

**TERMS & CONDITION FOR LAB KITS & CHEMICALS, BLOOD BANK, NUCLEAR
MEDICINE AND CSSD ITEMS
FINANCIAL YEAR 2021-2022.**

FAISALABAD INSTITUTE OF CARDIOLOGY, FAISALABAD.

Tender No. -----


Time & Date of Receipt of bids. -----

Time & Date of Opening of bids. -----

Where, The Medical Superintendent intends to procure goods, items, Stocks and services by calling open tenders from the interested vendors, supplier, dealers, and manufacturers. Now the Medical Superintendent, Faisalabad Institute of Cardiology, Faisalabad. (hereinafter also referred as the "Purchase") invites sealed bids from the eligible bidders for the supply of goods, stocks and services, as per the schedule of Technical specifications annexed of this invitation to the tenders and subject to the conditions as laid down in this bid document, in accordance with the provisions of the Punjab Procurement rules (PPRA), 2014 and amended upto 02.03.2017.

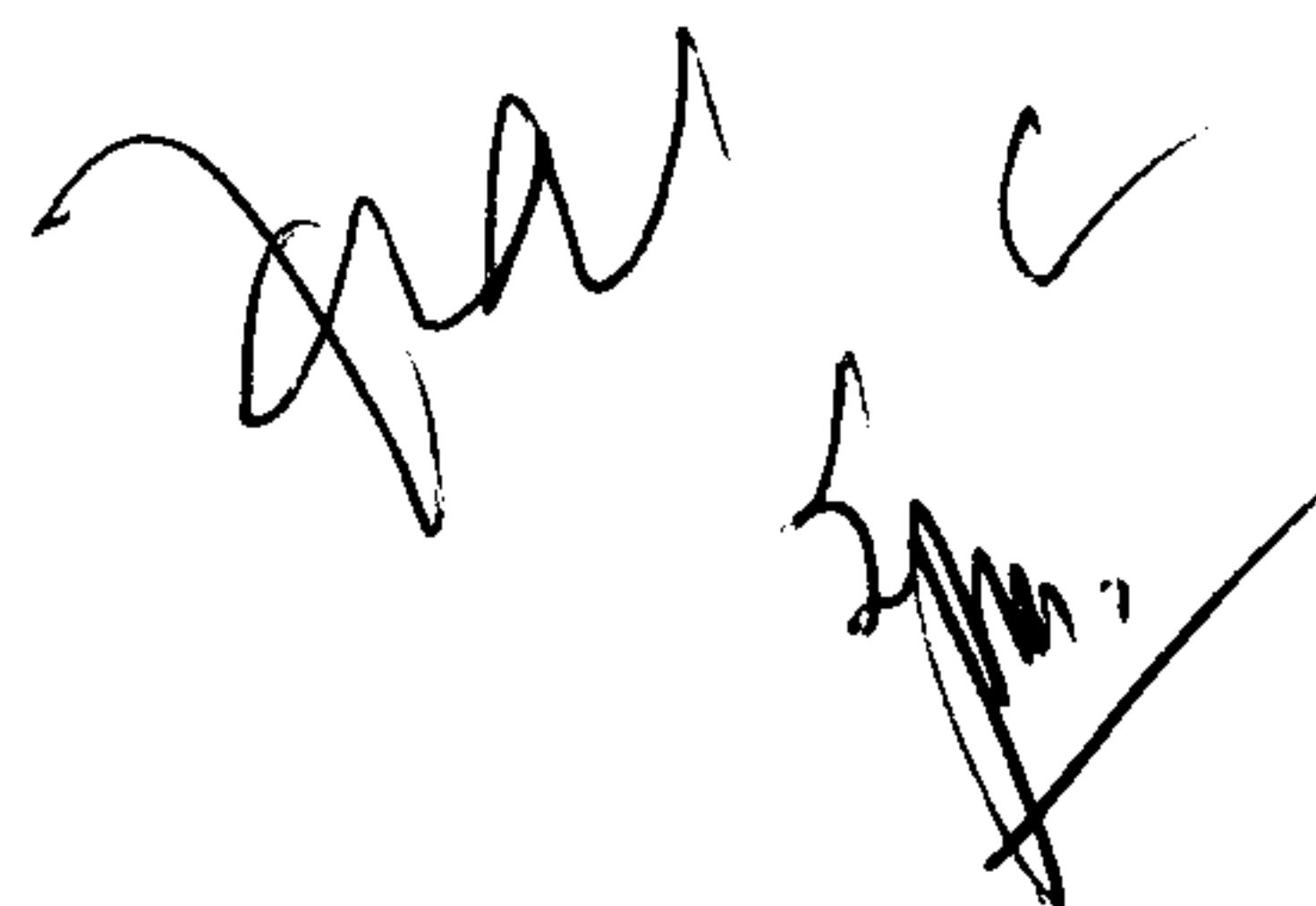
Submission of bids.— (1) *The bids shall be submitted in a sealed package(single stage—two envelopes method) the sealed package shall contain two sealed envelope. The envelope shall be marked "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency; the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall be reject any proposal which does not conform to the specified requirements; during the technical evaluation no amendments in the technical proposal shall be permitted. after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period, the financial bid found technically non-responsive shall be returned un-opened to the respective bidders and the lowest evaluated bidder shall be awarded the contract;*

1. Bidding will be conducted through a competitive bidding process as specified in the Punjab Procurement Rules, 2014 and amended upto 02.03.2017 and will be opened to all bidders who fulfill the requisite qualifications for participating in the bidding.
2. Interested bidders, who intend to participate in the tenders, can purchase a complete set of the bidding documents from the address given below by presenting written applications on their official letter head and upon cash of a non-refundable fee as mentioned in the advertisement notice.
3. Bidders will submit their offers on the prescribed bid performa attached to this document to the effect that the stocks shall be supplied exactly in accordance with the requirement specified in



the tender documents. In case of any difference or deviation of the specifications, the bidder shall clearly state it in this bid papers; otherwise it will be presumed that the offer is strictly in accordance with the requirements and specifications of the purchaser.

4. Bidder must be submitting a call deposit (CDR) in favor of Medical Superintendent, Faisalabad Institute of Cardiology, Faisalabad with tender documents @ 2% of estimated price given the the advertisement.
5. Bids must be delivered to the address below within the specified time in the specified manner. Bid receive after the cut-off time and date will not be entertained.
6. The period of validity of the offer will be at least 90 days from the date of opening the bids and may extendable by the bidder on request of purchaser without any additional liability, also PPRA Rules No. 26 applicable.
7. Place of consignment and the delivery period shall be as specified in the supply order issued to the successful bidder (s) and the contract agreement, if any.
8. Failure to submit the bid in the manner prescribed in this invitation to bids may result in rejection of the bid.
9. The purchaser does not pledge himself necessary to accept the lowest bid and reserves to himself the right of accepting a bid in accordance with bid evaluation criteria.
10. The contract agreement, if any, resulting from this invitation to bids shall be governed by and subject to the general and the special conditions of contract as are agreed to and signed by the purchaser and the supplier, and shall also be subservient to the terms and conditions governing contract as contained in the PPRA 2014 and the general provisional of the contract act, 1940 as applicable in the country.
11. Bids will be opened in the presence of the bidders or their authorized representatives who choose to attend the opening meeting.
12. A bidder quoting against this invitation to bids shall be deemed to have read and understood the conditions thereof and particulars of the stocks or services required by the purchaser and their specification, etc.
13. The interest and eligible bidders may obtain further information form the office of the Medical Superintendent FIC, Faisalabad. During office hours on all working days and web site. www.fic.gop.pk.
14. Performance Guarantee. The successful bidder is required to furnish performance guaranty 5% (five percent) of the contract price in favour of the Purchaser within the period specified in Advance Acceptance of the Tender. Failure to deposit the performance guarantee may result in cancellation of contract and forfeiture of the earnest money and procurement of the stocks at the risk and expense of the bidder. The Bid security of successful bidders can be adjusted to their performance guaranty after acceptance of their bid.



Bid Performa

Tender No.
Time & Date of submission of bids
Times & Date of opening the bids
Amount of earnest money
Bid validity period (also as per PPRA rules No. 26 and its sub clauses)
Goods delivery period 45 days
Place of consignment: (Faisalabad Institute of Cardiology, Faisalabad)

Note: please read the following note and instruction carefully before filling in the bid performa:

1. Any offer not received as per terms and conditions of the invitations to bid/tender enquiry will not be accepted.
2. No offer shall be considered if:
 - a). it is received after the time and date fixed for its receipt.
 - b). it is received without earnest money , from an undersigned firm or from a firm, which is otherwise registered but not for the terms mentioned in the tender.
 - c). The bid documents/tender is unsigned;
 - d). The offer is ambiguous.
 - e). The offer is conditional.
 - f). The offer is from a firm blacklisted, suspended or removed from the approved list;
 - g). The offer is received by the telegram.
 - h). The offer is of a shorter validity period than that mentioned in the tender enquiry.
 - i). The offer is for stocks and services not confirming to the specification / not indicated in the bid document.
3. Rejection of Bids:-
 - (i) The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify whose grounds.
 - (ii) The procuring agency shall incur no liability, solely by virtue of its invoking sub-rule (1) towards suppliers or contractors who have submitted bids or proposal.
 - (iii) Notice of the rejection of all bids or proposals shall be given promptly to all suppliers or contractors the submitted bids or proposals.
4.
 - a). if the provisional acceptance of bid issued during the validity period of the offer is not accepted by the bidder, the bid security / earnest money deposited by him shall be forfeited and the stocks may be purchased at his risk and expense.
 - b). if a bidder withdraws or amends or revises its bid at any time during the validity period, the bid security / earnest money would be liable to forfeiture.



5. In case, the contractor / supplier fails to execute the contract strictly in accordance with the terms and conditions as laid down in the contract, the performance security deposited by him would be forfeited and the stock may be purchased at his risk and expense.
6. The purchaser reserves the right to claim compensation for the loss caused by the delay in the delivery of the goods and services.
7. The delivery period, as reckoned from date of issuance of the supply order in 30 days with a grace period of 15 days, however, the supplier may indicate its own guaranteed earliest date by which the goods will be supplied.
8. Bids should be quoted on the prescribe bid performa only, however the bidder may add additional information or submit a letter on the official letterhead.
9. Purchase receipts (in original or a certified copy) in token of having purchased the tender, must accompany the offer.
10. Bids and all correspondence should be addressed to the purchaser i.e., Medical Superintendent, Faisalabad Institute of Cardiology, Faisalabad.
11. Bidders must quote their best competitive final rates after considering all aspects of the bidding, both in words as well as in figures.
12. Bidder who themselves are the original manufacturers of the demanded goods, stocks or services must indicate the name and address of the works in the country where they will manufacture or produce the goods they intend to supply.
13. Bidders who are not the original manufacturers of the demanded goods, stocks or services or who are the agents of the principals abroad are required to furnish an undertaking or certificate from the principal or the original equipment manufacturer of the specimen as hereunder. Non submission of such an authorization may render their bids liable to rejection: "this is to certify that M/s _____ have obtained a quotation from us against invitation to tender No. _____ issued by the Medical Superintendent, Faisalabad Institute of Cardiology, Faisalabad to be opened on _____ we, being the original manufacturer of the said items, hereby agree to supply / manufacturer the said stocks strictly in accordance with the specification laid down in the said invitation to bids].
14. Bidder must indicate the complete address to the place(s) where the purchaser or authorized representative may inspect the stocks during their manufacturing, production or assemblage.
15. Conditional, ambiguous or incomplete offers are likely to be ignored.
16. Once opened, the bids shall be treated as the last and final bids and supplementary, additional or revised offer, after opening, shall not be entertained under any circumstances.
17. Bidder are at liberty to include catalogues, leaflets, brochures, operation manual, literature and others technical data, if any, in respect of the stocks offered by them in support of their bids.
18. Bidders are specially required to indicate their computerized National Identity Card Number (CNIC), National Tax Number (NTN), and the Sales Tax.

Handwritten signatures and a checkmark. There are two distinct signatures, one appearing to be 'M' and another 'S', and a checkmark to the right.

19. Any erasing, cutting, crossing, overwriting, and interlineations etc, in the bid paper offer must be duly signed with date by the person signing the original bid documents. Bidders are required to put their signatures on all pages of the bid documents, except the printed literature, etc., offers containing unsigned overwriting or strike through shall not be acceptable and may be ignored.
20. Bids should be submitted based on accounting units specified in the invitation to tenders.
21. Bidders are required to furnish a certificate under taking that they will be responsible for the free replacement of stocks (including spares parts) if the same are found to be defective, substandard and are at variance with the specifications given in the tender inquiry.
22. Bidders are expected to offer the stocks as per the specifications given by the purchaser, in case the offered stocks are at variance with the specification given in the tender inquiry, the bidders must clearly indicate variation in their offers, Stocks of the specifications supervisor to those specifications specified in the tender enquiry will , however , be acceptable.
23. In case the stocks of indigenous origin are offered as the stocks similar to that specified in the tender enquiry, the bidders shall, within seven days of the opening of the bids, offer the said stocks, whenever possible, for pre-inspection by the purchaser or his authorized representative(s) all their own cost.
24. Where invitation of offers is for specified brand(s), offers for other brand(s) shall not be accepted.
25. The Stocks shall be brand new and shall be supplied at the end place of consignment in the original manufacturer packing.
26. Bidder must guarantee free service and supply of the spare parts (where applicable).
27. Wherever feasible and required, samples and specimens should accompany the bids, bulky sample may be offered for inspection at the bidder's place. Purchaser may demand additional samples, if so require by him.
28. Bidders may under a prior arrangement, see the samples of the stocks required by the purchaser at their own expense, if available.
29. In case of imported stocks and spare parts, bidders shall furnish a certificate that the equipment and the spare parts shall be genuine, brand new and in the original manufacturer packing name of original manufacturer(s) in whose packing the spares will be supplied, wherever possible, must also be in the offer .
30. Bidders shall also furnish a certificate that they will be responsible for free replacement of the supplied parts if they are found not suitable for the equipment, machinery or engine.
31. In case of imported stocks, imported documents shall be shown at the time of inspection to ensure that stocks offered for inspection are imported ones, brand new and in original packing of the manufacturer. Bidders must note that non-exhibition of the import documents at the time of inspection or on demand later may lead to forfeited of their security deposits and procurements of the stocks at their risk and expense.
32. Testing charges of the sample(s) if any, shall be borne by the bidder / supplier irrespective of the results of testing.

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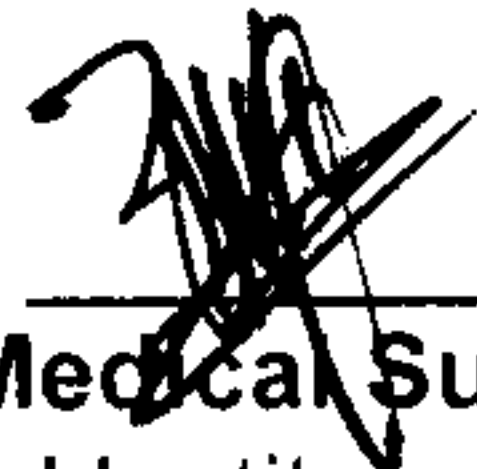
33. Bidders must note that payment will be made at any stage. Payment will be made in accordance with the terms and conditions as laid down in this respect in the supply order and the contract agreement. Release of payment will be subject to satisfactory performance of the contract and the final inspection and acceptance note by the consignee or the purchaser.
34. Dispute, if any will be resolved as per the terms and conditions laid down in this respect in the bid documents preferably through mutual consultations followed by arbitration.

35. Penalties / Liquidated Damages

- (i) Wherein the Supplier fails to make deliveries as per signed contract & purchase order and within the stipulated time frame specified in the schedule of requirement, the contract to the extent of non-delivered portion of supplies shall stand cancelled.
- (ii) After the cancellation of the contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of non-delivered portion of supplies shall be forfeited.
- (iii) If the Supplier fails to supply the whole consignment and not able to deliver to consignee's end, the entire amount of performance Guaranty/Security shall be forfeited to the Government account and the firm shall be blacklisted maximum for three years for future participation.
- (iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase order.
- (iv) In case of late delivery of goods beyond the periods specified in the schedule of requirements and after issuance of subsequent purchase order by the consignee, a penalty of @ 0.067% per day of the cost of late delivered supply shall be imposed upon the supplier. Maximum limit of Late Delivery Charges is 10% after which contract will be cancelled with all legal and codal formalities after expiry of prescribed delivery period the Procuring Agency may proceed for risk purchases (at the risk & cost of defaulter) to ensure the un-interrupted healthcare services to the patients.

The Principal/Head of Institutions reserves the rights to cancel contract agreement and allow further negotiations with the next lowest bidder (2nd) for the purchase of stock or from local market on risk and cost basis and the difference of price will be recovered from the Performance guarantee or from any other his pending claims / bills with the institution without any further notice. (where / if applicable)

36. The Technical Evaluation of the bids and quoted products of concerned firms will be done at the same time. If the bids of any firm will be technically rejected, the products of that firm will be entertained only in case of responsiveness of their bids in grievance. Otherwise, in case of non-responsive of their bids, the financial offer of these companies/firms will not be opened.
37. During technical evaluation of surgical disposables, the firms which already have been applied in the DRAP for the registration of medical devices will also be entertained/considered as well as registered items for better competition, as per S.R.O.526(I)/2021 dated 30 April 2021.


Medical Superintendent
Faisalabad Institute of Cardiology,
Faisalabad.



UNDERTAKING BY THE BIDDER

1. I/we hereby confirm to have read carefully complete description of the stocks and all the terms and condition of your tender enquiry No. _____ due for opening on _____ for the supply of the stocks, goods, and services as advertised in the tender notice as well as those contained in the bid performa and the Punjab Procurement Rules, 2014 (PPRA-2014). I/We agree to abide by all these terms, conditions, stipulations, and instructions.
2. I/we also hereby categorically confirm that the stocks offered by me/us confirm to the particulars and specifications as laid down in your tender enquiry in all respects and that any difference has been fully and duly explained in the bid papers submitted by me/us.
3. I/we accept that if that required bid security/earnest money is not furnished or my/our offer is found lacking in respect of any other requirements of your tender enquiry, it shall be ignored and I/we shall have no claim to it, whatsoever.
4. I/we hereby acknowledge that timely delivery of the stocks is the essence of the contract and do hereby confirm to adhere to the delivery schedule as given in the tender enquiry /supply order/contract agreement. In case of non-adherence, I/We agree unconditionally to accept the recovery of liquidated damages on bleated supplies @ 2% per month or part thereof.
5. I/We certify that the prices quoted in this tender enquiry are not more than the prices charged by my/us from any other purchasing agencies in the country, and in case of any discrepancy, I/We hereby undertake to refund the price charged in excess.
6. I/We certify and undertake that we have not been blacklisted by any public or private authority or organization in the country or abroad as the bidder/supplier/manufacturer/contractor or in any other capacity and that, I/We have are currently not in litigation with any other authority or organization in this capacity.
7. I/We undertake to accept any or all decisions of the purchaser with respect to acceptance and rejection of my/or bid, in part or in whole, and that such a decision shall not be justifiable in any court of law at any time and at any stage. I/We further understand that the purchaser is not bound to accept the lowest bid necessarily.
8. I/we undertake that if our bid is accepted, I/We shall provide a performance security in the form, in the amounts, and within the time specified in the advance acceptance of the tender or the contract agreement.
9. I/We agree to abide by this bid for the entire bid validity period as specified in the bid documents and it shall remain binding upon me/us to accept the advance acceptance of the bid offered to me/us during the original as well as the extended validity period.
10. I/We undertake that pending preparation and execution of a formal contract agreement, my/our bid together with the advance acceptance of bid and notification of award, if any issued by the purchaser shall constitute a valid and binding contract between the purchaser and me/us.
11. I/We certify and confirm that as per the requirements laid down in the bid documents, I/We qualify the eligibility criteria of participating in the bid.
12. I/We solemnly affirm and declare that contents of this undertaking are true to the best of my/our information, knowledge and belief and that nothing material has been withheld by me/us.
13. I undertake that I will be responsible for free replacement of supplied stocks if same are found to be defective.

Bidder's Signature and Seal

Name: _____

Designation: _____

CNIC No. _____

Witnesses:

1. Signature: _____

Name: _____

Designation: _____

CNIC No. _____

Date: _____

2. Signature: _____

Name: _____

Designation: _____

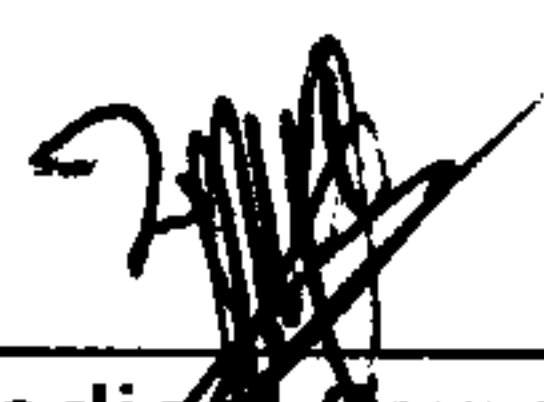
CNIC No. _____

Date: _____



BID PAPER (CHECK LIST)

1. Invitation of bid.
2. Bid Performa – duly filled & signed in accordance with PPRA rules 2014.
3. Bid price schedule - duly filled & signed in accordance with PPRA rules 2014.
4. Eligibility document – (Registration / Pre-qualification which applicable with Health Department / Income Tax & Sales Tax department.
5. Documents evidence (affidavit on judicial paper)
 - A) Goods / services supplied are to be provided by bidder in accordance with Govt. instruction
 - B) He is not legally penalized.
 - C) Firm / he has not provided these stocks below this price if so, he is legally bound to pay rate difference if this bid is accepted
 - D) Certified undertaking for purchaser's satisfaction for execution of contract.
6. Duly purchased receipt of purchase of bid documents.
7. Bid security CDR in favor of Medical Superintendent, Faisalabad Institute of Cardiology, Faisalabad issued by authorized bank.
8. Documentary evidence in case of goods of foreign origin or where the bidder himself is not manufacturer (third party manufacturing) a relationship certificate.
9. CNIC Photocopy attested.
10. Registration certificates of Health / Income Tax / Sales Tax Departments.
11. Manufacturing / selling or any other license imposed by Govt. if applicable.
12. Authority agency agreement (for sole agents / distributor) must be attached.
13. Pre-qualification of firm (where required).
14. Terms & conditions signed by bidder.
15. Check list.



Medical Superintendent
Faisalabad Institute of Cardiology,
Faisalabad.

BID EVALUATION CRITERIA

FOR TENDER OF LAB KITS & CHEMICALS /BLOOD BANK/ /CSSD/NUCLEAR MEDICINE ITEMS FOR THE FINANCIAL YEAR 2021-2022.

For the purpose of determining the lowest evaluated bid, facts other than prices such as past performance, test/ analysis reports, financial soundness & other details as the procuring agency, at its discretion, may consider appropriate, shall be taken into consideration. The following merit point system for weighing evaluation factors / criteria can be applied for the "TECHNICAL PROPOSALS". The point score shall be mentioned in the "BID EVALUATION REPORT".

MERIT POINT SYSTEM

Evaluation of firms/ companies

PART: 01

Parameters	Documents required	Yes / No
Undertaking Regarding the firms is not black listed from Health Department at the time of tender bid submission.	Undertaking on Judicial Papers.	

PART: 02

SR. NO.	EVALUATION CRITERIA	POINTS	DOCUMENT REQUIRED
1.	<u>Financial Position / Status</u> i. Income Tax registration certificate ii. Sales tax registration certificate iii. Bank Statement worth (min 0.5 million)	15 (04) (04) (07)	i. Attested copies of certificates ii. Attested copy of bank statement & audited balance sheet of last 2 years. Note: Firms not registered for sales tax & income tax with relevant authorities will be automatically dis-qualified.
2.	<u>Firm's Experience In The Relevant Field</u> i. 1-3 years experience ii. 4-8 years experience iii. 9-15 years & above experience	15 (09) (12) (15)	Attested copies of relevant documents / certificate on letter head of the firm / company
3.	<u>Overall past performance of the firm/company</u> a) very good b) good c) satisfactory d) No past experience with this institution but the firm has experience with other Govt. institutions. e) unsatisfactory / poor	15 (15) (12) (10) (09) (00)	(As ascertained by TAC) i) Documentary evidence of firms experience with other Govt. institutions.
4.	<u>Technical Staff</u> i. 01 or more employees / owners holding bachelor degree or above.	05 (05)	i. Attach company profile in respect of permanent staff. ii. Attested photocopies of degrees.
Total Points		Total Points = 50	Qualifying points 30

NOTE:

- i) Only those firms / companies will be eligible for product evaluation by TAC, who will qualify as per above mentioned criteria / merit point system.
- ii) At least one year market experience of the firm is necessary; otherwise the firm will be considered technically knocked out.

**Chairman of TEC/Purchase officer/Pharmacist
Faisalabad Institute of Cardiology.**

BID EVALUATION CRITERIA

FOR TENDER OF LAB KITS & CHEMICALS/ BLOOD BANK/ /CSSD/NUCLEAR MEDICINE
ITEMS FOR THE FINANCIAL YEAR 2021-2022.

MERIT POINT SYSTEM EVALUATION OF PRODUCT

PART: 01

Parameters	Documents required	Yes / No
Authorized agency agreement (for sole agents / distributor)	Valid agency agreement / Authority Letter be attached	

PART: 02

SR. NO.	EVALUATION CRITERIA	POINTS	DOCUMENTS / ITEMS REQUIRED
1.	<u>Product's past experience / Quality Evaluation (Product)</u> i) very good & product complies to required specifications / requirement. ii) good & product complies to required specifications / requirement. iii) satisfactory & product complies to required specifications / requirement. iv) No past experience but product complies to required specifications / requirement. v) Poor quality of the product / product does not complies to required specification / requirement. (Technically rejected)	<u>30</u> (30) (25) (18) (16) (00)	As ascertained by TAC in consensus with end users i) Fresh samples of relevant item / stock.
2.	<u>Experience of the product in the market</u> i) 1-3 years experience ii) 4-8 years experience iii) 9-15 years (& above) experience	<u>20</u> (14) (16) (20)	i) Attested copies of relevant documents ii) Documentary evidence of product availability in the market (not less than one year) iii) Attested copy of product registration. (if any) Note: At least one year market availability of the product is necessary, otherwise the product will be automatically technically rejected.
		Total points = 50	Qualifying points = 30

- NOTE:**
- The product / item will be technically rejected if found of poor quality on the basis of past experience.
 - If a product is technically rejected by the TAC, it will not be considered for opening of Financial
 - Bid even qualified as per yard stick of merit point system

**Chairman of TEC/Purchase officer/Pharmacist
Faisalabad Institute of Cardiology.**