

OFFICE OF THE DISTRICT HEALTH OFFICER JAMSHORO

PROCUREMENT OF MACHINERY /EQUIPMENTS /HOSPITAL FURNITURE FOR THALASSAEMIA CARE CENTRE AT TALUKA HOSPITAL KOTRI DISTRICT JAMSHORO FROM THE SPECIAL GRANT OF CHIEF MINISTER'S SINDH

BIDDING DOCUMENTS FOR PROCUREMENT OF MACHINERY /EQUIPMENT/HSPITAL FURNITURE FOR THE FINANCIAL YEAR 2014-2015.

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A: Instructions to Bidders. (ITB)

INTRODUCTION

SOURCE OF FUND

1.1 The Government of Sindh has allocated funds under Special Grant of Chief Minister's for procurement of Machinery / Equipments/Hospital furniture for the Thalassaemia Centre at Taluka Hospital Kotri District Jamshoro during the financial year 2014-2015.

2. ELIGIBLE BIDDERS

- 2.1 This Invitation for Bids is open to all original Manufacturers, within Pakistan and abroad, and their Authorized Agents/Importers/Suppliers subject to the conditions that:
 - a) in the case of foreign Manufacturers, they shall offer the product Certified by the ISO-CE-FDA;
 - b) Original technical broacher is mandatory
- 2.2 The Agents/Suppliers/Importers must possess valid authorization from the Manufacturer. In case of Manufacturers, they should have documentary proof to the effect that they are the original Manufacturers of the required specifications.
- 2.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal or Provincial), a local body or a public sector organization.
- 2.4 The bidders should have operational office(s) in Pakistan and possess financial sustainability to meet timely supply Machinery / Equipments / Hospital furniture.

3. ELIGIBLE GOODS

- 3.1 in the case of Goods offered from out side the purchasers' country, Certified ISO-CE-FDA bidders shall be considered as eligible good;
- 3.2 Goods should be packed and transported in a material that meets international standards;

THE BIDDING PROCEDURE

- 4. Single Stage Two Envelopes Bidding Procedure.
 - 4.1 Single stage two envelopes bidding procedure shall be applied:
 - 4.2 The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the technical proposal and the financial proposal;
 - 4.3 The envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion;
 - 4.4 Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
 - 4.5 The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the Purchaser without being opened;
 - 4.6 The Purchaser shall evaluate the technical proposal, without reference to the financial proposal and reject any proposal which does not conform to the specified requirements;
 - 4.7 The financial proposal of bids shall be opened in the presence of bidders qualifying in technical evaluation at time, date and venue to be announced / communicated in advance;
 - 4.8 Financial proposal of the bids failing to qualify in the technical evaluation will be returned to the bidders unopened.
 - 4.9 The, bidder quoting the lowest price and scoring the qualifying Number of points in the technical evaluation shall be declared Successful.

THE BIDDING DOCUMENTS

5. CONTENTS OF BIDDING DOCUMENTS

5.1 The Bidding Documents:

In addition to the Tender Notice, the bidding documents include:

- i. Instructions to Bidders (ITB);
- ii. General Conditions of Contract (GCC);
- iii. Special Conditions of Contract (SCC);
- iv. Schedule of Requirements;
- v. Technical Specifications;
- vi. Contract Form;
- vii. Manufacturer's Authorization Form;
- viii. Performance Guarantee Form;
- ix. Bid Form; and
- x. Price Schedule.
- 5.2 In case of discrepancies between the Tender Notice and the Bidding Documents listed in 5.1 above, the Bidding Documents shall take precedence.
- 5.3 The bidders are expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish complete information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents may result in rejection.

6. AMENDMENT OF BIDDING DOCUMENTS

- 6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
- 6.2 All prospective bidders that have received the bidding documents will be notified the amendment(s) in writing or by cable which will be binding on them.
- 6.3 In order to allow prospective bidders reasonable time to take the amendment(s) into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for submission of the bids.

PREPARATION OF BIDS

7. LANGUAGE OF BID

7.1 Preparation of Bids

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Purchaser shall be in English. Supporting documents and printed literature furnished

by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case for purposes of interpretation of the Bid, the translated version shall prevail.

8. DOCUMENTS COMPRISING THE BID

- 8.1 The bid prepared by the Bidder shall comprise the following:
 - (a) Bid Form and Price Schedule (to be submitted along with financial proposal);
 - (b) Documentary evidence to the effect that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
 - (c) Documentary evidence to the effect that the goods to be supplied by the Bidder are eligible goods as defined in clause-3 and conform to the bidding documents; and
 - (d) Bid Security.

9 BID PRICES

- 9.1 The Bidder shall indicate in the attached proforma of Price Schedule, the unit prices and total bid price of the goods it proposes to supply under the Contract.
- 9.2 Proforma of Price Schedule is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed.
- 9.3 The Bidder should quote the price(s) of goods according to the strength/technical specifications as provided in the Proforma of Price Schedule and Technical Specifications. The specifications of goods different from the ones required by the Purchaser shall straightway be rejected.
- 9.4 The Bidder is required to offer very competitive price(s). All price(s) 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 will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes during the contract. period shall be passed on to the Purchaser

10. BID CURRENCIES

10.1 Prices shall be quoted in Pakistani Rupees.

11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

11.1 Documentary evidence should be submitted by the bidders along with the technical proposal to prove their eligibility and qualifications to perform the Contract to the Purchaser's satisfaction in the light of the following criteria:

- (i) The Supplier/Agent/Importer shall have to produce letter of authorization from FDA-CE-ISO Certified Manufacturer.
- (ii) Copy National Tax Number (NTN) and Copy of General Sales Tax Number Bidder as documentary proof.
- (iii) The Bidder/Manufacturer will submit an affidavit on legal stamp paper of Rs. 200/- to the effect that their firm has not been blacklisted in the past on any ground by any Government (Federal or Provincial), a local body or a public sector organization. The Bidder will be debarred from the bidding process for submitting a false statement;
- (iv) The bidder is required to provide with its technical proposal the names of the goods for which it has quoted rates in the financial proposal;
- (v) The original tender purchase receipt.

12. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY

12.1 The Bidder shall furnish along with technical proposal, as part of its bid, documents establishing eligibility and conformity of the goods which it proposes to supply under the Contract.

12.2 Submission of Broacher:

(a) The Bidder must submit, along with technical proposals, Broachers of quoted items for verification by the procurement committee. No technical proposal / bid will be considered in the absence of Broacher.

13. BID SECURITY

- 13.1 The Bidder shall furnish, as part of its financial proposal, a Bid Security (earnest money) in the amount specified in SCC. Unsuccessful bidders' Bid Security will be returned soon after approval of the successful Bidder. The successful Bidder's Bid Security will be discharged upon signing of contract and furnishing the Performance Security bond, duly guaranteed by a scheduled bank.
- 13.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the Security's forfeiture;
- 13.3 The Bid Security may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity; or
 - (b) in the case of a successful Bidder, the Bidder fails:
 - (i) to sign the Contract; or
 - (ii) to complete the supplies in accordance with the General Conditions of Contract.

14. BID VALIDITY

14.1 Bids shall remain open up to 30th June 2015. A bid valid for a shorter period shall be treated as non-responsive.

The Purchaser shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period. However, for any reasons 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.

SUBMISSION OF BIDS

15. SEALING AND MARKING OF BIDS

- 15.1 The envelopes shall be marked separately as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion. The Bidder shall seal the proposals/bids in separate envelopes and put them in a relatively bigger envelope to be sealed.
- 15.2 The inner and outer envelopes shall:
 - (a) be addressed to the Purchaser at the address given in the Tender Notice; and
 - (b) bear the Project name and address i.e. Director General Health Services Sindh, Hyderabad with the serial number indicated in the Tender Notice, and a statement: "DO NOTOPEN- BEFORE," to be completed within the time and date specified in the Tender Notice.
- 15.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the Purchaser to return the bid unopened in case it is declared as "non-responsive" or "late" as the case may be.
- 15.4 If the outer and the inner envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

16. DEADLINE FOR SUBMISSION OF BIDS

16.1 Bids must be submitted by the bidders and received by the Purchaser at the specified address not later than the time and date specified in the Tender Notice.

The Purchaser may, at its convenience, extend this deadline for submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. LATE BID

17.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser shall not be entertained and returned unopened to the bidder.

18. WITHDRAWAL OF BIDS

The Bidder may after its submission withdraw prior to the expiry of the deadline prescribed for submission of bids.

OPENING AND EVALUATION OF BIDS

19. OPENING OF BIDS BY THE PURCHASER

- 19.1 The Purchaser will initially open only the envelopes marked "TECHNICAL PROPOSAL" in the presence of Bidders' or their representatives who choose to be present at the time of bid opening on the date, time and place specified in the Tender Notice. The bidders or their representatives who are present shall sign the Attendance Sheet evidencing their attendance. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Purchaser without being opened till the completion of the evaluation process. Opening and Evaluation of Bids
- 19.2 The bidders' names, item(s) for which they quoted their rate(s) and such other details as the Purchaser may consider appropriate, will be announced at the time of opening of technical proposals. However, at the time of opening of Financial Proposals on a pre-indicated date, time and venue, the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Purchaser, may consider appropriate, will be announced.
- 19.3 Any financial bid found without the prescribed bid security (earnest money) shall be straightaway rejected even if it qualified in the process of technical evaluation.
- 19.4 The Purchaser will prepare minutes of the technical and financial bids opening meetings and will get these minutes signed by the Head and members of the Procurement Committee and submit for approval of the competent authority.

20. CLARIFICATION OF BIDS

20.1 During the process of evaluation of the bids, the Purchaser may ask a Bidder for any clarifications of its bid. The request for such clarifications and the response shall be in writing. However, no change in the quoted price or substance of the bid shall be sought, offered, or permitted.

21. PRELIMINARY EXAMINATION

- 21.1 The Purchaser will examine the bids to determine whether they are complete; whether any computational errors have been made; whether the required sureties have been furnished; whether the documents have been properly signed and linked, and whether the bids are generally in order.
- 21.2 Arithmetical errors in a financial bid will be rectified in the following manner:
 - (i) 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.
 - (ii) If there is a discrepancy between words and figures, the amount in words will prevail.
 - (iii) If the Bidder/Supplier does not accept the correction of the errors, its bid will be rejected.
- 21.3 The Procurement Committee may waive any minor infirmity, non-conformity, or discrepancy in a bid if in their view, it does not constitute some material deviation, provided that such waiver does not prejudice or affect the relative ranking of any Bidder.
- 21.4 If a bid is found substantially non-responsive, it will be rejected by the Purchaser. It cannot subsequently be made responsive by the Bidder by correction of the nonconformity / discrepancy.

22. EVALUATION & COMPARISON OF BIDS

22.1 The Purchaser will evaluate and compare the bids, which have been determined to be substantially responsive.

The technical proposals/bids will be evaluated on the basis of Technical Specification / rule, previous supply experience, financial soundness working period / backup service with part-without part and such other details as the Purchaser may consider appropriate for making a. sound judgment. However, the financial proposal will be evaluated on the basis of price inclusive of prevailing taxes and duties and bid Security, being major factor, without ignoring the other relevant conditions as well.

23. EVALUATION CRITERIA

- 23.1 Merit Point System:
- 23.2 The following merit point system for weighing evaluation factors/criteria will be applied for technical and financial proposals.
 - (a) Technical Proposals / bids:

The technical proposals will be evaluated on merits of the, followings:

Evaluation Criteria	Yes	No.
Conforming technical specifications of the product		
Fulfillment of the tender conditions of ITB clause 8 & 11		
Manufacturer Authorization/importer Authorization.		
Proof of financial soundness Bank Certificate(s) up to 50(M)		
each year's. Last 03 years		
Proof of General Sales Tax paid during the last three years		
Copy of Professional Tax Certificate current year		
Valid copy of Chamber & commerce certificate		
Proof of Income Tax paid during the last three years		
Original Bank statement last three years		
List of Bio Medical Technician(B-Tech) /Engineer(B.E		
Bio Medical) with Qualification		
List of Tools available for repairs		
Proof of availability of workshop after sales service.		
03 years Audit report 11-12, 12-13 & 13-14		
Proven Track Record of particulars filed		
Appropriateness of supply schedule offered by the bidder		
Tenderers shall submit guarantee letter that the supplied		
Machinery / Equipments Hospital furniture is the original/		
brand new product/ latest model non of the part is replaced, old		
or refurbished.		
Tenderers must be enclosed list of users of the quoted items,		
Original technical brochure of Equipments		
copy installation certificate supply by participated firm during		
last 3 years		

(b) Financial proposals bids:

After technical evaluation is completed, the Purchaser shall inform the bidders that their bid has been found non-responsive and that their financial proposal will be returned unopened after completing the selection process. The Purchaser shall simultaneously inform in writing the bidders having secured the qualifying and above of date, time and place for opening the financial proposals. Bidder's attendance at the opening of financial proposal is optional.

23.3 Financial proposals shall be opened publicly in the presence of the bidders or their representatives who choose to be present. Total prices quoted by each the financial proposal shall also be announced and recorded.

23.4 The lowest price quoted by a bidder who qualifying in technical evaluation under clause 23.2 will be rated as the lowest evaluated bid for award of contract under clause 28.1.

24. CONTACTING THE PURCHASER

- 24.1 No bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If any bidder wishes to bring additional information to the notice of the Purchaser, it may do so in writing.
- 24.2 Any direct or indirect effort by a bidding firm to influence the Purchaser during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the Purchaser's future tenders.

25. REJECTION OF BIDS

25.1 Notwithstanding anything stated here-before after the Purchaser may reject any or all bids at any time prior to the acceptance of a bid. The Purchaser may upon request, communicate to a bidder, the grounds for its rejection, but shall not be under obligation to justify those grounds.

26. RE-BIDDING

26.1 If the Purchaser has rejected all bids, it may move for a re-bidding or may seek any alternative method of procurement under the provisions of the Public Procurement Rules, 2010 (as amended up to date).

27. ANNOUNCEMENT OF EVALUATION REPORT

27.1 The Purchaser will announce the Evaluation Report and the resultant acceptance or rejection of bids at least ten days prior to the award of procurement contract.

AWARD OF CONTRACT

28. ACCEPTANCE OF BID AND AWARD CRITERIA

28.1 The bidder with lowest evaluated bid under clause 23.5, if not in conflict with any other law, rules, regulations or policy of the Government, will be awarded the contract within the original or extended period of bid validity.

29. PURCHASER'S RIGHT TO VERY QUANTITIES

29.1 The Purchaser reserves the right to increase or decrease the quantity of stores originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

30. LIMITATIONS ON NEGOTIATIONS

30.1 Negotiations only for delivery schedule or completion schedules will be conducted.

- 30.2 Negotiations will not be used to change substantially:
 - the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods:
 - ii. the terms and conditions of the Contract and;
 - iii. anything affecting the crucial or deciding factors in the evaluation of the proposals / tenders and / or selection of successful bidder..

31. NOTIFICATION OF AWARD

31.1 Prior to the expiry of the original or extended period of bid validity, the successful bidder will be informed in writing of acceptance of its bid by the Purchaser.

32. SIGNING OF CONTRACT

- While conveying acceptance of bid to the successful bidder, the Purchaser will send him / her the Contract Form provided in the bidding documents, incorporating all points of agreement between the Parties.
- 32.2 Ten days after the official announcement of the award as stipulated in the SPP RULES 2010, both the successful Bidder and the Purchaser will sign and date the Contract on legal stamp paper of appropriate value. The Purchaser will issue Purchase Order as soon as the Contract is signed. In case the successful Bidder, after completion of all codal formalities, shows inability to sign the Contract, its Bid Security / Earnest Money shall be forfeited. The firm may also be blacklisted from taking part in any future bidding of purchaser for a period upto five Years. In such a situation, the Purchaser may make the award to the next lowest evaluated bidder or move for re-tender.

33. PERFORMANCE GUARANTEE SECURITY

- 33.1 One day before the date of signing of the Contract, the successful Bidder shall furnish Performance Guarantee/Security in line with the Performance Guarantee/Security Form provided with the bidding documents. Upon submission of Performance Guarantee the Bid Security (Earnest Money) will be returned to the Bidder
- 33.2 Failure of the successful Bidder to comply with any of the requirements specified in this document shall be considered as sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest evaluated Bidder at the risk and cost of the former.

34. CORRUPT OR FRAUDULENT PRACTICES

34.1 (a) The Procuring Agency and the Bidders / Manufacturers / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance

- of this policy, the relevant terms / phrases as may apply are defined below:
- (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 Purchaser, 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 Purchaser of the benefits of free and open competition;
- (b) The Purchaser will take all possible administrative / legal measures if it is found that the Bidder recommended for award was / is engaged in corrupt or fraudulent practice(s) before or after signing of the contract resulting into the conviction of the proprietor under criminal case besides blacklisting of the firm either indefinitely or for such period of time as may be determined by the Purchaser.
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, for the award of 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.

B: General Conditions of Contract (GCC)

1. DEFINITIONS

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
 - (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
 - (c) "The Goods" means Machinery / Equipments Hospital furniture and transport including all kinds of vehicles which the Supplier is required to supply to the Purchaser under the Contract.
 - (d) "The Services" means those services ancillary to the supply of the above goods, such as printing of special instructions on the label and packing, design and logo of the Programme, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means the Special Conditions of Contract.
 - (g) "The Purchaser" means the District Health Officer Jamshoro.
 - (h) "The Supplier" means the individual or firm supplying the goods under this Contract.
 - (i) "Day" means official working day excluding national holidays.

2. APPLICATION

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

3. STANDARDS

3.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 The Supplier shall not without the Purchaser's prior written consent, disclose the. Contract, or any provision thereof, or any specification, plan, drawing, pattern; sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to such employed person shall be made in confidence and shall extend only, as far as may be' necessary, to such performance and not further or otherwise.
- 4.2 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (all copies) on completion of the Supplier's performance under the Contract.
- 4.3 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplies.

5. PATENT RIGHTS

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

6. ENSURING STORAGE ARRANGEMENTS

6.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least two weeks prior to the arrival of the consignments at its store/warehouse. However, in case no space is available at its store/warehouse at the time of supply, the Purchaser shall, seven days prior to such a situation, inform the Supplier, in writing, of the possible time-frame of availability of space by which the supplies could be made. In case the Supplier abides by the given time frame, he will not be penalized for delay.

7. INSPECTIONS

- 7.1 The Purchaser or its representative shall have the right to inspect the Machinery/Equipments to confirm their conformity to the Contract specifications at the cost payable by the Supplier.
- 7.2 The Purchaser's right to inspect, test and, where necessary, reject the Machinery/Equipments either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reasons of the goods having previously been inspected, tested, and approved by the

Purchaser or its representative prior to the goods shipment from the manufacturing point.

8. DELIVERY AND DOCUMENTS

- 8.1 GCC Clause 8.1 The Supplier shall provide the following documents at the time of delivery of Machinery / Equipments Hospital furniture at Thalassaemia care Centre at Taluka Hospital Kotri for verification duly completed in all respects:
 - i. Original copies of Delivery Note (Challan) (in duplicate) showing item's description, manufacturing, Make and Model and quantity.
 - ii. Original copies of the Supplier's invoices (in duplicate) showing warranty, item's description, manufacturing, Make and Model quantity, per unit cost, and total amount.
 - iii. Original copies of the Sales Tax Invoices (where applicable) in duplicate showing item's description, quantity, per unit cost (without GST), amount of GST and total amount (with GST).

INSURANCE (GCC CLAUSE 9)

GCC 9.1 The Machinery/Equipments supplied under the Contract shall be on Delivered Duty Paid (DDP) basis at Thalassaemia care Centre at Taluka Hospital Kotri under which risk will be transferred to the Purchaser only after it has taken delivery of the goods. Hence insurance coverage is Supplier's responsibility and they must arrange for it.

10. TRANSPORTATION

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

10. INCIDENTAL SERVICES

11.1 The Supplier will be required to provide to the Purchaser incidental services the cost of which should be included in the total bid price.

11. WARRANTY

12.1 The Machinery/Equipments shall be accompanied by a warranty /guarantee for 02 years free service from the date of Installation by the Supplier to the Purchaser. Warranty and undertaking regarding the availability of spare parts may be confirm by the bidders for service contract and availability of spar parts on legal stamp papers Rs.100/-. The Service manual with circuit diagram will be provided of Equipments.

The Purchaser shall promptly notify the Supplier in writing of any claims arising out of this warranty.

12. PAYMENT

- 13.1 The method and conditions of payment to be made to the Supplier under this Contract are specified in SCC.
- 13.2 The currency of payment will be Pakistani Rupees.

13. ASSIGNMENT

14.1 The Supplier shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Purchaser's prior written consent.

14. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 15.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 15 2 If at any time in the course of performance of the Contract, the Supplier encounters anything impeding timely delivery of the goods, he shall promptly notify the Purchaser in writing of the causes of delay and its likely duration. As soon as practicable, after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, depending on merits of the situation, extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by a supplementary Contract to be treated as an addendum to the original contract.
- 15.3 Any undue delay by the Supplier in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.

15. PENALTIES LIQUIDATED DAMAGES

16.1 In case of late delivery, even for reasons beyond control, penalty as specified in SCC will be imposed upon the Supplier / Manufacturer. The Purchaser may consider termination of the Contract in case there is an unusual delay in the delivery of the goods whereby the ongoing activity is likely to be affected seriously.

16. TERMINATION FOR DEFAULT

17.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Supplier, terminate this Contract in whole or in part if:

- (a) 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 Purchaser;
- (b) the Supplier fails to perform any other obligation(s) under the Contract to the satisfaction of the Purchaser; and
- (c) the Supplier, in the judgment of the Purchaser, has engaged itself in corrupt or fraudulent practices before or after executing the Contract.

17. FORCE MAJEURE

18.1 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 this 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 or indirectly purporting negligence directly to mal-planning. mismanagement and /or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee, constituted for redressing grievances, will examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and will submit its recommendations to the competent authority. However, unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable' alternative means for performance not prevented by the Force Majeure event.

18. TERMINATION FOR INSOLVENCY

19.1 The Purchaser 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 that event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right or remedy which has accrued or will accrue thereafter to the Parties.

19. ARBITRATION AND RESOLUTION OF DISPUTES

- 20.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve

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

20. GOVERNING LANGUAGE

21.1 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.

21. APPLICABLE LAW

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

C: Invitation for Bids

<u>DIRECTORATE GENERAL HEALTH SERVICES SINDH HYDERABAD.</u> INVITATION OF BIDS.

PROCUREMENT OF MACHINERY /EQUIPMENTS/HSPITAL FURNITURE FOR THALASSAEMIA CARE CENTRE AT TALUKA HOSPITAL KOTRI DISTRICT JAMSHORO FROM THE SPECIAL GRANT OF CHIEF MINISTER'S SINDH

The tender Notice appeared in Daily Kawish dated: 18-03-2015 Daily Dawn dated: 18-03-2015 and Daily Jang dated:19-03-2015 for procurement of Machinery/Equipments for Thalassaemia Centre at Taluka Hospital Kotri District Jamshoro is hereby cancelled.

Sealed Bids are invited from reputed and financial sound manufacturers / authorized dealers / Distributors registered with sales Tax and Income Tax department in accordance with SPP Rule 46(2) "Single Stage – Two Envelope procedures". for procurement of Machinery/Equipments/Hospital Furniture for Thalassaemia Centre at Taluka Hospital Kotri District Jamshoro .

Bidding Document containing specification, terms and conditions including other details can be obtained from the office of the undersigned from date of publication in the newspapers upto 11 -05-2015

S.#	Description	Tender Fee	Call Deposit of
			quoted items
1	Machinery/ Equipments/ Hospital furniture	Rs.2000/-	3%

The firms are required to deposit their sealed tenders' documents/Bids (technical & financial) in the office of the undersigned on 12 -05-2015 by 10.00 sharp.

Only Technical bids/ proposals will be opened on 12-05-3015 at 11.00 am before procurement committee in the presence of bidders/ their representative of the firms in the committee room of this office.

Technical & Financial proposals should be submitted in separate envelopes.

All bids shall include Govt: Taxes including GST if applicable.

Bids must be in Pak rupees.

Procuring agency may reject any bid subject to relevant provision of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules.

In case of public Holiday, the bids shall be submitted and opened as per given schedule on the next working day.

DIRECTOR GENERAL HEALTH SERVICES SINDH HYDERABAD

D: Special Conditions of Contract (SCC)

1. DEFINITIONS (GCC CLAUSE 1)

GCC 1.1 (g)	The Purch	naser is the District Health Officer, Jamshoro.
GCC 1.1 (h)	The Supplier is:	
` '	11 -	(Name and address of the successful bidder)

2. BID SECURITY (ITB CLAUSE 13)

ITB 13.1

The Bidder shall furnish, as part of its financial proposal/bid, refundable Bid Security/Earnest Money in Pak Rupees @ 3% of quoted amount In the shape of Bank Draft / Pay Order / Call Deposit in the name of the Director General Health Services Sindh Hyderabad. The financial bid found deficient of the Bid Security will be rejected. No personal cheque in lieu thereof will be acceptable at any cost. The previous Bid Security, if any, will not be considered or carried forward. However, the Bid Security of the successful Bidder will be returned upon submission of Performance Guarantee equal to 5% of the Contract amount that will remain with the Director General Health Services Sindh Hyderabad till satisfactory completion of the Contract period. In case of unsuccessful bidders, the Bid Security will be returned as soon as possible.

3. PERFORMANCE GUARANTEE/SECL, LRITY (ITB CLAUSE 33)

ITB Clause 33.1

After signing of Contract, the successful Bidder shall furnish the Performance Guarantee/Security on legal stamp paper equivalent to 5 % of the total Contract amount from any of the scheduled banks. The Performance Guarantee/Security Form is provided in the bidding documents. Upon submission of Performance Guarantee the Bid Security would be returned to the Bidder.

4. INSPECTIONS AND TESTS (GCC CLAUSE 7)

GCC 7.1 & 7.2

The Machinery/ Equipments received in the office of District Health Officer, Jamshoro from the Supplier will be thoroughly inspected and examine by a Committee to make sure that the goods received conform to the specifications laid down in the tender documents and which have been approved by the Procurement Committee for procurement. The Committee will submit its inspection report along with bills / delivery challans for settlement. Any deficiency pointed out by the Committee shall have to be rectified by the Supplier free of cost.

5. DELIVERY AND DOCUMENTS (GCC CLAUSE 8)

- GCC Clause 8.1 The Supplier shall provide the following documents at the time of delivery of Machinery/Equipments/Hospital furniture to the Store / Warehouse of the District Health Officer, Jamshoro for verification duly completed in all respects:
 - i. Original copies of Delivery Note (Challan) (in duplicate) showing item's description, Registration Number, manufacturing and quantity Origin of country.
 - ii. Original copies of the Supplier's invoices (in duplicate) showing warranty, item's description, Registration Number, manufacturing quantity and origin of country.
 - iii. Original copies of the Sales Tax Invoices (where applicable) in duplicate showing item's description, quantity, per unit cost (without GST), amount of GST and total amount (with GST). GST will be deducted of total sales Tax 20%.
 - iv Service Charge @ 0.25% of the value of the contract will realized /charged while making payment to the Contractors for award of each contract.
 - V Stamp duty will charged @ 0.30% of the total value of contract.

6. INSURANCE (GCC CLAUSE 9)

GCC 9.1 The goods supplied under the Contract shall be on Delivered Duty Paid (DDP) basis at District Health Officer, Jamshoro under which risk will be transferred to the Purchaser only after it has taken delivery of the goods. Hence insurance coverage is Supplier's responsibility and they must arrange for it.

7. WARRANTY (GCC CLAUSE 12)

GCC 12.1 Warranty / Guarantee for 02 years from the date these are delivered by the Supplier to the Purchaser at the consignee's end.

8. PAYMENT (GCC CLAUSE 13)

- GCC 13.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
 - (a) Payment shall be made in Pak Rupees.
 - (b) The payment will be made to the Supplier within 30 days of the receipt of original delivery challan(s) and invoice(s) in duplicate duly completed in all respect and signed and stamped by the Chairman of the Inspection Committee. The Inspection Committee will prepare and submit a report of physical inspection with a certificate to the effect that the goods conform to the specifications laid down in the bidding documents. .

9. PENALTIES/ LIQUIDATED DAMAGES (GCC CLAUSE 16)

GCC 16.1 In case deliveries are not completed within the time frame specified in the schedule of requirements, a Show Cause Notice will be served on the Supplier which will be following by cancellation of the Contract to the extent of non-delivered portion of installments. No supplies will be accepted and the amount of Performance Guarantee / Security to the extent of non-delivered portion of supplies of relevant installments will be forfeited. If the firm fails to supply the whole installments, the entire amount of Performance Guarantee/Security will be forfeited to the Government Account and the firm will be blacklisted at least for two years for future participation in bids:

In case of late delivery of goods beyond the periods specified in the schedule of requirements, penalty @ 0.3% per day of the cost of late delivered goods shall be imposed upon the Supplier. Details of penalties/liquidated damages are given in the Schedule of Requirements.

10. ARBITRATION" AND RESOLUTION OF DISPUTES (GCC CLAUSE 20)

GCC 20.3 Dispute resolution mechanism to be applied shall be as follows:

In case of any dispute concerning the interpretation and/or application of the Contract, it shall be settled through arbitration. The Secretary to the Government of Sindh, Health Department or his nominee shall act as sole arbitrator. The decisions taken and/or award given by the arbitrator shall be final and binding on the Parties.

11. GOVERNING LANGUAGE (GCC CLAUSE 21)

GCC 21.1 The language of this Contract shall be English.

12. APPLICABLE LAWS (GCC CLAUSE 22)

GCC 22.1 The Contract shall be governed by the Laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.

13.	NOTICES Purchaser's address for notice purposes:
	District Health Officer, Jamshoro

Supplier's address for notice purposes:

E: Schedule of Requirements

1. SCHEDULE OF REQUIREMENTS

The entire quantity of the ordered supplies shall be delivered within 15 days or earlier from the date of issuance of supply order / contract award without any penalty.

Delay in the delivery shall result in penalties to be paid by the Supplier without any argument or question according to the prevailing PPRA Rules.

F: Technical Specifications

S. No.	Description
1.	<u>CRYOFUGE</u>
	Menu driven 51 program memory with tamper proof facility
	 Option to centrifuge by setting either RPM or RCF (speed accuracy +10rpm)
	Time setting up to 99 minutes
	9 Acceleration & 10 Deceleration profiles
	0 0 Temperature range setting -20 C to 40 C
	0 0 Two Pre-cooling program (4 C / 22 C)
	Dual LCD monitors displays set & run parameters
	Viewing window for RPM calibration
	Safety Features : Electronic door interlock, Imbalance cut-off & Over speed protection
	Key lock for authorized access
	Safety gas hinges prevents accidental door drop
	1 bucket can accommodate 2 triple bags
	1 bucket curraccommodute 2 triple bugs
	USA/UK/JAPAN/ARGENTINA
	Warranty period shall be of two years starting from date of full functional
	commissioning.
2.	BLOOD BANK REFRIGERATOR
	Temperature: 4°C Accuracy: ± 0.5°C Volume: 260 liter No. of Baskets: Four Blood Bags
	(Aprox): 120
	Dimension: 570 x 550 x 1420
	Net Weight: 86 KG
	Chart Recorder : Optional
	Alarm : Audio / Visual
	Light : Fluorescent
	Operating Volt: 230V AC Power Frequency: 50/60 Hz
	IMPORTED /LOCAL MADE
	Warranty period shall be of two years starting from date of full functional
	commissioning.
3.	PLASMA FREEZER (-40 DEGREE CENTRIGRATE)
٥.	
	 Precise Temperature management with the help of highly sensitive microprocessor controller: 40^C (Deviation <+0.5^C).
	·
	Lockable heavy duty swivel castor wheels. Eligipor free internal lighting. Illuminates once door is once.
	Flicker free internal lighting. Illuminates once door is open. High descriptions placed door and sphines with internal acretic door to reduce
	High density insulated door and cabinet with internal acrylic door to reduce
	temperature loss.
	8 Hrs battery backup systems for alarm system. Tamon and the art as and all art as a said as
	Temperature display and chart recorder.
	 Large display of temperature on the door and at eye level for ease of
	operation.
	Smart handle with LED door open & closure indication.
	Audio visual alarm for temperature and power failure.
	<u>USA/UK/JAPAN/ITALY</u>
	Warranty period shall be of two years starting from date of full functional
	commissioning.

4. TUBE SEALER

Weight: 4.1 Kg

Power supply:100/115/230/240 VAC 50/60 Hz

Internal fuse: 2x T2,5 AL 250 V
Effective consumption: 220 VA

Sealing time: Adjustable from 0,5 to 5 seconds

Frequency: 40,68 MHz crystal controlledOutput Power: 90W/50 Ohm maximum

• Dimension: 290 x 220 x 88 mm (incl. RF outlet)

Operating Temperature: 10 - 40°C
Storage temperature: -40 - +50°C

 Operation: During permanent use1 sealing every 3 seconds Classification: Electro-shock protection: Class 2 type B

USA/UK/JAPAN/GERMANY

Warranty period shall be of two years starting from date of full functional commissioning.

5. **BLOOD BAG MIXER**

- All-in-one
- Convenient scale design
- Easy-to-follow operation
- Alarm Indication
- Logical and easy-to-use button panel.
- Portable and light weight

IMPORTED/ LOCAL MADE

Warranty period shall be of two years starting from date of full functional commissioning.

6. **SERO FUGE**

- Stable speed output even under unstable voltage conditions.
- Imbalance armored break proof protection for inner chamber.
- Acceleration and deceleration selectable in 3 steps.
- Actual RCF displayed on LCD.
- · Buzzer on Alarm.
- Door interlock
- Time totalizer.
- Frequency controlled induction drive.
- Brushless induction motor.
- Rotor capacity: 5ml x 24 nos./5ml x 12 nos.
- Multi-color LCD.
- 0-3500 RPM.
- 0-99 minutes timer.

USA/UK/JAPAN

Warranty period shall be of two years starting from date of full functional commissioning.

7. HEMATOLOGY ANALYZER

• 3 Part Differential with 20 Parameters + 3 histograms (RBC, WBC, PLT) WBC, RBC, Hgb, Hct, MCV, MCH, MCHC, Plt, RDW, MPV, Ly%, LY#,MO%,MO#,GR%,GR# WBC Histogram, RBC Histogram, Plt Histogram, PCT, PDW

Sample: Whole Blood 30ul for normal measurement

- 10 or 20 ul for pre-dilution mode,
- Automatic Probe wipe.
- Single Button operation
- Throughput: 60 samples/hour
- Sample Processing time <= 60 Sec.
- Printer: Standard Option dot matrix
- Host Communications: RS232 & Option SD Card
- Temperature : 160 C to 350C (610 F to 950 F)
- High accuracy of low range. The low dilution mode gives high accuracy even in values of WBC or PLT
- •Dimensions: 230 W x 450 D x 383 H (mm)
- •Net Weight:- approx. 20 kg

USA/UK/JAPAN

Warranty period shall be of two years starting from date of full functional commissioning.

8. | PLATELET INCUBATOR WITH AGITATOR

Stable and uniform optimum temperature of 22 C for platelets. Simple calibration is possible via a control panel this coupled with a visual and audible alarm system, ensures that samples are both safe and secure.

PID Microcontroller Based

Temperature Controller

Stainless Steel Interior

Powder Coated Exterior

Audio / Visual Alarm

Fluorescent Light

CFC free cooling System

Operating Volt 230V AC

Power Frequency50/60 Hz

Power Consumption 15 watts

IMPORTED/LOCAL MADE

Warranty period shall be of two years starting from date of full functional commissioning.

9. | ELISA READER & WASHER

MICROPLATE WASHER

- Stop or Pause key in the panel can be chosen to stop or pause during working.
- Aspirating in 2 positions, residual volume <0.7µl.
- Multi-plate can be selected by default settings or manual operation.
- Microplate holder is detachable, which makes easy to disinfect and maintain it.
- Suitable for flat, U and V-bottom microplates
- Special rinse procedure makes easy to maintain the device and reduces contamination between plates.

MICROPLATE READER

Built-in Windows XP system, 8" touch screen, edit, test, save, print efficiently and

conveniently.

- 8 channels zero dispersion monochromatic optical fiber testing system, automatic well center positioning
- High-precision rail transmissions, enclosing optical system, test 96 wells in 3 seconds.
- System self-check and diagnosis function for optical paths and mechanical parts.
- Lamp's automatic switch, energy-efficient design can extend the life of light source and make easy to change lamp.
- Shaking function, adjustable shaking speed and time.
- Specimen information records: lists and cards, directly input specimen No.,
 Patient Name, etc.
- Specimen No., OD value, result, S/CO value and term parameters can be shown in the same screen
- Quick tagging blank, specimen, positive control, quality control, multi-valued comparison.
- Wash bottle filter keeps sediment in the solution away the pipes.

USA/UK/JAPAN/GERMANY/NEWZEALAND

Warranty period shall be of two years starting from date of full functional commissioning.

10. MICROSCOPE

•10X (0.18mm) STD 16X (0.11mm) • OPT Objectives Achromat 4X/010 STD 10X/0.25 STD 40X/0.65 (sprung) STD 100X/1.25 oil (sprung) STD• **Head**

Binocular

Compensation Inclined 30deg STD Sliding

- Inclined 45deg •OPT Camera options •Eyepiece Cameras video or digital OPT C-mount Cameras video or digital with adapter
- •OPT SLR camera attachments OPT Digital Compact Camera Adaptors
- OPT Stage High Quality Mechanical Stage Slide holder Coaxial side control knobs STD Condenser Adjustable height, diaphragm control sub stage 1.25NA Abbe condenser STD Focus Coaxial Coarse/Fine Knobs STD Illumination
- •LED integrated into base STD.

USA/UK/JAPAN

Warranty period shall be of two years starting from date of full functional commissioning.

11. DRY INCUBATOR

Specification:-

Capacity: 35 liters

Temp. Readout: Microprocessor Controlled

Digital Display. Stability: 0.5°C.

Easy to clean interior, made of Stainless Steel

with 2 Shelves.

Temperature range is from Room

Temperature to 200°C.

Voltage / Power Rating: 230 V, 50 Hz.I

MPORTED/LOCAL MADE

	Warranty period shall be of two years starting from date of full functional commissioning.
12.	VORTEX MIXTURE
	Rotor Speed: 3000rpm
	Working mode: touch operation, continuous, stepless speed regulation Plate: Φ
	55mm, rubber
	Power Supply: 220V AC 50Hz 40W
	Dimension: 22.6x21x23 cm
	IMPORTED/LOCAL MADE
	Warranty period shall be of two years starting from date of full functional
	commissioning.
13.	MULTIMEDIA PROJECTOR 2000- 3000 LUMNS
13.	WIGETIMEDIA PROJECTOR 2000-3000 LOMINS
14.	GENERATOR 5KVA-15KVA WITH ATS PANEL
	Petrol /Gas operated with converion ion system with conopy
15.	TRANSFUSION BED
	For thalassaemia patient comfertable with drip stand and multicolurs
16.	TRNSFUSION COUCH /BLEEDING COUCH
	For thalassemia patient
17.	PORTABLE TEACHING SPEAKER
	wireless system Ampliphir complete set with all accessoreis
18.	STAND AIR CONDITIONER
10	2 TON DESK TOP COMPUTER.
19.	• Processor i3.
	• Ram 2 GB.
	Hard disk 320 GB.
	Super Combo DVD/RW.
	• Keyboard & Mouse. Size LCD / LED 19".
	Resolution: 13,66 x 768Panel type: TN
	• Color Support: 16.7M
20.	<u>Leaser Prater</u>
	Print speed: 18 PPM
	RAM: 8MB
	Resolution: 600 x 600dpi
	Page Per Month: 5000 Pages
0.4	Connectivity: USB
21.	Plastic Chair (1x4) Drin Stand
22.	Drip Stand Stool Eiling Cobinete
23.	Steel Filing Cabinet: Technical Specifications
	Steel filing cabinet four drawers with channel baring fitted cradle bars and 18 gauge
	height 54" depth 24" width 18", hammer color ICI color paint complete in all respect,
	imported steel.
L	r

G: Sample Forms

1. PERFORMANCE GUARANTEE/SECURITY FORM

To: [Name & Address of the Purchaser]

Whereas [Name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [number] dated [date] to supply [description of goods] (hereinafter called "the Contract").

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

And whereas we have agreed to provide a Guarantee: for the said Supplier

Therefore, we hereby unconditionally and irrevocably guarantee, 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 requiring the Purchaser to initiate action against the Supplier and without cavil or argument any sum or sums within the limits of [Amount of Guarantee] as aforesaid. The amount stated in the demand made under this guarantee shall be conclusive proof of the amount payable by the Guarantor under this guarantee.

The obligations of the Guarantor under this guarantee shall be valid for four months after the completion of delivery of supplies by the Supplier to the Purchaser of the full quantity of the goods for which this Guarantee is being given, and until all and any obligations and sums due have been paid in full.

Signature and Seal of the Guarantors / Bank	
Address	

Date

3. CONTRACT FORM

THIS CONTRACT is made at ______ on ____ day of ______ 2015, between the District Health Officer, Jamshoro (hereinafter referred to as the "Purchaser") 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 also referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Purchaser invited bids for procurement of (item name); in pursuance whereof M/s (firm name) being the Manufacturer / authorized Supplier / authorized Agent of (item name) in Pakistan and offered to supply the required item(s); and

WHEREAS the Purchaser has accepted the bid by the Supplier for the supply of (item name) in the sum of Rs (amount in figures and words) cost per unit, the total amount of (quantity of goods) shall be Rs (amount in figures and words).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

- 1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":
- 2. The following documents shall be deemed to form and be read and construed as an integral part of this Contract, viz:
 - a. the Price Schedule submitted by the Bidder,
 - b. the Schedule of Requirements;
 - c. the Technical Specifications;
 - d. the General Conditions of Contract;
 - e. the Special Conditions of Contract;
 - f. the Purchaser's Notification of Award; and
 - g. the Purchase Order
- 3. In consideration of the payments to be made by the Purchaser to the Supplier/Manufacturer as hereinafter mentioned, the Supplier/Manufacturer hereby covenants with the Purchaser to provide the goods namely and to remedy defects therein in conformity in all respects with the provisions of this Contract or make replacement of defective goods, as the case may be, without any additional charge, to the satisfaction of the Purchaser.
- 4. The Purchaser 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 herein by this Contract.

- 5. [The Seller / Supplier] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit form Government of Sindh or any agency thereof or any other entity owned or controlled by it (GoS) 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 GoS, except that which has been expressly declared pursuant hereto.
- 7. [The Seller/ Supplier] certifies that it has made and will make full disclosures of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
- 8. [The Seller/ 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 GoS under any law, Contract or other instrument, be avoidable at the option of Purchaser.
- 9. Notwithstanding any rights and remedies exercised by the Purchaser in this regard, [The Seller/ Supplier] agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten time the sum of. any commission, gratification, bribe, finder's fee or kickback given by [The Seller / Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Purchaser.
- 10. In case of any dispute concerning the interpretation and / or application of this Contract, it shall be settled through arbitration. The Secretary to the Government of Sindh, Health Department or his nominee shall act as a sole arbitrator. The decisions taken and / or award given 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 Hyderabad / Karachi shall have the exclusive jurisdiction to adjudicate.

IN WITNESS whereof the Parties hereto have at (the place) and shall expear first above mentioned.	
Signed / Sealed by the Manufacturer / Authorized Supplier / Authorized Agent	Signed / Sealed by Purchaser
WITNESS	
1	1
2	2

H: Bid Form & Price Schedule

1.	BID FORM			
	Date:			
То:	[Name and address of Purchaser]			
Dear S	Sir,			
acknown said B such o	ng examined the Bidding Documents, the owledged, we, the undersigned, offer to supply a Bidding Documents for the sum of [Total Bid other sums as may be ascertained in accordance with and made part of this bid.	and deliver the goods specified in the Amount], [Bid Amount in words] or		
2. delive	We undertake, if our bid is accepted, to deli- ery schedule specified in the Schedule of Requir	•		
	3. If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of 5% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.			
	We agree to the validity of this bid till 30 th cial bid opening and it shall remain binding ubefore the expiration of that period.			
	Until a formal Contract is prepared and exercise and notification of awarding Contract between us.			
6. receive	We understand that you are not bound to acve.	ecept the lowest or any bid you may		
Dated	1 this day of 201	5.		
•	ature e capacity of) authorized to sign hid for and on behalf of			

2. PRICE SCHEDULE IN PAK RUPEES

Name of Bidder _____

S. No.	Description	Qty	Unit Price	Total Price
1	Menu driven 51 program memory with tamper proof facility Option to centrifuge by setting either RPM or RCF (speed accuracy +10rpm) Time setting up to 99 minutes 9 Acceleration & 10 Deceleration profiles 0 Temperature range setting -20 C to 40 C 0 Two Pre-cooling program (4 C / 22 C) Dual LCD monitors displays set & run parameters Viewing window for RPM calibration Safety Features: Electronic door interlock, Imbalance cut-off & Over speed protection Key lock for authorized access Safety gas hinges prevents accidental door drop 1 bucket can accommodate 2 triple bags Warranty period shall be of two years starting from date of full functional commissioning.	01		
2	BLOOD BANK REFRIGERATOR Temperature: 4°C Accuracy: ± 0.5°C Volume: 260 liter No. of Baskets: Four Blood Bags (Aprox): 120 Dimension: 570 x 550 x 1420 Net Weight: 86 KG Chart Recorder: Optional Alarm: Audio / Visual Light: Fluorescent Operating Volt: 230V AC Power Frequency: 50/60 Hz IMPORTED /LOCAL MADE Warranty period shall be of two years starting from date of full functional commissioning.	01		

3	PLASMA FREEZER (-40 DEGREE	01	
	CENTRIGRATE)		
	Precise Temperature management		
	with the help of highly sensitive		
	microprocessor controller: 40^C		
	(Deviation <+0.5^C).		
	 Lockable heavy duty swivel castor 		
	wheels.		
	Flicker free internal lighting.		
	Illuminates once door is open.		
	High density insulated door and		
	cabinet with internal acrylic door to reduce temperature loss.		
	8 Hrs battery backup system for alarm		
	system.		
	Temperature display and chart		
	recorder.		
	 Large display of temperature on the 		
	door and at eye level for ease of		
	operation.		
	 Smart handle with LED door open & 		
	closure indication.		
	Audio visual alarm for temperature		
	and power failure.		
	<u>USA/UK/JAPAN/ITALY</u>		
	Warranty period shall be of two years starting		
	from date of full functional commissioning.		
4	TUBE SEALER	02	
	W - 1 - 4 4 12		
	Weight: 4.1 KgPower supply:100/115/230/240		
	VAC 50/60 Hz		
	 Internal fuse: 2x T2,5 AL 250 V 		
	 Effective consumption: 220 VA 		
	• Sealing time: Adjustable from 0,5		
	to 5 seconds		
	 Frequency: 40,68 MHz crystal controlled 		
	Output Power: 90W/50 Ohm		
	maximum		
	 Dimension: 290 x 220 x 88 mm 		
	(incl. RF outlet)		
	Operating Temperature: 10 -		
	40°C • Storage temperature: -40 -		
	+50°C		
	Operation: During permanent		
	use1 sealing every 3 seconds		
	Classification: Electro-shock		

		Т	
	protection: Class 2 type B USA/UK/JAPAN/GERMANY		
	Warranty period shall be of two years starting		
	from date of full functional commissioning.		
5	BLOOD BAG MIXER	02	
5	All-in-one	02	
	Convenient scale design		
	Easy-to-follow operation		
	Alarm Indication		
	Logical and easy-to-use button panel.		
	Portable and light weight		
	IMPORTED/ LOCAL MADE		
	Warranty period shall be of two years starting		
	from date of full functional commissioning.		
6	SERO FUGE	01	
6	SERO FUGE	U1	
	Chable aread autout area		
	Stable speed output even		
	under unstable voltage		
	conditions.		
	Imbalance armored break proof protection for inner		
	proof protection for inner		
	chamber.		
	Acceleration and deceleration colortable in 3 stans		
	selectable in 3 steps.		
	Actual RCF displayed on LCD.Buzzer on Alarm.		
	Door interlock		
			
	 Frequency controlled induction drive. 		
	Brushless induction motor.		
	Rotor capacity: 5ml x 24 pos /5ml x 13 pos		
	nos./5ml x 12 nos. • Multi-color LCD.		
	• 0-3500 RPM.		
	 0-3300 RFM. 0-99 minutes timer. 		
	• 0-99 minutes timer.		
	LICA/LIK/ IADAN		
	<u>USA/UK/JAPAN</u>		
	Warranty period shall be of two years starting		
	Warranty period shall be of two years starting from date of full functional commissioning.		
	nom date of full functional commissioning.		
7	HEMATOLOGY ANALYZED	04	
7	HEMATOLOGY ANALYZER	01	
	2 Don't Differential		
	• 3 Part Differential with 20 Parameters + 3		
	histograms (RBC, WBC, PLT)		
	WBC, RBC, Hgb, Hct, MCV, MCH, MCHC, Plt,		
	RDW, MPV, Ly%, LY#,MO%,MO#,GR%,GR#		
	WBC Histogram, RBC Histogram, Plt		
	Histogram,PCT, PDW		
	Sample: Whole Blood 30ul for normal		

			T.	I
	Microplate holder is detachable, which makes easy to disinfect and maintain it.			
	Suitable for flat, U and V-bottom micro plates			
	Special rinse procedure makes easy to maintain the device and reduces contamination between plates.			
	MICROPLATE READER ■ Built-in Windows XP system, 8" touch screen, edit, test, save, print efficiently and conveniently. ■ 8 channels zero dispersion monochromatic optical fiber testing system, automatic well center positioning ■ High-precision rail transmissions, enclosing optical system, test 96 wells in 3 seconds. ■ System self-check and diagnosis function for optical paths and mechanical parts. ■ Lamp's automatic switch, energy-efficient design can extend the life of light source and make easy to change lamp. ■ Shaking function, adjustable shaking speed and time. ■ Specimen information records: lists and cards, directly input specimen No., Patient Name, etc. ■ Specimen No., OD value, result, S/CO value and term parameters can be shown in the same screen ■ Quick tagging blank, specimen, positive control, quality control, multi-valued comparison. ■ Wash bottle filter keeps sediment in the solution away the pipes. USA/UK/JAPAN/GERMANY/NEWZEALAND Warranty period shall be of two years starting			
10	from date of full functional commissioning.	02		
10	•10X (0.18mm) STD 16X (0.11mm) • OPT	02		
	•10X (0.18mm) STD 16X (0.11mm) • OPT Objectives Achromat 4X/010 STD 10X/0.25 STD 40X/0.65 (sprung) STD 100X/1.25 oil (sprung) STD• Head Binocular Compensation Inclined 30deg STD Sliding • Inclined 45deg •OPT Camera options •Eyepiece			
	Cameras – video or digital OPT C-mount			<u> </u>

	Cameras – video or digital with adapter •OPT SLR camera attachments • OPT Digital Compact Camera Adaptors • OPT Stage High Quality Mechanical Stage Slide holder Coaxial side control knobs STD Condenser Adjustable height, diaphragm control substage 1.25NA Abbe condenser STD Focus Coaxial Coarse/Fine Knobs STD Illumination •LED integrated into base STD. USA/UK/JAPAN Warranty period shall be of two years starting from date of full functional commissioning.		
11	DRY INCUBATOR	01	
	Specification:- Capacity: 35 liters Temp. Readout: Microprocessor Controlled Digital Display. Stability: 0.5°C. Easy to clean interior, made of Stainless Steel with 2 Shelves. Temperature range is from Room Temperature to 200°C. Voltage / Power Rating: 230 V, 50 Hz. IMPORTED/LOCAL MADE Warranty period shall be of two years starting from date of full functional commissioning.		
12	VORTEX MIXTURE	01	
	Rotor Speed: 3000rpm Working mode: touch operation, continuous, stepless speed regulation Plate: Φ 55mm, rubber Power Supply: 220V AC 50Hz 40W Dimension: 22.6x21x23 cm IMPORTED/LOCAL MADE Warranty period shall be of two years starting from date of full functional commissioning.		

13	MULTIMEDIA DECTOR 2000 2000	01	
13	MULTIMEDIA PROJECTOR 2000- 3000	01	
	<u>LUMNS</u>		
14	GENERATOR 5KVA-15KVA WITH ATS	01	
	PANEL		
	Petrol /Gas operated with conversion ion system		
	with canopy		
15	TRANSFUSION BED	05	
	For thalassaemia patient comfortable with drip		
	stand and multicolor		
16	TRNSFUSION COUCH /BLEEDING COUCH	05	
	For thalassemia patient		
17	PORTABLE TEACHING SPEAKER	01	
	wireless system Ampliphir complete set with all		
	accessories		
18	STAND AIR CONDITIONER	02	
	2 TON	-	
19	DESK TOP COMPUTER.	04	
	Processor i3.		
	Ram 2 GB.		
	Hard disk 320 GB.		
	Super Combo DVD/RW.		
	• Keyboard & Mouse. Size LCD / LED 19".		
	Resolution: 13,66 x 768Panel type: TN		
	Color Support: 16.7M		
20	Leaser Prater	04	
20	Print speed: 18 PPM	57	
	• RAM: 8MB		
	Resolution: 600 x 600dpi		
	Page Per Month: 5000 Pages		
0.1	Connectivity: USB	0.4	
21	Plastic Chair (1x4)	04	
22	Drip Stand	04	
23	Steel Filing Cabinet:	04	
	Technical Specifications		
	Steel filing cabinet four drawers with channel		
	baring fitted cradle bars and 18 gauge height 54"		
	depth 24" width 18", hammer color ICI color		
	paint complete in all respect, imported steel.		

Sign and Stamp of Bidder

Note:

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

DISTRICT HEALTH OFFICER JAMSHORO