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Brief facts of the case are as "Primary & Secondary Healthcare Department signed a Contract vide No. PSHD-SO(P)4-14/2016 dated 22nd February, 2017 (Phase I) with M/s Seico Scientific Traders, 104-Muhammadia Plaza, Gordon College Road, Rawalpindi, for the supply of Chemistry Analyzer (Qty:25) and Hematology Analyzer (Qty:24). As per the Contract, due date of supply of these equipment was 6th May, 2017. Further, the firm had to complete the installation & functionality of said equipment immediately after its delivery. The Department vide letter No. PSHD-SO(P)4-14/2016 dated 13th November, 2017 asked the firm for the supply of these equipment and explain the reasons of delay in supply. The firm vide letter No. SS-0090/G-1142/17 dated 14th November, 2017 responded as "arrangement of stock has been in process, we would like to apologize for the delay, it was because of production issues on the manufacturer's end. We would like to assure you that the supply of subject order will be made before end of December, 2017." The Department took a lenient view and give an opportunity to the firm to complete the supply of these equipment as per its request. However, the firm failed to deliver these equipment by December, 2017. The Department vide letter No. PSHD-SO(P)4-14/2016(BE) dated 09th January, 2018 served a Show Cause Notice to firm stated that such Pauses/Failure events are causing undue delay in the accomplishment of the assignment. M/s Seico Scientific Traders did inordinate tardiness in accomplishment of contractual obligations as per terms & conditions of the signed Contract which is not only the violation of Contracts, but the firm acted in a manner detrimental to public interest & not performed the contract up to the mark. Further, the firm was asked as to why the Contract signed with M/s Seico Scientific Traders may not be terminated and to impose upon the firm penalties in terms of Rule 21 of Punjab Procurement Rules, 2014 and terms & conditions of the Contract which includes debarring / blacklisting of firm for two years for future participation of tenders of procuring agency in addition to forfeiture of entire amount of Bank Guarantee submitted against the Contract.

2. In response to Show Cause Notice, M/s Seico Scientific Traders submitted its reply vide letter No. SS-87/G-99/2018 dated 16th January, 2018 as "we would like to apologize for the inconvenience caused due to delay in supply of machines. Subject instruments would have been supplied in December but got delayed because of implementation of new ERP system on manufacturer site and because of this they have

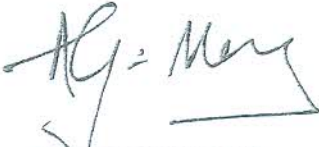
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closed production and warehouse operation in January. Hence, we can supply these instruments in February 2018. Please accept our apologies and regrets and grace us with this period".

3. The firm was given opportunities of personal hearing. Mr. Didar Ahmad (Sales Promotion Officer), Mr. Asif Ali (Sales Promotion Officer) and Mr. Muhammad Ali (Service Engineer) appeared before the Project Director (Procurement Cell), P&SHD on dated 24th January, 2018 and 20th February, 2018, for personal hearing of the case. The reasons claimed by the firm were evaluated and found baseless. The firm could not produce substantial evidences in support of their claim. Now, it has been proved beyond any shadow of doubt that the firm did inordinate tardiness in accomplishment of Procurement Contract. The delay in supply of equipment results in delay in provision of Healthcare Delivery Services, which is detrimental to public interest.

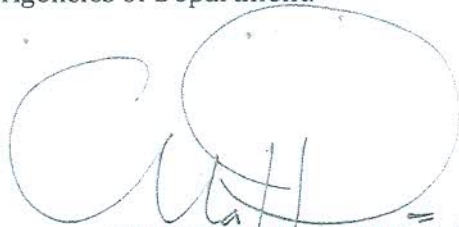
4. **Now Therefore**, I Secretary, Primary & Secondary Healthcare Department, Government of the Punjab, being Competent Authority do hereby Blacklist and Debar M/s Seico Scientific Traders, 104-Muhammadia Plaza, Gordon College Road, Rawalpindi, for two years with immediate effect for future participation in Primary & Secondary Healthcare Department' Tenders. The Contract No. PSHD-SO(P)4-14/2016 dated 22nd February, 2017 (Phase I) is hereby terminated in addition to forfeiture of entire amount of Bank Guarantee submitted against the subjected Contract.


(ALI JAN KHAN)
SECRETARY P&SHD

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A copy is forwarded for information and further necessary action to the:

1. Director General Health Services Punjab, Lahore.
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3. Deputy Project Director (HISDU), P&S Healthcare Department with request to upload the same on official website and circulate to Procuring Agencies of Department.
4. P.S.O. to Secretary, P&S Healthcare Department.


PROJECT DIRECTOR 2/8/18
PROCUREMENT CELL, P&SHD