STANDARD BIDDING DOCUMENT

MEDICAL EQUIPMENT AND MACHINERY
(YEAR 2019-20)

SHEIKH ZAYED MEDICAL COLLEGE/HOSPITAL
RAHIM YAR KHAN
GOVERNEMENT OF THE PUNJAB
HEALTH DEPARTMENT
TELEPHONE No. 068-9230066
A. Instructions to Bidders (ITB)

The provision of this checklist is essential prerequisite along with submission of tenders.

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<th>Sr. #</th>
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<tbody>
<tr>
<td>1</td>
<td>Original receipt for purchase of tender</td>
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<td>2</td>
<td>Bid Security 3% in the name of Principal, SZMC/SZH, R.Y.Khan [Photocopy of security (price masked) to be attached with Technical Offer. Original security should be attached with financial offer]</td>
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<td>3</td>
<td>Name of equipment, Brand model specifications</td>
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<td>4</td>
<td>Company profile including engineering and managerial capability. (Name, Address, Tel No, salary statement, degrees, diploma, certificate of training)</td>
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<td>5</td>
<td>Acceptance of terms and condition of tender documents only signed and stamped</td>
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<td>6</td>
<td>Minimum two-year experience regarding supply to Government / Autonomous institutions</td>
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<td>7</td>
<td>An affidavit (as per specimen) Performed on stamp paper of Rs. 100/-: submitting that the firm is never blacklisted on any grounds whatsoever from Government / Autonomous institutions and the price offered are not more than offered price in any other institution during current financial year and in case of discrepancy the bidder undertake to return excess paid</td>
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<td>8</td>
<td>Price should not be mentioned on technical bid</td>
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<td>9</td>
<td>Valid General Sales Tax certificate, Valid Income Tax certificate, Valid Professional Tax certificate (All three are mandatory)</td>
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<td>10</td>
<td>Valid Manufacturing License (if applicable)</td>
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<td>11</td>
<td>Exclusive Authorization / Sole Agent Certificate by the Manufacturer</td>
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<td>12</td>
<td>Past performance</td>
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<td>13</td>
<td>Availability of relevant Tools and Testing / Calibration Equipment</td>
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<td>14</td>
<td>Compliance of Warranty as per tender</td>
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<td>15</td>
<td>Screen shot and web link of quoted model on the official website of the manufacturer as a proof of latest model quoted by firm</td>
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<tr>
<td>16</td>
<td>Documentary evidence from Manufacturer that they are original manufacturer (with indication of manufacturing site &amp; location)</td>
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**GENERAL CLAUSES**

1. Country of origin and related certificate. (FDA510k for US, CE(MDD) for Europe & MHILW for Japan)
2. Country of manufacturing and related quality certificate. (FDA510k for US, CE(MDD) for Europe & MHILW for Japan)
3. 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.
4. Latest tax paid, balance sheet, audit inspection reports
5. Supply orders detail over last two year (minimum) from Government organisation / Autonomous institutions.
6. The Authorization or Power of Attorney to sign and submit the Bid
7. The complete list of items quoted

**NOTE:** 100% complete information according to the bid evaluation criteria provided by the firm will get maximum marks. THE INFORMATION PROVIDED BY THE FIRM SHOULD BE RELEVANT, CONCISE AND TO THE POINT AS PER BID EVALUATION CRITERIA, UNNECESSARY DOCUMENTATION WILL HAVE A NEGATIVE IMPACT.

**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 Guarantee Form;
   (i) Bid Form; and
   (j) Price Schedule

1.2 The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 1.1 said Bidding Documents shall take precedence.
1.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

2. Source of Funds
2.1 Government of Punjab.

3. Eligible Bidders
3.1 This Invitation for Bids is open to all original Manufacturers/Authorized 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 unfitness for corrupt and fraudulent practices issued by any Government (Federal, Provincial), a local body or a public sector organization.

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

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

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

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

8. Qualification and Disqualification of Bidders
8.1 In the absence of 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 as the Procuring Agency deems necessary and appropriate.
8.3 An affirmative determination shall be a pre-requisite for Award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
8.4 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.
8.5 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Supplier was false and materially inaccurate or incomplete.
8.6 Bidders that are found to consistently fail to provide satisfactory performances or are found to be inducing 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 the procurement and execution of such Contracts. In pursuance of rule 2 (f) 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 or with or without the knowledge of the procuring agency to establish procurement at artificial, non-competitive 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 impairing 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 benefits 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 In case of DDP & CIF tender, the Prices shall be quoted in Pak Rupees or S, £, €, ¥ and CHF respectively depending upon the case.
14.2 State Bank of Pakistan's foreign currency selling rate will be considered from the date of opening of financial bid for comparison purposes.
14.3 The price for complete package/Tender, standard accessories; detail of which is already mentioned in the technical specifications will be considered for determining the lowest bidder. Optional items will not be considered while determining the lowest bidder.

15. Documents Establishing Bidder's Eligibility and Qualification

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

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

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

(a) The Supplier/agent shall have to produce Exclusive letter of authorization / Sole Agency Certificate from Manufacturer and in case of Manufacturer, documentary proof to the effect that they are the original Manufacturer of the required goods shall be provided, or joint venture/ consortium/ alliance of the local Sole agents/manufacturers.

(b) National Tax Number (NTN) and General Sales Tax Number (if applicable) with documentary proof shall have to be provided by the bidder(s).

(c) The Bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm has not been blacklisted in the past on any ground by any Government (Federal, Provincial), a 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 minimum 5 years experience which will be counted from the date of Authorized Letter of Principal/Local Manufacturer. The items quoted by the bidder/ Manufacturer should already have been used in different public/ private institutions/ hospitals, documentary proof is required to submit in this regard. Authorization is not required in case of manufacturer.

(e) The Bidder is required to provide with the technical proposal the name of item(s), tender number and serial number in the exact manner as quoted in the financial proposals.

(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 qualifications and qualifications, 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.

(g) The Bidder (in case of manufacturer) shall provide a list of plant, major machinery and equipment installed in the factory. All necessary equipment must be calibrated and validation certificate to be included in the technical bid.

(h) In case of non-local manufacturers, the list of countries in which the specific product is available and is in use. Information to be duly certified by the appropriate Punjab Chapter of the Chamber of Commerce.

(i) The Bidder shall provide firms balance sheet, latest tax paid, audit inspection report (if undertaken) and at least one-year bank statement.

(j) The Bidder shall provide total list of products it supplies in the market. The Bidder shall also be responsible for providing up to date and authentic contact details of both private and public hospitals to which it has supplied over the last two years. Bidder shall also provide supply order details over last one (02) year with complete and up to date details of its distribution sub-offices or/and representatives.

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

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

16.2 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 with a certificate of origin issued by the manufacturer.

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 3% of the item price (with standard accessories) in the shape of irrevocable Bank Guarantee or CDR from scheduled bank. Bid Security accounting to less than 3% shall not be acceptable

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

17.3 Have a minimum validity period of one hundred twenty (120) days from the last date for submission of the tender or until furnishing of the Performance Security, whichever is later.

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

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

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

17.3.3 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.
17.4 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 120 days after opening of Technical Bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

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

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

Submission of Bids

19. Format and Signing of Bid

19.1 The bid shall be typed and 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 Principal Sheikh Zayed Medical College/Hospital, Rahim Yar Khan (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 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:
   (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
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 Inclusive of prevailing taxes and duties in pursuant to ITB Clause 13, 14.
28.3 All bids shall be evaluated in accordance with the evaluation criteria (ITB Clause 29) and other terms and conditions set forth in these bidding documents.
28.4 In case of procurement on CIF/CIP/C&F basis, for the purpose of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees in pursuant to ITB Clause 13. The rate of exchange shall be the selling rate, prevailing on the date of opening of Financial Bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

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

29. Evaluation Criteria

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

29.2 Technical Evaluation Criteria

PART-I

KNOCK DOWN CRITERIA - (COMMERCIAL EVALUATION)

<table>
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<tr>
<th>Sr. #</th>
<th>Evaluation Parameters</th>
<th>M/S ABC</th>
<th>M/S XYZ</th>
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<tbody>
<tr>
<td>1.</td>
<td>Item Name/Tender</td>
<td>Yes/No</td>
<td>Yes/No</td>
</tr>
<tr>
<td>2.</td>
<td>Original Receipt of tender</td>
<td>Yes/No</td>
<td>Yes/No</td>
</tr>
<tr>
<td>3.</td>
<td>Affidavit from bidder (as per attached specimen)</td>
<td>Yes/No</td>
<td>Yes/No</td>
</tr>
<tr>
<td>4.</td>
<td>Bid security</td>
<td>Yes/No</td>
<td>Yes/No</td>
</tr>
<tr>
<td>5.</td>
<td>Bid validity</td>
<td>Yes/No</td>
<td>Yes/No</td>
</tr>
<tr>
<td>6.</td>
<td>Delivery Period</td>
<td>Yes/No</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Remarks</td>
<td></td>
<td>Eligible/Not Eligible</td>
<td>Eligible/Not Eligible for further evaluation</td>
</tr>
</tbody>
</table>

PART-II KNOCK DOWN CRITERIA - (VENDOR EVALUATION)

<table>
<thead>
<tr>
<th>Sr. #</th>
<th>Evaluation Parameters</th>
<th>M/S ABC</th>
<th>M/S XYZ</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Exclusive Authorisation / Sole Agent Certificate by the Manufacturer</td>
<td>Yes/No</td>
<td>Yes/No</td>
</tr>
<tr>
<td>2.</td>
<td>Certificate from the Manufacturer about the after sales services through agent or itself (In-case specifically demanded in the specifications)</td>
<td>Yes/No</td>
<td>Yes/No</td>
</tr>
<tr>
<td>3.</td>
<td>Compliance of Warranty as per tender</td>
<td>Yes/No</td>
<td>Yes/No</td>
</tr>
<tr>
<td>4.</td>
<td>Documentary evidence from Manufacturer that they are original manufacturer (with indication of manufacturing site &amp; location)</td>
<td>Yes/No</td>
<td>Yes/No</td>
</tr>
<tr>
<td>5.</td>
<td>The medical equipment offered from foreign countries of USA, Europe and Japan shall be eligible to participate and must bear FDA510k, CR(MDD) or MHLW (Ministry of Health, Labor and Welfare) standard, (Any Two)</td>
<td>Yes/No</td>
<td>Yes/No</td>
</tr>
<tr>
<td>6.</td>
<td>The quoted model of imported product shall be available on the current official website of the manufacturer, otherwise the quoted product shall be considered obsolete/ redundant and will straight away be rejected. (web link &amp; screen shot to be provided)</td>
<td>Yes/No</td>
<td>Yes/No</td>
</tr>
<tr>
<td>7.</td>
<td>The bid must comply with the advertised technical specifications of the quoted single item Incomplete offer will straightaway be rejected.</td>
<td>Yes/No</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Remarks</td>
<td></td>
<td>Eligible/not Eligible for further evaluation of product</td>
<td>Eligible/not Eligible for further evaluation of product</td>
</tr>
</tbody>
</table>

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.
# EVALUATION CRITERIA

**WEIGHTED (65% MARKS ARE MANDATORY FOR QUALIFICATION)** Serial No.

<table>
<thead>
<tr>
<th>Sr.#</th>
<th>Parameters</th>
<th>Detail/Marks</th>
<th>Max Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>Particular item Business Experience (Minimum two year experience required)</td>
<td>i. 2 to 4 years</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii. 5 to 7 years</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii. Above 7 years</td>
<td>10</td>
</tr>
<tr>
<td>II.</td>
<td>Financial soundness (Bank statement is not required, attach bank certificates)</td>
<td>i. Audited Accounts 2 years</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii. Tax Return (2 years)</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii. Bank's Financial Standing Certificate (proportionate)</td>
<td>4</td>
</tr>
<tr>
<td>III.</td>
<td>Product Strength Product quality certification</td>
<td>i. FDA, CE MDD, MHLW</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii. Any two or more above</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii. Pre-qualification with govt. semi govt. autonomous institutions</td>
<td>4</td>
</tr>
<tr>
<td>IV.</td>
<td>Physical/cosmetic features of the Product (The make, model, country of origin of all standard accessories to be provided with the equipment)</td>
<td>i. 90% of the specifications</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii. 100% of the specifications</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii. Make, model, Country of origin of accessories</td>
<td>4</td>
</tr>
<tr>
<td>V.</td>
<td>Firm Certifications (ISO: 9001:2008)</td>
<td>i. Certifications</td>
<td>4</td>
</tr>
<tr>
<td>VI.</td>
<td>Technical or engineering capacity of company or firm (Bank Salary/Account for authenticity. Evidence of same to be submitted along with the list of staff)</td>
<td>i. 3 to 5</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii. 5 to 7</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii. More than 7</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Additional</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>02 for each DAE</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>03 for each B.Sc Engineering</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>05 for each M.Sc</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>07 for Ph.d</td>
<td></td>
</tr>
<tr>
<td>VII.</td>
<td>Engineering / Training on Particular Product (by Manufacturer / Factory)</td>
<td>i. 1 to 2</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii. 2 to 4</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii. 5 or more</td>
<td>6</td>
</tr>
<tr>
<td>VIII.</td>
<td>General overall experience in reference to the Product Number of references provided Private sector + Public sector</td>
<td>i. Public sector</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii. Private sector</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii. Both</td>
<td>8</td>
</tr>
<tr>
<td>IX.</td>
<td>Overall reputation in reference to the Product (Affidavit on court stamp paper of minimum Rs. 100/- is required)</td>
<td>i. No complaint investigated &amp; established for last 02 years</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii. No complaint investigated and established in last 01 years</td>
<td>5</td>
</tr>
<tr>
<td>X.</td>
<td>Local Manufacturer / Local Agent capacity for technical services Reference to the Product Repair</td>
<td>i. Spare Part and Backup for installed Base Inventory</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii. Calibration tools (2) Testing Tools (2) workshop (1)</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GRAND TOTAL</td>
<td>100 (min 65)</td>
</tr>
</tbody>
</table>