BIDDING DOCUMENTS

PROCUREMENT OF
NEW OBJECTIVE LENS OF
OPERATION MICROSCOPE

FOR FINANCIAL YEAR 2019-20

TEHSIL HEAD QUARTER HOSPITAL
SHAKARGARH

Primary & Secondary HealthCare Department, Government of Punjab
CHECK LIST

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<tr>
<th>S #</th>
<th>DETAIL</th>
<th>YES / NO</th>
<th>PAGE #</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>Valid National ID Card (NADRA).</td>
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<td>3</td>
<td>Company profile (Name, Address, and Tel No).</td>
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<td>4</td>
<td>Acceptance of terms and condition of tender documents duly signed and stamped.</td>
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<td>5</td>
<td>Min One year experience in supplies to Government / Autonomous institutions.</td>
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<td>6</td>
<td>An affidavit on stamp paper of Rs.100/- submitting that the firm is never blacklisted on any grounds whatsoever from Government / Autonomous institutions.</td>
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<td>7</td>
<td>Price should be inclusive of all taxes, No hidden charges will be acceptable</td>
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<td>8</td>
<td>Valid National Tax Number.</td>
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<td>12</td>
<td>Bid security 2% of the estimated price in the shape of fresh CDR in the name of Medical Superintendent THQ Hospital SHAKARGARH, NAROWAL.</td>
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GENERAL CLAUSES

1. Detail of staff / profile of company
2. Supply orders detail over last one year (minimum) from Government organization / Autonomous institutions.

INVITATION FOR BIDS

TEHSIL HEADQUARTER HOSPITAL SHAKARGARH

The THQ Hospital SHAKARGARH invites sealed bids from eligible bidders/suppliers for objective lens of operation microscope model number OMS-90 (S/N:311850) MFG BY TOPCON JAPAN to meet the requirement of T.H.Q Hospital SHAKARGARH. Detailed description/specs of are given in the Bidding Documents.

Interested eligible bidders may get the Bidding Documents at the address mentioned below on submission of written application along with payment of non-refundable fee of Rs. 1000/- . Bidding Documents shall be issued up to 17-10-2019 10:00 AM. However, a copy of the Bidding Documents is also available for information only on the websites of Punjab Procurement Regulatory Authority (www.ppra.punjab.gov.pk).

Bidding will be conducted through Open Competitive Bidding Single Stage – two Envelopes bidding procedure as per Punjab PPRA Rule-2014.

Bids must be delivered to the address below at or before 12:00 pm on 17-10-2019. Bid security of 2% of the estimated price in the shape of call deposit should be attached bid. Late bids will be rejected. Bids will be opened in the presence of the bidders’ representatives who choose to attend at the address below at 12:30 PM on 17-10-2019. The Bidders are requested to give their best and final prices.

Medical Superintendent
T.H.Q. Hospital SHAKARGARH

Bidding Documents (MISC ITEMS) 2018-19
INSTRUCTIONS TO BIDDERS

1. **Source of Funds:** The Government of Punjab, Health Department has allocated funds from health council to the individual institution under their relevant Head of Account which will be utilized by TEHSIL HEADQUARTER HOSPITAL SHAKARGARH for the said purpose during the financial year 2019-20. THQ HOSPITAL SHAKARGARH intends to fix the price / conclude the contract for the supply of objective lens of operation microscope model number OMS-90 (S/N:311850) MFG BY TOPCON JAPAN on Free Delivery to consignee’s end basis directly to THQ HOSPITAL SHAKARGARH.

2. **Eligible bidders:** This Invitation for Bids is open to all manufacturers/ importers/ distributors/ sole agents having income tax/sale tax registered on Free Delivery to Consignee’s end basis. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.

3. **Eligible Goods and Services:** All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For this purpose, the term “Goods” includes any Goods that are the subject of this Invitation for Bids and the term “Services” shall include related services such as transportation, insurance etc. The “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced through manufacturing or processing, or substantial and major assembly of ingredients / components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4. **Cost of Bidding:** 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 manner or outcome of the bidding process.

**NOTE:** List of required items with specifications is attached.
THE BIDDING DOCUMENTS

5. **Content of Bidding Documents**
   
i. The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the invitation for bids, the bidding documents shall include:-
   
   a) Instructions to bidders;
   b) General Conditions of Contract;
   c) Special Conditions of Contract;
   d) Schedule of Requirements;
   e) Technical Specifications;
   f) Manufacturer’s Authorization Form;
   g) Performance Guaranty Form;
   
   ii. 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 above, the said Bidding Documents shall take precedence.
   
   iii. The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.
   
   iv. 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.

6. **Clarification of Bidding Documents:** 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 no later than ten (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. Pre-bid conference shall be arranged for clarifications of the bidders on the date and time mentioned above under bio-data sheet.

7. **Amendment of Bidding Documents:** 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. All prospective bidders that have received the bidding documents shall be notified of the amendment in writing or by phone, and shall be binding on them. 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.

**PREPARATION OF BIDS**

8. **Language of Bid:** 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 in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. **Documents Comprising the Bid:** The bid shall comprise the following components:

   a) Bid Form and Price Schedule completed in accordance with instruction to bidders (to be submitted along with proposal).
   b) Documentary evidence established in accordance with instruction to bidders 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 instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the bidding documents; and
(d) **Bid Security @ 2% Rs 5400/- of the estimated price Rs.270,000/- ()** in the shape of Call Deposit (Fresh CDR) / BankGuarantee in the name of MEDICAL SUPERINTENDENT T.H.Q HOSPITAL SHAKARGARH to be **submitted with offer**.

10. **Bid Form & Price Schedule:** The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their strength, packing, quantity, and prices.

11. **Performance guarantee: 5% of estimated cost of bid**

12. **Bid Prices:**
   i. The bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the goods, it proposes to supply under the Contract.
   
   ii. Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration /correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red / yellow marker.
   
   iii. The bidder should quote the prices of goods according to the technical specifications as provided in the Form of Price Schedule and Technical Specifications. The specifications of goods, different from the demand of bid enquiry, shall straightway be rejected.
   
   iv. **The bidder is required to offer competitive price. All prices must include 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.**
   
   v. Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bidder.
   
   vi. 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.

12. **Bid currencies:** Prices shall be quoted in Pak Rupees.
13. **Bid Validity**

   i. Bids shall remain valid for the period of **120 Days** after the date of opening of Bid, prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

   ii. 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 reason 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.

   iii. 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 without forfeiture of their bid securities (earnest money).

14. **Format and Signing of Bid:**

   iv. The bidder shall prepare and submit its bid along with original purchase receipt. The bid shall be typed or written in indelible ink and shall be signed by the bidder 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, except for un-amended printed literature.

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

**SUBMISSION OF BIDS**

18. **Sealing and Marking of Bids**

   i. The envelopes shall be marked as “PROPOSAL FOR STATIONARY SERVICES ” OR "PROPOSAL FOR STATIONARY ITEMS" in bold and legible letters to avoid confusion. Envelopes shall be sealed and:

   ii. Be addressed to the Procuring Agency at the address given in the Invitation for Bids and;

   iii. Bear the name and number indicated in the Invitation for Bids.
19. **Deadline for Submission of Bids:**
Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instruction to bidders, not later than the time and date specified in the Invitation for Bids. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with instruction to bidders, 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.

20. **Late Bid:** Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the bidder.

21. **Withdrawal of Bids:** The bidder may withdraw its bid after the bid’s submission and prior to the deadline prescribed for submission of bids. 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 instruction to bidders.

**OPENING AND EVALUATION OF BIDS**

22. **Opening of Bids**
   
i. The Procuring Agency shall initially open only the envelope 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 evidencing their attendance.

   ii. 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 proposal. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder.

   iii. The Procuring Agency shall prepare minutes of the bids opening.

23. **Clarification of Bids:** 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 the bid shall be sought, offered, or permitted.

24. **Preliminary Examination**
   
i. The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

   ii. In the bids 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 bidder does not accept the correction of the errors, its bid shall be rejected, and its bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.

   iii. The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

   iv. Prior to the detailed evaluation, 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, such as those concerning Applicable Law, Taxes & Duties 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.
v. 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.

25. Evaluation & Comparison of Bids

i. The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.

ii. The Procuring Agency’s evaluation of / bid shall be on the basis of previous performances, previous test reports, inspection of plant / factory / premises (if not previously conducted), previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be considered. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuance to instruction to bidders.

iii. All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents.

iv. 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.

26. Evaluation Criteria:

i. For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, inspection of plant / factory / premises, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate shall be taken into consideration. The following merit point system for weighing evaluation factors/ criteria can be applied for the PROPOSALS. The number of points allocated to each factor shall be specified in the Evaluation Report.

2. SCHEDULE OF REQUIREMENT:

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<tr>
<th>MODE OF PENALTY</th>
<th>100% QUANTITY AS PER PURCHASE ORDER</th>
<th>TOTAL DELIVERY PERIOD</th>
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<tbody>
<tr>
<td>WITHOUT PENALTY</td>
<td>15 days</td>
<td>15 Days</td>
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<tr>
<td>WITH PENALTY</td>
<td>30 days</td>
<td>30 days</td>
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<tr>
<td>0.067% per day after 15 days of Purchase Order</td>
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i) 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, UN NECESSARY DOCUMENTATION WILL HAVE A NEGATIVE IMPACT.

ii) After evaluation is completed, the Procuring Agency shall inform the bidders who have submitted proposals the scores obtained by their proposal, and shall notify those bidders whose proposal did not meet the minimum qualifying mark which is 50% or were considered non responsive, that their financial proposals shall be returned after completing the selection process. The Procuring Agency shall simultaneously notify in writing bidders that have secured the minimum qualifying marks, the date, time and location for opening the financial proposals. Bidders’ attendance at the opening of financial proposals is optional.

iii) Proposals shall be opened publicly in the presence of the bidders or their representatives who choose to attend. The name of the bidders and the score of the bidder shall be read aloud.

27. Contacting the Procuring Agency: 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. If the bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing. Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the bidder’s bid. Canvassing by any bidder at any stage of the Tender evaluation is strictly prohibited. Any infringement shall lead to disqualification in addition to any other penalty Procuring Agency may in its discretion impose.
28. **Qualification & disqualification of bidders:** The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by firm was false and materially inaccurate or incomplete.

29. **Rejection of Bids:**
   (1) The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
   (2) The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.
   (3) The procuring agency shall incur no liability, solely by virtue of its invoking sub-rule (1) towards the bidders.
   (4) The bidders shall be promptly informed about the rejection of the bids, if any.
   (5) A procuring agency may, for reasons to be recorded in writing, restart bidding process from any prior stage if it is possible without violating any principle of procurement contained in rule 4 and shall immediately communicate the decision to the bidders.

30. **Re-Bidding:** If the Procuring Agency rejected all bids, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement under Rule 42 of the Punjab Procurement Rules-2014. The Procuring Agency before invitation for re-bidding shall assess

Bidding Documents  *(M&B ITEMS)* 2018-19
the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

31. **Announcement of Evaluation Report:** The Procuring Agency shall declare the results of bid evaluation prior to the award of procurement contract.

**AWARD OF CONTRACT**

32. **Acceptance of Bid and Award criteria**
The bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Provincial Government, shall be awarded the Contract, within the original or extended period of bid validity.

33. **Procuring Agency’s right to vary quantities at time of award**
The Procuring Agency reserves the right at the time of Contract’s 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.

34. **Limitations on negotiations**
Negotiations may not relate to the price or substance of tenders or proposals specified by the bidder in his tender, but only to minor technical, Contractual or logistical details.

   I. As guidance only, negotiations may normally relate to the following areas:

   - Minor alterations to technical details, such as the terms of reference, the scope of work, the specification or drawings;
   - Minor amendments to the Special Conditions of Contract;
   - Finalizing the payment arrangements;
   - Mobilization arrangements;
   - Agreeing final delivery or completion schedules to accommodate any changes required by the procuring agency;
   - The proposed methodology or staffing;
   - Inputs required from the procuring agency;
   - Clarifying details that were not apparent or could not be finalized at the time of bidding;
   - The bidder’s tax liability in Pakistan, if the bidder is a foreign company.

   Negotiations shall not be used to:

   - Substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods;
   - Substantially alter the terms and conditions of Contract;
   - Reduce unit rates or reimbursable costs, provided that in case of exceptional circumstances like exorbitant rate, rates higher than prevailing market rates, negotiation may be adopted;
   - Reduce work inputs solely to meet the budget; or
   - Substantially alter anything which formed a crucial or deciding factor in the evaluation of the Tenders or proposals.

35. **Notification of Award**

   i. Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful bidder in writing by registered letter, to be confirmed in writing by registered letter, that its bid has been accepted.

   ii. The notification of award shall constitute the formation of the Contract.

36. **Signing of Contract**

   i. 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.

   ii. Both the successful bidder and the Procuring Agency shall sign with date the Contract on the legal stamp paper. Thereafter, the Procuring Agency shall issue Purchase Order. If the successful bidder, after completion of all Codal Formalities shows inability to sign the Contract then the firm shall be
blacklisted minimum for two years. In such situation, the Procuring Agency may make the award to the
next lowest evaluated bidder or call for new bids.

37. Performance Guaranty/ Security
   i. On the date of signing of Contract, the successful bidder shall furnish the Performance Guaranty /
      Security in accordance with the Conditions of Contract, in the Performance Guaranty / Security Form
      provided in the bidding documents.
   ii. Failure of the successful bidder to comply with the requirement of instructions to the bidders shall
      constitute sufficient grounds for the annulment/termination of the award and forfeiture of the bid
      Security, in which event the Procuring Agency may make the award to the next lowest evaluated bidder
      or call for new bids.

38. Corrupt or Fraudulent Practices
   (a) The Procuring Agency requires that the Procuring Agency as well as bidders/ Contractors observe the
       highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this
       policy, the Procuring Agency defines, for the purposes of this provision, the terms set forth below as
       follows:
       i. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value
           to influence the action of a public official in the procurement process or in Contract execution; and
       ii. 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 noncompetitive levels and to deprive the Procuring Agency of the benefits of
           free and open competition;
   (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;
   (c) 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; onus of proof will be on the firm.

GENERAL CONDITIONS OF CONTRACT

1) Definitions: In this Contract, the following terms shall be interpreted as indicated against each;
   i) “The Contract” means the agreement 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.
   ii) “The Contract Price” means the price payable to the Supplier under the Contract for the full
       and proper performance of its contractual obligations.
   iv) “The Services” means Printing services
   v) “The Procuring Agency” means MEDICAL SUPERINTENDENT, THQ HOSPITAL
       SHAKARGARH.
   vi) “The Supplier” means the individual or firm supplying the goods under this Contract.

2) Application: These General Conditions shall apply to the extent that they are not inconsistent /
    superseded by provisions of other parts of the Contract

3) Country of Origin: All goods and related services to be supplied under the contract shall have their origin
    in eligible source countries and all expenditures made under the contract shall be limited to such goods and
    services. For the purposes of this clause, “origin” means the place where the goods are produced through
    manufacturing or processing, or the place from which the related services are supplied.

4) Standards: The goods supplied under this Contract shall conform to the standards mentioned in
    the Technical Specifications.

5) Use of Contract Documents and Information
   i) The Supplier shall not 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.

ii) The Supplier shall not, without the Procuring Agency’s prior written consent, make use of any document or information enumerated in condition of contract except for purposes of performing the Contract.

iii) Any document, other than the Contract itself, enumerated in condition of contract shall remain the property of the Procuring Agency and shall be returned if so required by the Procuring Agency.

iv) The Supplier shall permit the Procuring Agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier.

6) **Patent Rights:** 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) **Ensuring intimation of storage arrangements:** To ensure storage arrangements for the intended supplies, the Supplier shall inform the Consignee one week in advance.

9) **Physical examination:**
   i) The Inspection committee constituted by the consignee shall carry out the physical examination after receipt of supplies for checking quality / quantity of the goods supplied.
10) **Delivery and Documents:** The Supplier in accordance with the terms specified in the Bidding Documents shall make delivery of the goods. The details of documents to be furnished by the Supplier are specified in Special Conditions of the Contract.

11) **Insurance:** The goods supplied under the Contract shall be delivered duty paid.

12) **Transportation:** The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their destination. The goods shall be delivered to THQ Hospital SHAKARGARH on the risk and cost of the Supplier. All taxes shall be borne by the Supplier. Transportation including loading / unloading of goods shall be arranged and paid for by the Supplier.

13) **Incidental Services:** The Supplier shall be required to provide the incidental services as specified in Special Conditions of the Contract and the cost of which should be included in the total bid price.

14) **Payment:** The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Special Conditions of the Contract. The currency of payment is Pak. Rupees.

15) **Prices:** 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.

16) **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the Parties.

17) **Subcontracts:** The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract.

18) **Delays in the Supplier’s Performance:** Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency. 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). The Procuring Agency 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 Procuring Agency by amendment of Contract. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

19) **Penalties/liquidated Damages:** In case of late delivery beyond the presented period, penalty as specified in Special Conditions of Contract shall be imposed upon the Supplier. The above Late Delivery (LD) is subject to General Conditions of Contract including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract. In case of supply of substandard product the destruction cost will be borne by the firm i.e. burning, Dumping, Incineration. If the firms provide substandard item and fail to provide the item as per specification laid down in the Technical Specification Form / Tender Enquiry, the procuring agency shall be entitled to make other arrangement at the risk / expense of the Contractor / Supplier Firm, the price difference shall be paid by the Firm.

20) **Termination for Default:** The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part, 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; or if the Supplier fails to perform any other obligation(s) under the Contract and 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

21) **Force Majeure:** Notwithstanding the provisions of general conditions of contract the Supplier shall not 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 embargos. 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 Health Department, 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.

22) **Termination for Insolvency** 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.

23) **Arbitration and Resolution of Disputes**: 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. 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) **Governing Language**: The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

25) **Applicable Law**: This contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

26) **Notices**
   i) 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 Special Conditions of Contract.
   ii) A notice shall be effective when delivered or on the notice’s effective date, whichever is later

**SPECIAL CONDITION OF CONTRACT**

1. **Definitions** In this Contract, the following terms shall be interpreted as indicated against each;
   a. “**The Contract**” means the agreement 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 **Supplier**: is the individual or firm supplying the goods under this contract.

2. **Country of Origin**: All goods and related services to be supplied under the contract must be from that origin / country as indicated under general conditions of the contract.

3. **Bid Security**: 2% of the estimated price in the shape of Call Deposit (CDR) / Bank Guarantee in the name of Medical Superintendent, THQ Hospital SHAKARGARH to be submitted with financial bid.

4. **Performance Guaranty/ Security**: After signing of contract, the successful bidder shall furnish the Performance Guaranty/Security equivalent to 5% of the total Contract amount in the shape of CDR in the name of Medical Superintendent THQ Hospital SHAKARGARH from any of the scheduled banks in accordance with the conditions of the tender inquiry on the prescribed format.

5. **Delivery and documents**: The Supplier shall provide the following documents at the time of delivery of goods to Consignee* end for verification and onward submission to quarter concerned, duly completed in all respect for payment.
   i) Original copies of Delivery Note / Challan (in duplicate) showing name of destination to which delivery is to be made, item’s description, batch No(s), Registration No, manufacturing and expiry date and quantity.
   ii) Original copies of the Supplier’s invoices (in duplicate) showing warranty, name of Procuring Agency /destination to which delivery is to be made, item’s description, manufacturing and expiry date, quantity, per unit cost, and total amount.
7. **Insurance** The goods supplied under the Contract shall be delivered duty paid, under which the risk is transferred to the Procuring Agency after having been delivered; hence insurance coverage is Supplier’s responsibility therefore, they may arrange appropriate coverage.

8. **Incidental Services**
   The following incidental services shall be provided and the cost of which should include in the total bid price.
   a. The bidder shall supply stationary items and printing services as per tender requirement in commercial packing along with complete literature (Leaflet) In case, the packing requirements are not fulfilled, the 30% of total cost shall be deducted from the payment of the contractor / supplier firm.
   b. If the Supplier / bidder charged the prices of incidental services separately in the financial bid and not included in the Contract price of goods, the same shall be included prior to comparison of rates with the other bidders.

9. **Payment**
   **A.** The Payment shall be in Pak Rupees.
   **B.** The payment shall be made to the Supplier on receipt of original delivery Challan(s) and invoice(s) including those of GST (if applicable) in duplicate duly completed in all respect and signed & stamped by the store officer / signed and stamped by Consignee, along with physical inspection report, carried out by the Committee, with certificate and test / analysis report to the effect that the supplies conform to specifications.

10. **Penalties/ Liquidated Damages**
    a. In case where the deliveries as per contract are not completed within the time frame specified in the schedule of requirement, the Contract to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. No supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non–delivered portion of supplies of relevant item shall be forfeited and the firm shall be blacklisted minimum for a period of two years. If the firm fails to supply the whole installments, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for a period of two years. Onus of proof of innocence shall be on the supplier.
    b. In case of late delivery of goods beyond the periods specified in the schedule of requirements, **penalty @ 2% per month, 0.067% per day** of the cost of late delivered supply shall be imposed upon the Supplier.

11. **Arbitration and Resolution of Disputes:** In case of any dispute, concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Additional Chief Secretary or his nominee shall act as sole **ARBITRATOR.** The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

12. **Governing Language:** The language of this Contract shall be in English.

13. **Applicable Law:** This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

**Notices**

<table>
<thead>
<tr>
<th>Supplier’s address for notice purpose</th>
<th>Procuring Agency’s address for notice Purposes shall be the:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Medical Superintendent</td>
</tr>
<tr>
<td></td>
<td>THQ Hospital SHAKARGARH</td>
</tr>
</tbody>
</table>

**Note:** All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules, 2014.
PERFORMANCE GUARANTY/ SECURITY FORM (CDR)

To: [MEDICAL SUPERINTENDENT, THQ HOSPITAL SHAKARGARH, NAROWAL]

Whereas M/S ___________________ (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No._______ dated _______ to supply Stationary items and printing services (hereinafter called “the Contract”). And whereas, it has been stipulated by you in the said Contract that the Supplier shall furnish you CDR, issued by a scheduled bank for the sum of 5% of the total Contract amount as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

Name of the bidder ___________________
Father, s Name__________________
Address of bidder / Firm___________________
NIC #_____________________ 
Designation._________________________
Signature ___________________
Stamp_________________

MANUFACTURER’S AUTHORIZATION FORM

To: [MEDICAL SUPERINTENDENT, THQ HOSPITAL SHAKARGARH, NAROWAL]

________________________

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 authorize [name and address of Supplier] to submit a bid, and subsequently negotiate and sign the Contract with you against No. [Reference of the Invitation to Bid] for the goods manufactured by us. We hereby extend our full guarantee and warranty asper Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids. [Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the bidder in its bid.
NOW THIS CONTRACT WITNESSES AS FOLLOWS:

Supplier for the supply of services offered to supply the required item(s); and Whereas the Procuring Agency has accepted the bid by the M/s [firm name] being the Manufacturer 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) cost per unit,

NOW THIS CONTRACT WITNESSES AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General/ Special 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. Price Schedule submitted by the bidder,
   b. Technical Specifications;
   c. General Conditions of Contract;
   d. Special Conditions of Contract; and
   e. Procuring Agency’s Award of contract;
   and
   f. Purchase Order
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity with 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 Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
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 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 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 Procuring Agency under any law, Contract or other instrument, be voidable at the option of Procuring Agency.
9. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, [The Supplier] agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by [The Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.
10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Additional Chief Secretary or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

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

12. If the firms provide substandard item and fail to provide the item as per specification laid down in the Technical Specification Form / Tender Enquiry, the procuring agency shall be entitled to make other arrangement at the risk / expense of the Contractor / Supplier Firm, the price difference shall be paid by the Firm.

13. In case of supply of substandard product the destruction cost will be borne by the firm i.e. burning, Dumping, Incineration

14. Partial supply shall not be accepted.

15. Quality/quantity of delivered Items supplied will be checked by the concerned hospital through inspection committee notified by the concerned Executive Directors.

16. The supply shall not be accepted if found substandard. The seller shall be bound to replace the substandard stores immediately.

17. Seller shall ensure timely, continuous / uninterrupted supply to the end users as per demand throughout the contract period.

18. The seller shall have to supply such quantity as ordered.

19. The seller shall provide free delivery of Items to consignee at the hospital.

20. If the rates charged by the seller are found higher than the market rates the extra money charged shall have to be refunded by the seller.

21. Payment will be made by the end users as per rules after completion of all codal formalities.

22. In case of breach of terms & conditions of contract agreement security of the seller shall be forfeited.

23. This contract agreement shall remain valid till 30th June, 2019.

24. The seller will be responsible to refund any excess amount paid due to any error in calculation or mistake in evaluating the offer.

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.

DOCTOR

______________________________
Signature of Owner of Firm-----------------------------

Name ------------------------------------------------

MEDICAL SUPERINTENDENT

THQ HOSPITAL SHAKARGARH

______________________________
Father Name-------------------------------------------

Designation-------------------------------------------

CNIC#------------------------------------------

Witnesses (Procuring Agency):

Signature_______________________

CNIC#__________________________

Name__________________________

Designation_____________________

Address_______________________

Witnesses :

Signature_______________________

CNIC#__________________________

Name__________________________

Designation_____________________

Address_______________________
BID FORM

Date: ________________
No. ________________

To: ___________ [Name and address of Procuring Agency]

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 inwords____________________________________] 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 furnish performance guarantee / security in the shape of call deposit (CDR) equivalent to 5% of the total contract amount. The CDR shall be in the Name of MEDICAL SUPERINTENDENT, THQ HOSPITAL SHAKARGARH, NAROWAL

We agree to abide by for the Bid Validity Period specified in the Bid Data Sheet 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 the Procuring Agency is not bound to accept the lowest or any bid, Procuring Agency may receive.

Name and address --------------------------- Amount -----------------------
(If none, state “none”).
Dated this ________________ day of _____________________________20__.

Signature (in the capacity of) duly authorized to sign bid for and on behalf of.

Attachment
Annex. I: Terms & Conditions

1. **The total contract period will be for one yearextendable to 03 months** on the same terms and conditions subject satisfactoryperformance of the firm, certified by End User.

2. The annual increase in price allowed will not be more than 10% by mutual agreement (If the contract is extended).

3. The bidder must comply with the advertised technical specification of the quoted items. Incomplete offer will straightway rejected.

4. Rates must be comparable with other renowned companies, local market and other hospitals of Punjab government. If rates found on higher side, hospital has right to cancel the contract.

5. Winning bidder will be responsible for on time delivery of items to the hospital.
ON STAMP PAPER OF RS 100/-

AFFIDAVIT

I/We, the undersigned solemnly state that:

We have read the contents of the Bidding Document and have fully understood it.
The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
The undersigned have not paid nor have agreed to pay, any Commissions or
Gratuities to any official or agent related to this bid or award or contract.
The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.

We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Name of the bidder ___________________
Father, s Name__________________
Address of bidder / Firm___________________
NIC #____________________
Designation._________________________
Signature ___________________
Stamp_________________

ON STAMP PAPER OF RS 20/-

AFFIDAVIT

I/We, the undersigned solemnly state that:

We have read the contents of the Bidding Document and have fully understood it.
The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
AND the android Tablets supplied by me, will be approved by FDA & WHO and in full compliance with rules and regulations of land
And prices quoted by me, was competitive to market price, in case of high prices charge by me, we will be responsible for paying it back.

We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Name of the bidder ___________________
Father, s Name__________________
Address of bidder / Firm___________________
NIC #____________________
Designation._________________________
Signature ___________________
Stamp_________________
SUPPLIER /VENDOR CERTIFICATE

I/we have read all the instructions in the bidding documents including special instructions and further abide by rules as laid down in the bidding documents

Name of the tenderer:_____________________________
Sign of tenderer:________________________________
Designation of tenderer:__________________________
Postal address:____________________________________
Telephone Number:________________________________
CNIC number:____________________________________
NTN number:______________________________________
Sign & Stamp:______________________________________

ALL RIGHTS RESERVED , THQ HOSPITAL SHAKARGARH, NAROWAL.