HEALTH & POPULATION DEPARTMENT

BIDDING DOCUMENTS

FOR

PROCUREMENT OF PORTABLE ULTRASOUND MACHINES/ PROBES AND OTHER EQUIPMENT FOR PROGRAMS/ PROJECTS UNDER ADMINISTRATIVE CONTROL OF H&PD ON FRAMEWORK CONTRACT BASIS

(IPL-12268)

(FY 2026-27)

Director CDC, Punjab
24-cooper road, Lahore

GOVERNMENT OF THE PUNJAB HEALTH & POPULATION DEPARTMENT

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SECTION-I: INVITATION TO BIDS

CENTER FOR DISEASE CONTROL & PREVENTION
(CDC) PUNJAB
24-COOPER ROAD LAHORE

Health & Population Department

INVITATION OF E-BIDS

Health & Population Department Punjab invites E-bids from the eligible bidders for the procurement of different items for different Programs/ Units/ Health Facilities etc. through open competitive bidding on Framework Contract Basis for the financial year 2026-2027 for Programs/ Units/ Health Facilities etc. under Administrative Control of Health & Population Department.

Name of Procurement	Date and Time for Submission		
Procurement of Rapid Acting Insulin Analogues & Long Acting Insulin Analogues for Health Facilities, under Administrative control of H&PD on framework contract basis for the FY 2026-27.	Last date and time of submission of tender	07/12/2026	11:00 A.M.
	Date and time of opening of tender	07/12/2026	11:30 A.M.
Procurement of Portable Ultrasound Machines / Probes and Other Equipment for program / projects under Administrative control of H&PD on framework contract basis for the FY 2026-27.	Last date and time of submission of tender	08/12/2026	11:00 A.M.
	Date and time of opening of tender	08/12/2026	11:30 A.M.
Procurement of Medicines, Medical Devices etc for Programs/ Units/ Health Facilities of Punjab under Administrative control of H&PD on framework contract basis for the FY 2026-27.	Last date and time of submission of tender	18/12/2026	11:00 A.M.
	Date and time of opening of tender	18/12/2026	11:30 A.M.
Procurement of Stationary Items, Computer Stationary Items & General Store Items for the financial year 2026-27.	Last date and time of submission of tender	18/12/2026	11:00 A.M.
	Date and time of opening of tender	18/12/2026	11:30 A.M.

Interested eligible bidders may get the Bidding Documents and detailed specifications available on the websites of Punjab Procurement Regulatory Authority **(www.ppra.punjab.gov.pk)** & Director Center For Disease Control & Prevention (CDC) Punjab **(www.dghs.punjab.gov.pk)** and **(pshealthpunjab.gov.pk)** and may be downloaded free of cost.

Bidding will be conducted through Single Stage – Two Envelopes bidding procedure as per Rule 38 (2) (a) of Punjab Procurement Rules 2014. (Amended)

Bid duly completed and conformity with bidding documents must be submitted online on **Punjab e-Procurement System** website **(i.e https://ep.punjab.gov.pk)**. Bid Security less than 5% of the estimated price of procurement as mentioned in bidding documents, must be submitted electronically on Punjab e-Procurement System (www.ep.punjab.gov.pk) in the manner prescribed by the Punjab e-Procurement System. No physical financial instrument like CDR/PO/Bank Guarantee will be accepted. Bids submitted through **Punjab e-Procurement System** shall only be entertained / accepted.

Note:

i. All assessments and procurement procedure i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules 2014 (Amended).
ii. Bidders are advised to ensure uploading the bid on **Punjab e-Procurement System** Portal, well before the submission deadline, and not wait for the last date and time to upload the bid. Bid submission on **Punjab e-Procurement System** shall entirely be the responsibility of the bidders. This office shall not be responsible for any issues.
iii. The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as provided under Rule -35 of Punjab Procurement Rules, 2014.
iv. The URL of the website of the PPRA is (http://eproc.punjab.gov.pk/ViewTender.aspx) and response time shall be calculated exclusively from the date of publication of the advertisement on the website of the PPRA.

IPL-12268

PROCUREMENT CELL, HEALTH & POPULATION DEPARTMENT
GOVERNMENT OF THE PUNJAB, 24-COOPER ROAD LAHORE; 042-99201145

SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)

2.1. INTRODUCTION

2.1.1 SCOPE OF BID

i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites e-Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. The successful Bidders will be expected to deliver, install/ commissioning the goods within the specified period and timeline(s) as stated in the BDS.

2.1.2 SOURCE OF FUNDS

i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.

2.1.3 ELIGIBLE BIDDERS

i) The Invitation to e-Bids is open to all prospective bidders.

ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation to e-Bids.

iii) Not Applicable

iv) Bidders shall not be under a declaration of blacklisting by the Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA).

v) Joint venture, consortium, or association is not allowed for this tender.

vi) Not Applicable.

vii) Not Applicable.

viii) Not Applicable.

ix) Not Applicable.

x) Not Applicable

xi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.

b) Have controlling shareholders in common; or
c) Receive or have received any direct or indirect subsidy from any of them; or
d) Have the same legal representative for purposes of this Bid; or
e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

xii) A Bidder may be ineligible if –

(a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
(b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
(c) Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
(d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;
(e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
(f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
(g) The firm, supplier and contractor is blacklisted/ debarred by any international organization.

(h) The bidder is not qualified in the current bidding and/or in the item/equipment demanded in the technical specifications.

xiii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

xiv) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

xv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

xvi) The bidder shall be qualified in the category item.

2.1.4. ELIGIBLE GOODS AND SERVICES

i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS)/ Technical Specification*, and all expenditures made under the contract will be limited to such goods and related services.

ii) 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. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

iii) The origin of goods and services is distinct from the nationality of the Bidder. *In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.*

2.1.5. COST OF BIDDING

i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.1.6. ONE PERSON ONE BID

i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.

iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

2.2. THE BIDDING DOCUMENTS

2.2.1. CONTENT OF BIDDING DOCUMENTS

i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:

(a) Invitation to E-Bids
(b) Instructions to Bidders (ITB)
(c) Technical Specifications
(d) Bid Data Sheet
(e) General Conditions of Contract (GCC)
(f) Special Conditions of Contract (SCC)
(g) Schedule of Requirements
(h) Bid Form
(i) Manufacturer's Authorization Form
(j) Bidder Profile Form
(k) General Information Form
(l) Affidavit
(m) Bid Security Form
(n) Technical Bid Form
(o) Contract Form
(p) Financial Bid Form / Price Schedule
(q) Performance Guarantee Form

ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.

iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA or website of E-PROCUREMENT. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2. CLARIFICATION OF BIDDING DOCUMENTS

i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency on the E-Pakistan Acquisition and Disposal System (E-PROCUREMENT). In case, e-procurement system (E-PROCUREMENT) is not working properly then the bidder may inform the Procuring Agency in writing or by e-mail. The Procuring Agency will respond on E-PROCUREMENT to any request for clarification of the Bidding documents which it receives no later than days/ date mentioned in the advertisement or prescribed in the Bid Data Sheet (BDS). Copies of the Procuring Agency's response (including an explanation of the query but

without identifying source) will also be uploaded on the website of Procuring Agency.

ii) The Procuring Agency will within time specified in the Advertisement / Bid Data Sheet (BDS), respond in writing or in electronic form to any request for clarification provided that such request is received not later than days/ date mentioned in the Advertisement or prescribed in the Bid Data Sheet (BDS) as prescribed in **ITB 2.2.2 (i), above.** However, this clause shall not apply in case of alternate methods of Procurement.

iii) Copies of the Procuring Agency's response will be uploaded on the website of procuring agency and E-PROCUREMENT including a description of the inquiry, but without identifying its source.

iv) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3.**

v) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

vi) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders by uploading same on the E-PROCUREMENT and on the website of the procuring agency. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

2.2.3. AMENDMENT OF BIDDING DOCUMENTS

i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, 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. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.

ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. PREPARATION OF BIDS

2.3.1. LANGUAGE OF BID

i) 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 the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language

2.3.2. BID FORM

i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin & manufacturer, quantity, and prices.

2.3.3. BID PRICES

i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.

ii) Prices indicated on the Price Schedule shall be package wise*.*

iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.

iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

2.3.4. BID CURRENCIES

i) Prices shall be quoted in as specified in the Bid Data Sheet.

2.3.5. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.

ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.

iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:

(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer *[Manufacturer's Authorization form No. 8.3]* or producer to supply the same in Pakistan;

(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS

i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.

ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a **Certificate of Origin** issued at the time of shipment.

iii) The documentary evidence of conformity of the goods and services to the Bidding documents may be in the form of literature, drawings, data and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) a list giving full particulars, including available sources and special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and

(c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating **responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.

v) Not Applicable

vi) Not Applicable

vii) Not Applicable

viii) Not Applicable

ix) Not Applicable

x) **Pursuant to** the requirements as indicated in ITB 2.3.6**, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.**

xi) The Bidder shall also furnish a list giving full particulars, including available sources and special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.

xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7. BID SECURITY

i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.

ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii).

iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:

(a) Bid Security of the estimated price as mentioned in technical specifications must be submitted electronically on e-Procurement System (www.ep.punjab.gov.pk) in the manner prescribed by the Punjab e-Procurement System with validity not less than bid validity period. No physical financial instrument like CDR/PO/Bank Guarantee will be accepted.

iv) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.

v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than 30

(thirty) days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

"***38(2)(a)(vii)*** *the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:*

provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency".

vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.

vii) The Bid security may be forfeited:
   a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
   b. In the case of a successful Bidder, if the Bidder:
      i. Fails to sign the contract in accordance with ITB Clause 2.6.3; **or**
      ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
      iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

2.3.8. PERIOD OF VALIDITY OF BIDS

i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.

ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. FORMAT AND SIGNING OF BID

i) The Bidder shall prepare e-bid of the scanned documents in the form of PDF file and as per requirements in tender document.

ii) The Bidder shall authorize a person / persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of e-bid. However, in case of any issue bidder shall be responsible for all consequences.

iii) All scanned pages of the e-bid, shall be signed and stamped by the authorized person before scanning.

iv) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.

v) The original e-Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the e-Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the e-Bid, shall be signed and stamped by the authorized person before scanning the e-bid.

vi) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

vii) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.4. SUBMISSION OF BIDS

2.4.1 SEALING AND MARKING OF BIDS

i) The bidder shall submit e-bids (separate technical and financial) as per requirement of the e-Procurement of system (E-PROCUREMENT).

ii) The Single Stage Two Envelope Procedure will be followed, the e-bid shall comprise two e-bids submitted simultaneously, one called the technical e-Proposal and the other Financial e-Proposal.

2.4.2 DEADLINE FOR SUBMISSION OF BIDS

i) E-Bids must be submitted on the e-Procurement System (E-PROCUREMENT) no later than the time and date specified in the Bid Data Sheet. Physical Bids received through courier services or delivered by the bidder, shall not be accepted.

ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

iii) e-bids must be submitted on the e-Procurement System (E-PROCUREMENT) no later than the date and time specified in the BDS.

2.4.3. LATE BIDS

i) E-bids cannot be submitted on the e-Procurement System, after closing time.

2.4.4. MODIFICATION AND WITHDRAWAL OF BIDS

i) The Bidder may modify or withdraw its e-bid before the deadline of submission of e-bids on E-PROCUREMENT

ii) No e-bid may be modified after the deadline for submission of Bids.

iii) No e-bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).

iv) A Bidder may amend its e-bid after it has been submitted and prior to the deadline for submission of Bids on E-PROCUREMENT.

v) Revised e-bid may be submitted after the withdrawal of the original e-bid before the deadline for submission of e-Bids.

2.5. OPENING AND EVALUATION OF BIDS

2.5.1. OPENING OF E-BIDS BY THE PROCURING AGENCY

i) The Procuring Agency will open all e-Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.

ii) E-bids shall be opened on the e-Procurement System (E-PROCUREMENT) one at a time, in Single Stage Two Envelope Procedure, the Procuring Agency will open on the e-Procurement System (E-PROCUREMENT) the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened on the e-Procurement System (E-PROCUREMENT) until the specified time of their opening.

iii) Technical e-bids shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.

iv) Bidders are advised to send in a representative with the knowledge of the content of the e-Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's e-Bid.

v) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.

vi) Minutes of the Financial Bid Opening may be recorded and uploaded by the procuring agency on its website or shared to all bidders through on the e-Procurement System (E-PROCUREMENT).

2.5.2. CONFIDENTIALITY

i) Information relating to the examination, clarification, evaluation and comparison of e-Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.

ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.

iii) Notwithstanding **ITB Clause 2.2.2** from the time of e-Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. CLARIFICATION OF BIDS

i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of e-Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its e-Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.

ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the e-Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the

evaluation of e-Bids should be sought in accordance with ITB Clause 2.5.6.

iii) The alteration or modification in the e-bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
   a) Evaluation & qualification criteria;
   b) Required scope of work or specifications;
   c) All securities requirements;
   d) Tax requirements;
   e) Terms and conditions of bidding documents.
   f) Change in the ranking of the Bidder

iv) From the time of e-bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the e-Bid it should do so in writing or in electronic forms that provide record of the content of communication.

2.5.4. PRELIMINARY EXAMINATION

i) The Procuring Agency will examine the e-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 e-bids are generally in order.

ii) Arithmetical errors will be rectified on the following basis:-
   a. 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 Supplier does not accept the correction of the errors, its e-bid may be rejected, and its Bid security may be forfeited.
   b. If there is a discrepancy between words and figures, the amount in words will prevail.

iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each e-Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive e-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 **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of an e-Bid's responsiveness is to be based on the contents of the e-Bid itself without recourse to extrinsic evidence.

iv) If an e-Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made

responsive by the Bidder by correction of the non-conformity.

v) Prior to the detailed evaluation of e-Bids, the Procuring Agency will determine whether each e-Bid:
   a) Meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
   b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
   c) Has been properly signed;
   d) Is accompanied by the required securities; and
   e) Is responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a e-Bid's responsiveness will be based on the contents of the Bid itself.

2.5.5. EXAMINATION OF TERMS AND CONDITIONS; TECHNICAL EVALUATION

i) The Procuring Agency shall examine the e-Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

ii) The Procuring Agency shall evaluate the technical aspects of the e-Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS,** have been met without material deviation or reservation.

iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the e-Bid is not responsive in accordance**,** it shall reject the Bid.

2.5.6. CORRECTION OF ERRORS

i) E-Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
   a) If there is a discrepancy between unit prices 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, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
   b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
   c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

ii) The amount stated in the e-Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its e-Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8.**

2.5.7. **CONVERSION TO SINGLE CURRENCY**

i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all e-Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of e-bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of e-bids financial proposals specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

2.5.8. POST-QUALIFICATION & EVALUATION OF BIDS

i) The Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.

ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.

iii) The Procuring Agency will **technically evaluate** and compare the e-Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.

iv) The **financial evaluation** of an e-Bid will be on the basis of form of Price Schedules / Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or package wise evaluation inclusive of prevailing taxes, duties, fees etc.

2.5.9. CONTACTING THE

i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its e-Bid, from the time of the e-Bid opening to the time the evaluation

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report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.

ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's e-Bid.

2.5.10. GRIEVANCE REDRESSAL

i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.

ii) Any Bidder feeling aggrieved can file its complaint on the e-Procurement System (E-PROCUREMENT), against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.

iii) Any party can file its complaint on the e-Procurement System (E-PROCUREMENT), against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline. In case, e-procurement system (E-PROCUREMENT) is not working properly then the bidder may inform the Procuring Agency in writing or by e-mail.

iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his e-bid may lodge a complaint on the e-Procurement System (E-PROCUREMENT), in case, e-procurement system (E-PROCUREMENT) is not working properly then the bidder may inform the Procuring Agency in writing or by e-mail, concerning his grievances not later than ten (10) days after the announcement of the Final evaluation reports. In single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within five (05) days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining /

receiving grievance petitions from the prospective bidders (if any).

v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage two envelop bidding procedure is adopted.

vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. AWARD OF CONTRACT

2.6.1. NOTIFICATION OF AWARD

i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or through e-Procurement System (E-PROCUREMENT) that it's e-bid has been accepted.

ii) The notification of award will constitute the formation of the Contract.

iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

2.6.2. PERFORMANCE GUARANTEE

i) Within ten (10) days of the receipt of Notification of Award/ Advance Acceptance of Tender (AAT) from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.

ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new e-Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3. SIGNING OF CONTRACT/ ISSUANCE OF PURCHASE ORDER

i) At the same time as the Procuring Agency notifies the successful Bidder that its e-Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all

		agreements between the parties or will issue the purchase order *[as the case may be]*.
	ii)	Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within ten (10) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
	iii)	Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.
2.6.4. AWARD CRITERIA	i)	Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose e-Bid has been determined to be responsive and has been determined to be the lowest evaluated e-Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.
2.6.5. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD	i)	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).
2.6.6. PROCURING AGENCY'S RIGHT TO ACCEPT OR REJECT ALL BIDS	i)	As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all e-Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any e-Bid or proposal, without thereby incurring any liability towards the Bidders.
	ii)	The Bidders shall be promptly informed about the rejection of the e-Bids, if any
	iii)	The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all e-Bids or proposals, but shall not be required to justify those grounds.
2.6.7. RE-BIDDING	i)	If the Procuring Agency rejects all the e-Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.
2.6.8. CORRUPT OR FRAUDULENT PRACTICES	i)	The Procuring Agency Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. "Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

"(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices 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 and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

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. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

iv. 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 process."

ii) Blacklisting & Debarment:

Blacklisted Bidders i.e. firms/companies/sole proprietor/ general order suppliers/ JVs etc. and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009:

"*17A. Blacklisting*.– *(1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.*

(2) *The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.*

(3) *Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.*

(4) *A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]*

As per rule 21 of PPR-14:

***21. Blacklisting**.–(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:*

(a) acted in a manner detrimental to the public interest or good practices;

(b) consistently failed to perform his obligation under the Contract;

(c) not performed the Contract up to the mark; or

(d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

(a) shall forward the decision to the Authority for publication on the website of the Authority; and

(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*

(a) precise allegation, against the bidder or Contractor;

(b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and

(c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.

3. *The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*

7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."*

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

2.6.9. Quantity and volume of the goods to be considered in mind
[Framework Contract Modality]

While quoting the rate in a framework contract, the Bidder must consider the following facts:
a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet.
b. The Bidder have to maintain the rates of the goods for the whole financial year.
c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

SECTION-III. TECHNICAL SPECIFICATIONS

3.1. TECHNICAL SPECIFICATIONS

The bids fail to comply with the specifications will be rejected. Optional items are mandatory to quote, however lowest shall be declared on the basis of standard price without optional. The successful bidder shall provide the following along with the supply of equipment/ instruments etc.:

i. Operational & Service Manuals of the equipment
ii. Operation training to the operating staff Clinical & paramedics
iii. Basic Service Training to Biomedical Engineers of the Department.

SR #	NAME & DETAIL OF EQUIPMENT	Bid Security (PKR) ~ 0.5% of the estimated cost
	TECHNICAL SPECIFICATIONS	
1.	**PORTABLE ULTRASOUND MACHINE/PROBE (QTY:4,000)** • **Imaging Modalities:** Supports B-mode, M-mode and combination thereof • **Wired/ Wireless Connectivity** (2.4 Ghz) • **Supported OS:** Native software applications optimized for iOS & Android • Convex single wire/wireless ultrasound probes transducer crystal arrays.Connectable to mobile devices or tablets. • **Frequency range**: 2-4 MHz or better • **Scan Depth** : 240mm or better • **Element count:** 64 or better elements • **Battery & Power:** Rechargeable Internal Lithium-ion cell providing 45 mins or more of continuous scanning. • **Weight Range:** light weight 500g or less. • **Enclosure Protection:** Rated IPX7 or IP67 waterproof or better • Complete with standard accessories including charger and box for carrying • The firm shall provide one SDK Applications: Convex: • Abdominal: Liver, gallbladder, kidneys, spleen, aorta assessment • OB/GYN: Fetal monitoring, gestational age estimation, pelvic exams	2,000,000/-

<table>
<tr><th>SR #</th><th>NAME & DETAIL OF EQUIPMENT</th><th>Bid Security (PKR) ~ 0.5% of the estimated cost</th></tr>
<tr><td></td><td>TECHNICAL SPECIFICATIONS</td><td></td></tr>
<tr><td></td><td>• Emergency Medicine (POCUS): FAST exam for free fluid, thoracic/lung scanning
• Urology: Bladder volume measurements

Quality Certificate: FDA 510K / CE MDD/MDR (NANDO notified bodies)/ Jp MHLW
Manufacturing Standard: Must conform to the requirements of ISO 13485
Warranty: 03 years comprehensive
Mode: CFR/CPT</td><td></td></tr>
<tr><td>2.</td><td>PORTABLE MULTI-PARAMETER HEALTH CHECKUP SYSTEM (QTY: 800)
• The system should be offered as one integrated unit or as a modular kit of devices packed in one carrying case. Portable, compact multi-parameter health screening system for community primary healthcare, outreach clinics and field use. Integrated or modular configurations are both acceptable. The firm shall provide android/IOS based software at the time of supply.
• The system shall be capable of measuring and/or assessing, at minimum, blood pressure, pulse rate, oxygen saturation (SpO_2), body temperature, 12-lead ECG and Ultrasound.
• The system shall include all dedicated sensors, probes, cables, cuffs, accessories, software and other components required to perform the offered functions.
• The equipment shall have a clear colour display and a user-friendly interface. Results shall be displayed with patient identification and date/time of measurement.
• The system shall support storage and retrieval of patient records and export or transfer of data through available wired or wireless connectivity.
2. Minimum Technical Requirements
<table><tr><td>Blood Pressure</td><td>Non-invasive oscillometric measurement; systolic, diastolic and mean arterial pressure display; adult cuff to be supplied. Measurement range shall cover at least 20–270 mmHg or better, with accuracy of ±3 mmHg or better.</td></tr><tr><td>Pulse Rate</td><td>Measurement range shall cover at least 30–200 beats/minute; accuracy ±5% or better.</td></tr></table></td><td>2,000,000/-</td></tr>
</table>

SR #	NAME & DETAIL OF EQUIPMENT		Bid Security (PKR) ~ 0.5% of the estimated cost
	TECHNICAL SPECIFICATIONS		
	Oxygen Saturation (SpO_2)	Non-invasive pulse oximetry; measurement range at least 70–100%; accuracy ±2% or better within the specified validated range. Pulse rate shall also be displayed.	
	Body Temperature	Contact or non-contact measurement; range shall cover at least 34–42.5°C; accuracy ±0.3°C or better.	
	12-Lead ECG	Simultaneous acquisition of standard 12-lead ECG, with patient cable and electrodes; ECG waveform display and recording; paper or electronic report output.	
	Ultrasound	Handheld or portable unit with a convex probe (about 2–4 MHz or better) for abdominal and obstetric scanning	
	Display and User Interface	Colour display, menu-driven operation, clear presentation of measurements, patient identification and date/time; interface suitable for routine use by trained primary healthcare personnel.	
	Data Storage and Connectivity	Internal patient-result storage; USB /Wi-Fi connectivity; ability to export or transfer results in a commonly usable electronic format.	
	Power Supply	Operation on 220–240 V AC, 50 Hz, with suitable power adapter.	
	Portability and Construction	Compact and portable design, protective carrying case or equivalent transport arrangement, durable housing and accessories suitable for community and outreach settings.	
	Language	English	
	3. Accessories		
	Included Accessories	All required sensors, probes, patient cables, cuffs, power adapter, charging cable, software, connecting accessories and carrying case necessary for the quoted configuration.	
	The firm shall also provide one SDK for windows and android. Warranty: Comprehensive 03 Years warranty Mode: CFR/CPT		

Section-IV: Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section II. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<table>
<tr><th colspan="3">A. Introduction</th></tr>
<tr><th>BDS Clause Number</th><th>ITB Number</th><th>Amendments of, and Supplements to, Clauses in the Instruction to Bidders</th></tr>
<tr><td>1.</td><td>2.1.1</td><td>Name of Procuring Agency: Procurement Cell, Centre for Disease control & Prevention or any other procuring agency defined in SCC
The subject of procurement is: PROCUREMENT OF PORTABLE ULTRASOUND MACHINES/ PROBES AND OTHER EQUIPMENT FOR PROGRAMS/ PROJECTS UNDER ADMINISTRATIVE CONTROL OF H&PD ON FRAMEWORK CONTRACT BASIS
Period for delivery of goods:
<table>
<tr><th>Mode of penalty</th><th>Delivery/ Shipping Period</th></tr>
<tr><td>Without Penalty (CFR/CPT Mode)</td><td>90 Days Shipping Period

Note: Partial delivery Acceptable;</td></tr>
</table>
Commencement date for delivery of Goods:
<table>
<tr><th>Mode of Procurement</th><th>Commencement Date</th></tr>
<tr><td>CFR/CPT</td><td>From the date of issuance of Letter of Credit (LC)</td></tr>
</table>
Mode of Payment
<table>
<tr><th>Percentage of Payment</th><th>Commencement Date</th></tr>
<tr><td>100% of LC Amount</td><td>will be paid at sight upon presentation of the required documents as per Special Condition of Contract Clause 6 (Delivery and Documents): GCC Clause 10.3</td></tr>
</table>
</td></tr>
<tr><td>2.</td><td>2.1.2</td><td>Financial year for the operations of the Procuring Agency: 2026-27
Name of Project/ Grant (Development or Non-Development): Non-Development</td></tr>
</table>

		Name of financing institution: **Government of the Punjab, Health & Population Department.** Name and identification number of the Contract: **PROCUREMENT OF PORTABLE ULTRASOUND MACHINES/ PROBES AND OTHER EQUIPMENT FOR PROGRAMS/ PROJECTS UNDER ADMINISTRATIVE CONTROL OF H&PD ON FRAMEWORK CONTRACT BASIS**
3.	**2.1.3 (iv)**	**Joint Venture is not applicable for this tender**.
4.	**2.1.4**	Country of origin: 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 Ineligible country(s) is or are: 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.
5.	**2.3.6(iii)**	Demonstration of authorization by manufacturer: Where Required form 8.3 should be followed.
B. Bidding Documents		
6.	**2.2.2**	The address for clarification of Bidding Documents is "24-COOPER ROAD, LAHORE". However, clarification may primarily be sought through E-PROCUREMENT.
7.	**2.2.2**	N.A
8.	**2.3.9**	The number of e-bid to be completed and returned is one original only.
C. Bid Price, Currency, Language and Country of Origin		
9	**2.3.1**	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.
10	**2.3.4**	The price quoted shall be Foreign Currency USD/ EUR/ GBP/ CHF/ JPY etc. were indicated in the BDS/ Technical Specifications. Any other price such as incidental services etc. must be included in the main unit price. However, the quoted price for extended warranty period for 4th year shall be in PKR.
11.	**2.3.4**	Prices shall be fixed.

12.	**2.1.4 (ii)**	Country of origin: 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 Ineligible country(s) is or are: 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.
D. Preparation and Submission of Bids		
13.	**2.1.3**	As mentioned in Bid Evaluation Criteria of BDS
14.	**2.3.6 (v)** **2.3.6 (xi)**	Not Applicable Spare parts required : minimum 07 years of operation.
15.	**2.2.2**	Bid shall be submitted to: *Procurement Cell, Health & Population Department, Government of the Punjab*. Street address*: 24- Cooper Road* Building/Plot No*. Center for Disease Control & Prevention (CDC) Punjab* Floor/Room No.: *Ground Floor* City/Town: *Lahore.*
16.	**2.4.2**	The deadline for Bid submission is Day*: Tuesday* Date*:8th December, 2026* Time*: 11:00 AM*
17.	**2.5.1**	Time, date/ Month/ Year, and place for Bid opening. Day*: Tuesday* Date*: 8th December, 2026* Time*: 11:30 AM*
18.	**2.6.2**	Amount of Performance Guarantee is: 2% of the Contract/ Purchase Order Value in the shape of Bank Guarantee or CDR from any scheduled bank having validity equivalent to warranty period. The performance guarantee shall be in Pakistani Rupees and shall be submitted digitally through Punjab e-procurement system as per prescribed digital e-payment method by PPRA.
19.	**2.3.7**	Amount of Bid security less than 5% of the estimated cost (amount in PKR mentioned with technical specifications) in Bid must be submitted electronically on e-Procurement System (www.ep.punjab.gov.pk) in the manner prescribed by the Punjab e-Procurement System with validity of 180 days. No physical financial instrument like CDR/PO/Bank Guarantee will be accepted.

		The Bid Security shall be provided against each item required by the procuring agency. If a bidder participates in more than one item, the bid security mentioned against all such items shall be provided to the Procuring Agency.
20.	**2.3.8**	Bid validity period after opening of the Bid is: 180 Days
21.	**2.3.9**	The number of bidding documents to be completed and returned is one original only.
E. Opening and Evaluation of Bids		
22.	**2.5.1**	The e-Bid opening shall take place at: Street address*: 24- Cooper Road* Building/Plot No*. Center for Disease Control & Prevention (CDC) Punjab* Floor/Room No.: *Ground Floor* City/Town: *Lahore.* Country: *Pakistan* Day*: Tuesday* Date*: 8th December, 2026* Time*: 11:30 AM*
23.	**2.3.5 & 2.5.7**	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: *Pakistani Rupee (PKR)* The source of exchange rate shall be: *Selling Rate of Weighted Average Customer Exchange Rates from DOMESTIC MARKETS & MONETARY MANAGEMENT DEPARTMENT of STATE BANK OF PAKISTAN.* The date of exchange rate shall be: *The date of opening of financial e-bids.*
F. Bid Evaluation Criteria		
24.	**2.5.8**	**KNOCK DOWN CRITERIA.** **QUALIFICATION** (i) Registration with Security & Exchange Commission of Pakistan (SECP) / Registrar of Firms / Federal Board of Revenue (Sole Proprietor), with a formal intent (as evidenced by a letter of intent) to enter into an agreement or under an existing agreement. (ii) Bidder is a legal registered entity having NTN and GST and must be an active tax payer. (iii) The Bidder shall provide an undertaking on notarized judicial stamp paper of Rs.300/- to the effect that; a. Acceptance of terms and conditions / tender bidding documents

		b. The bidder is not blacklisted by procuring agency / PPRA for all procuring agency. (iv) Bid Security of the estimated price of procurement must be submitted electronically on e-Procurement System (www.ep.punjab.gov.pk) in the manner prescribed by the Punjab e-Procurement System. No physical financial instrument like CDR/PO/Bank Guarantee will be accepted. (v) Manufacturer / Sole Authorized Distributor / Agent of the manufacturer. (vi) The quoted model shall be compliant with quality standards as mentioned in the Technical Specifications. (vii) The quoted model of the imported product must be available on the current official website of the manufacturer. Otherwise the quoted model shall be considered as obsolete/redundant. (viii) The bid must comply with the advertised technical specifications. Incomplete offer will straight away be rejected. Optional items where mentioned in the technical specifications are mandatory to quote, however lowest shall be determined on the price with standard accessories and comprehensive warranty. The bidder shall attach the Brochure of the quoted model. The bidder will provide viz-a-viz specification compliance sheet. (ix) Certificate from the manufacturer that the after sales services / backup services shall be provided jointly with the local sole/ authorize agent and in case of change of local agent, they will provide the after sales services themselves or through newly appointed agent for the period mentioned from the date of commissioning (x) Manufacturer Declaration form as per form 8.3 **MANAGERIAL AND TECHNICAL CAPABILITIES (PER PACKAGE)** (xi) Bidder should have at least 02 local trained technical staff for the quoted product/specialty. (Note: The firm will submit training certificates along with appointment letter / latest salary slips of the engineers, which may be verified at the time of physical inspection of the office premises) **PAST PERFORMANCE** **PAST PERFORMANCE OF BIDDER** (xii) The firm should have experience in dealing with Biomedical/Laboratory equipment. The firm shall attach at least three Purchase Orders from any public sector institute in Pakistan to substantiate the past performance of the bidder. In case of private sector, the institute shall

		be of specialty base facility (minimum 50 bedded) registered with relevant regulatory authority in Pakistan. **FINANCIAL CAPABILITY** (xiii) Cumulative Financial Turnover of firm to the tune of PKR 100 Million for any three years i.e. 2022-23, 2023-24, 2024-25, 2025-26) duly supported by FBR Income Tax Return

G. Award of Contract

2.6.5	Percentage for quantity increase or decrease is: 15% of the Total Contract quantity.
2.6.2	The Performance Guarantee shall be: 2% of the Contract/ Purchase Order Value.
2.6.2	Amount of Performance Guarantee is: 2% of the Contract/ Purchase Order Value in the shape of Bank Guarantee or CDR from any scheduled bank having validity equivalent to warranty period.

SECTION-V: GENERAL CONDITIONS OF CONTRACT

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 all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.

(d) "The Services" means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Supplier covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Procuring Agency" means the organization purchasing the Goods & Services, as named in SCC.

(h) "The Procuring Agency's country" is the country named in SCC.

(i) "The Supplier" means the Bidder or firm supplying the Goods and Services under this Contract.

(j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "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. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2. For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from where the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

3.3. The origin of Goods and Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4. Standards

4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.

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 executing 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.

5.4. The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the donors, if so required by the donors.

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 Procuring Agency's country.

7. Performance Guarantee

7.1. Within ten (10) days of receipt of the Notification of Contract Award/ Advance Acceptance of Tender (AAT), the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
The performance guarantee shall be in Pakistani Rupees and shall be submitted digitally through Punjab e-procurement system as per prescribed digital e-payment method by PPRA.

8. Inspections and Tests

8.1. 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. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.
8.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s) (if so allowed by the Procuring Agency), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
8.3. Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.
8.4. The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
8.5. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the

remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

10. Delivery and Documents

10.1.Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2. Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the supplier to put up the bill".

10.3.For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the international Chamber of Commerce, Paris.

10.4.Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

11.1. The Goods supplied under the Contract shall be Delivered Duty Paid (DDP) or CFR/CPT as mentioned under which risk is transferred to the buyer after having been delivered, hence marine and inland insurance coverage is responsibility is Supplier's / Sellers responsibility. The Supplier shall ensure insurance in advance in full on prevailing premium rates at the time of shipment of the Goods on the behalf of the Purchaser for which the cost is inclusive in the Contract Price.

12. Transportation

12.1.The Supplier is required under the Contract to transport the Goods and to prevent their damage or deterioration during transit to a specified place of destination within the Procuring Agency's country, including insurance and storage, as shall be specified in the Contract, and related costs shall be included in the Contract Price.

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

13. Incidental Services

13.1.The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
(e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:

i the prevailing rates charged for other parties by the Supplier for similar services; and

ii original price of goods.

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

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

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

13.6 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.

14. Spare Parts

14.1. As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Procuring Agency may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and
(b) in the event of termination of production of the spare parts:

(i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

14.2 Manufacturer will guarantee the availability of spare parts and accessories for the system for ten years.

15. Warranty

15.1.The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2.This warranty shall remain valid and the firm shall maintain the equipment for total comprehensive warranty period for complete system including parts, labour and any consumable parts (require for the functionality of equipment) i.e., battery, cell etc. after the Goods have been installed at the final destination and in installation certificate has been issued by the End-User. In case of goods not requiring installation, the warranty shall start when the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for comprehensive warranty period after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. The supplier will categorically mention the disposable/consumable items of the equipment / good in advance along with the tender submission, any item declaration as consumable/ disposable after the submission of bid/quotation will not be entertained/accepted.

15.3.The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4.Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.

15.5.If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial

action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract/relevant provision of PPR-14 including Blacklisting.

15.6 The comprehensive warranty shall be monitored by Biomedical Equipment Resource Centre of P&SH Department.

15.7 **Execution of Warranty:**

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

15.7.2 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.

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

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

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

15.7.6 Manufacturer will guarantee the availability of spare parts and accessories for the system for ten years.

15.7.7 Uptime shall be defined as the time available to the user for doing scans / data acquisition and processing during working hours throughout the year except holidays (from 9.00 am to 5.00pm).

15.7.8 Manufacturer /Supplier shall check system performance during and after every 4- months. An "Optimal Percentage" will be calculated by dividing "System in Service" hours by hours available, both measured on the basis of working hours as detailed above.

15.7.9 If the uptime percentage for the measurement period (03-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.

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

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

15.7.12 Down time will start when the end user/ Staff In-charge notifies the designated service facility verbally or in writing.

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

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

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

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

15.7.17 Remote service via modem shall be preferred if provided by the manufacturer to pick-up early faults at no cost to the end user.

15.7.18 The manufacturer / supplier will be responsible for preventive maintenance of equipment as per manufacturers' Service Manuals and shall keep a check for electrical / magnetic / temperature and humidity conditions. Such a check should be made monthly and record should be maintained in the log book available with the end user.

15.7.19 The Supplier shall arrange certified training of the procuring agency nominated engineers for the service, maintenance, troubleshooting training of the supplied biomedical equipment from master trainer.

15.7 **Extended Warranty:**

15.7.1 The extended warranty shall be executed and implemented as mentioned in **Scope of Services**

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 Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory.

16.4. In case of imported goods to be procured on CFR/CPT basis; the payment will be made via establishing the LC in favor of manufacturer at sight and receiving shipping documents/ Bill of lading Insurance, Inspection certificate of the manufacturer, Country of origin, compliance of International standards of quality as per INCOTERMS of latest version. The LC shall be in foreign currency as per the choice of the Procuring Agency. The payment will be made in the following manner through a letter of credit to be opened by the Procuring Agency.

a) The Procuring Agency shall pay 100% of the L/C value to the Principal through irrevocable letter of credit in a bank in its country upon submission of all the requisite documents. (as specified in SCC / BDS)

16.5 In case of DDP; the payment will be made 100% after presentation of the delivery/ Installation/commissioning/completion/execution report of the contract and all other works described in Contract. Part payment, part delivery may be admissible in case of huge quantity of the goods.

17. Prices

17.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.

17.2 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.

17.3 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.

17.4 The Bidder should quote the prices of goods according to the technical specifications for complete package/Tender/Item. Optional items are mandatory to quote but will not be considered while determining the lowest bidder. The specifications of goods,

different from the demand of enquiry and packaged items, shall straightway be rejected.

17.5 The Bidder is required to offer competitive price. All prices must include relevant taxes and duties. If there is no mention of taxes/duties, 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.

17.6 While tendering, it will be presumed that the bidder has kept in view the present trend/ inflation, the dollar parity etc. 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.

17.7 The bidder shall have to quote the prices as per mode (DDP and CFR/CPT) specified in the technical specifications. In case both modes are mentioned in the technical specifications, the bidder shall have to quote both DDP & CFR/CPT prices, otherwise offer of the firm will straight away be rejected. For those equipment/items which do not require after sale services/calibration (specified in the technical specifications), the bidders are required to quote rate on DDP basis with one-year comprehensive warranty.

18. Change Orders

18.1.The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
(b) the method of shipment or packing;
(c) the place of delivery; and/or
(d) the Services to be provided by the Supplier.

18.2.If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

19. Contract Amendments

19.1.Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. 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.

20. Assignment

20.1.The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

21. Sub-contracts

21.1.The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2.Subcontracts must comply with the provisions of GCC Clause 20.

22. Delays in the Supplier's Performance

22.1.Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

22.2.If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, 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.

22.3.Except as provided under GCC Clause 25, 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 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.

23. Liquidated Damages

23.1.Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider

termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

24.Termination for Default

24.1.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 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 22;

(b) if the Supplier fails to perform any other obligation(s) under the Contract; or

(c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices 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 and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

vi. 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;

vii. 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;

viii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

ix. 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;

x. *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 process*

24.2.In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1.Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination 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.

25.2.For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of “Force Majeure”.

25.3.If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. 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 all reasonable alternative means for performance not prevented by the Force Majeure event. Any

difference of opinion concerning “Force Majeure” may be decided through means given herein below.

26.Termination for Insolvency

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

27.Termination for Convenience

27.1.The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2.The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

28.1.After signing the contract or issuance of purchase order, 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.

28.2.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 for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

29. Governing Language

29.1.The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, 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 the same language.

30. Applicable Law	30.1.The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.
31. Notices	31.1.Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC. 31.2.A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1.Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be.
33. Note	33.1.The Procuring Agency may terminate the contract if the Letter of Credit is not established due to any reason beyond the control of the Procuring Agency. During such circumstances, no liability shall be imposed on the Procuring Agency. The Performance Security of the contractor in such cases will be released upon mutual agreement of contract termination between the procuring agency and contractor.
34. Note to Establish Letter of Credit	34.1.The supplier (contractor) shall be responsible to provide complete documentation before establishing the Letter of Credit e.g., DRAP NOC/ free sale certificate along with allied documents, undertakings and relevant charges for pre-import approval and clearance of shipment at the time of import. Any delay due to non-availability of these documents shall be on part of the contractor.

SECTION-VI. SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: Health & Population Department (H&PD), Lahore.

GCC 1.1 (h)—The Procuring Agency's country is: Pakistan

GCC 1.1 (i)—The Supplier is:

GCC 1.1 (j)—The Project Site is: Selected Healthcare Facilities.

2. Country of Origin (GCC Clause 3)

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.

Ineligible country(s) is or are: 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. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: 2% of the contract amount in the shape of Bank Guarantee or CDR in the name of **"**Director Center for Disease Control and Prevention (in Original)**"** as mentioned in BDS

GCC 7.4—the Performance Guarantee shall be retained for to cover the Supplier's warranty obligations or defect liability period in accordance with Clause GCC 15.2

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

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.
2. For the purpose of inspections and tests of equipment. The Supplier shall furnish all reasonable facilities and assistance, to the inspectors at no charge to the Procuring Agency. The inspection team will inspect & test the equipment prior to dispatch and categorically mentioned in the LC clauses, the goods shall not be supplied unless a satisfactory inspection report has been issued in respect of those Goods by the Procuring Agency. However, if the Supplier proves delay in conducting the inspection by the Procuring Agency, the Supplier shall not be liable for penalty on account of that delay. The cost of such inspection/ lab tests shall be borne by the Manufacturer/ Supplier.
3. The Procuring Agency's reserve the right to inspect, test and, approve the installation and reject the goods after the goods have been installed at Procuring Agency's destinations.
4. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract

5. Packing (GCC Clause 9)

GCC 9.1— The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

GCC 9.2. — The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

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. Delivery and Documents

(GCC Clause 10)

(DDP terms)

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring Agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring Agency:

(i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
(ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, a delivery challan or a multimodal transport document) which the buyer may require to take the goods;
(iii) copies of the packing list identifying contents of each package;
(iv) Insurance certificate (where applicable)
(v) Manufacturer's or Supplier's warranty certificate;
(vi) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report.
(vii) Certificate of origin.
(viii) Goods Declaration filed for the purchase of imported goods; and
(ix) Tax Exemption Certificates (if any).

(CFR / CPT terms)

GCC 10.3—Upon shipment, the Manufacturer or his agent shall notify the Procuring Agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring Agency

i Draft.
ii Three original and two copies of the Commercial Invoice showing purchaser as Health & Population Department, Government of Punjab, Pakistan, the Contract

No., Goods description, quantity, unit price and total amount. Invoice must be signed in original stamped or sealed with company stamp or seal.

iii Three Copies of packing list identifying content of each package issued by the manufacturer.

iv One original and two copies of the negotiable, clean, on board through bill of lading marked “freight prepaid” and showing purchaser as Health & Population Department.

v Copy of Insurance Certificate showing purchaser as the beneficiary;

vi No third party documents are acceptable except Invoice & bill of Lading.

vii The original manufacturer’s warranty certificate covering all items supplied;

viii One original copy of Certificate of origin covering all items supplied issued by the concerned chamber of commerce/ regulatory authority.

ix Pre-Shipment inspection report furnished by the procuring agency representative performed at the manufacturing site.

x Test/ Inspection Certificate of manufacturers.

xi Compliance Report of Internal Quality Standards.

xii Product model, serial numbers.

a) Manufacturer's Guarantee Certificate to the effect that:
b) the goods supplied by them are strictly in conformity with the specifications stipulated in the contract.
c) the goods have been packed and marked suitable for transport by Sea, Rail, Road and Air in terms of the contract.
d) the stores supplied by them are brand new and absolutely free from any material or manufacturing defects.
e) Manufacturer's test certificate in respect of each consignment.

7. Insurance

(GCC Clause 11) [where applicable]

GCC 11.1— The goods supplied under the Contract shall be delivered duty paid (DDP) or Cost & Freight / Carriage Paid To (CFR/ CPT) as mentioned under which risk is transferred to the buyer after having been delivered to final destination; hence, marine and inland insurance coverage is Supplier’s responsibility. The Supplier shall ensure insurance in advance in full on prevailing premium rates at the time of shipment of the Goods on the behalf of the Purchaser for which the cost is inclusive in the Contract Price.

8. Incidental Services (GCC Clause 13)

GCC 13—Incidental services to be provided are:

13.1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:

i the prevailing rates charged for other parties by the Supplier for similar services; and

ii original price of goods.

GCC 13.3 — The Supplier shall be required to provide all the incidental service charges and the cost of such incidental services include in total Contract price.

GCC 13.4 — 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.

GCC 13.5 — The Procuring Agency will provide all the necessary documentations for facilitation but no amount to be given in any case except the Contracted amount.

GCC 13.6— 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

9. Spare Parts

(GCC Clause 14)

GCC 14.1— The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Procuring Agency may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

14.2 Manufacturer will guarantee the availability of spare parts and accessories for the system for ten years.

14.3 During the execution of this contract and extended warranty period, the supplier shall maintain adequate inventory of spare parts, ensure that there is no delay in the delivery of services due to the shortage of any spare parts.

10. Warranty

(GCC Clause 15)

GCC 15.1— The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

GCC 15.2— In partial modification of the provisions, the warranty period shall be as per period mentioned in the technical specification from date of acceptance/ installation of the Goods or as per period mentioned in the technical specifications from the date of shipment (if applicable), whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

Or

(b) pay liquidated damages to the Procuring Agency in case of failure to meet the contractual guarantees. The rate of these liquidated damages shall be decided by the Procuring Agency.

11. Sample provision

GCC 15.2—In partial modification of the provisions, the warranty period shall be from date of acceptance/satisfactory installation of the Goods for the period specified in Technical Specifications. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) make such changes, modifications, and/or additions to the Goods or any party thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

(b) pay liquidated damages to the Procuring Agency in case of failure to meet the contractual guarantees. The rate of these liquidated damages in case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.1% per day of the cost not exceeding 10% of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier.

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is: 72 hours after the receipt of formal complaint.

12. Payment (GCC Clause 16)

GCC 16.1— The method and conditions of payment to be made to the Supplier under this Contract shall be as under.

GCC 16.2— The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

GCC 16.3— As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory.

GCC 16.4— In case of imported goods to be procured on CFR/CPT basis; the payment will be made via establishing the LC in favor of manufacturer at sight and receiving shipping documents/ Bill of lading Insurance, Inspection certificate of the manufacturer, Country of origin, compliance of International standards of quality as per INCOTERMS of latest version. The LC shall be in PKR/ foreign currency as per the choice of the Procuring Agency. The payment will be made in the following manner through a letter of credit to be opened by the Procuring Agency.

a) The Procuring Agency shall pay 100% of the L/C value to the Principal through irrevocable letter of credit in a bank in its country upon submission of all the requisite documents. (as specified in SCC / BDS)

GCC 16.5— In case of DDP; the payment will be made 100% after presentation of the delivery/ Installation/commissioning/completion/execution report of the contract and all other works described in Contract. Part payment, part delivery may be admissible in case of huge quantity of the goods.

13. Prices (GCC Clause 17)

GCC 17.1— Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.

GCC 17.2— 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.

GCC 17.3— 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.

GCC 17.4— The Bidder should quote the prices of goods according to the technical specifications for complete package/Tender. Optional items are mandatory to quote but will not be considered while determining the lowest bidder. The specifications of goods, different from the demand of enquiry and packaged items, shall straightway be rejected.

GCC 17.5— The Bidder is required to offer competitive price. All prices must include relevant taxes and duties. If there is no mention of taxes/duties, 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.

GCC 17.6— While tendering, it will be presumed that the bidder has kept in view the present trend/ inflation, the dollar parity etc. 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.

GCC 17.7— The bidder shall have to quote the prices as per mode (DDP and CFR/CPT) specified in the technical specifications. In case both modes are mentioned in the technical specifications, the bidder shall have to quote both DDP & CFR/CPT prices, otherwise offer of the firm will straight away be rejected. For those equipment/items which do not require after sale services/calibration (specified in the technical specifications), the bidder are required to quote rate on DDP basis with one-year comprehensive warranty.

14. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

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

15. Resolution of Disputes (GCC Clause 28)

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940 and settled through arbitration. Secretary Health & Population Department or his nominee shall act as arbitrator. The decisions taken and/or award made by the Arbitrator shall be final and binding on the Parties.

16. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English.

17. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan).

18. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency's address for notice purposes: Procurement Cell, Health & Population Department, Government of the Punjab 24-Cooper Road, Lahore.

—Supplier's address for notice purposes:

Section-VII. Schedule of Requirements

7.1 Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates a delivery date which is the date at which delivery is required.

Number **Description** **Quantity** **Delivery / Shipping schedule (shipment) in weeks/months from** the date of signing of Contract / Issuance of Purchase Order or Establishment of Letter of Credit

In order to determine the correct date of delivery hereafter specified, the Procuring Agency has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

Tender Enquiry Number	Description	Quantity	Delivery / Shipping schedule (shipment) in days
01	CFR/CPT Based Contracts	As required	90 Days (Shipping period) from the date of Establishment of LC Note: Partial delivery Acceptable;

The date from which the delivery schedule will start will be as follows:
Commencement date for delivery of Goods:

Mode of Procurement	Commencement Date
CFR/CPT	Shipping Period From the date of issuance of Letter of Credit (LC)

Section-VIII: Sample Forms

8.1 Bid Form

[To be signed & stamped by the Goods Provider and reproduced on the letter head. To be attached with the Bid, in case of Single Stage One Envelope Procedure and with the Financial Bid, in case of Single Stage Two Envelope Procedure]

Date: _____

To: [name and address of Procuring Agency]

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* 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, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.8 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed *(if required)*, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

[In case of single stage one envelope bidding procedure]

The Composition of our Bid is**:**

a) Complete bidding document (without filling) signed and stamped by the bidder

b) all the forms relevant to the technical and financial bids (clearly indicated on each form)

c) All the required documents establishing eligibility of bidders/goods shall be made part of the bid.

d) Any other document required by the procuring agency not inconsistent with PPR-14.

[In case of single stage two envelope bidding procedure],
The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following: -

a) Complete bidding document (without filling) signed and stamped by the bidder
b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
c) Copy of bid security form along with copy of financial instruments valid for …… ( ) Days, beyond the validity of Bid in the manner as prescribed on the bid security form **8.10**.
d) Any other document required by the procuring agency not inconsistent with PPR-14.

Financial bid includes the following: -

a) Original Bid form (as per **form 8.1 of** Bidding documents) on letter head of the firm, duly signed and stamped.
b) Price schedule / financial form (as per **form 8.10**) to be reproduced on the letter head of the bidder duly signed and stamped.
c) Original Bid security form (as per **form 8.11**) along with Original financial instrument *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for …… ( ) Days, beyond the validity of Bid.
d) *Any other document required by the procuring agency not inconsistent with PPR-14.*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of goods provider	Amount and Currency
_____	_____
_____	_____
_____	_____

(if none, state "none")

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

Dated this _____ day of _____ 20_____.

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

8.2 Bidder's JV Members Information Form

JV is Not Applicable for current procurement process.

8.3. Foreign Manufacturer's Declaration Form

[To be signed, stamped and on the letterhead of the Manufacturer and to be attached with Technical Bid]

[See Clause 2.3.6 (iii) of the Instructions to Bidders.]

To: ***Procurement Cell, H&PD.***

I declare that:

- I am _____ the authorized representative of the firm M/s_____ specified in this bidding procedure as the "Manufacturer" for the purpose of service level agreement of equipment as per following detail;

Sr. No. in the list	Name of the Equipment	Name of Manufacturer	Production Country

- M/s_____ is our Distributor / Authorized Agent in Pakistan for the last _____ years. (Please attach copy of certificate(s))
- Our Firm will abide by all the rules and regulations, formulated by the Government of the Punjab, Health & Population Department, Pakistan reference to this particular case and notify all changes and variations to the Product, its manufacturing status and change of Distributor / Authorized Agent.
- We confirm that our distributor M/s_____ has the requisite technical personnel and tools required to service/ maintain the above-mentioned equipment.
- We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation to Bids.
- We *[name of the Manufacturer]* hereby confirm that we will provide the after sales services for the warranty period by our sole authorized agent/ distributor *[name of the Sole Authorized Agent/ Distributor]* and in case of change of agent, the after sales services will be provided directly by us or through the newly appointed sole agent/ distributor.
- We hereby confirm that the spare parts of the quoted model of the product will be available for a period of seven (07) years from the bid submission date.
- The firm is not declared ineligible / blacklisted currently by the Procuring Agency/PPRA.
- All the information provided in pursuance with this declaration is current and correct.

- We are bound to give any information to the department regarding this Bidding Document which may approach through website _____ and email_____.

_____

[Name and Signature of the authorized signatory 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.

8.4. Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr.#	**Particulars**
1.	Name of the company:
2.	**Registered Office:**
Address:	
Office Telephone Number:	
Fax Number:	
3.	**Contact Person:**
Name:	
Personal Telephone Number:	
Email Address:	
4.	**Local office if any:**
Address:	
Office Telephone Number:	
Fax Number:	
5.	**Registration Details:**

a) Income Tax Returns (Last 03 years)

Yes	No

b) Details of Experience (Last _____ Years)

(i)	**Similar Project (Agency/Department)**	**Item Name**
(ii)	**Value of total Projects/Tenders/POs**	**Amount**

c) Staff Detail and last month Payroll

Yes	No

8.5. General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			**Sales Tax Registration No**	
PRA Tax No.				
No. of Employees			**Company's Date of**	
			Formation	

*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

8.6. Affidavit

[To be printed on PKR 00 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]

Name: _____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

(i) The firm is not currently blacklisted by the Procuring Agency.
(ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
(iii) Affidavit for correctness of information.
(iv) **********omitted******

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.7. Performance Guarantee Form

The performance guarantee shall be in Pakistani Rupees and shall be submitted digitally through Punjab e-procurement system as per prescribed digital e-payment method by PPRA.

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

To,

Director Center for Disease Control and Prevention (in Original)

WHEREAS (Name of the Contractor/ Supplier) _____ hereinafter called "the Contractor" has undertaken, in pursuance of **"**INVITATION TO BID FOR THE **"PROVISION OF _____"** procurement of the following:

1. [***Please insert details***].

(Here in after called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, 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 Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, 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 _____ day of _____, 20__, or _____ [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature_____

Name_____

Title _____

Address_____

Seal_____

Date_____

8.8. Technical Bid Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Package / Lot No.	Item name	Brand name with Country of Manufacturer	Make & model	Quantity	Country of Origin	Specifications dimensions

Stamp & Signature of Bidder _____

8.9. Contract Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

THIS AGREEMENT made on the _____ day of _____ 20_____ between *[name of Procuring Agency]* of *[country of Procuring Agency]* (hereinafter called "the Procuring Agency") on the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") on the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract Agreement, viz.:

(a) the Bid Form and the Price Schedule submitted by the Bidder;
(b) the Schedule of Requirements;
(c) the Technical Specifications;
(d) the General Conditions of Contract;
(e) the Special Conditions of Contract; and
(f) the Procuring Agency's Notification of Award/ Advance Acceptance of Tender (AAT).
(g) Letter of Credit for CFR/CPT based items

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 rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

8.10. Financial Bid Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

Lot/Item. No	**Item name / Country of Origin Brand name, make & model**	**Unit Price (exclusive of all taxes) CFR Basis** *to be quoted by the bidder*	**Qty**	**Total price (in figures)(exclusive of all taxes)**	**Total price (in words) (exclusive of all taxes)**
1					
2					

Note:

In case of difference between unit price and total price, unit price shall prevail and total price shall be "final". *(Please refer ITB clause 2.5.6).*

In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final. Lowest shall be determined on individual item basis.

Stamp & Signature of Bidder _____

8.11. Bid Security Form

Bid Security shall be submitted as mentioned in Bid data sheet.

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto **Director Center for Disease Control and Prevention (in Original)** (hereinafter called "the Procuring Agency") in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:

   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

_____

[Signature of the bank]