoted in the financial proposals.



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

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

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

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

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

**16.4** Submission of Original Purchase Receipt of tender.

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

## **17. Bid Security**

**17.1** Bid Security is 2% of the estimated cost of tender list in the shape of irrevocable CDR/ Bank Guarantee/ Pay Order / Demand Draft from scheduled bank. Bid Security amounting to less than 2% shall not be acceptable.

17.1 Bid Security is 2% of the estimated cost of tender list; denominated in Pak Rupees;

17.2 Separately against each package/Tender given in this tender document;

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

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

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

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

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

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

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

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

## **18. Bid Validity**

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

**18.2** The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all those who have





submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity. Such extension shall not be for more than the period equal to the period of the original bid validity.

**18.3** Bidders who,

- (c) 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
- (d) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids, if any.

## **Submission of Bids**

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

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

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

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

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

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

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

- c) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
- d) 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 ITB Clause 21 shall be rejected and returned unopened to the Bidder.

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

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





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

## **The Bidding Procedure**

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

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

- (xi) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (xii) the envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (xiii) initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (xiv) the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened;
- (xv) the Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
- (xvi) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (xvii) the financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;
- (xviii) After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders; and
- (xix) The bid found to be the lowest evaluated bid shall be accepted.
- (xx) The procuring agency may adopt any other bidding procedure depending on the nature of procurement / Type of Goods / Equipment to be procured as per the methods of procurement prescribed in PPRA 2014 and its subsequent amendments, if any.

## **Opening and Evaluation of Bids**

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

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

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

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

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



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

## **27. Preliminary Examination**

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

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

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

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

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

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

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

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

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

**28.4** 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**



## **Technical Evaluation Criteria (Medical Equipment and General Machinery)**

9. For evaluation of bids **KNOCKED DOWN CRITERIA** will be applied. The bids conforming to the specifications and pre-requisite conditions indicated in specifications and evaluation criteria will be considered for further technical evaluation.
10. The technical evaluation of tenders will be carried out by the designated Technical Evaluation Committee of Procuring Agency.
11. The bid must comply with the advertised technical specifications of the quoted single item/ complete package. Incomplete offer will straightaway be rejected.
12. The Bidder must possess Exclusive/Sole authorization agreement from the Foreign Manufacturer. Unless otherwise specifically mentioned in the specifications of advertised tender that the exclusive authorization of foreign manufacturer is not required. This can be applied only on general machinery and on a nature of medical / other equipment, where the extensive after sales services is not required or due to the any other technical reasons. This need to be identified by the procuring agency in the advertised specifications / Tender, if any.
13. The Manufacturer should have documentary evidence to the effect that they are the original Manufacturer of the quoted product with indication of manufacturing site and its location.
14. 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.
15. A Certificate from the manufacturer that the installation will be conducted in conformity with the system requirements by following the professional approach.
16. Satisfactory Past performance of the Bidder for quoted product.
17. Sufficient Technical and Engineering capabilities of the firm; where after sales services are necessary (attach a list of technical and engineering staff, special testing equipment/calibration/ repair tools for equipment).
18. The firm must have all kind of testing and calibration equipment which is required to maintain the products which they are dealing. The list of all required testing equipment will be provided along with the bid including its model number and serial numbers. The available testing equipment must be calibrated. The offers without non-availability of required testing equipment will be straightaway rejected.
19. 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.
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, respectively and those products should be marketed world widely; incase the origin is not mentioned in the specifications. (The product manufactured and marketed for certain region shall be knocked down). In case of high-tech equipment, any of the above mentioned two certificates are mandatory. The country of manufacturer other than USA, Europe and Japan will be acceptable only if it is specifically mentioned in the advertised tender/Specifications.
21. The non medical equipment / Machinery items must bear the relevant international applicable quality standards.



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.
23. Infrastructure for execution of after sales services mentioned by the Bidder shall be evaluated for its suitability as per provisions given in specifications and other requirements detailed in the technical specifications of the bidding documents.
24. The firms shall also declare the make, model, country of origin of all accessories to be provided with the equipment.
25. The Procuring Agency has the right to inspect the premises of Bidder to inspect the setups ensuring proper after sales services.
26. An affidavit from Bidder of Rs.100/- stating that their firm is not blacklisted by any of the Federal and Provincial Government or organizations of the State/ Central Government in Pakistan.
27. The template of bid evaluation report is attached as Annex - . The Technical status of offers will be declared as Responsive, Non Responsive and Substantially Responsive.
28. The offer will be considered as responsive if it fully meets the tender requirement and specifications. The offer which will not be as per requirement of tender and specifications is to be declared as non responsive. The offer which contains the minor deviations from the specifications and the deviations would not have any kind of effect on the quality, efficiency, reliability and durability of products will be declared as substantially responsive, This need to be determined by the Technical Evaluation Committee. The offers which are declared as Responsive and Substantially Responsive will be considered as equivalent for the onward proceedings of tender.

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

**29.2.5 Profile of the Bidder**

Sr.#	Particulars	
1.	Name of the company	
2.	<b>Registered Office</b>	
	Address	
	Office Telephone Number	
	Fax Number	
3.	<b>Contact Person</b>	
	Name	
	Personal Telephone Number	
	Email Address	
4.	<b>Local office if any</b>	
	Address	
	Office Telephone Number	
	Fax Number	
5.	<b>Bid Signing Authority</b>	
	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.	<b>Registration Details</b>	
	NTN Registration Number	
	GST Registration Number	
	Banker's Name, Address and Account Numbers	

**e) Bid Security**

#	Particulars	Please furnish details
1.	Name of the Bank	
2.	CDR/ Bank Guarantee/ Pay Order / Demand Draft	
3.	Date	

**f) Details of Balance Sheet (last three years)**

#	Audited Balance Sheets	Bidder
1.	2021-22	
2.	2022-23	
3.	2023-24	
4.	Please enclose audited annual balance sheets.	

**g) Details about Income Tax (last three years)**

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

**h) Details about Annual Turnover (last three years)**

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

29.2.6 Submission of original receipt of purchase of tender.

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

- ii) After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals. Bidders' attendance at the opening of financial proposals is optional.
- v) Financial proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the Bidders shall be read aloud. The financial proposal of the technically responsive Bidders shall then be inspected to confirm that they have remained sealed and unopened (financial proposals of technically non-responsive Bidders shall be returned unopened). These financial proposals shall be then opened, and the total prices read aloud and recorded.



- vi) Incomplete bid shall stand rejected. All items described in the technical proposal must be priced in financial proposal. Items described in the technical proposal but not priced, shall be assumed to be included in the price of other items.
- vii) 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.
- viii) 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.
- ix) The price for complete package/Tender with standard accessories; detail of which is already mentioned in the technical specifications will be considered for determining the lowest Bidder. Optional items shall not be considered for financial comparison to determine the lowest evaluated bidder. Furthermore Optional items will be purchased at discretion of procuring authority.

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

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

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

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

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

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

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

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

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

**32.1** If the Procuring Agency rejects all bids in pursuant to ITB Clause 30, it may call for a 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.

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## **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 or decrease 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 participation. In such situation the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

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

**38.4** If the successful bidder/ firm, failed in supplying the equipment/ items against the purchase order/ contract within the stipulated period, the Procuring Agency having a right of canceling the Purchase Order/ contract with the condition that 10% Performance Guarantee/ Security shall be forfeited and the firm shall be blacklisted minimally for 03 years for future participations and in such situation the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

### **39. Performance Guarantee**

**39.1** On the date of signing of the Contract, the successful Bidder shall furnish the Performance Guarantee/Security in accordance with the Special Conditions of Contract, in the Performance



Guarantee/Security Form. The Performance Guarantee will be 10% of the contract amount. The performance security shall be deposited in the shape of Deposit at Call/ irrevocable Bank Guarantee. The bank guarantee covering less time than warranty period will not be acceptable.

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

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

**40.1** The supplies shall be delivered/ shipped within 15 days as per requirement of the foreign manufacturer from the date of issue of Purchase Order (without penalty), and with prescribed penalty, as per following schedule of requirement:

<b>Mode of penalty</b>	<b>Shipping/Delivery Period</b>
Without Penalty	15 Days (Procuring agency may vary the delivery period according to the nature and volume of goods)

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

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

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

#### **41. Redressal of grievances 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 10- 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:

- k. “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.
- l. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- m. “The Goods” means medical equipment and machinery and other items which the Supplier is required to supply to the Procuring Agency under the Contract.
- n. “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.
- o. “GCC” mean the General Conditions of Contract contained in this section.
- p. “SCC” means the Special Conditions of Contract.
- q. “The Procuring Agency” means the Principal, PGMI/AMC/Lahore General Hospital, Lahore or the procuring agency advertised the tender.
- r. “The Procuring Agency’s Country” is the country named in SCC
- s. “The Supplier” means the individual or firms or joint venture supplying the goods under this Contract.
- t. “Day” means calendar day.

### 2. Application

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

### 3. Country of Origin

3.1 Country of manufacturer 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) for specific quoted model. In case of high-tech equipment, any of the above mentioned two certificates are mandatory. The other/non medical equipment should comply with the relevant National/International product quality standards of respective origins.

### 5. Use of Contract Documents and Information

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

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



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

## **6. Patent Rights**

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

## **7. Submission of Samples**

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

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

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

**8.2** In case of late delivery of goods beyond the periods specified in the Schedule of requirements, penalty @0.1% per day of the cost not exceeding 10% of the purchase order 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** The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the goods have been installed at Procuring Agency's destinations.

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

**9.4** 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 15-days from the date of issuance of this contract or Purchase Order. 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 during PPM.
- d. Any other requirement by the procuring agency.

## **12. Transportation**

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

**12.2** Transportation including loading/ unloading of goods shall be arranged and paid 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.



### **13. Incidental Services**

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

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

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

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

### **14. Warranty**

**14.1** A comprehensive warranty of three(03) years ( five years for high tech equipment amounting to Rupees 10 Million or higher for single item)for complete system will be provided free of cost including parts, consumable , labour & services, 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.

**14.2** 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, consumable, labour & services , unless otherwise separately mentioned in the specifications.

### **15. Payment**

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

**15.2** In case of 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.

### **16. Prices**

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

### **17. Contract Amendments**

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

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

### **18. Assignment**

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

### **19. Subcontracts**

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

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

**19.3** 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.

**19.4** 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.

**19.5** 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.

## **20. Penalties/Liquidated Damages**

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

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

## **21. Termination for Default**

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

- d. 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
- e. if the Supplier fails to perform any other obligation(s) under the Contract.
- f. if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: **"corrupt practice"** means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution.

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

## **22. Force Majeure**

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

## **23. Termination for Insolvency**





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

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

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

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

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

#### **25. Governing Language**

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

#### **26. Applicable Law**

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

#### **27. Notices**

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

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

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## 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 otherwise any other country of manufacturer is mentioned in specifications however their delivery/ provision may vary according to geographical location of their factories.

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

**1.3** The Bank Guarantee will be discharged after successful installation, commissioning, servicing and completion of warranty period (or for any other period mentioned in the specifications).

**1.4** The Supplier shall be deemed to have obtained all the information regarding facilities and charges, in respect of port clearance, loading and unloading, storage, transportation, congestion, 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.

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

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

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

### 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.

### 3. Payment

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

### 4. Execution of Warranty

**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

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Engineer in consultation with the end user department. This will include the name of the equipment, down time, preventive maintenance schedule, replacement of parts, down time etc.

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

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

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

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

**4.6** Manufacturer will guarantee the availability of spare parts and accessories for the system for fifteen 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.

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

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

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

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

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

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

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

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

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

**4.18** The manufacturer / supplier will be responsible for preventive maintenance of equipment as per manufacturers’ Service Manuals and shall keep a check for electrical / magnetic / temperature

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

**4.19** The Procuring Agency shall notify to the Manufacturer/ Supplier/ Agent all defects/ deficiencies which may arise in the equipment/ system during the Warranty Period, the Manufacturer/ Supplier/ Agent shall be responsible to rectify/ replace and make good (including provision of new spare parts) all such defects/ deficiencies within 5 days, or such shorter period for locally sourced repairs/ parts and 4 weeks for Imported parts/ Foreign repair, of notification by the Procuring Agency. If the Manufacturer/ Supplier/ Agent remain unable rectify/ replace and make good such defect/ deficiencies up to the satisfaction of the Procuring Agency within the applicable time period, the Manufacturer/ Supplier/ Agent will be penalized at a rate of 1% of total value of contract per day for each day the equipment remains nonfunctional. All such costs shall be deducted from the Manufacturer/ Supplier/ Agent's CDR; provided that such deductions exceeds the amount of CDR, additional amounts shall be payable and recoverable from the Manufacturer / Supplier / Agent and further proceeding may taken up with relevant authorities including blacklisting proceedings against the Manufacturer / Supplier / Agent. Deductions under this Sub-Clause shall be in addition to extension of Warranty Period as mentioned in Sub-Clause 4.9 of this document.

**4.20** The serial numbers of all new replacement parts will be noted along with serial numbers of old parts to be replaced, and a record kept of part exchange.

## **5. Packing & Marking**

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

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

## **6. Place of delivery**

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

### **Correspondence addresses**

#### **Procuring Agency**

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#### **Contracting Firm**

M/S-----  
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## **TENDER NOTICE**

Lahore General Hospital, Lahore invites sealed bids from the financially sound and income tax/sales tax registered Contractors/Firms.

Sr. No	Name of Equipment	Estimated Cost	Last Date & Time for purchase of Tender	Last Date & Time for submission of tender	Tender opening Date & Time
1	Furniture and Medical Equipment	63.408 M	03.02.2024 & 10.30 a.m.	03.02.2024 & 11.30 a.m.	03.02.2024 & 12.00 Noon.

- The details of Tender Enquiry (terms & conditions with quantity, specification) will be received during working hours from the Cashier Office of Lahore General Hospital, Lahore, as per schedule mentioned above.
- The documents with detailed specifications will be available immediately after the date of publication.
- Tender fee is Rs. 1000/- per item/package (non-refundable).
- As per PPRA Rule 2014, No. 38(2) (a) Single Stage – Two Envelope Procedure shall be followed.
- Sealed Bids are required to be brought in person by the authorized representative of the interested Bidders in the committee Room Lahore General Hospital, Lahore, which will be opened in the presence of the authorized representatives of the Bidders.
- Procurement shall be governed by the Punjab Procurement Rules 2014.
- The Bidders are required to furnish the Bid Security, which should be 2% of the estimated cost of the quoted product as per Tender List in shape of CDR/ Bank Guarantee only (issued by a scheduled bank operating in Pakistan), in the name of Medical Superintendent Lahore General Hospital, Lahore along with the tender.
- The 2 % Bid Security must be attached with financial bid and defaced copy attached with Technical Bid.
- In case the date of opening or last date of sale and submission is declared as a public holiday by the Government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale, submission and opening of tenders accordingly. The time and venue will remain same.
- The firm must submit the tender/ quotation with proper book binding & page numbering i.e. 1.2.3.....

  
 Nudrat Shah  
 Medical Superintendent  
 Lahore General Hospital  
 Lahore





## Performance Guarantee Form

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

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

**And whereas** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a CDR/ Bank Guarantee by a scheduled bank for the sum of 10% of the total Contract amount as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature and Seal of the Guarantors/Bank

Address

Date

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

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The image shows several handwritten signatures in blue ink, likely representing the Guarantors or Bank mentioned in the form. The signatures are stylized and appear to be written over a horizontal line.

(Sample)

## Manufacturer's Sole Authorization Form

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

To: [name of Procuring Agency]

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

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

[Signature for and on behalf of Manufacturer]

**Note:**

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





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o *to* *of* *may* *save* *h*

## Contract Form

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

**THIS CONTRACT** is made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2022 between the (hereinafter referred to as the “Procuring Agency”) of the First Part; and M/s (*firm name*) a firm having its registered office at (*address of the firm*) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

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

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract , viz:-
  - a. the Price Schedule submitted by the Bidder,
  - b. the Schedule of Requirements;
  - c. the Technical Specifications;
  - d. the General Conditions of Contract;
  - e. the Special Conditions of Contract;
  - f. the Procuring Agency’s Notification of Award;
  - g. the scope of work;
  - h. the Contract; and
  - i. the Bid & its clarifications.
  - j. the contracted specifications (attached as annexure)
  - k. any undertaking provided by the firm
  - l. Purchase Order
3. In consideration of the payments to be made by the Procuring Agency to the Supplier/ Manufacturer as hereinafter mentioned, the Supplier/ Manufacturer hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. [The Supplier] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt business practice.



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

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

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

Signed/ Sealed by Procuring Agency

1.

1.

2.

2.

**Note: 1. In case of alliance; all the firms have to sign this document jointly along with Procuring Agency, as all firms will bear equal responsibility in execution of the contract.**



## Bid Form

Date:

Tender No:

Name of the Item:

To: [Name and address of Procuring Agency]

Respected Sir

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

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

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

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

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

Name and address of Bidder  
(if none, state “none”).”

Amount and Currency

Dated this day of , 2022

Signature  
(in the capacity of)

Duly authorized to sign bid for and on behalf of

Attachment



## Price Schedule

(DDP Tender)

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

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

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

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





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o to [Signature] [Signature] [Signature] [Signature]



(TEMPLATE)

**BID EVALUATION SHEET**

Package no/Tender Number:-----

-

Name of the Equipment and Qty:-----

-

**PART- I****KNOCK DOWN CRITERIA - (COMMERCIAL EVALUATION)****(To be evaluated by Purchase Department)****(All evaluation parameters defined below are mandatory for compliance)**

Sr. No.	Evaluation Parameters	M/S ABC	M/S XYZ
1	Complete Package/Tender	Yes / No	Yes / No
2	Original Receipt of Tender	Yes / No	Yes / No
3	Affidavit from Bidder	Yes / No	Yes / No
4	Bid Security	Yes / No	Yes / No
5	Bid Validity	Yes / No	Yes / No
6	Delivery Period	Yes / No	Yes / No
Remarks:		(Eligible/ Not Eligible for further evaluations of PART-II)	(Eligible/ Not Eligible for further evaluations of PART-II)

**PART- II****KNOCK DOWN CRITERIA - (VENDOR EVALUATION)****(To be evaluated by Technical Evaluation Committee)****(All evaluation parameters defined below are mandatory for compliance.)**

Sr. No.	Evaluation Parameters	M/S ABC	M/S XYZ
1	Exclusive Authorization / Sole Agent Certificate by the Manufacturer	Yes / No	Yes / No
2	Technical & Engineering capability(As defined for the specific tender in specifications)	Yes / No	Yes / No
3	Certificate from the Manufacturer about the after sales services through agent or itself (In case specifically demanded in the specifications)	Yes / No	Yes / No
4	Vendor Past performance (In case of unsatisfactory performance, details must be mentioned)	Satisfactory / Unsatisfactory	Satisfactory / Unsatisfactory
5	Availability of relevant Tools and Testing / Calibration Equipment	Yes / No	Yes / No
6	Compliance of Warranty as per tender	Yes / No	Yes / No
	Remarks:	(Eligible/ Not Eligible for further evaluations of PART-III)	(Eligible/ Not Eligible for further evaluations of PART-III)

**PART – III****KNOCK DOWN CRITERIA - PRODUCT EVALUATION**

(All evaluation parameters defined below are mandatory for compliance.)

Item Sr. No	SPECIFICATION COMPLIANCE /EVALUATION PARAMETERS			
1	Name of Equipment	Brand		
		Model		
Country of Manufacturer				
Country of Origin of Product/Model Number				
Compliance with defined quality standards				
Specification Compliance features wise:			Remarks	Remarks
Specifications:			Technically Acceptable /Not (Mention the reasons)	Technically Acceptable /Not (Mention the reasons)
Technical Eligibility of Product:			Eligible / Not Eligible	Eligible / Not Eligible
Technical Eligibility of Firm:			Eligible / Not Eligible	Eligible / Not Eligible
BID STATUS:			Responsive/Substantially Responsive/Non Responsive	Responsive/Substantially Responsive / Non Responsive

**Note:**

10. Non-compliance of any of above evaluation parts will lead to the rejection of bid straight way.
11. Detail of rejection of any bid will be mentioned in detail.
12. The Technical status of offers will be declared as Responsive, Non Responsive and Substantially Responsive.
13. The offer will be considered as responsive if it fully meets the tender requirement and specifications.
14. The offer which will not be as per requirement of tender and specifications is to be declared as non-responsive.
15. The bid with minor deviations without any effect on the quality, efficiency, reliability and durability of products will be declared as substantially responsive. The minor deviations will be determined by the Technical Evaluation Committee.
16. The bids declared either as Responsive or Substantial Responsive will be considered as acceptable bid for further processing.

17. Sample, where required by the procuring agency will be evaluated by the Technical Evaluation Committee by analyzing its Production quality, Design, Reliability, Conformance to the specification and safe for the usage etc. This report will become the part of above Performa as sample evaluation report.
18. In case of requirement, Procuring Agency / Technical Evaluation committee may inspect the premises of Bidder to inspect the Technical and Managerial Capability/ setups for ensuring proper after sales services.

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The image shows a horizontal line with several handwritten signatures and initials in blue ink below it. From left to right, there is a small circle, a signature that appears to be 'M', a large stylized signature, the word 'Iman' in cursive, the word 'Saw' in cursive, and a final signature.

## HEAVY DUTY SUCTION MACHINE (Qty. 03)

### Technical Specification:

1	Piston or Diaphragm type with oil free pump mechanism.
2	Aspiration rates upto 40-60 liters/minutes or more at 640-900mm.Hg.
3	Vaccum continuously adjustable.
4	Triple or Over flow safety device.
5	Change over valve.
6	Suction tubing of silicone with coupling connection for each jar.
7	Noise Level 50dB or less.
8	220V/50Hz.
	<b>Accessories:</b>
.	50 X Hydrophobic/bacterial filter
.	Trolley with lockable wheels.

o *[Signature]* *[Signature]* *[Signature]* *[Signature]*

<b>VESSEL SEALING GENERATOR COMPATIBLE WITH 5 HAND PIECES</b>	
<b><u>SPECIFICATION</u></b>	
<b>SINGLE CHANNEL VESSEL SEALING GENERATOR</b>	
▪	Seal Time 2-4 Second Cycle
▪	Seal Up & including 7mm
▪	Feedback system should be more than 20000 time / second
<b>DIMENSIONS AND WEIGHT</b>	
Width	300mm (11.81 inches) or better
Depth	377 mm (14.84 inches) or better
Height	105mm (4.13 inches) or better
Weight	5Kg (11 lbs) or better
<b>GENERATOR OUTPUT CHARECTERISTRICS</b>	
<b>Mode</b>	
Vessel Sealing	
<b>P-P Voltage</b>	
500 V	
<b>Rated Load (Ohms)</b>	
30	
<b>Maximum Power (Watts)</b>	
270	
<b>INPUT POWER</b>	
▪	220-240 Volt
▪	Maximum VA-400VA
▪	Input mains voltage, full regulation range 180-264 VAC
▪	Input mains voltage, operating range 210-240 VAC
▪	Mains line frequency range (nominal) 50Hz to 60Hz
▪	Fuses (2) - 5mm x 20 mm 8A, 250 V fast blow



## DEFIBRILLATOR

### Technical Specification:

1	Biphasic Transthoracic (External) Defibrillator
2	LCD color display with screen size of approx. 5 inches or better
3	Synchronized output with ECG
4	For External Defibrillator Energy Selection & Delivery on Control Panel and / or External Paddles
5	For Internal Defibrillator Energy Selection on control Panel and / or Internal Paddles and Delivery must be on internal paddles
6	Charging Indicator
7	The energy range should be adjustable or Neonates, Peds and Adults upto 200 Joules or better
8	Charging Time for full energy should be less than 6-7 seconds
9	Display of HR, ECG through paddles and Lead I, II & III patient cable
10	Built -in-recorder for printing of full summary on standard 50mm paper
11	Alarms for high and low Heart rate, low battery warning
12	Auto Tester / Self-Check
13	External Paddles (Adult and Paeds)
14	AED Facility with cable
15	Pacing Facility
	<b><u>Other Parameters:</u></b>
16	Operating Requirement: AC 220 V & 50 Hz
17	Built-in-Rechargeable battery with charger for minimum 100 shocks at maximum energy
	<b><u>Accessories:</u></b>
•	Complete with all Standard Accessories
•	Original Trolley (Manufacturer Supplied) / Local Trolley Manufacturer's Standards with antistatic castors / wheels and all precautionary measures applicable (The Procuring Agency and End-User to choose among original trolley or local trolley)
•	Operational & Service Manual
	<b><u>Optional (Of any:)</u></b>
•	Quantity and Type of Reusable Sensors (Adult, Paediatric & Neonatal) (To be specified by the Procuring Agency and End-User)
•	Internal Paddle (Adult, Paed and Neonate) (Quantity and Type to be specified by the Procuring Agency and End-User)
•	EtCO2

•	SpO2
•	NIBP
•	Pacing / Defibrillator Pads (Reusable / Disposables) (Quantity and Type to be specified by the Procuring Agency and End-User)
	<b><u>Safety Standard</u></b>
•	Must confirm to the requirements of ISO 13485:2016 version or above
	The system must be complete with all sensors, probes, cables, or any other accessories required for measuring all the above selected parameters for Adults, Paeds and neonates.
•	ECG lead (Qty-01)
•	SPO2 Sensor for Adult, Paeds and Neonates (Qty-01 each)
•	Temperature Probe Skin and Rectal (Qty-01 each)
•	NIBP Cuff for adult, Paeds and neonates. (Qty-02 each)
•	Mounting Stand Imported supplied from same manufacturer
	<b><u>Optional Items</u></b>
•	IBP two or three channels (Procuring agency and end user to be specify).
•	Capnography (EtCO2).
•	Cardiac Output
•	Bispectral Index (BIS) monitoring.

o     

## ECG MACHINE (3-Channel)

### Technical Specification:

1	Three Channels ECG on atleast 3 inches LCD display or better
2	Manual & Automatic Operation
3	Variable Gain: 1/2, 1, 2cm/mV
4	Interpretation Software
5	Recording Trace Speed: 10/12.5, 25 and 50mm / sec or better
6	Muscle artifact and AC (50Hz) interference filters
7	Defibrillator Protection
8	Built-in-battery operation with 60 mins backup or better
9	Noise Filter and Baseline Corruption
10	Thermal Recorder for printing out of three channels simultaneously
11	Paper Rolls / Z folds / Recording Papers: Quality = 10 (Each Roll Length minimum 20 meters)
12	Operating Requirement: AC 220 V & 50 Hz
13	Securing / fixation to the Mobile Cart by strap or other means must be provided
	<b><u>Accessories:</u></b>
•	Complete with all standard accessories, including patient cables for Adult & Paediatric use with re-useable electrodes and for Neonatal use with re-usable / disposable electrodes (Types and quantities to be specified by the Procuring Agency and End-User)
•	Operational & Service Manual
	<b><u>Optional (If any):</u></b>
•	Dedicated ECG Mobile Cart (Local / Imported) (The Procuring Agency and End-User to decide)
•	Capability to interface with LAN / WLAN for data transfer.
•	Paper Rolls / Z folds / Recording Papers: Quality = 10 (Each Roll Length minimum 20 meters) (Quantity may be specified by the Procuring Agency & End-User)
•	Provision of battery charging slot in case of mobile / ambulance usage
	<b><u>Safety Standard</u></b>
•	Must confirm to the requirements of ISO 13485:2016 version or above

<b>AIR OXYGEN BLENDER</b>	
▪	Ability to provide mixed air and oxygen
▪	FiO2 range: 21-100%
▪	Mountable on a pole or nail
▪	Accuracy $\pm$ 3% on full scale
▪	Supply pressure 30-75 psi
▪	Flow meter: 0-15 Lpm

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Clinical Specialty	Anesthesia and Ventilation
Generic Name	<b>PATIENT MONITOR</b>
Clinical Purpose	Patient monitor is a medical device used for measure, Record, Distribute and display combinations of biometric values such as heart rate, SPO <sub>2</sub> , Blood Pressure, temperature, etCO <sub>2</sub> and more to ensure high quality patient care.

**TECHNICAL SPECIFICATIONS**

- Bedside monitor for Adult, Paeds and Neonate.

**OPERATING FEATURES AND CHARACTERISTICS:**

- Non fade Touch screen TFT color display.
- Electro-surgical interference suppression or protection.
- Defibrillator protection.
- Minimum six waveforms for real time and freeze monitoring.
- Waveform traces speed; 25 & 50mm/sec.
- Screen size: min. 15" TFT or LCD Touch Screen color display.
- Capability to connect with HL7 interface.
- Capability to connect with LAN or WLAN for data transfer on central station.

**ECG:**

- Numeric: Heart rate.
- 3 or 5 and more ECG leads monitoring.

**NON-INVASIVE BLOOD PRESSURE(NIBP):**

- Method: Oscillometric principle.
- Numeric: systolic, diastolic and mean pressure.
- Selectable auto inflates interval settings.
- Rising cuff continuous pressure display.

**TEMPERATURE:**

- Numeric: temperature selectable in °C and °F.

**PULSE OXIMETRY:**

- Numeric: 0-100% oxygen saturation measuring range.
- Waveform-Plethysmograph pulse.

**ARRHYTHMIA ANALYSIS:**

- Arrhythmia analysis and ST analysis.

**RESPIRATION:**

- Breath rate display and apnea alarms.
- Sweep speed; 6.25, 12.5 mm/sec.

**OTHER FEATURES:**

- Trend data; graphical and tabular up to 72 hours.

**ALARMS:**

- High & low (settable) on all parameters
- Visual and audible indication of alarms

**OPERATING REQUIREMENTS:**

- AC 220V/50HZ
- Built-in rechargeable battery for at least 60 minutes AC power failure at full parameter.
- Single or Dual Channel Printer.

**ACCESSORIES**

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The system must be complete with all sensors, probes, cables or any other accessories required for measuring all the above selected parameters for Adults, Paeds and neonates.

- ECG lead - (Qty-01)
- SPO2 Sensor for adult, Paeds and Neonates (Qty-01 each).
- Temperature Probe Skin and Rectal (Qty-01 each).
- NIBP Cuff for adult, Paeds and neonates. (Qty-02 each).
- Mounting Stand Imported supplied from same manufacturer.

**OPTIONAL ITEMS**

- IBP two or three channels (Procuring agency and end user to be specify).
- Capnography (EtCO2).
- Cardiac output.
- Bispectral index (BIS) monitoring.

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Clinical Specialty	Operation Theater and General Surgery
Generic Name:	<b>BASIC ELECTROSURGICAL UNIT</b>
Clinical Purpose	Electrosurgical Machine is used to cut, coagulate and desiccate the biological tissues.

**Technical Specifications:**

Microprocessor based electrosurgical unit for normal and under water cutting usages. Automatic self-test function.

Operation in radio frequency range.

Controls for cutting, coagulation, spray and blends.

Monopolar cutting power of 280 to 300 watts with change of 05 watts or with less increments.

Mono polar coagulation power of 120 Watts or more.

Bipolar coagulation power of 100 Watts or more.

Spray coagulation mode.

Different gradations of blending of cutting and coagulation power.

Digital display of all controls and set values of cutting and coagulation power.

Audio and visual alarms. 220V, 50 Hz.

**Accessories (I/O to Specify):**

Monopolar handle with cord.

☒ Bipolar forceps with cord.

☒ Attachment for monopolar coagulation.

☒ Knife electrode.

☒ Surgical electrode, ball-shaped.

☒ Wire loop electrode.

☒ Needle electrode.

☒ Ball electrode.

☒ Bipolar coagulation forceps.

☒ Reusable patient plate.

☒ Double paddle foot switch, explosion proof.

☒ Trolley with lockable antistatic castors may be provided locally.

*S. S. Saini*      *O. Saini*

17/05/2018

*O. S. Saini*      *S. S. Saini*      *S. S. Saini*      *S. S. Saini*

<b>List of Medical Equipment Purchased Through Regular Budget For The Financial Year 2023-24</b>				
<b>Sr. No.</b>	<b>Equipment Name</b>	<b>Qty.</b>	<b>Unit Price (PKR)</b>	<b>Total Price (PKR)</b>
<b>1</b>	Heavy Duty Suction Machine	7	1400000	9800000
<b>2</b>	Diathermy Machine	7	2500000	17500000
<b>3</b>	Defibrillators	6	1500000	9000000
<b>4</b>	ECG Machine (3 Channel)	7	400000	2800000
<b>5</b>	LigaSure Generator	2	3500000	7000000
<b>6</b>	Cardiac Monitor	5	1800000	9000000
<b>7</b>	Air Oxygen Blender	4	700000	2800000
<b>8</b>	Furniture Items			5508000
<b>Total</b>				<b>63408000</b>



