

SINDH PRISONS DEPARTMENT



BID DOCUMENT *Single Stage Two Envelope Procedure*

PURCHASE OF

DIGITAL X-RAY MACHINES 300 mA FOR THE YEAR 2014-15

No. SB-1/ _____ R.T NO. _____ Dated ____/____/2015

GOVERNMENT OF SINDH



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INSTRUCTIONS TO BIDDERS

The Inspector General of Prisons Sindh, Karachi intends to purchase the **Digital X-Ray Machines 300 mA** on F.O.R basis. This Bid is issued for the supply, installation, putting into operation and demonstration of the working of the Bided **Digital X-Ray Machines 300 mA** as per Schedule of requirements given in this Bid Document.

In accordance with Sindh Public Procurement Rules, 2010 (amended 2013), the Inspector General of Prisons Sindh Karachi invites sealed Bids for supply of Digital X-Rays Machines 300 mA from the manufacturers, authorized dealers & experienced suppliers duly registered with Sales Tax and Income Tax Department:

S. #	Name of Item	Bid Fee In (Rupees) (non-refundable)	Last date of purchase of Bid Document	Submission	Opening
1)	Digital X-Ray Machines 300 mA 3 No.	Rs.1000/-	02.06.2015	<u>03.06.2015</u> 11.30 a.m	<u>03.06.2015</u> 12.30 P.M

- Quantity of above mentioned store can be increased or decreased according to SPPRA Rules 2010 (amended 2013).
- Bidders must be registered with **Pakistan Nuclear Regulatory Authority (PNRA)** (copy of registration must be attached with the bid document), without registration / documentary proof bidders shall be disqualified.
- Interested manufacturers, authorized dealers & experienced suppliers may obtain the Bid documents for the supplies of above mentioned different kind of store from the office of Inspector General of Prisons Sindh Camp at Pir Illahi Bux Road Muslimabad Co-operative Housing Society Karachi by submitting application on their letter head alongwith requisite Bid fee.
- Sealed Bid on prescribed proforma alongwith 3% bid security of the total bid in the form of Pay Order / Demand Draft in favour of Inspector General of Prisons Sindh Karachi should reach in office of Inspector General of Prisons Sindh Camp at Pir Illahi Bux Road Muslimabad Co-operative Housing Society Karachi as mentioned above against each.
- Technical Proposal shall contain original bid document purchase by the bidder and each page should be signed & sealed.
- Rate quoted must include Income Tax and other taxes according to Government rules.
- The Bid will be opened by Purchase Committee in presence of representatives of bidders who choose to be present on the occasion, in the office of the Inspector General of Prisons Sindh Camp at Pir Illahi Bux Road Muslimabad Co-operative Housing Society Karachi.



- Samples / Original Brouchers of above mentioned store as mentioned in bid document where applicable should also be submitted alongwith the bid, non submission of samples will make the bidder ineligible / un-qualified.
- Only bids offered on the prescribed Bid form issued by the Inspector General of Prisons Sindh Karachi shall be accepted. However additional sheets may be attached, if required.
- Technical Proposals will be opened on above mentioned date and time in presence of the bidders or their representatives present on the occasion.
- Purchase Committee will scrutinize all the Technical Proposals and will finalize the list of qualified firms which are according to given specification.
- Date of opening of the Financial Proposals will be announced later on. The proposal of only those companies / firms will consider which are declared qualified by the Purchase Committee.
- Conditional Bid / application will not be entertained.
- Supply must be completed according to clause of bid document and handed over on (D.D.P) destination at the office of undersigned.
- Any further information needed, may be obtained from the office of Inspector General of Prisons Sindh Camp at Pir Illahi Bux Road Muslimabad Co-operative Housing Society Karachi on any working day during office hours on phone No. 021-99231418, 99231084 and fax No. 021-99231418.
- The competent authority reserves the right to reject any or all Bids in accordance with the SPPRA Rules 2010 (amended 2013).
- In case Government announces any public holiday on the date of submission and opening of bid documents then same will be opened on the next working day.

PREPARATION OF BID

1. Language of Bid

The Bid along with any accompanying literature shall be prepared in English language only.

2. Submission of Bid

The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal.

The envelopes shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion.

Initially, only the envelope marked “**TECHNICAL PROPOSAL**” shall be opened.

The envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of Purchase Committee without being opened.



The Purchase Committee shall evaluate the Technical Proposal, without reference to the price and reject any proposal which do 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 proposal, the Purchase Committee shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The time, date and venue shall be communicated to the bidders in advance.

The financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders.

The bid found to be the lowest evaluated bid shall be accepted.

The Form of Bid (Annexure "A"), Bid Particulars (Annexure "B") and forms of Schedule to Bid Annexure "C", enclosed herewith, shall be submitted in duplicate. The authorized person signing the Bid documents must state his full name and authorized position/designation underneath his signature.

The erasing and / or alterations, if any, in the Bid shall be authenticated by the authorized person by his / her full signature.

The Bid shall be accompanied with the original quotations from the manufactures, in case the Bid is submitted through their authorized agents or distributors, and shall be supported by credentials establishing the experience and standing of the manufactures and / or their authorized agents or distributors.

Ambiguous and incorrect answers and / incorrect filling of Bid Documents will render the Bid liable to rejection.

Quotations through cable, telegraph, telex, fax, or e-mail shall not be considered.

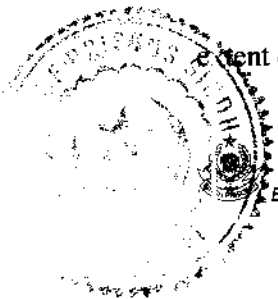
The Bids shall not rely on any interpretation or correction given by any person except the written addenda and / or corrigenda to documents issued by the competent authority.

3. Bid Security Form and Bid Performance Security Form

The Bidder shall enclose with his / her Bid a Pay Order or Demand Draft to this Bid Document, issued by a scheduled / commercial bank doing business in Pakistan, for an amount **3% of the total Bid** of the stores as per the Bid submitted by him / her. The Bid Security shall be in favor of **Inspector General of Prisons Sindh, Karachi**. The security so furnished shall remain **valid for a period of 28 days beyond the period of validity of the Bid** or till it is revalidated / extended for a period mutually agreed upon by the Bidder and the Inspector General of Prisons Sindh Karachi.

If the Bid is rejected, the Bid Security will be returned as soon as possible after rejection.

The **Successful Bidder** shall have to give a **Contract Performance Security** to the extent of **10% of the total value** of the contract.



The Performance Security shall be retained by the Inspector General of Prisons Sindh Karachi till the completion of the period of guarantee.

In case the Bidder after acceptance of Bid fails / refuses, the earnest money / Bid Security will be forfeited, to make agreement for supply,

4. Quality of Stores

The equipment, spares and other relevant materials, (hereinafter called "Stores") quoted and supplied against this "Bid Notice" shall be strictly in accordance with the Specifications attached with this "Bid Document". The Stores shall be the product of an established manufacturer, shall conform to internationally acceptable commercial standards, and shall be a model that has been successfully operated over a reasonable period of time in Health Care Institution or in relevant industry.

In case the Stores are lacking in details, they may give their own proposals with detailed Specifications, preferable alternate proposals allowed with separate bid document and bid security.

The Stores offered by the Bidders must be of a quality suitable for the purpose and operations for which they are required, and must be capable of rendering the required performance and services at site in the local conditions of extreme **tropical climate**.

The Bidders must also warrant the use of best material in the making of the stores by the manufacturers. The use of substandard material shall make the Stores liable to rejection and the Bidder liable to pay compensation. The Bid shall be for **brand new** "Stores" robust in manufacturing according to the modern practices, processes and standards.

The **electric supply** for operation of the Stores will be made available at 220 volt single phase, or 380 volt three phase, and 50 cycles. Any additional requirement should be expressed at least one month prior to the equipment installation.

The Stores offered shall be complete with their **Standard Accessories**, fittings and tool kits and must be accompanied by their normal instruction book/ manual.

Wherever possible or feasible, each item of Stores offered must have its own protective devices, e.g. **overload protection** by circuit breakers or fuses, or voltage stabilized and U.P.S etc. for electric equipment.

The successful Bidders may be asked to supply list of spare parts for 5 years satisfactory operation of any item of the Stores, prior to award of the Contract.

5. Literature

The Bidders must furnish with their Bids **catalogues** giving full technical details of the Stores to enable the Purchase Committee to check their offers technically against the prescribed specifications failing which the offers will be liable to rejection.

6. Country of Origin

The Bidder must state in his Bid the country of origin of the Stores offered.



7. Prices

(Stores Manufactured / Available in Pakistan without Involving Import Stores Imported from Approved Countries)

The Prices quoted must be total per unit in Pakistani Rupees as shown in Annexure "C" and shall include:

- i. All the charges for packing, making, handling, insurance, inspection, guarantees, clearance, freight / transportation; agent's commission and all duties, taxes, levies, octroi etc; and
- ii. The cost of installation, putting into operation and demonstration.

8. Validity of Prices / Bid

The prices quoted shall be valid for a period of at least 90 days from the date of opening of the Bid.

Until the final Contract is executed, the successful Bidder shall be bound by the terms and conditions of this Bid document.

9. Acceptance of the Terms

The Submission of the Bid against this Bid inquiry by the Bidder means that the Bidder has read and **accepted the terms and conditions** relating to all the Bid documents and annexure, and that he / she has thoroughly examined the specifications and particulars in the Bid document. Further the Bidder shall be deemed to be fully aware of the nature of the Stores and the purpose for which they are required and shall be bound to accept the Contract if placed with him / her on the basis of the prices and of the delivery schedule as indicated in clause 12 hereof within the validity of his / her Bid.

10. Delivery Period

The entire stores must be delivered, installed and put into operation within 60 days after receiving the letter of award of the Contract.

11. Rights of the Purchase Committee

The Purchase Committee of Sindh Prisons Department reserves the **right to reject** any or all Bids subject to provision of SPPRA 2010 (amended 2013).

The Purchase Committee reserves the right to award the Contract to one Bidder or divide it among **several Bidders** on item wise basis.

The Purchase Committee of the Sindh Prisons Department reserves the right to increase or decrease the quantity of the Stores at its discretion without assigning any reason whatsoever.

The Purchase Committee reserves the right to cancel the offer of the Bidder whose Bid has been found / evaluated to be the lowest if it is revealed to the Purchase Committee that the Bidder does not have the capability or financial resources or facilities to carry out the Contract in accordance with the terms and conditions of this Bid Documents.

12. Evaluation & Comparison of Technical and Financial Bid.

In comparing Bids the Purchase Committee will consider, besides the prices quoted, other factors as **compliance with Specifications**, relative quality of Stores, past



experience of the Bidder, after sale service facilities available in Pakistan, the Bidder's capacity to perform, their financial stability through confidential bank statements & Sales/ Income tax certificate in the following manner.

The evaluation criteria **specification** mentioned in the Specification will also be considered for evaluation of the Bids.

For the purpose of evaluation of Bids, the prices to be compared shall be the **total prices** as stated in clause 7 titled "Prices" above.

Technical and Financial Evaluation based on following mandatory requirements among the least cost (lowest among the eligible bidders).

S#	Elevation Parameter	Brief Questionnaire
1.	Technical Proposal	
1A	HARD SPECIFICATION	<ul style="list-style-type: none"> • Technical Specification on Manufacturer original letter head with stamp. • Earnest Money (3% of the total bid value) in the shape of Pay order. • Delivery Schedule / Lead Time • Original Broacher with specification of quoted items. • Under taking on Manufacture letter head that the goods will be supplied brand new from current production.
		<ul style="list-style-type: none"> • Dealership authorization Certificate. • Service Center Facility.
		<ul style="list-style-type: none"> • Year of Establishment of Manufacture
		<ul style="list-style-type: none"> • Year of Establishment of Dealer
1B	SUPPORT CAPABILITY	<ul style="list-style-type: none"> • NTN Certificate with returns verified by the tax department • GST with returns verified by the tax department for the fiscal year 2012, 2013 and 2014. • Registration with Pakistan Nuclear Regulatory Authority (PNRA). • Affidavit: (that the firm has not been blacklisted by Government / non-Government Autonomous Body).
		<ul style="list-style-type: none"> • Bank Certificate / Statement three year for the fiscal year 2012, 2013 and 2014
		<ul style="list-style-type: none"> • Authorized dealer Financial Audit Report of the Consultant for the year 2012, 2013 and 2014
1C	PAST PERFORMANCE	<ul style="list-style-type: none"> • Authorized dealer Work Completion Certificate (Similar Work)
		<ul style="list-style-type: none"> • Authorized dealer Assignment / Projects in hand (Similar Work)
		<ul style="list-style-type: none"> • Authorized dealer Evidence of similar work shipment documents

13. Contacting the Purchaser

Any effort by a Bidder to influence the Inspector General of Prisons Sindh Karachi / Purchase Committee in the decisions in respect of Bid evaluation, or Contract award will result in the rejection of the Bidders bid.

Errors in the Bids

Any arithmetic errors found during evaluation of Bids shall be rectified on the following basis.

- i. If there is 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 Purchase Committee shall correct the total price.
- ii. If there is a discrepancy between the words and figures, the **amount in words** shall prevail.
- iii. If there is any discrepancy between the total Bid price entered in the Articles of Agreement and the total shown in the schedule of Price, the amount stated in the Articles of Agreement shall be corrected by the Purchase Committee in accordance with the **corrected Scheduled of Prices**.

If the Bidder does not accept the corrected amount of Bid, his / her Bid will be rejected and the Bid Security submitted with the Bid shall be forfeited.



CONDITIONS OF CONTRACT

1. **Scope of the Contract**

- a) The Scope of the Contract shall be the supply, deliver, installation, putting into operation and demonstration of the working of the Stores at the consignee's end, in accordance with the technical Specification and Bill of Quantities enclosed in this Bid Document.
- b) The Contractor shall within a period of 15 days of the execution of the agreement furnish a detailed program for supply and delivery of various items of the stores for necessary approval by the Inspection Committee.

2. **Definition of Terms**

In writing these conditions of Contract, Specifications and Bill of Quantities, the following words shall have the meanings hereby indicated, unless there is some thing in the subject matter or Contract inconsistent with such conditions.

- i) **The Purchase Committee** shall mean the Purchase Committee of Sindh Prisons Department Karachi.
- ii) **The Inspector General of Prisons Sindh** shall mean the Inspector General of Prisons Sindh, Karachi Purchaser including his successor in office and assignees, empowered to act in all matters pertaining to the Sindh Prisons Department.
- iii) **The Contractor or Supplier** shall mean the Bidder whose Bid has been accepted by the Purchase Committee and shall include the Bidder's executors, administrators, and successors and permitted assignees.
- iv) **The Stores** shall mean and include all the machinery, apparatus, equipment, material and articles to be provided by the Contractor under the Contract.
- v) **The Contract** shall mean the agreement signed by the Contractor with the Purchaser i.e. Inspector General of Prisons Sindh Karachi for the Supply, delivery, installation, putting into operation and demonstration for the working of the Stores, as stated under the Scope of the Contract above
- vi) **The Contract Price** shall mean the sum mentioned in or calculated in accordance with the provisions of the contract, which is to be paid to the Contractor for satisfactory execution of the Contract in accordance with these Conditions of Contract.
- vii) **The Specifications** shall mean the specifications annexed to or issued herewith.
- viii) **Month** shall mean the Calendar month.
- ix) **Writing** shall include any manuscript, type written, printed or other statement reproduced in any visible form and whether under seal or under hand.



3. Contract Documents

The terms **Contract Document** shall mean the following documents which shall be deemed to form an integral part of the Contract:

- a) Articles of Agreement;
- b) Instructions to Bidders;
- c) Conditions of Contract;
- d) Contractor's Proposal / Offer including the relevant correspondences prior to signing of the agreement with all Annexure duly filled in;
- e) The Specifications of the Stores; and
- f) Bill of Quantities with prices.

In the event of any **conflict** between the above mentioned document, the present Articles of Agreement and Conditions of Contract shall prevail.

4. Signing of the Contract Agreement

Within 15 days of the issue of the letter of Acceptance, the successful Bidder (Bidders) will be required to sign an agreement with the Inspector General of Prisons Sindh Karachi for the supply of such quantity, in whole or in part, of the Bided Stores as will be communicated to him / her (them) in the letter of Acceptance.

5. Packing, Marking and Handling

- a) All the Stores, whether imported or locally manufactured / available, shall be delivered to the consignee's end in safe and secure condition at the risk and cost of the Contractor.
- b) The packing, marking and handling shall be so arranged by the contractor as to prevent any loss of or damage to the Stores.

6. Inspection

There shall be joint inspection of the Stores by the Inspection Committee of Sindh PRISONS Department at the ware house of the Contractor at Karachi. The **Inspection Committee shall sign the inspection report, which inter-alia should indicate the condition in which each item of the Stores has been found.** The Contractor or his authorized representative will arrange the inspection within 7 days on completion of supply as per work order.

7. Taking Over

The Contractor shall coordinate with the Inspector General of Prisons Sindh Karachi after approval of the inspected stores, contractor will supply the stores at Central Prison Karachi, Central Prison Hyderabad and Central Prison Sukkur within 15 days after the inspection and ensure safe and secure delivery at the aforesaid Prisons and shall obtain certificate from the Superintendent and Medical Officer of the Prison that supplied stores has been received properly in acceptable condition. The taking over of the damaged item(s) will be with-held until the same are replaced and re-inspected and delivered within 15 days in acceptable condition.



8. Installations and Demonstration of Stores

a) Installation

- i). After delivery and taking over of the Stores, as stated in Clauses 6 and 7 above of CC, the **Contractor shall install** those items of Stores which are to be Permanently positioned. For this purpose, the Contractor shall co-ordinate with all the Deputy Inspectors General of Prisons of the Regions & Superintendents Prisons concerned for making arrangements for the infrastructure needed for the installation:
- ii). The successful Contractor shall provide, along with his offer, the details of the infrastructure needed for each item of the Stores separately. The Contractor at his cost shall provide the technical and other personnel needed for installation of the Stores. The entire cost of installation, except that of the needed infrastructure, shall be borne by the said Contractor.

b. Demonstration

- i) After installation of the Stores, as stated in Clause 8 (i) above, the complete **working of each item** of Stores for the purpose of performing the intended laboratory experiments, testing of specimen, recording of the test results etc and for production of any stores, shall be demonstrated fully to the designated staff of the Sindh Prisons Department by **the Contractor** or his technical personnel.
- i) The entire cost, including the T.A / D.A of the personnel involved in the demonstration, shall be borne by the Contractor.

9. Completion Certificate

After completion of the installation and demonstration as mentioned above, a certificate is to be obtained by the Contractor from the Superintendent Prisons of Karachi, Hyderabad & Sukkur respectively stating that the Digital X-Ray Machines have been satisfactorily installed and demonstrated by the Contractor.

10. Terms of Payment

After successful completion of Installation and demonstration, department will be liable to pay the 100 % payment to the contractor on submission of original invoice in triplicate and completion certificate form the Deputy Inspector General of Prisons (all) in Sindh as mentioned above. Prior obtaining payment the contractor / supplier will have to provide certificate from Excise & Taxation Department that he has cleared all professional taxes / dues.

11. Warranty / Guaranty

The Contractor shall guarantee supply of good quality Stores in accordance with the Specifications.

Further, the Stores shall be **brand new** and absolutely free from all defects in material, quality and workmanship. In case of defects, the defective Stores, or the defective parts / components of the stores thereof, shall be replaced by the Contractor free of cost to the Sindh Prisons Department as mentioned at Clause No. 7 of CC.



12. Breach of Contract

In case of breach of warranty / guarantee or Contract, the damages suffered by the Sindh Prisons Department shall be recovered from the Contractor out of any payment due to the Contractor and / or in accordance with the terms and conditions of the Contract Performance Security given at Annexure "D" enclosed with this Document, without notice to the Contractor.

13. Contractor's Default Liability

- a) The Department may upon written notice of default to the Contractor terminate the contract and to forfeit the amount of contract performance Security in the circumstances detailed hereunder:
 - i. If in the judgment of the Department the Contractor fails to make delivery of the Stores within the time specified in the Contract Agreement or within the period for which extension has been granted by the Department: and
 - ii. If in the judgment of the Department the Contractor fails to comply with any of the other provisions of the Contract.
- b) In the event the Department terminates the Contract in whole or in part as provided in Clause 13 a) above of CC, the Department reserves the right to purchase on such terms and conditions as it may deem appropriate, stores similar to the one terminated and the Contractor will be liable to the Department for any Additional Costs for such **similar Stores**.
- c) The Department will pay to the Contractor the contract Price for the completed Stores delivered to and accepted by the Department.

14. Termination of Contract

If, for any cause as set forth in Clause 15 hereafter, the Contractor finds it impracticable to continue operation or, if owing to force majeure or to any cause beyond its control, the Department finds it impossible to continue operation, then **prompt notification** in writing shall be given by the party affected to the other.

15. Force Majeure

The Contractor shall not be liable for any additional cost for delay or any failure to perform the Contract arising out of force majeure or cause beyond his / her control including acts of God, or of the public enemy, or of the government, fires, floods, epidemic quarantine restrictions, strikes, freight embargoes and provided that the Contractor shall within ten (10) days from the beginning of such delay notify the Department in writing of the causes of the delay. The Department shall ascertain the facts and the extent of the delay and extend the time for completing the supplies as in its judgment the findings justify.

16. Rejection

In the event any portion of the Stores supplied by the Contractor is found before taking over to be defective in material or workmanship, or otherwise not in conformity with the requirements of the Contract, the Purchase Committee shall have the right to either reject or require, in writing, rectification of the Stores. In the later case, the Contractor shall with utmost diligence, and at his own expense, made remove the defects so specified or replace the



defective Stores. If the Contractor fails to rectify or replace the rejected Stores, the Department may **Terminate the Contract** according to the terms & conditions of Contract.

17. **Extension of Time**

If the completion of the Contract is delayed due to reason beyond the control of the Contractor, the Contractor shall without delay request the Department in writing of his claim for an extension of time. The Department on receipt of such request may agree to extend the completion date as may be reasonable in the circumstances of the case by without prejudice to other terms and conditions of the Contract.

18. **Delays in Delivery- Liquidated Damages**

- a) Should the progress of the contract at any time be lagging behind the program agreed between the department and the Contractor, the department will notify the Contractor in writing and the Contractor shall there upon take such steps as he / she may deem fit to **expedite the progress** of the Contract. Non-issuance of this notice by the department shall not in any way absolve the Contractor of the liquidated damages.
- b) If the Contractor fails to **complete the Contract**, in full, within the time laid down in the Contract Agreement or any extension thereof, there shall be deducted from the Contract Price, as Liquidated damages, a sum of one half of one percent (0.5%) of the Contract price of each unit of the delayed Stores for each calendar week a delay subject to the maximum of 10 percent of the Contract Price of the unit or units so delayed, and such deduction shall be in full satisfaction of the Contractor's liability for the said failure. The Inspector General of Prisons Sindh Karachi has right to terminate the contract impose liquidity damages and other remedial measures as provided in the contract agreement.

19. **Period of Guarantee / Warranty**

- a) The term period of guarantee mean the period of twelve **(12) months** from the date on which the Stores have been put into operation and demonstrated to the Sindh Prisons Department. In any case this period shall not exceed eighteen (18) months from the date of taking-over certificate.
- b) During the period of guarantee, the Contractor shall remedy, at his / her expense, all defects in design, materials, and workmanship that may develop or are revealed under normal use of the said Stores upon receiving written notice from the Department; the notice shall indicate in what respect the Stores are faulty.
- c) The provisions of this Clause include all the expenses that the Contractor may have to incur for delivery and installation of such replacement parts, material, equipment as are needed for satisfactory operation of the Stores at the Prisons premises.
- d) The contractor shall provide guarantee for supply of spare parts as consumable for atleast 05 years.
- e) The contractor shall remain responsible for providing after sale service after even expiry of warranty period for 05 years (minimum).
In case of consumable items, kits and chemicals the contractor shall remain responsible for **specificity, efficacy & sensitivity** with maximum period of expiry as much allowed by manufacturer.



20. Non-assignment

The Contractor shall not have the right to assign or transfer without the prior approval of the Department the benefit and obligations of the Contract or any part thereof.

21. Expenditure under Contract

The Contractor shall not make any expenditure for the purpose of this contract in any country not authorized by the Government of Pakistan.

22. Certificate Not to Affect the Rights of the Sindh Prisons Department or the Contractor

No Certificate of the Sindh Prisons Department on account nor any sum paid on account by the Sindh Prisons Department nor any extension of time the delivery of the Stores pursuant to clause 19 shall affect or prejudice the rights of the Sindh Prisons Department against the contractor nor relieve the Contractor of his obligation for due performance of the Contract or be interpreted as approval of the Stores supplied, and no certificate shall create liability of the Sindh Prisons Department to pay for the alterations, amendments, variations etc. not ordered in writing by the Sindh Prisons Department or discharge the Contractor for the payment of damages or of any sum against the payment of which he / she is bound to indemnify the Sindh Prisons Department nor shall such certificate nor the acceptance by him / her of any sum paid affect or **prejudice the rights of the Contractor** against the Sindh Prisons Department.

23. Withholding Tax, Sales Tax and other Taxes

The Contractor is hereby informed that the Government shall deducted tax at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered by any Contractor who signs a contract with the Prisons Department. The Contractor will be responsible for all taxes on transaction and / or income, which may be levied by Government. If Contractor is exempted from any specific taxes, then it will provide the relevant documents with the proposal.

24. Stamp Duty

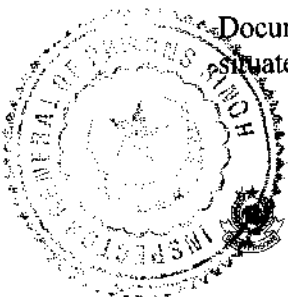
Stamp duty for contract documents shall be borne by Contractor / bidder at the time of signing of contract at the rate of Rs.0.3% of the contract value.

25. Payments Due from the Contractor

All costs, ascertained damages or expenses for which under the Contract that Contractor is liable to the Sindh Prisons Department may be deducted by the Department from the money due or may become due to the Contractor under the Contract or may be recovered by action of law or other wise from the Contractor.

26. Legal proceedings

The laws of Pakistan and no proceedings to govern the Contract and the Bid Documents or arising out of any of them shall be instituted in any courts other than those situated at Karachi.



27. Dispute

Should any question or dispute arise as to the material, design, construct or delay in the supply of the Stores or the purpose or the performance for which they are required or are warranted, the Department shall nominate an independent certifier / expert having knowledge of stores, who will, after affording the parties to the dispute an opportunity to present their contention, and after having tests made as the certifier deems fit, certify whether there has been any breach of Contract or warranty and, If so, what sum shall be paid to the Department in diminution or extinction of price, and such certificates shall be paid to the Department in diminution or extinction of price, and such certificates shall be final and binding and shall not be questioned and shall be acted upon in arbitral or other legal proceedings. The award of the costs of the certifier will be within his / her own discretion and shall be recoverable from the party against which the costs are awarded.

28. Arbitration

All disputes and matters of difference whatsoever (other than those relations to the certificate of expert certifier) between the Department and the Contractor relation to and arising out of the Contract and Bid Documents thereof, each party nominating its own arbitrator. The arbitrators within the first three-arbitral hearings will nominate the umpire. **The award of the arbitrators or of the umpire shall be final and binding** upon the parties. The arbitral proceedings shall be held at Karachi.



ARTICLES OF AGREEMENT

This Agreement made this _____ day of _____ 2015, by and between the Inspector General of Prisons Sindh Karachi, hereinafter called the "Party No.1", of the one part, And _____

(name and designation of the authorized person)

of _____
located at _____

hereinafter called the "Party No.2" which expression shall include their successor, legal representatives of the second part.

Whereas the Party No.1 requires the stores and related services for its various Prisons, and whereas the Party No.2 has agreed to supply, install, put into operation and demonstrate the working of the said stores valued at _____

(amount in figures and words)

in the period of _____ days / months, subject to the terms and conditions set forth, hereinafter, which have been accepted by the Party No.2.

Now this Agreement witnessed as follows:

1. In this agreement works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents which, for the purpose of identification, have been signed by _____

(name and designation of the authorized person)

on behalf of the **Party No.2**, and by Inspector General of Prisons Sindh Karachi, all of which shall be deemed to form and be read and construed as a part of this **Agreement viz:**

- a) Articles of Agreement;
- b) Instructions to Bids;
- c) Condition of Contract;
- d) Offer of Party No.2 including the relevant correspondences prior to signing of this Agreement with all Annexure duly filled in:
- e) The specifications of the stores; and
- f) Bill of quantity with prices.



3. In consideration of the payment to be made to the Party No.2, the **Party No.2** hereby **covenants** with the Inspector General of Prisons Sindh Karachi to supply, deliver, install, put into operation and demonstrate the working of the stores in conformity in all respects of the Contract.

4. The **Inspector General of Prisons Sindh Karachi** hereby **covenants** to pay the contractor in consideration of the supply, delivery, installation, putting into operation and demonstration of the working of the equipment the contract price in the manner prescribed by the contract and approved by the Inspector General of Prisons Sindh Karachi .

In witness Thereof the parties have hereunto set their respective hands and seals, the day month and year above written.

*Inspector General of Prisons Sindh
Camp Office at Karachi*

WITNESSES OF PARTY NO.1:

Witness No. 1: Signature _____

Name: _____

Designation: _____

witness No. 2: Signature: _____

Name: _____

Designation: _____

CONTRACTOR

WITNESSES OF PARTY NO.2:

Witness No. 1: Signature: _____

Name: _____

Designation: _____

Witness No. 2: Signature: _____

Name: _____

Designation: _____



Form of Bid
(Letter Of Offer)

Eid Reference No. **IGP/SB/2015/**

Dated _____

Name of Contract: **PURCHASE OF DIGITAL X-RAY MACHINES 300 mA**The Inspector General of Prisons Sindh,
Camp Office at Karachi.

Dear sir,

1. Having examined the Bid Documents including instructions to Bidders, Conditions of Contract, Specifications, Schedule of Prices etc. for the execution of the above-named Contract, we, the undersigned, being a company doing business under the name and address _____

and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such contract and remedy any defects therein in conformity with the requisite Documents for the Total Bid Price of Rs. _____ (in figures and words) or such other sum as may be ascertained in accordance with the said documents.

2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security referred to in Clause 4 of the Instructions to Bidders in the amount of Rs. _____ (in words and figures) drawn in favor of or made payable to Inspector General of Prisons Sindh Karachi and valid for a period of 28 days beyond the period of validity of this Bid.
4. We undertake, if our Bid is accepted, to complete the whole of the work comprised in the above-named Contract within the time.
5. We agree to abide by this Bid for the period of 90 days beyond the date of opening of the Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of this period.
6. Unless and until a formal Contract Agreement is signed, this Bid, together with your acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Contract Performance Security referred to in Clause 4 of the Instructions to Bidders for due performance of the Contract.

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



9. We do hereby declare that this Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the above-named Contract.

Dated this _____ of _____ 2015

Signature _____ in the capacity of _____ Authorized

To sign Bid for and on behalf of _____
(Name of Bidder in Block Capitals)

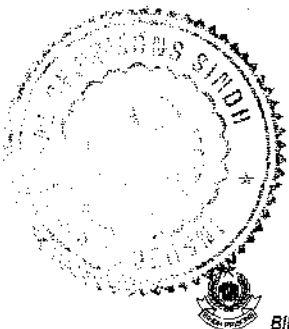
Address _____

Witness

Name:- _____

Address: _____

Occupation: _____



BID PARTICULARS

THE BIDDERS MUST SUPPLY THE FOLLOWING SPECIFIC INFORMATION FOR EACH ITEM OR GROUP OF ITEMS OF THE STORES:

1. Conformation of Stores:

Whether the Stores offered conform to the particulars specified in the Schedule.

2. Manufacturing Details:

- (a) Brand of stores;
- (ii) Name and address of manufacturer; and
- (iii) Country of origin of Stores.

Delivery Schedule

- (i) Earliest date by which delivery can be effected;
- (ii) Complete schedule of delivery; and
- (iii) If the delivery period is different for different items, it must be indicated item-wise.

Whether the specification for packing given in the Bid Documents will be adhered to.



TECHNICAL PROPOSAL FORM**REQUIREMENT OF 3 NO. DIGITAL X-RAY MACHINES 300 mA FOR SINDH PRISONS FOR THE YEAR 2014-15**

Sl. No.	DESCRIPTION / SPECIFICATIONS	Quantity	SPECIFICATION REFERRED																																						
1.	<p><u>HIGH FREQUENCY 30KW (300 mA @ 100KV) MONOBLOCK X-RAY MACHINE</u></p> <ul style="list-style-type: none"> • CAPACITOR POWERED HIGH FREQUENCY INVERTER • INVERTER FREQUENCY 40 KHz • PLUG INTO NORMAL 16A WALL POWER OUTLETS. <p><u>CONTROL CONSOLE:</u> Microprocessor controlled console:</p> <table border="1" data-bbox="245 881 900 945"> <tr> <td>Display</td> <td>5.7" colour touch screen display</td> </tr> <tr> <td>Alarm</td> <td>Acoustic and luminous X-Ray emission alarm</td> </tr> </table> <p><u>X-RAY GENERATOR:</u> Dual Frequency monobloc:</p> <table border="1" data-bbox="245 1060 900 1304"> <tr> <td>Maximum power</td> <td>30 KW</td> </tr> <tr> <td>Maximum kVp</td> <td>125 KV</td> </tr> <tr> <td>Maximum mA</td> <td>350 mA</td> </tr> <tr> <td>Minimum Exposure time</td> <td>2 millisecc.</td> </tr> <tr> <td>Minimum mAs</td> <td>300 mAs</td> </tr> <tr> <td>Monobloc thermal capacity</td> <td>800 KHU</td> </tr> <tr> <td>Inverter Frequency</td> <td>40 KHz</td> </tr> <tr> <td>KV ripple</td> <td>< 2%</td> </tr> </table> <p><u>X-RAY TUBE:</u> Dual Focus Rotating Anode:</p> <table border="1" data-bbox="245 1395 900 1703"> <tr> <td>Focal spot size</td> <td>0.6 – 1.3mm (10 KW / 30 KW)</td> </tr> <tr> <td>Anode</td> <td>Rotating (3000 rpm maximum)</td> </tr> <tr> <td>Anode material</td> <td>RTM</td> </tr> <tr> <td>Anode angle</td> <td>15° or better</td> </tr> <tr> <td>Anode heat dissipation</td> <td>100 KHU or better</td> </tr> <tr> <td>Max continuous anode heat dissipation</td> <td>300 W or better</td> </tr> <tr> <td>Max voltage</td> <td>130 kVp</td> </tr> </table> <p><u>MODE OF OPERATION:</u></p> <table border="1" data-bbox="245 1795 900 2084"> <tr> <td>3-point operation (kVp – mA-time)</td> <td>kVp selection: from 40 to 125 kV [1 kV step] mA selection: from 50 to 350 mA [10 steps] Time selection: from 0.002 to 6 sec [34 steps]</td> </tr> <tr> <td>2-point operation (kVp) – mAs</td> <td>kVp selection: from 40 to 125 kV [1 kV step] mAs selection: from 0.5 to 300 mAs [26 steps]</td> </tr> </table>	Display	5.7" colour touch screen display	Alarm	Acoustic and luminous X-Ray emission alarm	Maximum power	30 KW	Maximum kVp	125 KV	Maximum mA	350 mA	Minimum Exposure time	2 millisecc.	Minimum mAs	300 mAs	Monobloc thermal capacity	800 KHU	Inverter Frequency	40 KHz	KV ripple	< 2%	Focal spot size	0.6 – 1.3mm (10 KW / 30 KW)	Anode	Rotating (3000 rpm maximum)	Anode material	RTM	Anode angle	15° or better	Anode heat dissipation	100 KHU or better	Max continuous anode heat dissipation	300 W or better	Max voltage	130 kVp	3-point operation (kVp – mA-time)	kVp selection: from 40 to 125 kV [1 kV step] mA selection: from 50 to 350 mA [10 steps] Time selection: from 0.002 to 6 sec [34 steps]	2-point operation (kVp) – mAs	kVp selection: from 40 to 125 kV [1 kV step] mAs selection: from 0.5 to 300 mAs [26 steps]	3 No.	
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Anatomical programming	400 stored techniques or more
Compensation levels	5 patients thickness compensation levels
Outputs	RS232 for software updating

MOBILE STAND:

Antistatic rubber wheels
 Dead-man operated parking brake
 Variable focus-floor distance from 40 to 200cm
 Monobloc yoke support rotation: +90° / -90°
 Monobloc rotation in the yoke: -55° / +160°
 Cassette bin for storing up to nr. 6 radiographic
 Cassettes 35x43 cm size (14x17 inches)

COLLIMATOR:

Square field single layer
 Manual collimator
 Adjustment from 0x0 to 43x43 cm at 1m focal distance (FFD)
 Lamp for X-Ray field simulation and automatic switch off after 30 sec.
 Retractable tape measure for FFD measurement ±90° collimator rotation.

SAFETY AND PROTECTION:

Automatic control and protection of the filament current.
 Over current protection
 Over voltage protection
 X-Ray tube overload protection
 Monobloc kHU automatic survey
 Errors description

MAINS AND POWER SUPPLY:

± 10% automatic line compensation
 Voltage: 230 Vac, 50Hz, Single phase
 Current consumption: 16A maximum

COUNTRY OF ORIGIN:

USA, Europe and Japan

Full Name, Address & Stamp of Firm _____

CNIC No. of authorized Person _____

Signature of Authorized Person _____



FINANCIAL PROPOSAL FORM**REQUIREMENT OF 3 NO. DIGITAL X-RAY MACHINES 300 mA FOR
SINDH PRISONS FOR THE YEAR 2014-2015**

Name of Item / Specification	Amount in Figure & Words		
	Rate per Unit (Rs.)	GST (Rs.)	Total Amount (Rs.)

Tender are required to comply with all the clauses mentioned in the terms and conditions of the tender alongwith submission of all the relevant documents required. In case of any deviation / incomplete documents from tenderer will be prohibited for competing in the tender / render their offer in invalid.

Pay Order / Demand Draft of Bid Security
3% of the total bid amount (in original
must be attached with Bid)

Number(s)

Amount

Name of Bank(s) with Full Address _____

Full Name & Address of Firm _____

CNIC No. of authorized Person _____

Signature of Authorized Person _____

Seal / Stamp of Firm _____

