

**TENDER NO. DHQ LAYYAH/2020-21/28**

**DHQ HOSPITAL LAYYAH**

**BIDDING DOCUMENT**

**Tender for Supply of Fully Automated Chemistry Analyzer and ECG Machine to DHQ Hospital Layyah for the year 2020 – 2021.**

## Invitation for Bids

- 1). Sealed bids are invited from eligible Income Tax and Sales Tax Registered Firms or suppliers, Tender for supply of **Fully Automated Chemistry Analyzer Machine and ECG Machine through Tender, to DHQ Hospital, Layyah for the year 2020-2021.**
- 2). The bidding documents can be obtained from the office of the undersigned during office timing (8:00 Am to 2:00 PM) from date of publication of advertisement, on written application along with copy of CNIC and after payment of Rs. 2000/- (Non refundable).
- 3). The bidding documents shall be deposited to undersigned office in person by the representative of firms/companies till 11:00 AM of last date of **08 April, 2021.** Tenders will be opened in the presence of representatives of firms/companies at Conference Hall, DHQ Layyah on the same day at 11:30 AM.
- 4). The firms shall provide affidavit on stamp paper of Rs. 100/- that they are not black listed by any Govt. agency or Procurement agency.
- 5). The procedure of single stage two envelope will be adopted according to PPRA Rules, 2014 (Amended in 2016). Technical and Financial bids are required to be sealed separately in separate envelopes with Proper labeling of **“Technical Bid”** and **“Financial Bid”** along with name and address of bidder. These two separate envelopes are to be finally enclosed in properly sealed single envelop which bears the Name and Address of bidder and Tender Number.
- 6). The costs offered by Bidder must include all taxes and other applicable charges. Procurement agency will not be responsible for any charges not included in the offered costs of required goods/items/services.
- 7). For obtaining any further information or clarifications, please contact the person named below:

**Medical Superintendent  
DHQ Hospital, Layyah  
College Road, Layyah**

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## Part-I

### Section I. Instructions to Bidders

#### A. Introduction

- |                                       |  |
|---------------------------------------|--|
| 1. <b>Source of Funds</b>             | 1.1 Non Salary Budget of DHQ Hospital, Layyah 2020-2021  |
| 2. <b>Eligible Bidders</b>            | <p>2.1 This Invitation for Bids is open to all Firms or Suppliers which are Income Tax and Sales Tax registered in Pakistan <b>Tender for supply of Fully Automated Chemistry Analyzer Machine and ECG Machine</b> through Tender to DHQ Hospital Layyah during the Financial Year 2020-2021.</p> <p>2.2 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 consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the above mentioned <b>Tender for supply of Fully Automated Chemistry Analyzer Machine and ECG Machine.</b> to be purchased under this Invitation for Bids.</p> <p>2.3 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).</p> |
| 3. <b>Eligible Goods and Services</b> | <p>3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the <i>Bid Data Sheet (BDS)</i>, and all expenditures made under the contract will be limited to such goods and services.</p> <p>3.2 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 results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3 The origin of goods and services is distinct from the nationality of the Bidder.</p>  |
| 4. <b>Cost of Bidding</b>             | 4.1 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 Purchaser,”   |

will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **B. The Bidding Documents**

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|--|--|
| <b>5. Content of Bidding Documents</b>       | <p>5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:</p> <ul style="list-style-type: none"> <li>(a) Instructions to Bidders (ITB)</li> <li>(b) Bid Data Sheet</li> <li>(c) Schedule of Requirements</li> <li>(d) Evaluation Criteria</li> <li>(e) Bid Submission Form</li> <li>(f) Price Schedules</li> <li>(g) Contract Form</li> <li>(h) Performance Security Form</li> <li>(i) General Conditions of Contract (GCC)</li> <li>(j) Special Conditions of Contract (SCC)</li> </ul> <p>5.2 The Bidder is expected to examine all instructions, forms, terms, and general and special conditions in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p> |
| <b>6. Clarification of Bidding Documents</b> | <p>6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser's address. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than ten (10) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.</p>   |
| <b>7. Amendment of Bidding Documents</b>     | <p>7.1 At any time prior to the deadline for submission of bids, the Purchaser, 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.</p> <p>7.2 All prospective bidders that have received the bidding documents</p>  |

will be notified of the amendment in writing or by email, and will be binding on them.

- 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

### **C. Preparation of Bids**

- 8. Language of Bid** 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser 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.
- 9. Documents Comprising the Bid** 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
  - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
  - (d) bid security furnished in accordance with ITB Clause 15.
- 10. Bid Form** 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Name of **Fully Automated Chemistry Analyzer Machine and ECG Machine** on discounted Price of these items.
- 11. Bid Prices**
- 11.1 Prices indicated on the Price Schedule shall be **delivered duty paid (DDP) prices**.
- 11.2 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 nonresponsive and will be rejected, pursuant to ITB Clause 24.

- 12. Bid Currencies** 12.1 Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.
- 13. Documents Establishing Bidder's Eligibility and Qualification**
- 13.1 Pursuant to ITB Clause 9, 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.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract, the Bidder has the capability to undertake the supply of required Articles;
  - (b) that the Bidder has valid NTN No. and is Filer.
  - (b) that the Bidder has the financial, technical, and management capability necessary to perform the contract;
  - (c) that the Bidder has proper storage area and delivery mechanism for supply of **Fully Automated Chemistry Analyzer Machine and ECG Machine** as per demand of DHQ Hospital, Layyah.
  - (d) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.
- 14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**
- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all **Fully Automated Chemistry Analyzer Machine and ECG Machine** which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the Articles shall consist of a statement in the Price Schedule that these articles are quality products, registered in Pakistan and does not contravene any Act or Rules of Islamic Republic Pakistan.

**15. Bid Security**

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

(b) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for thirty (30) days beyond the validity of bid.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

15.7 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 fails:

(i) to sign the contract in accordance with ITB Clause 32;

**or**

(ii) to furnish performance security in accordance with ITB Clause 33.

**16. Period of  
Validity of  
Bids**

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.



16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.

**17. Format and  
Signing of Bid**

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid shall be initialed by the person or persons signing the bid.

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

17.4 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.

**D. Submission of Bids**

**18. Sealing and  
Marking of  
Bids**

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and
- (b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number

indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

**19. Deadline for Submission of Bids**

19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**20. Late Bids**

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

**21. Modification and Withdrawal of Bids**

21.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified 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, pursuant to the ITB Clause 15.7.

**E. Opening and Evaluation of Bids**

**22. Opening of Bids by the Purchaser**

22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign an attendance sheet evidencing their presence.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Purchaser will prepare minutes of the bid opening.

**23. Clarification of Bids**

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

**24. Preliminary Examination**

24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material

deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 15), **Applicable Law** (GCC Clause 30), and **Taxes and Duties** (GCC Clause 32), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

## **25. Qualification & Evaluation.**

- 25.1 In the absence of **prequalification**, the Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 25.2 The determination will take into account the Bidder's financial, technical, and management 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 13.3, as well as such other information as the Purchaser deems necessary and appropriate.
- 25.3 The Purchaser will **technically evaluate** and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24, as per Evaluation Criteria required.
- 25.4 The Purchaser's **financial evaluation** of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.
- 25.5 **Cost-based Selection:**  
The technically responsive bid offering **Fully Automated Chemistry Analyzer Machine and ECG Machine** at lowest price will be deemed to be the **Lowest evaluated bid**.

## **26. Contacting the**

- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser

- Purchaser** on any matter relating to its bid, from the time of the bid opening to the time evaluation 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 Purchaser, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.
- 27. Award of Contract** 27.1 Contract will be awarded as per Award Criteria.
- 28. Award Criteria** 28.1 Subject to ITB Clause 30, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the **Lowest Cost Based Evaluated Bid**, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 29. Purchaser's Right to Vary Quantities of Fully Automated Chemistry Analyzer Machine and ECG Machine to DHQ Hospital, Layyah** 29.1 The Purchaser reserves the right to increase or decrease, the quantity of required **Fully Automated Chemistry Analyzer Machine and ECG Machine to DHQ Hospital, Layyah** as per needs of DHQ Hospital, Layyah.
- 30. Purchaser's Right to Accept or Reject All Bids** 30.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the Bidder or bidders of the grounds for the Purchaser's action.
- 31. Notification of Award** 31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.

31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

### **32. Signing of Contract**

32.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

32.2 Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.

### **33 Performance Security**

33.1 Within Seven (07) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next **Lowest Cost based evaluated Bidder** or call for new bids.

### **34. Corrupt or Fraudulent Practices**

34.1 The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,

(iii) "collusive practice" is an arrangement among bidders (prior to or after bid submission) designed to establish bid

prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;

- (b) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

## Part-I

### Section II. Bid Data Sheet

The following specific data for the **Tender for supply of Fully Automated Chemistry Analyzer Machine and ECG Machine. to DHQ Hospital, Layyah** to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>Introduction</b>	
<b>ITB 1.1</b>	Name of Procuring Agency: MS, DHQ Hospital, Layyah
<b>ITB 1.1</b>	Name of Institution: DHQ Hospital, Layyah
<b>ITB 1.1</b>	Name of Contract:  Tender for Supply of <b>Fully Automated Chemistry Analyzer Machine and ECG Machine. to DHQ Hospital, Layyah</b> for the year 2020-2021.
<b>ITB 4.1</b>	Name of Purchaser: MS, DHQ Hospital, Layyah
<b>ITB 6.1</b>	For clarification purposes, the Employer's address is: <b>MS, DHQ Hospital, Layyah, College Road, Layyah.</b> Requests for clarification shall be received by the Employer no Later than 10 days before the last date of submission of bids. Last date of submission of bids is <b>08 April, 2021</b> till 11.00 AM.
<b>ITB 8.1</b>	Language of the bid – English

<b>Bid Price and Currency</b>	
<b>ITB 11.2</b>	The price quoted shall be Delivered Duty Paid at the following locations in accordance with the Schedule of Requirements including the delivery charges: DHQ Hospital, Layyah City (Punjab)
<b>ITB 11.5</b>	The price shall be in Pak Rupees and shall be fixed.



<b>Preparation and Submission of Bids</b>								
<b>ITB 13.2</b>	a. NTN Registration Certificate							
<b>ITB 13.3 (b)</b>	Audited Balance Sheet or Bank Statement for the last <b>01 financial year.</b>							
<b>ITB 13.3 (d)</b>	<p><b>Qualification requirements.</b> In addition to ITB 13.1, ITB 13.2, and ITB 13.3 (b), the potential bidder must also fulfill the following:-</p> <ul style="list-style-type: none"> <li>a) The Bidder must have NTN number.</li> <li>b) An <b>average annual sale of Rs. 4 million.</b></li> <li>c) An Affidavit on Stamp Paper of Rs. 100 that the firm or supplier is not black listed by any Govt. organization.</li> <li>d) An affidavit on the Stamp Paper of Rs. 100 that Bidder will carry out the free replacement of Broken, Discolored, Distorted, Misfigured, Damaged, Leaked and Substandard Stock (with different quality and physical &amp; chemical characteristics as compared to Approved Samples) delivered to DHQ Hospital, Layyah within 3 days of written complaint by MS, DHQ Hospital, Layyah.</li> <li>e) <b>If a bidder fails to comply with any of these qualification requirements, the concerned bidder will be disqualified and will not be considered for further process of tender.</b></li> </ul>							
<b>ITB 14.31</b>	Acceptance of Terms and conditions of Tender Documents dully signed and stamped by the authorized person of Firm or Supplier on Original Letter Head Pad of Firm or supplier.							
<b>ITB 15.1</b>	<p><b>Amount of Bid Security:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 25%;">LOT NO. 01</td> <td style="width: 50%;">Fully Automated Chemistry Analyzer Machine</td> <td style="width: 25%; text-align: right;">Rs. 140,000/-</td> </tr> <tr> <td>LOT NO. 02</td> <td>ECG Machine</td> <td style="text-align: right;">Rs.96000/-</td> </tr> </tbody> </table>		LOT NO. 01	Fully Automated Chemistry Analyzer Machine	Rs. 140,000/-	LOT NO. 02	ECG Machine	Rs.96000/-
LOT NO. 01	Fully Automated Chemistry Analyzer Machine	Rs. 140,000/-						
LOT NO. 02	ECG Machine	Rs.96000/-						

	Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Bank Draft, or Pay Order in favor of MS, DHQ Hospital, Layyah, having its <b>validity 90 days from the date of opening of bid.</b>
<b>ITB 16.1</b>	<b>Bid Validity Period: 60 days</b> after the date of opening of bid.
<b>ITB 17.1</b>	<b>Number of Copies: Original</b> bid only
<b>ITB 18.2 (a)</b>	<b>Address for Bid Submission:</b>  MS, DHQ Hospital, Layyah, College Road, Layyah.
<b>ITB 18.2 (b)</b>	<b>IFB Title and Number:</b>  Framework contract for Supply of <b>Fully Automated Chemistry Analyzer Machine and ECG Machine.</b> to DHQ Hospital, Layyah for the year 2020-2021.  <b>DHQ LAYYAH/Tender 2020-2021/28</b>
<b>ITB 19.1</b>	<b>Deadline for Bid Submission:</b> <b>08 April, 2021 11:00 A.M</b>
<b>ITB 22.1</b>	<b>Time, Date, and Place for Bid Opening:</b> On <b>08 April, 2021 at 11:30 A.M.</b> at Conference Hall, DHQ Hospital, Layyah, College Road, District Layyah.

<b>Bid Evaluation</b>	
<b>ITB 25.3</b>	<b>Criteria for bid evaluation:</b>  <b>Cost Based Delivered Duty Paid (DDP)</b> Item wise price offered by the qualified responsive bidder.

<b>Contract Award</b>	
<b>ITB 29.1</b>	MS, DHQ Hospital may extend the contract period for up to 3 months beyond actual contract period.

### Section III. Schedule of Requirements

**TABLE 1 DELIVERY SCHEDULE  
Lot No. 01**

Sr. No.	Location	Item	Quantity	Delivery Period from the date of Notification of Award
1.	DHQ Hospital, Layyah	<b>Fully Automated Chemistry Analyzer</b>	01	Bidder shall have to supply such quantity of required equipments( <b>with invoice</b> ) to DHQ Hospital, Layyah within <b>07 days on receipt of orders/demand</b> from Medical Superintendent, DHQ Hospital, Layyah on free delivery basis to the General Store of DHQ Hospital, Layyah.

## Lot No. 02

Sr. No.	Location	Item	Quantity	Delivery Period from the date of Notification of Award
1.	DHQ Hospital, Layyah	ECG MACHINE-3 CHANNEL	05	Bidder shall have to supply such quantity of required equipments( <b>with invoice</b> ) to DHQ Hospital, Layyah within <b>07 days on receipt of orders/demand</b> from Medical Superintendent, DHQ Hospital, Layyah on free delivery basis to the General Store of DHQ Hospital, Layyah.

## Part-I

### Section IV. Technical Evaluation

#### CRITERIA FOR TECHNICAL EVALUATION OF THE TENDER

Sr. No.	Criteria	Total Marks	Attached Yes/No	Obtained Marks
1.	National Tax Number.	01		
2.	Valid National ID Card (NADRA)	01		
3.	Original receipt for purchase of tender.	01		
4.	Bid Security (refundable) in the shape of CDR, Bank draft or cheque issued from any scheduled bank of Pakistan in the Name of MS, DHQ Hospital, Layyah.	02		
5.	Acceptance of terms and condition of tender documents duly signed and stamped on original letter head.	05		
6.	An affidavit on stamp paper of Rs.100/- submitting following clause: i) that the firm / bidder is never blacklisted on any grounds whatsoever from Government / Autonomous institutions.	10		
7.	Market Experience 01 – 03 Years .....(Marks 03) 04 – 06 Years .....(Marks 08) 07 – 09 Years .....(Marks 14) 10 Years or Above .....(Marks 20)	20		
8.	Bank statement / Balance sheet of last one year Up to 03 Million/ Year.....(Marks 06) 04 to 06Million/Year.....(Marks 08) 07 to 08 Million/Year.....(Marks 14) 09 Million/Year or above .....(Marks 20)	20		

9.	An affidavit on the Stamp Paper of Rs. 100 that Bidder will carry out the free replacement of Broken, Discolored, Distorted, Misfigured, Damaged, Leaked and near expiry stock of duration of 2 months, Substandard Stock delivered to DHQ Hospital, Layyah within 3 days of written complaint by MS, DHQ Hospital, Layyah.	20		
10.	Warranty Period Less than 3 Years.....0 3 Years or More than.....10	10		
11.	Brochures with full specifications and functionality description: Brouchers Not Attached.....(Marks 0) Brouchers Attached.....(Marks 10)	10		
<b>Total Marks</b>		<b>100</b>		

**Note: Qualifying Marks are 65 and above.**

**Technical Specifications:  
Lot No. 01**

Sr. No.	Location	Item	Quantity	Specifications
1.	DHQ Hospital, Layyah	<b>Fully Automated Chemistry Analyzer Machine</b>	01	<p><b>Technical Offers by vendors will only be accepted as per S. No wise reply of required specifications. Any firm who could not reply as per S. No's, will be considered rejected at the time of technical offer.</b></p> <p><b><u>TECHNICAL SPECIFICATIONS:</u></b></p> <p><b><u>Operation</u></b>  Clinical chemistry and turbidimetry  Random access, STAT  Open channels with barcoded bottles  Throughput: 300 test/hr</p> <p><b><u>Samples</u></b>  Removable sample tray  60 positions  12.5 mm primary tubes and 1 ml cups  Optional 16 mm tubes and 3.5 ml cups  Automatic pre- and post-dilution  Internal barcode reader</p> <p><b><u>Reagents &amp; solutions</u></b>  2 removable reagent trays  40 positions  70 and 25 ml bottles  Electronically controlled cooling</p> <p><b><u>Pipetting</u></b>  2 pipetting needles  Needle shock detector  Capacitive liquid level detector  Internal-, external- and method specific wash procedures</p> <p><b><u>Reaction</u></b>  8-step cuvette wash station  Less than 3 l / h water consumption  Two different wash solutions  Method specific wash procedures</p>

			<p>Separate containers for normal and high contaminated waste</p> <p><b><u>Software</u></b>  External computer required  LIS: Bi-directional, ASTM, ethernet  English, French, Spanish  Designed for touchscreen  Automatic check of reagents, expiry dates, calibration, hardware, maintenance, reaction and results</p> <p><b><u>Country of Origin:</u></b>  USA, Europe &amp; Japan only.</p> <p><b><u>Certificates (Whichever Applicable)</u></b></p> <p><b>FDA:</b>  FDA 510 K Certificate with No recall will be acceptable for all countries  FDA (CFG) Certificate will not be acceptable.</p> <p><b>CE:</b>  CE MDD Class 1 for Western European Countries only</p> <p><b>MWLH:</b>  MLHW (JIS) for Japanese Product only</p> <p><b><u>Warranty:</u></b>  03 Years.</p> <p><b><u>GENERAL REQUIREMENT:</u></b>  Power supply 220-240 Volts, 50~60Hz with surge protector/fuse protection.  1 x UPS (Compatible) also be provided with each equipment.  All standard accessories are to be provided as mentioned in the original manual provided by the manufacturer even if not mentioned in the specifications.</p>
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Lot No. 02

Sr. No.	Location	Item	Quantity	Specifications
1.	DHQ Hospital, Layyah	<b>ECG MACHINE-3 CHANNEL</b>	05	<p>Three channel ECG on at least 3-5 inches touch LCD display.  Display of Three channel ECG simultaneously.  Automatic Operation.  Variable gain: 1/4, 1/2, 1, 2 cm/mV.  Thermal recorder for printing out of three channels simultaneously.  Recording paper: 110 Roll/Z-fold Interpretation Software.  Recording Trace speed: 10, 25 and 50 mm/sec.  Muscle artifact (35Hz) and AC (50Hz) interference filters. Frequency 0.3 -150 Hz  Defibrillator protection.  Internal storage up to 50 ECG &amp; External USB Option.  Built in AC Supply and battery operation with min 100 or more backup.  Built-in AC interference, Noise filter and Baseline connection.  Capability to interface with LAN/WLAN for data transfer</p> <p>Accessories:  Complete with standard accessories, including separate patient cables for Adult, Pediatric &amp; Neonatal use with re-usable electrodes(procuring agency will specify the type of cable needed)</p> <p>Optional (If any):  Mobile Cart (Local/Imported)  No. of Electrodes</p> <p><b>Country of Manufacture:</b>  <b>USA/EU/JAPAN</b>  <b>Dual Certification: FDA &amp; CE or MHLW</b></p>

## Part-I

### Section V. Bidding Forms

#### 1. Bid Submission Form

Date: \_\_\_\_\_

To

Medical Superintendent,  
DHQ Hospital, Layyah  
College Road, District Layyah.

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver on demand of DHQ Hospital, Layyah in conformity with the said bidding documents at the discounted Price offered in the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the \_\_\_\_\_, we will supply \_\_\_\_\_ in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the **guarantee of a bank in a sum equivalent to Pakistan Rs.** \_\_\_\_\_ for the due performance of the Contract, in the form prescribed by the Purchaser.

**We agree to abide by this Bid for a period of 60 days from the date fixed for Bid opening** under Clause 22 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, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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 agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____

\_\_\_\_\_  
\_\_\_\_\_  
(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 \_\_\_\_\_

**2. Price Schedules**  
**Lot No. 01**

Sr. No.	Location	Item	Quantity	Specifications	Offered Price (Pak. Rs.) with company and origin
1.	DHQ Hospital, Layah	<b>Fully Automated Chemistry Analyzer</b>	01	<p><b>Technical Offers by vendors will only be accepted as per S. No wise reply of required specifications. Any firm who could not reply as per S. No's, will be considered rejected at the time of technical offer.</b></p> <p><b><u>TECHNICAL SPECIFICATIONS:</u></b></p> <p><b><u>Operation</u></b> Clinical chemistry and turbidimetry Random access, STAT Open channels with barcoded bottles Throughput: 300 test/hr</p> <p><b><u>Samples</u></b> Removable sample tray 60 positions 12.5 mm primary tubes and 1 ml cups Optional 16 mm tubes and 3.5 ml cups Automatic pre- and post-dilution Internal barcode reader</p> <p><b><u>Reagents &amp; solutions</u></b> 2 removable reagent trays 40 positions 70 and 25 ml bottles Electronically controlled cooling</p> <p><b><u>Pipetting</u></b></p>	

				<p>2 pipetting needles          Needle shock detector          Capacitive liquid level detector          Internal-, external- and method specific wash procedures</p> <p><b><u>Reaction</u></b>          8-step cuvette wash station          Less than 3 l / h water consumption          Two different wash solutions          Method specific wash procedures          Separate containers for normal and high contaminated waste</p> <p><b><u>Software</u></b>          External computer required          LIS: Bi-directional, ASTM, ethernet          English, French, Spanish          Designed for touchscreen          Automatic check of reagents, expiry dates, calibration, hardware, maintenance, reaction and results</p> <p><b><u>Country of Origin:</u></b>          USA, Europe &amp; Japan only.</p> <p><b><u>Certificates (Whichever Applicable)</u></b></p> <p><b>FDA:</b>          FDA 510 K Certificate with No recall will be acceptable for all countries          FDA (CFG) Certificate will not be acceptable.</p> <p><b>CE:</b></p>	
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				<p>CE MDD Class 1 for Western European Countries only</p> <p><b>MWLH:</b> MLHW (JIS) for Japanese Product only</p> <p><b><u>Warranty:</u></b></p> <p>03 Years.</p> <p><b><u>GENERAL REQUIREMENT: -</u></b> Power supply 220-240 Volts, 50~60Hz with surge protector/fuse protection. 1 x UPS (Compatible) also be provided with each equipment. All standard accessories are to be provided as mentioned in the original manual provided by the manufacturer even if not mentioned in the specifications.</p>	
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**Lot No. 02**

Sr. No.	Location	Item	Quantity	Specifications	Offered Price (Pak. Rs.) with company and origin
1.	DHQ Hospital, Layyah	<b>ECG MACHINE-3 CHANNEL</b>	05	<p>Three channel ECG on at least 3-5 inches touch LCD display.            Display of Three channel ECG simultaneously.            Automatic Operation.            Variable gain: 1/4, 1/2, 1, 2 cm/mV.            Thermal recorder for printing out of three channels simultaneously.            Recording paper: 110 Roll/Z-fold            Interpretation Software.            Recording Trace speed: 10, 25 and 50 mm/sec.            Muscle artifact (35Hz) and AC (50Hz) interference filters. Frequency 0.3 - 150 Hz            Defibrillator protection.            Internal storage up to 50 ECG &amp; External USB Option.            Built in AC Supply and battery operation with min 100 or more backup.            Built-in AC interference, Noise filter and Baseline connection.            Capability to interface with LAN/WLAN for data transfer</p> <p>Accessories:            Complete with standard accessories, including separate patient cables for Adult, Pediatric &amp; Neonatal use with re-usable electrodes(procuring agency will specify the type of cable needed)</p> <p>Optional (If any):            Mobile Cart (Local/Imported)            No. of Electrodes</p> <p><b>Country of Manufacture:</b>  <b>USA/EU/JAPAN</b>  <b>Dual Certification: FDA &amp; CE or</b></p>	

				<b>MHLW</b>	
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## Part-II

### Section I. Contract Forms

#### 1. Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *MS, DHQ Hospital, Layyah* (hereinafter called “the Purchaser”) of the one part and [*name of Supplier*]of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for supply of \_\_\_\_\_  
to DHQ Hospital, Layyah and has accepted a bid of the Supplier for the supply of these \_\_\_\_\_ at following competitive price:

#### Lot No. 01

Sr.No.	Location	Item	Quantity	Specifications	Offered Price (Pak. Rs.) with company and origin
1.	DHQ Hospital, Layyah	<b>Fully Automated Chemistry Analyzer</b>	01	<p><b>Technical Offers by vendors will only be accepted as per S. No wise reply of required specifications. Any firm who could not reply as per SNo’s, will be considered rejected at the time of technical offer.</b></p> <p><b><u>TECHNICAL SPECIFICATIONS:</u></b></p> <p><b><u>Operation</u></b> Clinical chemistry and turbidimetry Random access, STAT Open channels with barcoded bottles Throughput: 300 test/hr</p> <p><b><u>Samples</u></b> Removable sample tray 60 positions 12.5 mm primary tubes and</p>	

				<p>1 ml cups Optional 16 mm tubes and 3.5 ml cups Automatic pre- and post-dilution Internal barcode reader</p> <p><b><u>Reagents &amp; solutions</u></b> 2 removable reagent trays 40 positions 70 and 25 ml bottles Electronically controlled cooling</p> <p><b><u>Pipetting</u></b> 2 pipetting needles Needle shock detector Capacitive liquid level detector Internal-, external- and method specific wash procedures</p> <p><b><u>Reaction</u></b> 8-step cuvette wash station Less than 3 l / h water consumption Two different wash solutions Method specific wash procedures Separate containers for normal and high contaminated waste</p> <p><b><u>Software</u></b> External computer required LIS: Bi-directional, ASTM, ethernet English, French, Spanish Designed for touchscreen Automatic check of reagents, expiry dates, calibration, hardware, maintenance, reaction and results</p> <p><b><u>Country of Origin:</u></b></p>	
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				<p>USA, Europe &amp; Japan only.</p> <p><b><u>Certificates (Whichever Applicable)</u></b></p> <p><b>FDA:</b>  FDA 510 K Certificate with No recall will be acceptable for all countries  FDA (CFG) Certificate will not be acceptable.</p> <p><b>CE:</b>  CE MDD Class 1 for Western European Countries only</p> <p><b>MWLH:</b>  MLHW (JIS) for Japanese Product only</p> <p><b><u>Warranty:</u></b></p> <p>03 Years.</p> <p><b><u>GENERAL REQUIREMENT: -</u></b>  Power supply 220-240 Volts, 50~60Hz with surge protector/fuse protection.  1 x UPS (Compatible) also be provided with each equipment.  All standard accessories are to be provided as mentioned in the original manual provided by the manufacturer</p>	
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				even if not mentioned in the specifications.	
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**Lot No. 02**

<b>Sr.No.</b>	<b>Location</b>	<b>Item</b>	<b>Quantity</b>	<b>Specifications</b>	<b>Offered Price (Pak. Rs.) with company and origin</b>
1.	DHQ Hospital, Layyah	<b>ECG MACHINE-3 CHANNEL</b>	05	<p>Three channel ECG on at least 3-5 inches touch LCD display.            Display of Three channel ECG simultaneously.            Automatic Operation.            Variable gain: 1/4, 1/2, 1, 2 cm/mV.            Thermal recorder for printing out of three channels simultaneously.            Recording paper: 110 Roll/Z-fold            Interpretation Software.            Recording Trace speed: 10, 25 and 50 mm/sec.            Muscle artifact (35Hz) and AC (50Hz) interference filters.            Frequency 0.3 -150 Hz            Defibrillator protection.            Internal storage up to 50 ECG &amp; External USB Option.            Built in AC Supply and battery operation with min 100 or more backup.            Built-in AC interference, Noise filter and Baseline connection.            Capability to interface with LAN/WLAN for</p>	

				<p>data transfer</p> <p>Accessories: Complete with standard accessories, including separate patient cables for Adult, Pediatric &amp; Neonatal use with re-usable electrodes (procuring agency will specify the type of cable needed)</p> <p>Optional (If any): Mobile Cart (Local/Imported) No. of Electrodes</p> <p><b>Country of Manufacture:</b> <b>USA/EU/JAPAN</b> <b>Dual</b></p> <p><b>Certification:</b> <b>FDA &amp; CE or</b> <b>MHLW</b></p>	
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**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 Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Evaluation;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the \_\_\_\_\_  
in conformity in all respects with the provisions of the Contract

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of \_\_\_\_\_  
therein, the Amount 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 first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Purchaser)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

## 2. Performance Security Form

To:

Medical Superintendent,  
DHQ Hospital, Layyah  
College Road, District Layyah.

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_ 20\_\_\_\_ to supply \_\_\_\_\_ (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

## Signature and seal of the Guarantors

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*[name of bank or financial institution]*

---

*[address]*

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*[date]*

**BID SECURITY (Bank Guarantee)**

Security Executed on \_\_\_\_\_ (Date)

Name of Surety (Bank) with Address: \_\_\_\_\_

(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address \_\_\_\_\_

Penal Sum of Security Rupees. \_\_\_\_\_ (Rs. \_\_\_\_\_) Bid

Reference No. \_\_\_\_\_ KNOW

ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto

\_\_\_\_\_ (hereinafter called the

'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated \_\_\_\_\_ for Bid No. \_\_\_\_\_ for \_\_\_\_\_ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

1. that the Bid Security shall remain in force up to and including the date----- days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

- 2. that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- 3. That in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within----- days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer (Procuring Agency) the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

**SURETY (Bank)**

**WITNESS:**

Signature\_\_\_\_\_

1. \_\_\_\_\_

Name\_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

Title\_\_\_\_\_

Corporate Guarantor (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address



## **Part-II**

### **Section II. 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 Purchaser 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 **Fully Automated Chemistry Analyzer Machine and ECG Machine**, which the Supplier is required to supply to the Purchaser under the Contract.
  - (d) “The Services” means those services ancillary to the supply of the **Fully Automated Chemistry Analyzer Machine and ECG Machine**, such as transportation.
  - (e) “GCC” means the General Conditions of Contract

contained in this section.

- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Purchaser” means the organization purchasing the **Fully Automated Chemistry Analyzer Machine and ECG Machine**, as named in SCC.
- (h) “The Purchaser’s country” is Islamic Republic of Pakistan.
- (i) “The Supplier” means the individual 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**
  - 3.2 For purposes of this Clause, “origin” means the place where the **Fully Automated Chemistry Analyzer Machine and ECG Machine**. are produced, manufactured or from which the Services are supplied. These are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 3.3 The origin of **Fully Automated Chemistry Analyzer Machine and ECG Machine**. is distinct from the nationality of the Supplier.
- 4. **Standards**
  - 4.1 The **Fully Automated Chemistry Analyzer Machine and ECG Machine**. supplied under this Contract shall conform to the standards mentioned in the Evaluation Criteria, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the **Fully Automated Chemistry Analyzer Machine and ECG Machine**. to **DHQ Hospital, Layyah** country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. **Use of**
  - 5.1 The Supplier shall not, without the Purchaser’s prior written

- Contract Documents and Information; Inspection and Audit by the Bank**
- consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser 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 Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 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 Procuring Agency, if so required by the Procuring Agency.
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the **Fully Automated Chemistry Analyzer Machine and ECG Machine**. or any part thereof.
- 7. Performance Security**
- 7.1 Within seven (7) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) a cashier's or certified check.

7.4 The performance security will be discharged by the Purchaser 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.

**8. Supply of quality products and replacement policy.**

8.1 The Supplier will be responsible for keeping the complete record of invoices and warranty and will ensure that quality registered products are supplied to DHQ Hospital, Layyah.

8.2 The Supplier will carry out the free replacement of Broken, Discolored, Distorted, Misfigured, Damaged, Leaked and Substandard Stock delivered to DHQ Hospital, Layyah within 3 days of written complaint by MS, DHQ Hospital, Layyah.

8.3 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

**9. Warranty**

9.1 The Supplier shall be responsible for provision of Warranty Products, where applicable. The Warrant must not be less than **06 Months**.

**10. Delivery and Documents**

10.1 Delivery of **Fully Automated Chemistry Analyzer Machine and ECG Machine. to DHQ Hospital, Layyah** shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. otherwise it will be rejected.

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

**11. Billing and Payment**

11.1 The Supplier will raise bills to DHQ Hospital, Layyah at the time of delivery of **Fully Automated Chemistry Analyzer Machine and ECG Machine. to DHQ Hospital, Layyah**.

11.2 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.

11.3 The currency of payment is Pak. Rupees.

**12. Prices**

12.1 Prices charged by the Supplier for **Fully Automated Chemistry Analyzer Machine and ECG Machine. to DHQ Hospital,**

**Layyah** delivered under the Contract shall not vary from the price quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

- 13. Contract Amendments** 13.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 14. Assignment** 14.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 15. Delays in the Supplier's Performance** 15.1 Delivery of the **Fully Automated Chemistry Analyzer Machine and ECG Machine. to DHQ Hospital, Layyah** shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements. within 07 days after the purchase order issued otherwise penalty will be imposed of Rs 1000/- per day after due time on the Supplier.
- 15.2 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 Purchaser 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 Purchaser 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.
- 16. Non Supply of PCR Kits and accessories** 16.1 If the Supplier fails to deliver any or all of the **Fully Automated Chemistry Analyzer Machine and ECG Machine. to DHQ Hospital, Layyah** within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, may arrange these **Fully Automated Chemistry Analyzer Machine and ECG Machine.** from open markets at Supplier's risk and the extra amount of expenditure will be deducted from the suppliers payment or Performance Guaranty.
- 17. Termination for Default** 17.1 The Purchaser, 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 **Fully Automated Chemistry Analyzer Machine and ECG Machine.** within the

period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 15; or

- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

17.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, **Fully Automated Chemistry Analyzer Machine and ECG Machine**, similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar **Fully Automated Chemistry Analyzer Machine and ECG Machine**. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**18. Force Majeure** 18.1 Notwithstanding the provisions of GCC Clauses 15, 16, and 17, the Supplier shall not be liable for forfeiture of its performance security, 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.

18.2 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

18.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.

**19. Termination  
for Insolvency**

19.1 The Purchaser 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 Purchaser.

**20. Termination  
for  
Convenience**

20.1 The Purchaser, 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

**21. Resolution of  
Disputes**

21.1 The Purchaser 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.

21.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser 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.

**22. Governing  
Language**

22.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 22, 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.

- 23. Applicable Law** 23.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
- 24. Notices** 24.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's address specified in SCC.
- 24.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 25. Taxes and Duties** 25.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted **Fully Automated Chemistry Analyzer Machine and ECG Machine.** to the Purchaser.
- 26. Liquidated Damages** 26.1 The Purchaser, without prejudice to any other remedy for breach of Contract, may apply liquidated damages in case of late delivery of **Fully Automated Chemistry Analyzer Machine and ECG Machine. to DHQ Hospital, Layyah,** after careful examination of reasons for late delivery.
- 27.1 Grace period of 10 days after 60 days of delivery period will be provided to supplier or firms for delivery of **Fully Automated Chemistry Analyzer Machine and ECG Machine. to DHQ Hospital, Layyah.**
- 27. Grace Period** 27.2 During grace period , no penalty or liquidated damages will be applied.



## Part-II

### Section III. 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 Purchaser is: MS, DHQ Hospital, Layyah.

GCC 1.1 (h)—The Purchaser's country is: Islamic Republic of Pakistan

GCC 1.1 (i)—The Supplier is: Firm responsible for provision of required goods/services.

GCC 1.1 (j)—The Project Site is: DHQ Hospital, Layyah City (Punjab).

#### 2) Country of Origin (GCC Clause 3)

Korea, USA, France, Italy, Germany, Europe

#### 3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be 04% of contract amount i.e.Rs. \_\_\_\_\_ in the shape of non recourse, irrevocable and unconditional bank guarantee from scheduled bank of Pakistan on the prescribed format attached with the bidding document.

#### 4. Delivery and Documents (GCC Clause 10)

GCC 10—, the Supplier shall send bills of supply of **Fully Automated Chemistry Analyzer Machine and ECG Machine.** to authorities of DHQ Hospital, Layyah at the time of delivery of these items. The Supplier should notify the Purchaser the full details of the supply, including **Item Name, Specifications, Unit Price, Quantity and Total price.** The Supplier shall send the following documents to the Purchaser:

- (i) Original Purchase Order
- (ii) Delivery Challan
- (iii) Original Invoice in Triplicate
- (iv) Income Tax Certificate.

## 5. Payment (GCC Clause 11)

GCC 11—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**Payment for Tender for supply of Fully Automated Chemistry Analyzer Machine and ECG Machine. to DHQ Hospital, Layyah supplied:**

Payment shall be made in Pak. Rupees in the following manner:

- (i) **Payment against Delivered Goods:** The supplier shall be paid within thirty (30) days of receipt of the bills.

## 6. Prices (GCC Clause 12)

GCC 12.1—Prices shall be: **Fixed throughout the Contract Period.**

## 7. Resolution of Disputes (GCC Clause 21)

GCC 21.2—the dispute resolution mechanism to be applied pursuant to GCC Clause 21.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.

## 8. Governing Language (GCC Clause 22)

GCC 22.1—The Governing Language shall be: English.

## 9. Applicable Law (GCC Clause 23)

GCC 23.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan and all other applicable rules and regulation regarding purchase and sale of **Fully Automated Chemistry Analyzer Machine and ECG Machine.**

## 10. Notices (GCC Clause 24)

GCC 24.1—Purchaser's address for notice purposes – Medical Superintendent, DHQ Hospital Layyah, College Road, Layyah, Punjab.

**11. Liquidated Damages:**

GCC 26.1-- If the supplier fails to deliver the **Fully Automated Chemistry Analyzer Machine and ECG Machine. to DHQ Hospital, Layyah** within the time stipulated in Delivery schedule then liquidated damages may be applied at following rate, without prejudice to any other remedies to late delivery of **Fully Automated Chemistry Analyzer Machine and ECG Machine. to DHQ Hospital, Layyah** under the contract:

Liquidated damages : 0.078% per day.