

BIDDING DOCUMENT

X-RAY FILMS
FINANCIAL YEAR 2020-2021

SHAIKH ZAYED HOSPITAL, LAHORE

PH: 042-35865731

Ext: 2209, 2243

1.	Tender Enquiry	X-Ray Films
2.	Tender Price	Rs. 3000/= (Non Refundable)
3.	CDR	2% of the quoted price (along with technical bid).
4.	Last date & time of tender receiving	01-12-2020 (10:00AM)
5.	Tender opening date & time	01-12-2020 (11:00AM)
6.	Tender opening Venue	Conference Room (Shaikh Zayed Hospital Lahore).

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INSTRUCTIONS TO BIDDERS

1. **Source of Funds:** The Government of Pakistan, Ministry of National Health Services Regulations & coordination Islamabad will allocate funds to the Shaikh Zayed Hospital Lahore under their relevant head of Account. The Shaikh Zayed Hospital Lahore intends to conclude Annual Rate Contract (extendable for a period of three months or till finalization of the next rate contract, which ever is earlier) for the supply of X-Ray & Dental Films with CR system printers as per specifications on placement basis on Free Delivery to Consignee's end basis.
2. **Eligible bidders:** This Invitation for Bids is open to all Manufacturers and in case of imported goods, Authorized Sole Agents of the Foreign Principal in Pakistan for supply of X-Ray on Free Delivery to Consignee's end basis. The Authorized Sole Agents must possess a valid authorization from the Foreign Principal (Manufacturer in a foreign country. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal / Provincial / District), a Local Body or a Public Sector Organization.
3. **Eligible Goods and Services:** All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For this purpose, the term "Goods" includes any Goods that are the subject of this Invitation for Bids and the term "Services" shall includes related services such as transportation, insurance etc. The "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced through manufacturing or processing, or substantial and major assembly of ingredients / components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
4. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.

THE BIDDING PROCEDURE

5. **Single Stage –Two Envelopes Bidding Procedure shall be applied:**

- i. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal;
- ii. The envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion;
- iii. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- iv. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Procuring Agency without being opened;
- v. The Procuring Agency shall evaluate the Technical Proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
- vi. During the technical evaluation, no amendments in the technical proposal shall be permitted;
- vii. The Financial Proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance;

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- viii. After the evaluation and approval of the technical proposal, the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only.
- ix. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
- x. The bid found to be the lowest evaluated bid shall be accepted, if not in conflict with any other law rules, regulations or policy of the Government of Punjab.

THE BIDDING DOCUMENTS

6. **Content of Bidding Documents:**

i. The goods required, bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents shall include:-

- a. Instructions to bidders;
- b. General Conditions of Contract;
- c. Special Conditions of Contract;
- d. Schedule of Delivery;
- e. Technical Specifications;
- f. Contract Form;
- g. Manufacturer's Authorization Form;
- h. Performance Guarantee Form;
- i. Bid Form;
- j. Price Schedule;
- k. Bid Evaluation Criteria; and
- l. List of Suture Material.

ii. The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed above, the said Bidding Documents shall take precedence.

iii. The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.

iv. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the bidder's risk and may result in the rejection of its bid.

7. **Clarification of Bidding Documents:** A prospective bidder requiring any clarification of the bidding documents may notify the Procuring Agency, in writing at the Procuring Agency's address, indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives not later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective bidders that have received the bidding documents.

8. **Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification



requested by a prospective bidder, may modify the bidding documents by amendment. All prospective bidders that have received the bidding documents shall be notified of the amendment in writing or by phone, and shall be binding on them. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

9. **Language of Bid:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.
10. **Document Comprising the Bid:** The bid comprise the following documents:
- (a) Bid Form and Price Schedule completed in accordance with instructions to bidders (to be submitted along with financial proposal);
 - (b) Documentary evidence established in accordance with instructions to bidders that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
 - (c) Documentary evidence established in accordance with instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the bidding documents;
 - (d) Earnest Money in the shape of "Call Deposit" dully pledged in favour of Administrator Shaikh Zayed Hospital, Lahore furnished as per Tender terms & conditions.
11. **Bid Form & Price Schedule:** The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their specifications, packing, quantity, and prices.
12. **Bid Prices:**
- i. The bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the goods, it proposes to supply under the Contract.
 - ii. Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration / correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red / yellow marker.
 - iii. The prices should be quoted both in words as well as figures.
 - iv. The bidder should quote the prices of goods according to strength / technical specifications as provided in form of price schedule & technical specifications. The specifications of goods, different from the demand of tender enquiry, shall straightway be rejected.
 - v. The bidder is required to offer best competitive prices. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes / duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the

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- Procuring Agency. The Skaikh Zayed Hospital Lahore is exempted from Sales Tax, so quote rates without Sales Tax.
- vi. Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bidder.
- vii. While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.
13. **Bid Currencies:** Prices shall be quoted on **F.O.R.** Basis free delivery to consignee end. State Bank of Pakistan's foreign currency selling rate will be considered from the date of opening of financial bid (LC cases).
14. **Documents Establishing bidder's Eligibility and Qualification:**
- i. The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 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 an eligible as defined under instructions to the bidders
- iii. The documentary evidence (to be submitted along with technical proposal) of the bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:
- (a) The Authorized Sole Agent shall have to produce letter of authorization from Foreign Principal (Manufacturer in a foreign country) and in case of Manufacturer, documentary proof including drug manufacturing license / drug registration certificate to the effect that they are the original manufacturer of the required specifications of goods, shall be provided.
- (b) National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable) with documentary proof shall have to be provided by each bidder in the tender.
- (c) The bidder shall submit an affidavit on legal stamp paper of Rs.100/- that their firm is not blacklisted on any ground by any Government (Federal / Provincial / District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
- (d) The bidder should have minimum one year experience in the market. Similarly, it is mandatory that the item to be quoted by the Authorized Sole Agent of Foreign Principal / Manufacturer should have availability in the market minimum for the last one year. Similarly it is mandatory that the item to be quoted by the Authorized Sole Agent of Foreign Principal / Manufacturer should have been used in different public / private institutions / hospitals. Documentary proofs shall have to be provided in this regard.

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- (e) The bidder is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals.
- (f) The bidder must indicate the drug registration number, make of country of origin / Manufacturer of the drugs, capacity of production of the firm, its financial status, batch capacity, necessary assurance of quality production, GMP/cGMP, and list of qualified technical and supervisory staff working in the production and quality control departments in the manufacturing plants.
- (g) The bidder shall provide a list of plant, major machinery and equipment installed in the factory. In case of imported items, the list of the countries in which the quoted item is available & is in use and the profile / credentials of the foreign Manufacturer shall be provided along with bid.
- (h) The bidder shall provide firms balance sheet, latest tax paid, audit report (if under taken) and at least one year balance statement.
- (i) The bidder shall submit total list of products it supplies in the market. The bidder shall also be responsible for providing up to date list of both public and private hospitals to which it has supplied the quoted item over the last two years along with supply order details.

15. **Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:**

- i. The bidder shall furnish along with Technical Proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the bidder proposes to supply under the Contract.
- ii. The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods offered which a certificate of origin issued by the Manufacturer shall confirm.
- iii. **Submission of samples:**
 - a) The bidder must produce along with technical proposal, six (06) samples of quoted products according to the strength & packing as per technical bid. No technical proposal / bid shall be considered in absence of samples Physician's samples are not allowed in any case.
 - b) The representative sample(s) must be from the most recent stocks, supported by valid warranty as per Drug Act 1976.

16. **Bid Security:** The bidder will submit Earnest Money @ 2% of the estimated cost along with technical bid in the shape of "CDR" duly pledged in favour of

Administrator Shaikh Zayed Hospital, Lahore which will be returned back on submission of 5% bank guarantee / Security on award of contract letter.

17. **Bid Validity:**

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- i. Bids shall remain valid for the period of Six (06) Months after the date of opening of Technical Bid, prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
 - ii. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
 - iii. bidders who,-
 - (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
 - (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities (Earnest Money).
18. **Format and Signing of Bid:**

- i. The bidder shall prepare and submit its bid along with original purchase receipt. The bid shall be typed in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
- ii. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- iii. All bidding documents to be duly attested (signed and stamped) by the authorized person of the company.

SUBMISSION OF BIDS

19. **Sealing and Marking of Bids:**

- i. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
 - a. be addressed to the Procuring Agency at the address given in the Invitation for Bids and;
 - b. bear the name and number indicated in the Invitation for Bids, and shall be inscribed by the wording "DO NOT OPEN BEFORE"
- ii. The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as "non-responsive" or "late".
- iii. If the outer as well as inner envelope is not sealed and marked as required by instructions to bidders, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

20. **Deadline for Submission of Bids:**

Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instructions to bidders, not later than the time



and date specified in the Invitation for Bids. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with instructions to bidders, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

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

22. **Withdrawal of Bids:** The bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instructions to bidders.

OPENING AND EVALUATION OF BIDS

23. **Opening of Bids**

i. The Procuring Agency shall initially open only the envelopes marked "TECHNICAL PROPOSAL" in the presence of bidders/bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign the Attendance Sheet evidencing their attendance. However, the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Procuring Agency without being opened and till completion of the evaluation process.

ii. The bidders' names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

iii. The Procuring Agency shall prepare minutes of the bids opening (technical and financial).

24. **Clarification of Bids:** During evaluation of the bids, the Procuring Agency may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

25. **Preliminary Examination:**

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

ii. In the financial bids (at the time of opening of financial proposal) the arithmetical errors shall be rectified on the following basis.

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If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid shall be rejected, and its bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.

- iii. The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- iv. Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws and Taxes & Duties shall be deemed to be a material deviation for technical proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- v. If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the bidder by correction of the nonconformity.

26. **Evaluation & Comparison of Bids:**

- i. The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to instructions to bidder.
- ii. The Procuring Agency's evaluation of technical proposal / bid shall be on the basis of previous performances, previous performance evaluation comments / reports, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be considered. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instructions to bidders.
- iii. All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents.
- iv. In case of procurement on C&F / CIF basis: for the comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees in pursuant to instruction to bidders. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/National Bank of Pakistan on that date.
- v. A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

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27. **Evaluation Criteria:**

i. For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, previous drugs testing laboratory test / analysis reports, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate shall be taken into consideration. The following evaluation criteria can be applied for the **TECHNICAL PROPOSAL**:

- i) The recommendations of Technical Advisory Committee.
- ii) The firm must have minimum experience of one year, in supply of the relevant product with good performance certificate. The more experience the high marks criteria shall apply.
- iii) Financial status of the firm would be derived from the transactions of bank statement and debt. The minimum financial worth is 150 million. Financially sound party with excellent business record could get higher marks.
- iv) After technical evaluation is completed, the Procuring Agency shall simultaneously notify the bidders the date, time and location for opening the financial proposals. Bidder's attendance at the opening of financial proposals is optional.
- v) Financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders shall be read aloud. The financial proposal of the bidders who qualified technical evaluation shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened and the quoted price read aloud and recorded.

28. **Contacting the Procuring Agency:** No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing. Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the bidder's bid. Canvassing by any bidder at any stage of the Tender evaluation is strictly prohibited. Any infringement shall lead to disqualification.

29. **Qualification & disqualification of bidders:** The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by firm was false and materially inaccurate or incomplete.

30. **Rejection of Bids:** The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds. The Procuring Agency incurs no liability, solely towards bidders who have submitted bids. Notice of the rejection of any or all bids shall be given promptly to the concerned bidders that submitted bids.

No Offer will be Considered if it:

- i. Is received after the date & time fixed for its receipt.
- ii. Is unsigned.

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- iii. Is conditional
 - iv. Is given by a firm black listed, suspended or removed from the approved list of the Health Department Government of Punjab, Autonomous Health Institutions or by the Federal Health Ministry.
 - v. Is received with a validity period shorter than that required in the tender inquiry.
 - vi. Does not conform to general conditions of the tender inquiry.
 - vii. Is received without earnest money as specified in tender.
31. **Re-Bidding:** If the Procuring Agency rejected all bids, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement under PPRA Rules 2004 (amended). The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.
32. **Announcement of Evaluation Report:** The Procuring Agency shall declare the results of bid evaluation prior to the award of procurement contract.

AWARD OF CONTRACT

33. **Acceptance of Bid and Award criteria:** The bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Provincial Government, shall be awarded the Contract, within the original or extended period of bid validity.
34. **Procuring Agency's right to vary quantities at time of award:** The Procuring Agency reserves the right at the time of Rate / Running Contract's award to increase or decrease, the quantity of goods originally specified in the Price schedule and Schedule of Requirements without any change in unit price or other terms and conditions. Quantity of requisite/ Advertised Stores can be increased or decreased in best interest of the institution as per demand by the end user.
35. **Negotiations:** The bidders shall quote minimum and competitive rates. Save as otherwise provided there shall be no negotiations with the bidder having lowest evaluated bid or with any other bidder; provided that the extent of bidding permissible shall be subject to the regulations issued by PPRA.
36. **Notification of Award:**
- i. Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
 - ii. The notification of award shall constitute the formation of the Contract.
37. **Signing of Contract:**
- i. At the same time as the Procuring Agency notifies the successful bidder that its bid has been accepted, the Procuring Agency shall send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.
 - ii. Both the successful bidder and the Procuring Agency shall sign with date the Contract on the legal stamp paper. Thereafter, the Procuring Agency shall issue Purchase Order. If the successful bidder, after completion of all codal Formalities shows inability to sign the

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Contract then the firm shall be blacklisted minimum for two years. In such situation, the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.

38. Performance Guarantee / Security:

- i. On the date of signing of Contract, the successful bidder shall furnish the Performance Guarantee / Security in accordance with the Conditions of Contract, in the Performance Guarantee / Security Form provided in the bidding documents. The Performance Guarantee will be 5% of the contract amount. The performance shall be deposited in the shape of call deposit.
- ii. Failure of the successful bidder to comply with the requirement of instructions to the bidders shall constitute sufficient grounds for the annulment / termination of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.

39. Schedule of Requirement: The supplies shall be delivered within 30 days w. e. f the next date after the date of issue of Purchase Order without penalty. In case of late delivery of goods beyond the Delivery Period specified in the Purchase Order, penalty @ 0.067% per day of the cost not exceeding 10% of the purchase order value for late delivered supply shall be imposed upon the supplier, 2% penalty will be imposed one time to the supplier in case on non-supplied items.

40. Corrupt or Fraudulent Practices:

- a. The Procuring Agency requires that the Procuring Agency as well as bidders/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency defines, for the purposes of this provision, the terms set forth below as follows:
 - I. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution; and
 - II. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
- b. shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;
- c. shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Contract.

GENERAL CONDITIONS OF CONTRACT

1. Definitions: In this Contract, the following terms shall be interpreted as indicated against each;



- a. **"The Rate Contract"** is a contract for the supply of stores at specified rates during the period covered by the contract. No quantities are mentioned in the Rate Contract and the successful bidder is bound to accept any order which may be placed upon him at the rates specified within the period of the contract. The Rate Contract may be concluded with one or more contractors.
- b. **"The Running Contract"** is a contract for the supply of an approximate quantity of stores at specified price during period of contract. The approximate requirements of a number of indenters for the period in question are combined by the Procuring Agency. The running contract also provides that any of these indenters may demand his requirement at any time or at specified period during the currency of the contract. The ordinary period of the Currency of the Rate or Running Contracts shall be One Year (Extendable) from the date of issuance of the Award Letter, either direct from the firm or by indent on the same Procuring Agency.
- c. **"The Contract"** means the agreement between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- d. **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- e. **"The Goods"** means Suture Material which the Supplier is required to supply to the Procuring Agency under the Contract.
- f. **"The Services"** means those services ancillary to the supply of goods, such as printing of special instructions on the label and packing, design, logo, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.
- g. **"The Procuring Agency"** means the Shaikh Zayed Hospital Lahore working under the administrative control of Government of the Punjab Health Department.
- h. **"The Supplier"** means the individual or firm supplying the goods under this Contract.

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

3. **Country of Origin:** All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited

to such goods and services. For the purposes of this clause, "origin" means the place where the goods are produced through manufacturing or processing, or the place from which the related services are supplied.

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

5. **Use of Contract Documents and Information:**

- i) The Supplier shall not disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring

- Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.
- ii) The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in condition of contract except for purposes of performing the Contract.
 - iii) Any document, other than the Contract itself, enumerated in condition of contract shall remain the property of the Procuring Agency and shall be returned if so required by the Procuring Agency.
 - iv) The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier.
6. **Patent Rights:** The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
7. **Submission of Samples:** The Supplier shall provide six (06) samples (free of cost) of the quoted product to the Procuring Agency.
8. **Ensuring intimation of storage arrangements:** To ensure storage arrangements for the intended supplies, the Supplier shall inform the Consignee one week in advance.
9. **Inspections and Test / Analysis**
- i) The Procuring Agency or its representative shall have the right to inspect and / or to test the goods to confirm their conformity to the specifications of the contract at no extra cost to the Procuring Agency.
 - ii) The inspection committee constituted by the Consignee shall inspect the quantity and specifications of goods after receipt of standard quality report from Drug Testing Laboratory concerned. The cost of Laboratory Test shall be born by the supplier.
 - iii) The supplier will be responsible for free replacement of stocks if the same is not found to be of the same specifications as required in the Invitation of Bids / substandard / spurious / misbranded / expired. Moreover, it will replace the unconsumed expired stores without any further charges.
 - iv) The Procuring Agency's right to inspect & test and, where necessary, reject the goods after the arrival at Procuring Agency's destinations 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.
 - v) Nothing in General Conditions of Contract shall in any way release the Supplier from any warranty or other obligations under this Contract.
10. **Delivery and Documents:** The Supplier in accordance with the terms specified in the Bidding Documents shall make delivery of the goods. The details of documents to be furnished by the Supplier are specified in Special Conditions of the Contract.
11. **Insurance:** The goods supplied under the Contract shall be delivered duty paid.

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12. **Transportation:** The Supplier shall arrange such transportation / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to their destination. The goods shall be delivered on the risk and cost of the Supplier. All taxes shall be borne by the Supplier. Transportation including loading / unloading of goods shall be arranged and paid for by the Supplier.
13. **Incidental Services:** The Supplier shall be required to provide the incidental services as specified in Special Conditions of the Contract and the cost of which should include in the total bid price.
14. **Payment:** The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Special Conditions of the Contract. The currency of payment is Pak Rupees which will be paid after satisfactory report by the Inspection Committee for free delivery at consignee end. In case of import cases the payment will be made 100% via establishing the LC at sight and receiving shipping documents/ Bill of landing, Insurance, Inspection certificate of the manufacturer, country of origin, compliance of International standards of quality as per bid as per INCOTERMS.
15. **Prices:** Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.
16. **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
17. **Subcontracts:** The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract.
18. **Delays in the Supplier's Performance:** Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods; the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as possible after the 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 Procuring Agency by amendment of Contract. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
19. **Penalties / liquidated Damages:** In case of late delivery beyond the presented period, penalty as specified in Special Conditions of Contract shall be imposed upon the Supplier. The above Late Delivery (LD) is subject to General Conditions of Contract including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of



the Contract. In case of supply of substandard product destruction cost will be borne by the firm i.e. Burning, Dumping and Incineration. If the firm provides substandard item and fail to provide the item the payment of risk purchase (which will be purchased by the Consignee) the price difference shall be paid by the Firm.

20. **Termination for Default:** The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part, if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency; or if the Supplier fails to perform any other obligation(s) under the Contract and if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
21. **Force Majeure:** Notwithstanding the provisions of general conditions of contract the Supplier shall not be liable for forfeiture of its Performance Guaranty / bid Security, or termination / blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargos. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of Shaikh Zayed Hospital Lahore, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
22. **Termination for Insolvency:** The Procuring Agency may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.
23. **Arbitration and Resolution of Disputes:** The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been



unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Secretary Health or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties

24. **Governing Language:** The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.
25. **Applicable Law:** This contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
26. **Notices**
- 1 Any Notice given by one party to the other pursuant to this contract shall be sent to the other party in writing and confirmed to other party's address specified in Special Conditions of Contract.
 - 2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

SPECIAL CONDITION OF CONTRACT

1. **Definitions:**
- i. **"The Bid"** means a tender, or an offer, in response to an invitation, by a person, consultant, firm, company or an organization expressing his or its willingness to undertake a specified task at a price;
 - ii. **"The Bidder"** means a person who submits a bid;
 - iii. **"The Contractor:** means a person, consultant, firm, company or an organization who undertakes to supply goods, services or works; and
 - vi. **"The Lowest Evaluated Bid"** means,-
 - (a) a bid most closely conforming to evaluation criteria and other conditions specified in the bidding document; and
 - (b) having lowest evaluated cost.
2. **Country of Origin:** All goods and related services to be supplied under the contract must be from that origin / country as indicated under general conditions of the contract.
3. **Performance Guarantee / Security:** After signing of contract, the successful bidder shall furnish the Performance Guarantee / Security on the legal stamp paper equivalent to 5% of the total Contract amount from any of the scheduled banks in accordance with the conditions of the tender inquiry on the prescribed format.
4. **Delivery and documents:** The Supplier shall provide the following documents at the time of delivery of goods to consignee for verification and onward submission to quarters concerned, duly completed in all respect for payment.



- (i) Original copies of Delivery Note / Challan (in duplicate) showing name of destination to which delivery is to be made, item's description, batch No(s), registration number manufacturing & expiry date & quantity (where applicable).
- (ii) Original copies of the Supplier's invoices (in duplicate) showing warranty, name of Procuring Agency / destination to which delivery is to be made, item's description, Batch No(s), manufacturing & expiry date (where applicable), quantity, per unit cost, and total amount.
- (iii) Original copies of the Sales Tax Invoices (where applicable) in duplicate showing name of destination to which delivery is to be made, item's description, quantity, per unit cost (without GST), amount of GST and total amount with GST.

5.

Payment:

- a. The Payment shall be in Pak Rupees.
- b. The payment shall be made to the Supplier on receipt of original delivery challan(s) and invoice(s) including those of GST (if applicable) in duplicate duly completed in all respect and signed & stamped by the store officer / signed and stamped by Consignee, along with physical inspection report, carried out by the Committee, with certificate and test / analysis report to the effect that the supplies conform to specifications.
- c. In case of import cases the payment will be made 100% via establishing the LC 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 bid as per INCOTERMS. All the charges of transportation, loading, unloading, cold chain maintenance etc will be borne by the supplier as mentioned in detail in general conditions of the contract. Any other charges amendments / extensions in LC will be to account of supplier
- d. The laboratory test / analysis charges of sample either against the tender or bulk supplies shall be borne by the supplier.

6.

Price Reasonability Certificate: The bidder shall submit a certificate to the effect that the quoted prices are reasonable and are not more than the prices quoted in other Government / Autonomous Institutions, etc. In case of over pricing / overcharging detected at any stage, the overcharged amount shall be refunded to Shaikh Zayed Hospital Lahore

7.

Penalties/ Liquidated Damages:

- a. In case where the deliveries as per contract are not completed within the time frame specified in the schedule of requirement, the Contract to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. No supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non-delivered portion of supplies of relevant item shall be forfeited and the firm shall be blacklisted minimum for a period of one year. If the firm fails to supply the whole installments, the







entire amount of Bid Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for a period of two year.

b. In case of late delivery of goods beyond the periods specified in the schedule of requirements, penalty @ 2% per month, 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.

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

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

10. **Applicable Law:** This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction. The Administrator reserves the right to accept or reject any or all offers without assigning any reason.


ADMINISTRATOR
Shaikh Zayed Hospital Lahore

Note:

All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the PPRA Rules, 2004 (Amended).

CERTIFICATE (MUST BE PROVIDED ON STAMP PAPER RS:100)

We M/s. _____ are not
suspended/black listed/defaulters of any Government / Autonomy Institution at any time.
In case of any violation on any terms and conditions, our security/call deposit may be
forfeited and we shall not challenge it in any court of Law.

Moreover we also confirm that the prices quoted in Shaikh Zayed Hospital,
Lahore are not more than the prices quoted in other Government/Autonomy Institution.
In case of any over pricing we shall be bound to refund that to the institution in the best
interest of the Government/Hospital. We also confirm to abide by all the terms and
conditions laid down in the Tender inquiry of time-to-time changed by the Government.

SIGNATURE _____

STAMP _____

BIO DATA OF THE PARTICIPATING FIRM

1- Name of the firm _____

2- Name of the authorized
Representative _____

3- C.N.I.C. No. _____

4- Registration No. with the Sale Tax Department _____

5- Income Tax No.(NTN) _____

6- Call Deposit No. & Date _____

7- Complete Address: _____

8- Lahore Office Phone, Cell & Fax No. _____

Note: A soft copy of the Technical Bid has been provided along with bidding documents.

PERFORMANCE GUARANTEE/ SECURITY FORM

To: The Administrator,
Shaikh Zayed Hospital,
Lahore.

Whereas M/S _____ (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. _____ dated _____ to supply [description of goods] (hereinafter called "the Contract").

And whereas, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 5% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

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

This guarantee is valid until the _____ day of _____ 2021,

Signature and Seal of the Guarantors/ Bank

Address _____

Date _____

MANUFACTURER / SOLE AGENT OF FOREIGN PRINCIPAL AUTHORIZATION FORM

To:

The Administrator,
Shaikh Zayed Hospital,
Lahore

WHEREAS *[name of the Manufacturer]* who are established and reputable Manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against No. *[reference of the Invitation to Bid]* for the goods manufactured by us. We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

-[Signature for and on behalf of Manufacturer]

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

CONTRACT FORM

THIS CONTRACT is made at -----on----- day of----- 2020, between the Administrator Shaikh Zayed Hospital Lahore (hereinafter referred to as the "Procuring Agency") of the First Part; and M/s (firm name) a firm registered under the laws of Pakistan and having its registered office at (address of the firm) (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Procuring Agency invited bids for procurement of goods, in pursuance where of M/s (firm name) being the Manufacturer/ Sole Agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of (item name) cost per unit,

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General/ Special Conditions of this Contract hereinafter referred to as "Contract":
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
 - a. Price Schedule submitted by the bidder,
 - b. Technical Specifications;
 - c. General Conditions of Contract;
 - d. Special Conditions of Contract; and
 - e. Procuring Agency's Award of contract; and
 - f. Purchase Order
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. The Supplier hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
6. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the

procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.

7. *The Supplier*] certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

8. *The Supplier*] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be void ab initio at the option of Procuring Agency.

9. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Supplier]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Supplier]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.

10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Secretary Health or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

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

12. If the firms provide substandard item and fail to provide the item the payment of risk purchase, the price difference shall be paid by the Firm

13. In case of supply of stocks are not of required quality the destruction cost will be borne by the firm i.e Burning, Dumping and Incineration.

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

SIGNED/ SEALED BY THE MANUFACTURER/ AUTHORIZED PERSON	SIGNED/ SEALED BY PROCURING AGENCY
1 _____	1 _____

BID FORM

To:

The Administrator,
Shaikh Zayed Hospital,
Lahore.

Date: _____
No. _____

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the supply and deliver the goods specified in and in conformity with the said Bidding Documents for the sum of [Total Bid Amount _____], [Bid Amount in words _____] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements. If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of Five Percent of the Contract Price for the due performance of the contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of [number] days from the date fixed for bid opening under instruction to the 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.

We understand that the Procuring Agency is not bound to accept the lowest or any bid, Procuring Agency may receive. 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, as per detail given below:

Name and address of agent -----
(if none, state "none")."

Amount -----

Dated this _____ day of _____ 2020

Signature (in the capacity of)

-Duly authorized to sign bid for and on behalf of.

Attachment

**PRICE SCHEDULE FOR &
X-RAY FILMS ON FOR AND OR CIF BASIS**

-Name of bidder _____ No. _____

#	ITEM	ACCOUNTING UNIT	QUANTITY REQUIRED	UNIT PRICE	TOTAL COST
1					
2					

Sign and Stamp of bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

=====

SCHEDULE OF REQUIREMENT FOR X-RAY FILMS WITH CR SYSTEM PRINTERS AS PER SPECIFICATIONS ON PLACEMENT BASIS

The supplies shall be delivered within delivery date with effect from the next date after date of issue of Purchase Order (without penalty), and with prescribed penalty, as per following schedule of requirements:-

MODE OF PENALTY	DELIVERY PERIOD
Without penalty	As demanded by procuring agency



SHAIKH ZAYED HOSPITAL

LAHORE = 54600

DEPARTMENT OF RADIOLOGY

Ref. # RAD/1846/2020

Dated: 03-11-2020

REQUIREMENT OF X - RAY FILMS FOR RADIOLOGY & DENTAL DEPARTMENT FOR ONE YEAR (2020 - 2021)

REQUIRED X - RAYS FILMS FOR PER YEARS (APPROXIMATE QTY).
Cost of Films with as per specification given below by the Radiology Department / as per sample

Sr. #	Description	Specifications	Qty. Required (approximate)
01.	Dry LASER Films/ Dry THERMAL Films	08" x 10" or Equivalent With Envelopes = 80 Grams Fine Papers	60000 Films Nos Approximate
02.	Dry LASER Films/ Dry THERMAL Films	10" x 12" or Equivalent With Envelopes = 80 Grams Fine Papers	70000 Films Nos Approximate
03.	Dry LASER Films/ Dry THERMAL Films	14" x 17" or Equivalent with Folder = 300 Grams Imported Craft Paper	40000 Films Nos Approximate
04.	Dental X - Ray Films	for Dental X - Ray 03 cm X 04 cm.	8000 Films Nos Approximate
05.	Films for OPG	8"x10" or Equivalent Green Sensitivity Film	500 Films Nos Approximate
06.	Films for OPG	6"x12" or Equivalent As per sample (Carve cassata in use) Green Sensitivity Film	500 Films Nos Approximate
07.	Developer Liquid	For Dental OPD	200 Liters
08.	Fixer Liquid	For Dental OPD	200 Liters

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NOTE:-

The successful Bidder will be responsible to provide Latest CR System, DR Detectors (available on website) and LASER and THERMAL Imagers on PLACEMENT BASES as per attached Specifications given by Radiology Department

SPECIFICATION FOR CR AND DR SYSTEM WITH PRINTERS
MAIN RADIOLOGY DEPARTMENT

1. CR system Comprises of the following Modules

- a. Image Reading system (Digitalize)
- b. Image recording System (Cassettes & Image plates)
- c. CR Console for indemnification and Image Processing
- d. Dry imager with LASER / THERMAL Printing Technology

IMAGE READING SYSTEM (DIGITIZER)

- a. The Digitizer should be able to process 80 or more IPs of 14"x17" size per hour
- b. Should have the Drop & Go (Buffer) facility for 02 or more Cassettes to enhance Work flow
- c. Should be capable to handle both phosphor imaging plates and special needle Structural Imaging Plates
- d. Image acquisition should not be less than 16 bits and 12 bits for post processing
- e. Must have 6,10 & 20 pixels / mm sampling frequency
- f. The system and software application both should be FDA and CE approved for General Radiography and Mammography
- g. LCD/LED indicator showing Machine status and Error conditions

Image Recording System(Cassettes & Imaging Plates)

The Digitizer should support following CR cassettes with rigid IPs

- a. 14 x 17" CR Cassettes with Phosphor Imaging Plates
- b. 14 x 14" CR Cassettes with Phosphor Imaging Plates
- c. 10 x 12" CR Cassettes with Phosphor Imaging Plates
- d. 08 x 10" CR Cassettes with Phosphor Imaging Plates

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CR Console for Identification and Imaging Processing (01 Unit) (One Unit)

1. Manufacturer's recommended workstation (CPU + Medical Grade LED) with Software Licenses to manage the post Processing of GenRad & Mammography exams
2. Should have connectivity with HIS and PACS
3. Capable of Data Management through CD/DVD, external HDD and USB etc.

Dry Imager with LASER / THERMAL Printing Technology

- a. DICOM 3.0 compatible LASER and THERMAL printer with 2 Online Drawers. (One 01 Unit)
- b. Connectivity with Multiple Modalities.
- c. 508 dpi or more resolution for all Formats
- d. Capable to print 08"x10", 10"x12", 11"x14", 14"x14" and 14"x17" size Dry Films / Laser Films
- e. Printing speed must be 70 or more films / hour, of 14x17" size per hour. 36 Sec. per sheet of large size or more
- f. DICOM 3.0 compatible LASER / THERMAL printer with 01 Online Drawers. (03 Units). (For CT & MRI).

Cassettes and IP for Main Radiology Department

Sr. #	Description	Specifications	Qty. Required (approximate)
01.	Cassettes with IPs	14" x 17" or Equivalent	05 NOs
02.	Cassettes with IPs	14" x 14" or Equivalent	05 NOs
03.	Cassettes with IPs	10" x 12" or Equivalent	05 NOs
04.	Cassettes with IPs	08" x 10" or Equivalent	05 NOs
05.	Cassettes with IPs (Mammogram)	10" x 12" or Equivalent	10 NOs

NOTE:-

The successful Bidder will be responsible for complete Service & Maintenance of the supplied equipment's FREE of COST with 0% DOWN TIME

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DR DETECTORS

- a. 2 X Brand New 35 X 43 Cm Digital Flat Panel Detector
- b. CSL Scintillator for higher DQO and reduced dose
- c. 150um or better resolution
- d. Image Preview in 3 – 4 Seconds and full resolution display in 11 – 13 Seconds
- e. DR Console with Medical application Software Licenses for patient identification, Image acquisition and post processing.
- f. Should have connective with HIS and PACS

NOTE:-

The successful Bidder will be responsible for FREE of COST complete Service & Maintenance of the supplied equipment with 0% DOWN TIME

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Jalal *Sauwal*







OPD

DR DETECTORS

- 2 X Brand New 35 X 43 Cm Digital Flat Panel Detector
- CSL Scintillator for higher DQO and reduced dose
- 150um or better resolution
- Image Preview in 3 – 4 Seconds and full resolution display in 11 – 13 Seconds
- DR Console with Medical application Software Licenses for patient identification, Image acquisition and post processing.
- Should have connective with HIS and PACS

DRY IMAGER WITH LASER / THERMAL PRINTING TECHNOLOGY

- Brand new DICOM 3.0 compatible LASER / THERMAL printer with two (02) Online Drawers.
(One Unit)
- Connectivity with multiple Modalities
- 508 dpi or more resolution for all Formats
- Capable to print 08"x10", 10"x12", 11"x14", 14"x14", & 14"x17" size Dry LASER / THERMAL Films
- Printing speed must be 70 or more films of 14"x17" size per hour

NOTE:-

The successful Bidder will be responsible for FREE of COST complete Service & Maintenance of the supplied equipment with 0% DOWN TIME

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A / E Department SPECIFICATION FOR CR AND DR SYSTEM WITH PRINTERS IMAGE READING SYSTEM CR (DIGITIZER)

- a. The Digitizer should be able to process 80 or more IPs of 14"x17" size per hour.
- b. Should have the Drop & Go (Buffer) facility for 02 or more Cassettes to enhance work flow.
- c. Should be capable to handle both phosphor imaging plates and special needle Structural Imaging Plates.
- d. Image acquisition should not be less than 16 bits and 12 bits for post processing
- e. Must have 6, 10 & 20 pixels/mm sampling frequency
- f. The system and software application both should be FDA and CE approved for General Radiography and Mammography
- g. LCD/LED indicator showing Machine status and Error conditions.

Dry Imager with LASER / THERMAL Printing Technology

- a. DICOM 3.0 compatible LASER / THERMAL printer with 2 Online Drawers. (One 01 Unit)
- b. Connectivity with Multiple Modalities
- c. 508 dpi or more resolution for all Formats
- d. Capable to print 08"x10", 10"x12", 11"x14", 14"x14" and 14"x17" size Dry Thermal Films / Laser Films
- e. Printing speed must be 70 - 100 films / hour, of 14x17" size per hour. 36 Sec. per sheet of large size or more
- f. The Digitizer should be able to process 80 or more IP/hours of 14"x17" size/hour
- g. LCD/LED indicator showing Machine Status Error Conditions

Image Recording System (Cassettes & Imaging Plates)

- a. 14 x 17" CR Cassettes with Phosphor Imaging Plates
- b. 14 x 14" CR Cassettes with Phosphor Imaging Plates
- c. 10 x 12" CR Cassettes with Phosphor Imaging Plates
- d. 08 x 10" CR Cassettes with Phosphor Imaging Plates

Cassettes and IP for A/E Radiology Department

Sr. #	Description	Specifications	Qty. Required (approximate)
01.	Cassettes with IPs	14" x 17" or Equivalent	05 NOs
02.	Cassettes with IPs	14" x 14" or Equivalent	05 NOs
03.	Cassettes with IPs	10" x 12" or Equivalent	05 NOs
04.	Cassettes with IPs	08" x 10" or Equivalent	05 NOs

NOTE:-

The successful Bidder will be responsible for complete Service & Maintenance of the supplied equipment's FREE of COST with 0% DOWN TIME

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A / E Department
SPECIFICATION FOR CR AND DR SYSTEM WITH PRINTERS
IMAGE READING SYSTEM CR (DIGITIZER)

- a. The Digitizer should be able to process 80 or more IPs of 14"x17" size per hour.
- b. Should have the Drop & Go (Buffer) facility for **02 or more** Cassettes to enhance work flow.
- c. Should be capable to handle both phosphor imaging plates and special needle Structural Imaging Plates.
- d. Image acquisition should not be less than 16 bits and 12 bits for post processing
- e. Must have 6, 10 & 20 pixels/mm sampling frequency
- f. The system and software application both should be FDA and CE approved for General Radiography and Mammography
- g. LCD/LED indicator showing Machine status and Error conditions.

Dry Imager with LASER / THERMAL Printing Technology

- a. DICOM 3.0 compatible LASER / THERMAL printer with 2 Online Drawers. (One 01 Unit)
- b. Connectivity with Multiple Modalities
- c. 508 dpi or more resolution for all Formats
- d. Capable to print 08"x10", 10"x12", 11"x14", 14"x14" and 14"x17" size Dry Thermal Films / Laser Films
- e. Printing speed must be 70 - 100 films / hour, of 14x17" size per hour. 36 Sec. per sheet of large size or more
- f. The Digitizer should be able to process 80 or more IP/hours of 14"x17" size/hour
- g. LCD/LED indicator showing Machine Status Error Conditions

Image Recording System (Cassettes & Imaging Plates)

- a. 14 x 17" CR Cassettes with Phosphor Imaging Plates
- b. 14 x 14" CR Cassettes with Phosphor Imaging Plates
- c. 10 x 12" CR Cassettes with Phosphor Imaging Plates
- d. 08 x 10" CR Cassettes with Phosphor Imaging Plates

Cassettes and IP for A/E Radiology Department

Sr. #	Description	Specifications	Qty. Required (approximate)
01.	Cassettes with IPs	14" x 17" or Equivalent	05 NOs
02.	Cassettes with IPs	14" x 14" or Equivalent	05 NOs
03.	Cassettes with IPs	10" x 12" or Equivalent	05 NOs
04.	Cassettes with IPs	08" x 10" or Equivalent	05 NOs

NOTE:-

The successful Bidder will be responsible for complete Service & Maintenance of the supplied equipment's FREE of COST with 0% DOWN TIME

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DR DETECTORS

- a. 2 X Brand New 35 X 43 Cm Digital Flat Panel Detector
- b. CSL Scintillator for higher DQO and reduced dose
- c. 150um or better resolution
- d. Image Preview in 3 – 4 Seconds and full resolution display in 11 – 13 Seconds
- e. DR Console with Medical application Software Licenses for patient identification, Image acquisition and post processing.
- f. Should have connective with HIS and PACS

DRY IMAGER WITH LASER / THERMAL PRINTING TECHNOLOGY

- a. Brand new DICOM 3.0 compatible LASER / THERMAL printer with two (02) Online Drawers.
(One Unit)
- b. Connectivity with multiple Modalities
- c. 508 dpi or more resolution for all Formats
- d. Capable to print 08"x10", 10"x12", 11"x14", 14"x14", & 14"x17" size Dry LASER / THERMAL Films
- e. Printing speed must be 70 or more films of 14"x17" size per hour

NOTE:-

The successful Bidder will be responsible for FREE of COST complete Service & Maintenance of the supplied equipment with 0% DOWN TIME

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KNOCK OUT CLAUSES

Sr. #	KNOCK OUT CLAUSES	YES	NO
1.	Original receipt for purchase of the Tender.		
2.	2% CDR as per Bid Price of Tender with the Financial Bid but a photo copy with Technical Bid		
3.	The BIDDER will provide a valid Sole Agency or Distribution ship authorization letter/certificate which should be duly attested by the embassy of Pakistan in the Principal's country.		
4.	The Certificate of the Manufacturer that the Equipment placed / Installed by the Bidder against this tender will be latest Model, (available on manufactures website).		
5.	Certificate from the Manufacturer / Principle that complete, Maintenance and back up support / Supply shall be provided jointly with the local Sole Agent and in case of change of local Sole Agent provision of services shall be sole responsibility of the Manufacturer / Principle through his local or International sources.		
6.	List of Leading Government Teaching Hospital in Pakistan, & in Market (Leading Private Institutions / Diagnostic Centers by the BIDDER especially in Lahore, documentary proof must require) The Committee may ask for the Demonstration of the respected Product and to visit the Reference Sits.		
7.	The Country of Manufacturer of the Quoted Product / Films must be USA, Europe & Japan.		
8.	Acceptance of the Terms and Condition, Tender Documents dully signed & stamped.		
9.	Company Profile including Engineering and Managerial Capability of the BIDDER		
10.	An Affidavit on stamp paper of Rs.100/- submitting following clauses, that the maintenance of equipment and replacement of defective parts under warranty shall be done, till the end of the contract		
11.	The bidder must have local office in Lahore with proper workshop facility and manufacturer trained engineers.& a Trained Engineer / Technician must be depute on site for 0% Down Time cover		
12.	Supplier will attach all relevant papers (GST/ PST certificate .NTN, Professional Tax Certificate proof of importing films or related equipment by the bidder on its name during current financial year, distribution certificate) as asked for with the bid as documentary evidence. Each page should be signed and stamped by the supplier.		
13.	The Successful Bidder will be responsible to PROVIDE CR SYSTEM, DR DETECTORS and IMAGERS on PLACEMENT BASIS with 0% Down Time form the same manufacturer as per requirement and Specifications given by the Department of Radiology.		

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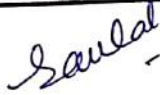
Terms & Conditions for the Bidders

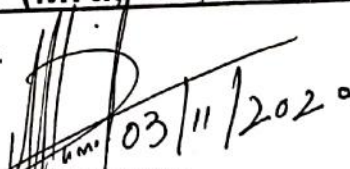
1. The Successful Bidder will be responsible to PROVIDE CR SYSTEM, DR DETECTORS and IMAGERS on PLACEMENT BASIS as per requirement and Specifications given by the Department of Radiology.
2. The successful Bidder must be supply DR System & CR System for overall Department of Radiology BRANDED.
3. The Bidders must be quoted rates of DR Detectors and CR System of X Ray Films.
4. The Successful Bidder will be responsible to PROVIDE COMPLETE SERVICE & MAINTENANCE with all PARTS ACCESSORIES of the PROVIDED CR / DR SYSTEMS, PRINTERS with 0% DOWN TIME for the WHOLE TIME OF THE CONTRACT.
5. The Successful Bidder will be responsible to PROVIDE a CR as a BACK UP UNIT for A/E Department
6. The Successful Bidder will be responsible to PROVIDE BRAND NEW CASSETTES as per requirement given by the Department of Radiology
7. The Successful Bidder will be responsible to install the Equipment within the Sixty (60) Days after the receiving of the Award Letter.
8. The Administrator / HOD reserve the rights to cancel the running Contract subject to the Performance of the Supplier at any stage of the Contract.
9. The Successful Bidder will be responsible to PROVIDE OPERATING, SERVICE / TECHNICAL MANUALS, Software Program. (Hard & Soft Copy with CDs / DVDs)
10. The Successful Bidder will be responsible to PROVIDE OPERATING, MAINTENANCE and BASIC TROUBLE SHOOTING TRAINING to the Biomedical Engineering Staff.


NOTE:-


The successful Bidder will be responsible for Printing MRI/CT Films sticker departmental instruction paper (MRI, CT, IVU and Bariums) and CT, MRI request history forms.


SALEEM AKHTAR
Chief Tech. Radiology


DR. SAULAT SARFRAZ
Associate Prof. &
Head of Radiology Department


TAHIR HANIF CHEEMA
O/I Department of Biomedical
03/11/2020


DR. FAZAL UR REHMAN KHAN
Associate Prof. Urology
Head of Department Biomedical Engg.


DR. AFAQ AGHA
Head of Pharmacy/Medical Store
04/Nov 2020


DR. ASHTAR ALI ZADI
Dy. Administrator (Med)