



Primary & Secondary
Healthcare Department

BIDDING DOCUMENT

FOR

**FRAMEWORK CONTRACT FOR THE
PROCUREMENT OF BARCODE SCANNER
AND BIOMETRIC FINGERPRINT READER**

HISDU (P&SHD)PROC/4-10/2020

(FINANCIAL YEAR 2020 - 21)

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کورونا وائرس گھبرائیں نہیں، احتیاطی تدابیر اپنائیں! ہاتھ صابن سے بار بار کم از کم 20 سیکنڈ دھوئیں۔



Primary & Secondary
Healthcare Department

INVITATION FOR BIDS
"FRAMEWORK CONTRACT FOR THE PROCUREMENT
OF BARCODE SCANNER AND BIOMETRIC FINGERPRINT
READER"

BID REFERENCE NO: HISDU(P&SHD)PROC/4-10/2020

1. Primary & Secondary Healthcare Department, Government of the Punjab, invites sealed bids from the eligible bidders for the "Framework Contract for the Procurement of Barcode Scanner and Biometric Fingerprint Reader" for the Financial Year 2020-2021.
2. The Bidding Document containing detailed specifications, quantity and TORs can be downloaded from the official websites (www.psh.healthpunjab.gov.pk) and from PPRA website (www.ppra.punjab.gov.pk). The bidding documents can be purchased immediately on payment of PKR. 1,000/- from the below mentioned address till the closing date. There is no bid security for this tender.
3. Single Stage - Two Envelopes bidding procedure shall be applied as per rule 30(2) (a) of Punjab Procurement Rules, 2004. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters.
4. Sealed bids are required to reach on or before **9th March, 2021 at 11:00 A.M** positively at HISDU, Primary & Secondary Healthcare Department, Government of the Punjab, 01-Birdwood Road, Lahore. The bids received till the stipulated date & time shall be opened at **11:30 A.M** on the same date in the presence of the bidders or their authorized representatives, who may choose to attend. Late bids will not be entertained.

NOTE: The procurement shall be conducted as per PPRA Rules, 2014.

DEPUTY DIRECTOR (IPL-1423-L)
HEALTH INFORMATION AND SERVICE DELIVERY UNIT (HISDU)
GOVERNMENT OF THE PUNJAB
PRIMARY AND SECONDARY HEALTHCARE DEPARTMENT
01-BIRD WOOD ROAD, LAHORE.
PH:042-99206180

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 **Primary & Secondary
Healthcare Department**

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PROCUREMENT OF BARCODE SCANNER
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A. INSTRUCTIONS TO BIDDERS (ITB)

General Instructions:

1. Content of Bidding Document

1.1 The goods required, bidding procedures, and Contract terms are prescribed in the Bidding Document. In addition to the Invitation for Bids, the bidding document 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) Authorization Form;
- (h) Performance Guarantee Form;
- (i) Bid Form; and
- (j) Price Schedule

1.2 In case of discrepancies between the Invitation to Bid and the Bidding Document listed in 1.1 said Bidding Document shall take precedence.

1.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a bid not substantially responsive to the bidding document 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 the Punjab.

3. Eligible Bidders

3.1 A Bidder shall be a private, public or government owned legal registered entity with the formal intent (as evidenced by a letter of intent) to enter into an agreement or under an existing agreement.

3.2 The bidder must be an active tax payer. National Tax Number (NTN) and General Sales Tax Number with documentary proof shall have to be provided by bidder(s).

3.3 A Bidder who has been barred or disqualified/ blacklisted either by any Government/ Department/ Agency/ Authority would not be eligible to submit the Bid. The Bidder will submit an affidavit to this effect.

3.4 If the Government of Pakistan prohibits commercial relations with any country, any bidder/goods of such countries/dealing with such countries are ineligible to apply.

3.5 The bidder can submit only one bid against an item. If the bidder quotes an alternative bid or submit two bids then the bidder will be considered as non-responsive.

3.6 The bidder shall provide all information required in the bidding document (evaluation criteria & specifications etc.) and documents to substantiate its claim for eligibility.

3.7 Additional eligibility requirement (if any) is defined in the Bid Data Sheet.

4. Eligible Goods and Services

4.1 Further, country of origin of goods 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.

5. Cost of Biddings

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 Document

6.1 A prospective Bidder requiring any clarification of the bidding document may notify the Procuring Agency in writing at the Procuring Agency’s address indicated in the Invitation to Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding document, which it receives not later than period (days) specified in Bid Data Sheet.

7. Amendment of Bidding Document

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 document by amendment. Such amendment/response shall be uploaded on the website of procuring agency or sent to all prospective Bidders that have received the bidding document, and shall be binding on them.

7.2 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 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 and technical capabilities, past performance in similar contracts. 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.

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, fabricated and materially inaccurate or incomplete.

8.6 Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices shall be debarred & blacklisted as provided in Punjab Procurement Rules, 2014.

9. Corrupt or Fraudulent Practices

9.1 The Procuring Agency requires that all Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of PPR 2014 and its subsequent amendments, if any, the Procuring Agency:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) **coercive practice** by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - (ii) **Collusive practice** by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
 - (iii) **Corrupt practice** by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - (iv) **fraudulent practice** by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (v) **obstructive practice** by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights.
- b. shall reject a proposal for Award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract.

Preparation of Bids

10. Language of Bid

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

11. Documents Comprising the Bid

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

- (a) A Bid Form and Price Schedule completed in accordance with ITB Clauses 12 and 13 (to be submitted along with financial proposal);
- (b) Documentary evidence established in accordance with ITB Clause 15 that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- (c) Documentary evidence established in accordance with ITB Clause 16 that the goods to be supplied by the Bidder are eligible goods and conform to the bidding document.

12. Bid Form and Price Schedule

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

13. Bid Prices

13.1 The Bidder shall indicate on the Price Schedule the Unit Prices and Total Package Price of the goods, it proposes to supply under the Contract.

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

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

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

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

14. Bid Currencies

14.1 The bidder shall quote the price in PKR.

15. Documents Establishing Bidder's Eligibility and Qualification.

15.1 The Bidder shall furnish, as part of its technical bid, documents (as specified in ITB Clause 3 above) establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

15.2 The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation shall be as specified in the evaluation criteria, technical specifications etc.

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

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 document

of all goods (as specified in the evaluation criteria, technical specifications etc.), which the Bidder proposes to supply under the Contract.

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

16.3 The bidder is required to arrange sample (s) of quoted equipment for evaluation on direction of the department; the bidder shall provide the sample or give demonstration as per requirement for evaluation/ satisfaction of the Committee.

17. Bid Security

17.1 The value, validity & shape of Bid Security to be submitted by a bidder along with its bid is indicated in the Bid Data Sheet.

18. Bid Validity

18.1 Bids shall remain valid for a period, after opening of a bid, as specified in the Bid Data Sheet. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. Any extension in bid validity will be dealt as per mechanism provided in rule 28 of Punjab Procurement Rules, 2014.

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 item in a single tender) or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid.

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

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

20. Sealing and Marking of Bids

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

20.2 The inner and outer envelopes shall:

- a) be addressed to the Procuring Agency at the address given in the Invitation to Bids; and
- b) bear the Procuring Agency name and number indicated in the Invitation to 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 To Bid.

20.3 The inner envelopes shall also indicate the name and address of the 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, time and date specified in the Invitation to Bids.

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 18.1. Withdrawal of a bid during this interval will make the bidder eligible to be debarred for further procurements for a period as deemed necessary by the Procuring Agency.

The Bidding Procedure

24.1 The procedure for selection of Contractor shall be used for the procurement is specified in the Bid Data Sheet. The detail description of the procedure is described in Rule 38 of Punjab Procurement Rules, 2014.

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 to 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 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 read aloud the unit price as well as the bid amount and shall record the minutes of the 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 as provided in Rule 33 of PPR 2014. 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 securities 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 document. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding document 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 evaluation criteria, technical & managerial capabilities and previous performances of quoted product/ model.

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 document.

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

29. Evaluation Criteria

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

29.2 Technical Evaluation Criteria

TECHNICAL EVALUATION CRITERIA
(KNOCK DOWN CRITERIA)

- i. Manufacturer or their Authorized Distributor/ Dealer/ Partner with minimum experience of three years of similar business shall be eligible bidder. The bidder must provide valid authorization certificate.
- ii. Receipt of purchase of Bidding Document.
- iii. National Tax Number (NTN) and General Sales Tax Number with documentary proof shall have to be provided by the bidder(s).
- iv. The bid must comply with the advertised technical specifications of the quoted item. Incomplete offer will straightaway be rejected.
- v. The firm must have at least three-year local market business history for the quoted product. The bidder shall have to provide documentary evidence of supply of quoted product for at least the same quantity as advertised in this Bidding Document, in the last three years.
- vi. The firm shall declare the make, model & country of origin of the quoted product along with the detail of standard accessories.
- vii. The quoted model of the 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.
- viii. The offer will be considered as responsive if it fully meets the tender requirement and specifications. The offer which will not be as per requirement of tender and specifications is to be declared as non-responsive. The offer which contains the minor deviations from the specifications and the deviations would not have any kind of effect on the quality, efficiency, reliability and durability of products will be declared as substantially responsive, this need to be determined by the Technical Evaluation Committee. The offers which are declared as Responsive and Substantially Responsive will be considered as equivalent for the onward proceedings of tender.
- ix. The Procuring Agency may call the samples from the bidder for their evaluation/satisfaction if the bidder fails to provide samples on demand, the offer will be rejected straightaway. Sample will be evaluated by the Technical Evaluation Committee by analyzing its production quality, design, reliability, compatibility with the existing system, conformance to the specification & quality standards and safe for the usage etc.

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

29.2.2 Profile of the Bidder

The Bidders are required to submit its profile.

Sr.#	Particulars	
1.	Registered Office	
	Address	
	Office Telephone Number	
	Fax Number & E-mail	

2.	Authorized Person	
	Name	
	Personal Telephone Number	
	Email Address	

29.3 Financial proposals would be evaluated as follows:

- i) After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals. All bidders in attendance at the time of opening of financial proposals shall sign an attendance sheet.
- ii) Financial proposals shall be opened publicly in the presence of the bidders’ representatives who choose to attend. The name of the bidders shall be read aloud. The financial proposal of the technically responsive bidders shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened, and the unit price as well as the bid amount read aloud and recorded. Financial proposals of technically non-responsive Bidders shall be returned unopened as per procedure prescribed in PPR, 2014).
- iii) Incomplete bid shall stand rejected. All items described in the technical proposal must be priced in financial proposal. Items described in the technical proposal but not priced, shall be assumed to be included in the price of other items.
- iv) Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency. When correcting computation error in case of discrepancy between a partial amount and the total amount or between the words and figures, the formers will prevail.
- v) The bidders will quote the Price Schedules. The total price of the system will be calculated by converting the price to single currency (PKR) on the exchange rate of date of opening of Financial Proposal; in case of import of item.
- vi) DDP prices are required and lowest bidder will be determined on the basis as indicated in the Bid Data Sheet.

30. Contacting the Procuring Agency

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

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

31. Rejection of Bids

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

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

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

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

31.5 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 of PPR, 2014 and shall immediately communicate the decision to the bidders.

32. Re-Bidding

32.1 If the Procuring Agency rejects all bids in pursuant to ITB Clause 30, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.

32.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

33. Announcement of Evaluation Report

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

Award of Contract

34. Acceptance of Bid and Award criteria

34.1 The Bidder with technically evaluated lowest financial bid, if not in conflict with any other law, rules & regulations, policy of the Government shall be awarded the Contract, within the original or extended period of bid validity for complete package/ Tender.

34.2 The Bidder having lesser Bid Security will be rejected as non-responsive and Acceptance of Bid be awarded to next bidder; being the responsive lowest bidder.

35. Quantity of an Item

35.1 The Procuring Agency reserves the right at the time of Contract award to increase the quantity of goods (15% as repeat order) originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms & conditions.

36 Limitations on Negotiations

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

37. Notification of Award

37.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing that its bid has been accepted.

37.2 The notification of Award shall constitute the formation of the Contract.

38. Signing of Contract

38.1 The Procuring Agency will issue the Notification of Award/Advance Acceptance of Tender (AAT). The firm will submit the required Performance Guarantee within 15 (Fifteen) to 20 (Twenty) Days after issuance of AAT. After receipt of Performance Guarantee (having

validity equivalent to total warranty period of equipment) and Stamp Duty, the Procuring Agency and successful bidder shall sign and date the formal Framework Contract. Further, mechanism is provided in Bid Data Sheet regarding type & execution of the Contract.

38.2 If the successful Bidder shows inability to sign the Contract or fail to deposit Performance Guarantee & Stamp Duty etc., then their Bid Security/ Contract Security to the extent of proportionate percentage shall be forfeited and the firm shall be blacklisted minimum for three years for future participation. In such situation, the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

38.3 The contract is to be made on stamp paper worth of Rs. @ 25 paise per every one hundred rupees of the total value of the contract, under prevailing clauses of Stamp Act 1899.

38.4 The enforcement of the Contract shall be governed by Rule 63 of Punjab Procurement Rules-2014.

39. Performance Guarantee

39.1 On the date of signing of the Contract, the successful Bidder shall furnish the Performance Guarantee/ Security in accordance with the Special Conditions of Contract, in the Performance Guarantee Form. The shape & value of Performance Guarantee to be submitted is indicated in the Bid Data Sheet.

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

40. Schedule of Requirement

40.1 The supplies shall be delivered as per Schedule of Requirement indicated in the Bid Data Sheet.

40.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty shall be imposed shall be imposed upon the Supplier as indicated in Bid Data Sheet.

40.3 The delivery period will be started from the date of issuance of Purchase order/ Signing of the Contract.

41. Redressal of grievances by the Procuring Agency

41.1 The Procuring Agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

41.2 Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than **Ten Days** after the announcement of the bid evaluation report.

41.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

41.4 Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

42. Technical Specifications

TECHNICAL SPECIFICATIONS

T.E. No.	Item Name and Description	Technical Specifications	QTY
1	USB Fingerprint Reader	<p>DigitalPersona or Equivalent Pixel resolution: 500dpi (native) 1000dpi (interpolated) or better Scan capture area: 12.8 mm x 16.5 mm or better Scan Data: 8-bit grayscale (256 levels of gray) or higher Reader size (approximate): 72 mm x 39 mm x 21.7 mm Interface: USB 2.0 Full-speed High Power Device Particulate and water sealing: IP64 rated Supply Voltage: 5.0V ±5% supplied by USB Certification: FIPS 201 PIV certified Features: Latent Finger Rejection, Counterfeit Finger Rejection, High-Durability Glass Top Surface Country of Origin: USA/ Europe/ Japan Warranty: 1-year comprehensive on-site replacement warranty with parts & labour from the date of delivery/installation & Technical Support by bidder in all aspects</p>	1000
2	Handheld Barcode Scanner	<p>Decoding Capability EAN/JAN Composites; GS1 DataBar composites; GS1 DataBar Expanded Stacked; GS1 DataBar Stacked; GS1 DataBar Stacked Omnidirectional, all standard 1D codes Input voltage: 5 VDC +/- 0.5V Ambient Light: 120,000 lux Drop resistance: 1.5 m / 5.0 ft onto concrete surface, ESD Protection (Air Discharge): 16 kV Particulate and water sealing: IP42 rated Interface: USB Light Source: Red LED 610-650 nm, Print Contrast Ratio (minimum) 25% Read rate (maximum): 400 reads/sec or better. Reading Angle: pitch: +/- 65°; roll (tilt): +/- 45°; skew (yaw): +/- 70° Resolution (maximum): 0.102 mm / 4 mils (1D codes), Environmental: RoHS Country of Origin: USA/ Europe/ Japan Warranty: 1-year comprehensive on-site replacement warranty with parts & labour from the date of delivery/installation & Technical Support by bidder in all aspects</p>	1000

BID DATA SHEET

ITB CLAUSE	DESCRIPTION
3	Basic Eligibility requirements are as indicated in clause 3 of ITB.
6	Procuring Agency shall respond to requests for clarification which it received on or before 01-03-2021 in the Office of HISDU, Primary & Secondary Healthcare Department, 01-Birdwood Road, Lahore
7	Any amendment in response to clarifications seek by bidder or as a Department its own initiative will be uploaded on the website www.pshealthpunjab.gov.pk on 03-03-2021 .
10	Language of Bid & correspondence shall be in English.
13.6	The bidder shall have to quote the prices as per DDP mode along with all accessories as specified in the technical specifications, otherwise offer of the firm will straight away be rejected.
14	The price shall be quoted in PKR.
17	Bid Security is NIL.
18	120 Days from the date of opening of bids.
19.1	Joint Venture/Consortium is not permissible.
24	Single Stage-Two Envelope Bidding Procedure (38) (2) (a) shall be used for selection of Contractors.
N/A	<p>Address for communication: For clarification purposes, the Purchaser's address is: 01-Birdwood Road Lahore. Phone #: 042-99206180</p> <p>Primary Contact Name: Mr. Sohail Sadiq Designation: Manager NOC Contact No: 042-99205896 Cell # 0321-4774492 Email: sohail.sadiq@punjab.gov.pk</p> <p>Secondary Contact-1 Name: Mr. Muhammad Usman Designation: Tender Coordination Officer (Services) Contact No: 042-99206180 Cell No: 0333-9771079 Email: proc.hisdu@gmail.com</p> <p>Secondary Contact-2 Name: Mr. Saad Ullah Khan Designation: Support Coordinator Contact No: 042-99206180 Cell No: 0300-8920097 Email: sc.saad@pshealthpunjab.gov.pk</p>
29.2 (ix)	The Bidder shall have to present the sample of quoted product within 07 Days (if required).

29.3 (vi)	Lowest bidder will be determined on the basis of DDP price (price of the main unit along with standard accessories plus one-year comprehensive on-site replacement warranty with labour from the date of delivery/installation & Technical Support by successful bidder.
38.1	After receipt of Performance Guarantee (having validity equivalent to total warranty period of equipment) and Stamp Duty, the Procuring Agency and successful bidder shall sign and date the formal Framework Contract. HISDU may itself issue Purchase Orders or circulate the same to Punjab AIDS Control Program, Hepatitis & Infection Control Program Punjab and Provincial TB Control Program Punjab for issuance of respective Purchase Orders strictly in accordance with Framework Contract after fulfillment of all prescribed legal & codal formalities.
39.1	Performance Guarantee will be 10% of the Contract Value in the shape of Bank Guarantee from any scheduled bank.
40.1	Delivery Period is 45 days .
40.2	In case of late delivery of goods beyond the period specified in the Schedule of Requirements, penalty @ 0.1% per day of the cost not exceeding 10% of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier.
40.3	Delivery Period will start from the date of issuance of Purchase Order by the Procuring Agency (ies).

DRAFT CONTRACT/ AGREEMENT

CONTRACT FORM

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

THIS FRAMEWORK CONTRACT is made at _____ on _____ day of _____ 2020, between the (hereinafter referred to as the “Procuring Agency”) of the First Part; and M/s (*firm name*) a firm having its registered office at (*address of the firm*) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

Sign/ Seal by the Supplying firm

Sign/ Seal by Procuring Agency

Witness

1.

1.

2.

2.

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

B. GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c. "The Goods" means equipment and machinery and other items which the Supplier is required to supply to the Procuring Agency under the Contract.
- d. "The Services" means those services ancillaries to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Procuring Agency, Insurance, transportation of goods up to the desired destinations, commissioning, training and other such obligations of the supplier covered under the Contract.
- e. "GCC" mean the General Conditions of Contract contained in this section.
- f. "SCC" means the Special Conditions of Contract.
- g. "The Procuring Agency" means Health Information & Service Delivery Unit (HISDU), Primary & Secondary Healthcare Department (P&SHD), Punjab AIDS Control Program, Hepatitis & Infection Control Program Punjab and Provincial TB Control Program Punjab under the Administrative Control of P&SHD.
- h. "The Supplier" means the individual or firms or joint venture supplying the goods under this Contract.
- i. "Day" means calendar day.

2. Application

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

3. Country of Origin

3.1 Country of origin of goods could be from any geographical region of the world as per laws of Pakistan, unless otherwise any country of manufacturer mentioned in the specifications.

4. Standards

4.1 The items should comply with the relevant international product quality standards or as per standards mentioned in the specifications.

Use of Contract Documents and Information

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

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

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

6. Patent Rights

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

7. Submission of Samples

7.1 The samples shall be submitted as per mentioned in the ITB/ Evaluation Criteria/ Specifications.

8. Ensuring Storage/ Installation Arrangements

8.1 To ensure storage and installation arrangements for the intended supplies, the Supplier shall inform end user for pre-requisites well in time for proper installation. The cost of any minor changes in the site of installation will be borne by the supplier. In case the Supplier abides by the given time frame he shall not be penalized for delay.

8.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty shall be imposed upon the Supplier as specified in detail in Bid Data Sheet.

9. Inspections and Tests

9.1 The Procuring Agency or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.

9.2. The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the goods have been installed at Procuring Agency's destinations.

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

10. Physical Examination/ Inspection of Goods

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

10.2 The Inspection Team will be designated by the Procuring Agency which will inspect (where specified) goods as per contracted specifications and installation protocols recommended by the manufacturers.

11. Delivery and Documents

11.1 The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the goods which is maximum ___ days (DDP) from the date of issuance of this contract. The details of original documents to be furnished by the Supplier is indicated in Technical Specifications.

12. Insurance

12.1 The goods supplied under the Contract shall be delivered duty paid (DDP).

13. Transportation

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

13.2 Transportation including loading/ unloading of goods shall be arranged and paid for by the Supplier, and related cost shall be inclusive in the Contract price. The addresses of destinations/ offices shall be provided at the time signing of Contract.

14. Incidental Services

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

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

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

14.4 The Procuring Agency will provide all necessary documents for facilitation and Custom Clearance but no amount be given in any case except the Contracted amount. The Octroi, Clearing Charges, transportation etc. will be borne by the Contracting firm.

15. Warranty

15.1 The firm shall maintain the goods for total comprehensive warranty period for complete system including parts & labour.

15.2 The comprehensive warranty shall be monitored by HEALTH INFORMATION & SERVICE DELIVERY UNIT (HISDU).

16. Payment

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

16.2 The payment will be made 100% after presentation of the delivery/ Installation /Satisfactory Inspection Report of the Contract and all other works described in Contract.

17. Prices

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

18. Contract Amendments

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

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

19. Assignment

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

20. Subcontracts

20.1 The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract.

21. Delays in the Supplier's Performance

21.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by amendment of Contract.

21.3 Except as provided under GCC Clause 8.2, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Penalties/ Liquidated Damages

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

22.2 If the firm provide substandard item and fail to provide the item, the payment of risk purchase (which will be purchased by the procuring agency/indenter) the price difference shall be paid by the Firm.

23. Termination for Default

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

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

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after

bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

23.2 Mechanism of blacklisting provided in rule 21 of Punjab Procurement Rules, 2014.

24. Force Majeure

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

25. Termination for Insolvency

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

26. Arbitration and Resolution of Disputes

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

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

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

27. Governing Language

27.1 The Contract shall be written in English language. Subject to GCC Clause 28, the version of the Contract written in the specified language shall govern its interpretation. All

correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

28. Applicable Law

28.1 This Contract shall be governed by the Laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.

29. Notices

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

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

C. SPECIAL CONDITIONS OF CONTRACT (SCC)

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

1. General:

1.1 Country of origin of goods could be from any geographical region of the world as per laws of Pakistan, unless otherwise any country of manufacturer mentioned in the specifications.

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

1.3 The Bank Guarantee will be discharged after successful installation, commissioning, servicing and completion of warranty period. A clearance letter/NOC will be issued by the head of concerned institution in this regard.

1.4 The Supplier shall be deemed to have obtained all the information regarding facilities and charges, in respect of port clearance, loading and unloading, storage, transportation, congestion, Octroi, licensing fee and confirmed the requirements thereof at his own responsibility and all such costs and charges are deemed to be included in the rates and prices mentioned in the Priced BOQ and the Procuring Agency will not pay any amount over this contracted amount.

1.5 Certificate from the manufacturer of foreign/ Local Principal 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 agent/ distributor.

2. Insurance of Local Goods

2.1 Insurance of Goods and other materials from factory to Site shall include all insurance costs covering the responsibility of all losses or damages, while loading, unloading, storing, trimming on the carrier and transporting to site up to the installation, testing & commissioning.

2.2 Checking and verifying of consignments, issuance of receiving reports and damage reports (when applicable) shall be the Contractor's responsibility.

3. Payment

3.1 The payment will be made 100% after presentation of the delivery/ Installation /Satisfactory Inspection Report of the goods and all other works described in Contract.

4. Execution of Warranty

4.1 A Log Book for the equipment shall be maintained by the Supplier Service Expert in consultation with the end user department. This will include the name of the equipment, down time, preventive maintenance schedule, replacement of parts, down time etc.

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

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

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

4.5 If the uptime percentage for the measurement period (12-months) shall fall short of 95% the following formula will be applied to determine additional days in the warranty / service contract period.

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

5. Packing & Marking

5.1 Packing: Usual export packing to ensure safe journey up to the site of consignee.
 Marking: Each packing should be clearly marked in suitable size in bold letters as per requirement.

6. Place of delivery:

6.1 The place of delivery will be HISDU at 01-Birdwood Road, Lahore, Punjab AIDS Control Program at 06-Birdwood Road, Lahore, Hepatitis & Infection Control Program Punjab and Provincial TB Control Program Punjab at Directorate General Health Services, Punjab, 24-Cooper Road, Lahore.

7. Correspondence addresses

Procuring Agency

Contracting Firm

M/S-----

PERFORMANCE GUARANTEE FORM

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

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

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of _____ as defined in Bid Data Sheet of the total Contract amount as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

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

This guarantee is valid until the _____ day of _____, 20__

Signature and Seal of the Guarantors/ Bank

Address

Date

Note:

1. It should be valid for a period equal to the total warranty period.
2. The Contract will be signed/issued after submission of this Performance Guarantee

Annexure-A

BID FORM

Date:
Tender No:
Name of the Item:

To: *[Name and address of Procuring Agency]*

Respected Sir

Having examined the bidding document including Addenda Nos. [insert numbers & Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding document for the sum of *[Total Bid Amount]*, *[Bid Amount in words]* and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, we have no reservation to these Bidding Document, 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 undertake to provide a performance guarantee in the form, in the amounts, and within the times specified in the bidding document.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per the bidding document.

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

Dated this day of , 2020

Signature
(in the capacity of)

Duly authorized to sign bid for and on behalf of

Attachment

Annexure-B

PRICE SCHEDULE
(DDP Basis)

Name of Bidder _____

Tender No. and the name of the item -----

T. E. No.	Name of Item (As listed in invitation of bid)	Make	Model	Country of Origin	Country of Manufacturer	Supplier	Qty	Unit Price (Pak Rs)	Total Price for each item (Pak Rs)
Total Price (DDP) Main equipment with standard accessories plus one-year comprehensive on-site replacement warranty as indicated in technical specification.									

Sign and Stamp of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.
The prices shall be inclusive of all type of taxes, duties, transportation charges etc. and Government will not pay any additional amount.

Annexure-C

SUPPLIER DECLARATION
(on the Letter Head of the Bidder)

To

Dated: _____

**The Secretary
Government of the Punjab
Primary & Secondary Healthcare Department**

I declare that:

- I am authorized to represent the Firm _____ as the "Firm" for the purpose of supply of equipment as per following detail;

SR. NO.	NAME OF THE EQUIPMENT	NAME OF MANUFACTURER/ COUNTRY	DATE OF AUTHORIZATION	VALIDITY DATE OF AUTHORIZATION

- All information provided in this Bid is current and correct and the firm has no reservations with this Bidding Document.
- This Bid contains all the information as is prescribed in the Bidding Document.
- The Firm will abide by all the rules and regulations, formulated by the Government of Punjab, Primary & Secondary Healthcare Department.
- The firm will notify you of all changes and variations to the Product / its manufacturing status.
- The firm has not been declared ineligible/blacklisted by any Government/ Semi Government Department or Private Organization in Pakistan.
- If the Firm does not abide by the above stated Declaration then the Government of Punjab has every right to Blacklist our Firm.

Name of the Firm: _____

Name & capacity of the Authorized Contact Person: _____

Signature of the Authorized Contact Person: _____

Date: _____ Stamp of the Firm: _____

Note: Any false / fabricated information will lead toward disqualification of bidder and legal action against the firm as per Punjab Procurement Rules, 2014.