

**DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI.**



**BIDDING DOCUMENT**

*(Single Stage - Two Envelope Bidding Procedure)*

**FOR**

**SUPPLY, INSTALLATION AND COMMISSIONING,  
MAINTENANCE OF  
HAEMATOLOGY AUTOMATION SYSTEM (HAS)  
ON REAGENT RENTAL BASIS**

**NIT No. DUHS/DP/2021/-160 Dated 28 September, 2021**

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**IMPORTANT NOTE:**

The Contractor is expected to examine the Bidding Documents, including all instructions, forms, terms and conditions, appendix, annexures, specifications and charts / drawings. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

In case of any conflict of instructions / provisions herein with the Sindh Public Procurement Act, 2009, Amendment Act, Sindh Public Procurement Rules, 2010 and Amendments upto date (“the Rules”), the Rules shall prevail.

Contractors must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Contractor for scrutiny.

Applicability of Sindh Public Procurement Act 2009, Sindh Public Procurement Rules, 2010 This Bidding Process will be governed under Sindh Public Procurement Rules, 2010, as amended from time to time during the completion of the project.

## 1. NOTICE INVITING TENDER (IFB / NIT)

### No. DUHS/DP/2021/ 160 Dated 28 September 2021

Sealed Bids / Proposals are invited from well reputed authorized firms / companies available on “List of Active Tax Payers” of Federal Board of Revenue (FBR) for Income Tax and Sales Tax for **“SUPPLY , INSTALLATION, COMMISSIONING, MAINTENANCE OF HAEMATOLOGY AUTOMATION SYSTEM (HAS) ON REAGENT RENTAL BASIS”**.

Tender fee	Rs. 2,000/- (Rupees two thousand only) Non-Refundable
Bidding procedure	Single Stage – Two Envelope Procedure as per rule 46 sub rule 2 of SPP Rules 2010 (Amended 2019)
Bid security	Two (2%) percent of the total bid value.
Tender purchasing date	From the date of publishing to 20 October 2021
Deadline for submission of bids	21 October 2021 up to 11:00 Hrs.
Bid Opening Date & Time	21 October 2021 at 11:30 Hrs.

Bidding Document containing detailed terms & conditions can be obtained against pay Order / Demand Draft of Rs. 2,000/- (non-refundable) being tender fee in favor of Dow University of Health Sciences during office hours. No tender shall be sold on the date of opening of bid. Tender Notice and bidding documents are also available on the websites of Dow University of Health Sciences ([www.duhs.edu.pk](http://www.duhs.edu.pk)) and Sindh Public Procurement Regulatory Authority ([www.ppms.pprasinhd.gov.pk](http://www.ppms.pprasinhd.gov.pk)), in this situation, bidder is required to enclose Pay Order / Demand Draft / CDR of tender fee (Rs. 2000/-) with their bid, which must be issued by a scheduled bank within the tender purchasing dates. DUHS may issue the clarifications or amendments in respect of the bidding documents which will be uploaded on the both websites, DUHS will not be responsible of any confusion or misunderstanding in this regard.

In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening, bids shall be submitted / opened on next working day at the given time and venue.

The Dow University of Health Sciences, Karachi (DUHS) reserves the right to reject any or all the bids subject to the relevant provisions of SPP Rules 2010 (Amended 2019).

#### **Address for Purchasing of bidding documents, submission and opening of bids:**

Dow University of Health Sciences (Ojha Campus), Procurement Directorate at Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi. Phone No. + 92-21-99261497, Email: [director.procurement@duhs.edu.pk](mailto:director.procurement@duhs.edu.pk)

**Director Procurement  
Dow University of Health Sciences (Ojha Campus)**

## 2. TENDER SPECIFIC INSTRUCTION FOR CONTRACTORS

### 1. Procedure for Selection of Contractor

As per Rule 17 (1A), this Tender is being published in newspapers and placed online at Sindh Public Procurement Regulatory Authority (SPPRA) and Dow University of Health Sciences (DUHS) websites. According to Rule 46 (2) Single Stage Two Envelopes bidding procedure shall be used for **“SUPPLY , INSTALLATION, COMMISSIONING, MAINTENANCE OF HAEMATOLOGY AUTOMATION SYSTEM (HAS) ON REAGENT RENTAL BASIS”**

**Single Stage: Two Envelope Bidding Procedure**, Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:

- (a) Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (b) Envelopes shall be marked as “FINANCIAL PROPOSAL” and TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (c) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (d) Envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- (e) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- (f) No amendments in the technical proposal shall be permitted during the technical evaluation;
- (g) Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- (h) Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- (i) Bid found to be the lowest evaluated or best evaluated bid shall be accepted.

### 2. Bid Security

Each Contractor will submit the Bid Security not less than 2% of the total bid value in the form of CDR / Bank Guarantee / Demand Draft / Pay Order issued by a scheduled bank in favor of Dow University of Health Sciences with the Financial Bid and a copy of the same must be enclosed with Technical Bid after hiding the amount.

### 3. Filling of Price Schedule

A Contractor, if he so chooses, have to bid for all tests / parameters as provided in the Schedule of Requirements & Technical Specifications. A Contractor is also at a liberty to bid for all the items mentioned in the Schedule of Requirements & Technical Specifications. However, Contractors cannot bid for partial quantities in Schedule of Requirements & Technical Specifications. **THE BID MUST BE FOR THE TOTAL QUANTITY OF AN ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS.**

### 4. Evaluation of Bids

Bids will be evaluated on composite rate basis.

**5. Payments**

Payments will be made against the delivered reagents/kits only. The payment will be made within 45 days of invoice submission.

**6. Sign and Stamp**

Contractor is required to stamp every page of the bid document along with signature of authorized person at the required pages and submit along with the bid.

### 3. INSTRUCTIONS TO CONTRACTORS

#### 3.1 INTRODUCTION

#### 3.2 Scope

**3.2.1** The Dow University of Health Sciences, Karachi hereinafter referred to as Client or DUHS wishes to receive Bids for **“SUPPLY , INSTALLATION, COMMISSIONING, MAINTENANCE OF HAEMATOLOGY AUTOMATION SYSTEM (HAS) ON REAGENT RENTAL BASIS”** as specified in Technical Specifications attached hereto (hereinafter referred to as “the Reagents / Kits / Goods”). Successful Contractor shall be an independent service provider liable and able to provide all the Services including transportation of the Reagents / Kits / Goods to the site. All arrangements will be the responsibility of the successful Contractor.

**3.2.2** The bid is to be completed and submitted to the Client in accordance with these instructions to Contractors and relevant rules/regulations.

**3.2.3** The Contractor shall submit bid which comply with the Bidding Document. **Alternative bids shall not be considered.** The attention of Contractors is drawn to the provisions of this Bidding Documents **Clause regarding “Determination of Responsiveness of Bid” and “Rejection / Acceptance of the Tender”** for making their bids substantially responsive to the requirements of the Bidding Document. It will be the responsibility of the Contractor that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the Client. Neither any time schedule, nor financial adjustments arising thereof shall be permitted because failure by the Contractor. The Contractor shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process. It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Contractor on the demand and approval of the Client will be permitted throughout the period of completion of the contract. The Contractor should be fully and completely responsible for all the deliveries and deliverables to the Client.

#### 3.3 Eligible Contractor

**3.3.1** This Notice Inviting Tender is open to all manufacturers / authorized distributor/ importer/ authorized sole agents of foreign manufacturers in Pakistan for concluding the Contract for **“SUPPLY , INSTALLATION, COMMISSIONING, MAINTENANCE OF HAEMATOLOGY AUTOMATION SYSTEM (HAS) ON REAGENT RENTAL BASIS”** more specifically described in Schedule of Requirements & Technical Specifications.

**3.3.2** The Sole Agent / Importer must possess valid authorization from the Manufacturer and shall have to submit a copy of Memorandum of Association/Partnership deed registered with the Registrar of Firms and Security Exchange Commission of Pakistan as the case may be. However, in



case of Manufacturer, they should have a documentary proof, to the effect that they are the original Manufacturer of the required specifications of Item/Goods.

3.3.3 Contractors under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE.

### **3.4 Cost of Bidding**

The Contractor shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **3.5 Joint Ventures**

Joint venture / consortium is not eligible for this tender.

### **3.6 Assurance**

The successful Contractor will be required to provide satisfactory assurance of its ability and intention to provide the requisite Services, within the time as mutually agreed in the agreement.

## **4. TERMS AND CONDITIONS OF THE TENDER**

### **4.1 Definitions**

In this document, unless there is anything repugnant in the subject or context:

- A. "Authorized Representative" means any representative appointed, from time to time, by the Client, the Procuring Agency or the Contractor.
- B. "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- C. "Client/DUHS/Procuring Agency" means Dow University of Health Sciences and its authorized representative.
- D. "Contractor" means the interested Firm / Company / Supplier / Distributor that may provide or provides related services to any of the public / private sector organization under the contract and have registered for the relevant business thereof.
- E. "Commencement Date of the Contract" means the date of signing of the Contract between the Procuring Agency and the Contractor.
- F. "Contract" means the agreement entered into between the Client / Procuring Agency and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- G. "Contractor / Vendor" means the Contractor whose bid has been accepted and awarded Letter of Acceptance followed by the signing of Contract.
- H. "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations
- I. "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly proportionate to the Goods or Services in question.
- J. "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.

- K. "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, any defects and damages in Item/Goods and Services provided under the Contract.
- L. "Day" means calendar day.
- M. "Force majeure shall mean any event, act of God, natural disaster, emergency or other circumstances not being an event, act or circumstances beyond the control of the Procuring Agency or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure.
- N. "Goods/Items" means Reagents, Kits, Chemicals, Consumables and/or other materials which the Contractor is required to supply to the Procuring Agency under the Contract.
- O. "Person" includes individual, association of persons, firm, company, JV, institution and organization, etc., having legal capacity.
- P. "Prescribed" means prescribed in the Bidding Document.
- Q. "Procuring Agency or Client" means the Dow University of Health Sciences or any other person for the time being or from time to time duly appointed in writing by the Procuring Agency to act as Procuring Agency for the purposes of the Contract.
- R. "Origin" shall be considered to be the place where the quoted Reagents / Kits are produced or from where the Services are provided. Quoted Reagents / Kits are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Quoted Reagents/Kits is distinct from the nationality of the Contractor.

## 5. HEADINGS AND TITLES

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

## 6. NOTICES

- 6.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Procuring Agency and the Client, the same shall be:
  - 6.1.1 in writing;
  - 6.1.2 issued within reasonable time;
  - 6.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
  - 6.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

## 7. TENDER SCOPE

Dow University of Health Sciences (hereinafter referred to as "the Procuring Agency") invites / requests Bids (hereinafter referred to as "the Tenders") for **"SUPPLY , INSTALLATION, COMMISSIONING, MAINTENANCE OF HAEMATOLOGY AUTOMATION SYSTEM (HAS) ON REAGENT RENTAL BASIS"** (hereinafter referred to as "HAS"). Contractor will be responsible for delivering items and

services available to the Procuring Agency, installation and deployment of all required facilities/ services or related items and maintenance of the same till the validity of warranty.

**The detailed Schedule of Requirements / Technical Specifications available at Annexure-A.**

## **8. TENDER ELIGIBILITY AND QUALIFICATION CRITERIA**

- 8.1 Eligible Contractor/Contractor is a Contractor/Contractor who:
- 8.1.1 has a registered incorporated company/firm in Pakistan with relevant business experience of at least three (3) years as;
  - 8.1.2 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);
  - 8.1.3 has valid Registration of General Sales Tax (GST) & National Tax Number (NTN) with Active Tax Payer Status on FBR website;
  - 8.1.4 has not been blacklisted by any of Provincial or Federal or Local Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid;
  - 8.1.5 has the required relevant qualified personnel and enough strength to fulfil the requirement of assignment;
  - 8.1.6 Conforms to the clause of "Responsiveness of Bid" given herein this Bidding Documents.
  - 8.1.7 Reagents / Kits / Goods can only be supplied / sourced / routed from "origin" in "eligible" member countries.
- a) "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.  
The Detailed Technical Evaluation Criteria is attached at Appendix-A.  
**Note: Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.**

## **9. TENDER COST**

The Contractor shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Procuring Agency or Client shall in no case be responsible / liable for those costs / expenses.

## **10. EXAMINATION OF THE BIDDING DOCUMENTS**

The Contractor is expected to examine the Bidding Document, including all instructions and terms and conditions.

## **11. CLARIFICATION OF THE BIDDING DOCUMENTS**

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, provided they are received at least five (05) calendar days prior to the date of opening of bid. The clarification and its replies will be shared with all prospective Contractors.

## **12. AMENDMENTS OF THE BIDDING DOCUMENTS**

- 12.1 The Procuring Agency/Client may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Contractor(s), amend the Bidding Document, on any account, for any reason. All amendment(s) shall be part of the Bidding Document and binding on the Contractor(s).
- 12.2 The Procuring Agency/Client shall notify the amendment(s) in writing to the prospective Contractors/Contractors.
- 12.3 The Procuring Agency/Client may, at its exclusive discretion, amend the Bidding Document to extend the deadline for the submission of the Tender.

## **13. PREPARATION / SUBMISSION OF PROPOSAL/TENDER**

- 13.1 The Contractor must bid for all the tests/parameters.
- 13.2 All correspondence, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written either in English or Urdu or both languages. Supporting documents and printed literature furnished by the Contractor may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.
- 13.3 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Contractor or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.
- 13.4 The Tender shall consist of proposals in one sets i.e. the original.
- 13.5 Proposal shall comprise the following:
  - 13.5.1 Proposal Form
  - 13.5.2 Undertaking (All terms & conditions and qualifications listed anywhere in this bidding/Bidding Documents has been satisfactorily vetted) and Affidavit (Integrity Pact)
  - 13.5.3 Covering letter duly signed and stamped by authorized representative
  - 13.5.4 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan
  - 13.5.5 Evidence of eligibility of the Contractor and the Services
  - 13.5.6 Evidence of conformity of the Consumables to the Bidding Documents

- 13.5.7 List of firm's major clientele
  - 13.5.8 Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
  - 13.5.9 Valid Registration Certificate for Income Tax & Sales Tax with Active Tax Payer Status on FBR website
  - 13.5.10 Power of Attorney, if an authorized representative is appointed
  - 13.5.11 Price Schedule
  - 13.5.12 Bid Security as per provisions of the clause Bid Security of this document.
- 13.6 The Contractor shall seal the Original Proposal in an envelope duly marked as under:  
 Original Tender for .....  
 Tender Name. [Name of Tender]  
 Tender No. ....  
 [Name of the Client/Procuring Agency]  
 [Address of the Client/Procuring Agency]  
 [Name of the Contractor/Contractor]  
 [Address of the Contractor/Contractor]  
 [Phone No. of the Contractor/Contractor]
- 13.7 The Contractor shall enclose soft copies of the Technical Proposal, including all Forms, Annexes, Schedules, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- 13.8 The Tender shall be dropped in the prescribed Tender Box placed at the given address of the Client/Procuring Agency's office, during office hours, up to due date and time.
- 13.9 This is made obligatory to affix authorized signatures with official seal on original documents, annexures, copies, certificates, brochures, literature, letters, forms and all relevant documents as part of the bids submitted by the Contractor/Contractor.

## 14. TENDER PRICE

- 14.1 The quoted price shall be:
- 14.1.1 in Pak Rupees;
  - 14.1.2 Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
  - 14.1.3 The Contractor shall indicate on the appropriate form, prescribed in this Bidding Documents, the unit prices and total bid price of the goods/items, it proposes to supply on free delivery to the consignee end under the Contract. If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
  - 14.1.4 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom.

- 14.1.5 The Contractor should quote the prices of each test/parameter according to the technical specifications as mentioned in the bidding documents. The technical specifications of reagents/kits, different from the required specifications, shall straightway be rejected.
  - 14.1.6 The Contractor is required to offer a competitive price. All prices must include all the applicable taxes (except GST) and duties, where applicable and all inland transportation & storage charges till the destination (on free delivery to Consignee's end basis). If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties.
  - 14.1.7 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.
  - 14.1.8 Prices offered should be for the entire quantity of an item demanded in the, Schedule of Requirement & Technical Specifications; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bid.
  - 14.1.9 While making a price quote, trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of items/goods and services shall be entertained.
- 14.2 Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).

## **15. SAMPLE**

The Contractor shall provide samples of quoted products along with the bid (IF REQUIRED BY THE PROCURING AGENCY) at his own cost and in a quantity prescribed by the Procuring Agency. Samples will be verified from Drug Testing Laboratories (if required) and product / brand will be recommended by committee, the bids will be evaluated after the feedback of the committee and end user. However, samples of cold chain (perishable) goods will be called later at the time of technical evaluation of bids. If required will be called for or during evaluation.

## **16. BID SECURITY (EARNEST MONEY)**

- 16.1 The Contractor shall furnish the Bid Security (Earnest Money) as under:
  - 16.1.1 for an amount equivalent to as mentioned above in Clause 2 of the bidding documents;
  - 16.1.2 Denominated in Pak Rupees;
  - 16.1.3 as part of financial bid envelope, failing which will cause rejection of bid. However, a copy of the same must be enclosed with Technical Bid after hiding the amount.
  - 16.1.4 in the form of Demand Draft / Pay Order / Call Deposit Receipt / Bank Guarantee issued by a Scheduled Bank, in the name of the Procuring Agency;
  - 16.1.5 Have a minimum validity period of one hundred and twenty (180) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.

- 16.2 The Bid Security shall be forfeited by the Procuring Agency, on the occurrence of any / all of the following conditions:
- 16.2.1 If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
  - 16.2.2 If the Contractor does not accept the corrections of his Total Tender Price; or
  - 16.2.3 If the Contractor, having been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Bidding Document.
- 16.3 The Bid security shall be returned to the technically unsuccessful Contractor with unopened/sealed financial bid while the unsuccessful Contractors of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Contractor upon furnishing of the Performance Security.

## 17. TENDER VALIDITY

- 17.1 The Bid shall have a minimum validity period of 90 days from the last date for submission of the Tender.
- 17.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, the Procuring Agency/Client may solicit the Contractor/Contractor's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Contractor agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Contractor may refuse extension of validity period of the Tender, without forfeiting the Bid security.
- Contractors who,-
- a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
  - b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

## 18. MODIFICATION / WITHDRAWAL OF THE TENDER

- 18.1 The Contractor may, by written notice served on the Procuring Agency, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 18.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

## 19. OPENING OF THE TENDER/BID

- 19.1 **Tenders shall be opened at 1130 hours on the last date of submission of bids i.e. 21<sup>st</sup> October 2021**, in the presence of the Contractor(s) for which they shall ensure their presence without further invitation. In case the last date of bid submission falls in / within the official holidays / weekends of the Procuring Agency, the last date for submission of the bids shall be the next

working day. **The proposal will be returned if received after 11 hours on 21<sup>st</sup> October 2021.**

- 19.2 The Contractor's name, modifications, withdrawal, security, attendance of the Contractor and such other details as the Procuring Agency may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 19.3 No Contractor or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

## 20. CLARIFICATION OF THE TENDER

The Client/Procuring Agency shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Contractor(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the client/Procuring Agency.

## 21. DETERMINATION OF RESPONSIVENESS OF THE BID/TENDER

- 21.1 The Client/Procuring Agency shall determine the substantial responsiveness of the Tender to the Bidding Documents, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
  - 21.1.1 meets the eligibility criteria given herein this Bidding Documents for the Services;
  - 21.1.2 meets the Technical Specifications for the HAS and Tests / Parameters / Goods;
  - 21.1.3 meets the delivery period / point for the HAS and Tests / Parameters / Goods;
  - 21.1.4 in compliance with the rate and limit of liquidated damages;
  - 21.1.5 Offers fixed price quotations for the HAS and Tests/Parameters/Goods, whereby no optional offer / bid or price is allowed;
  - 21.1.6 Is accompanied by the required Bid Security as part of financial bid envelope;
  - 21.1.7 compliance with the Preparation/Submission of Tender in a manner prescribed in this Bidding Documents clause-13;
  - 21.1.8 Conforms to all terms and conditions of the Bidding Documents, without material deviation or reservation.
- 21.2 A material deviation or reservation is one which affects the scope, quality or performance of the goods or limits the Procuring Agency's rights or the Contractor's obligations under the Contract.
- 21.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Contractor by correction or withdrawal of the material deviation or reservation.



## 22. CORRECTION OF ERROR / AMENDMENT OF TENDER

- 22.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- 22.1.1 If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
- 22.1.2 If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
- 22.1.3 If there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 22.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Contractor.
- 22.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 22.4 No credit shall be given for offering delivery period earlier than the specified period.

## 23. TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL

- 23.1 The Contractors who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Contractors without adequate capabilities for supply and maintenance / support services will be rejected.

- 23.2 The Eligible/Technically Qualified Contractors alone will be considered for further evaluation.

The detailed evaluation criteria is mentioned below at Appendix-A.

**Note:** Verifiable documentary proof for all above requirements is mandatory.

- 23.3 Financial Proposal evaluation will be conducted under the Sindh Public Procurement Rules, 2010 (Amended upto date). The Price evaluation will include all applicable duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Procuring Agency, the contractor shall be bound to adjust the same in the Financial Proposal.

23.3.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

- 23.3.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
- 23.3.3 In evaluation of the price of articles/goods/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
- 23.4 The Procuring Agency/Client/Procuring Agency will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Contractor. However, any subsequent changes in rates or structure of applicable taxes by the Govt. at any time during execution/evaluation period will be dealt with mutual consent.

## **24. REJECTION / ACCEPTANCE OF THE BID**

- 24.1 The Client/Procuring Agency shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Procuring Agency may cancel/reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request, communicate to any Contractor, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.
- 24.2 The Contractor/Tender shall be rejected if it is:
  - 24.2.1 Substantially non-responsive in a manner prescribed in this Bidding Documents; or
  - 24.2.2 submitted in other than prescribed forms, annexes, schedules, documents / by other than specified mode; or
  - 24.2.3 Incomplete, partial, conditional, alternative, late; or
  - 24.2.4 Relevant bid security is not submitted;
  - 24.2.5 Subjected to interlineations / cuttings / corrections / erasures / overwriting; or
  - 24.2.6 The Contractor refuses to accept the corrected Total Tender Price; or
  - 24.2.7 The Contractor has conflict of interest with the Procuring Agency; or
  - 24.2.8 The Contractor tries to influence the Tender evaluation / Contract award; or
  - 24.2.9 The Contractor engages in corrupt or fraudulent practices in competing for the Contract award;
  - 24.2.10 The Contractor fails to meet all the requirements of Tender Eligibility / Qualification Criteria;
  - 24.2.11 The Contractor fails to meet the evaluation criteria requirements;
  - 24.2.12 The Contractor has been blacklisted by any public or private sector organization;
  - 24.2.13 the Contractor has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
  - 24.2.14 The Contractor has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
  - 24.2.15 There is any discrepancy between bidding documents and Contractor's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.

- 24.2.16 The Contractor submits any financial conditions as part of its bid which are not in conformity with Bidding Documents.
- 24.2.17 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- 24.2.18 If the rates quoted by vendor are not workable or on higher side etc.

## **25. RE-BIDDING**

If the Procuring Agency rejects all bids in pursuant to **Clause 24**, it may call for a re-bidding. The Procuring Agency, if it deems necessary may prescribe another method of procurement not inconsistent with the Sindh Public Procurement Rules-2010 (Amended upto date).

The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Contractors, as it may deem necessary.

## **26. ANNOUNCEMENT OF EVALUATION REPORT**

The Procuring Agency shall announce the results of the bid evaluation in form of a report, not inconsistent with the Sindh Public Procurement Rules, 2010 (Amended upto date), giving justification for acceptance or rejection of bids at least three (03) calendar days prior to the award of procurement Contract.

## **27. AWARD CRITERIA**

The eligible Contractor(s) – as per Tender Eligibility of this Bidding Document fulfilling the qualification and technical evaluation criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities.

## **28. QUALIFICATION OF THE CONTRACTOR**

- 28.1 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Contractor's capacity may require the Contractor to provide information concerning their professional, technical, financial, legal or managerial competence.
- 28.2 The procuring Agency may conduct surprise inspection either itself or through third party firms during validity period, however in case of unsatisfactory compliance condition to the standards, the procuring agency reserves the right to initiate legal proceedings besides disqualification.
- 28.3 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.
- 28.4 The Procuring Agency shall determine to its satisfaction whether a Contractor, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.
- 28.5 The determination can take into account the Contractor's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Contractor's qualifications submitted by the Contractor, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical

evaluation of Contractor, the Procuring Agency may inspect the warehousing system/practices by a team of experts for assessment, if it deems necessary.

- 28.6 An affirmative determination shall be a prerequisite for award of the Contract to the Contractor. A negative determination shall result in rejection of the Contractor's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Contractor's capabilities to perform satisfactorily.
- 28.7 The Procuring Agency shall disqualify a Contractor if it finds, at any time, that the information submitted by him concerning his qualification as Contractor was false and materially inaccurate or incomplete.

## **29. ACCEPTANCE OF BID**

The Procuring Agency shall issue the Acceptance Letter to the successful Contractor, at least after three (03) working days of announcement of bid evaluation reports and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

## **30. AWARD OF CONTRACT**

After receiving of Performance Security and Draft Contract, the Purchase Order/Work Order shall be issued in favour of successful Contractor with clear schedule of delivery and payments.

The contract will be awarded for 5 (five) years (extendable with mutual consent). If first lowest bidder refused to sign the contract, the procuring agency will award the contract to second lowest bidder. (Already giving 5 years and then extending... Need reconsideration. )

## **31. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD**

The Procuring Agency reserves the right at the time of award of Contract to increase or decrease, the quantity of goods originally specified in, Schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions.

## **32. SIGNING OF CONTRACT**

The Contract is to be made on Judicial Paper worth of Rs. @ 35 paisa (or as per prevailing rate) per every one hundred rupees of the total value of the contract, under section 22(A)(B) of schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No.JAW/HD/8-21/77 (PG) dated 1st January, 2014.

## **33. PERFORMANCE SECURITY**

- 33.1 The successful Contractor shall furnish Performance Security as under:
- 33.1.1 Within twenty-eight (28) days of the receipt of the Acceptance Letter from the Client/Procuring Agency;
  - 33.1.2 in the form of unconditional, irrevocable Bank Guarantee issued by a scheduled bank operating in Pakistan and shall be valid till the expiry of contract, as per the format provided in the Bidding Documents;
  - 33.1.3 for a sum equivalent to 2% of the contract value; ( The performance security will be submitted against contract value of one year and it will be renewable on annual basis )
  - 33.1.4 denominated in Pak Rupees;
  - 33.1.5 have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.
- 33.2 The Performance Security shall be payable to the Client/Procuring Agency, on occurrence of any / all of the following conditions:
- 33.2.1 If the Contractor commits a default under the Contract;
  - 33.2.2 If the Contractor fails to fulfill the obligations under the Contract;
  - 33.2.3 If the Contractor violates any of the terms and conditions of the Contract.
- 33.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Contractor within thirty working days after the expiry of its validity on written request from the Contractor.
- 33.4 In case the Contractor fails to furnish Performance security in the shape of bank guarantee or other instrument as required by the Procuring Agency within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor. If further delayed it can lead to cancellation of Letter of Acceptance.

## **34. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY**

- 34.1 The Client/Procuring Agency has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of Contractors that may occur prior to the entry into force of the procurement contract.

**35. PRICE REASONABILITY**

The prices quoted shall not be more than the Trade Prices If the quoted/approved prices found unreasonable at any stage of procurement, the procuring agency reserves the right to deduct the difference/overcharging beside initiation of legal proceedings.

**36. DRUG ACT/ DRAP OR RELEVANT AUTHORITY COMPLIANCE**

All supplies will comply with the provision of Drugs Act, 1976/DRAP Act,2012 OR Relevant Authority as per national and international standards and rules framed there under.

EVALUATION CRITERIA

Failure to comply with any compulsory parameter will result in “non-responsiveness of the Contractor”. Contractors comply with Compulsory Parameters will be evaluated further for Marking Criteria.

The Least Cost Method (LCM) will be used.

Sr. No	Qualification Requirements/ Knock Down Criteria	MANDATORY
1	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	Mandatory
2	Applicant(s) must be the manufacturer or designated supplier / authorized distributor(s) of the business	Mandatory
3	Relevant Business should be active for at least 3 years	Mandatory
4	Proof of Sales Tax Registration and NTN Certificate with Active Tax Payer Status on FBR website	Mandatory
5	Average Annual Turnover during the last 3 financial years at least <b>PKR 25 Million</b> . Supported with Original Bank certificate not over 6 months old / Verified Audit Reports / Income Tax Returns. (I noticed 30 m for furniture... someone complained two days ago in tender of medicine – why 100 m... but here comparatively less...)	Mandatory
6	<b>FDA / CE / JIS / JQAO approved.</b>	Mandatory
7	Manufacturer's authorization certificate and agreement with manufacturer in favour of bidder should be provided with the bid	Mandatory
8	An undertaking (as per attached format) must be provided on 100 Rupees Judicial Stamp paper that the participating company is not black listed in any Government / Semi Government Organization. Through this Supplier / Vendor shall also certify that they have no case/litigation pending in any court of law in Pakistan	Mandatory
9	The bidder must have local certified / authorized repair and maintenance set-up	Mandatory
10	Compliance to the technical specifications of Goods/services and related Test / Kits to be procured <b>mentioned vide Annexure-A</b> of this document.	Mandatory
11	<b>Bidder has past experience for deploying the HAS project in Public or Private Sector Organization having the similar nature and complexity for which tender has been invited during the last three (03) years</b>	Mandatory

### TECHNICAL WEIGHTAGE CRITERIA

Qualification will be based on applicant's meeting the following qualification criteria as demonstrated by the applicant's response to this criterion provided by the Applicant:

Sr. #	Description	Weightage/ Marks
1.	Conformity to the Procuring Agency's Specifications	15
2.	Manufacturer / designated supplier / authorized distributor(s) of the business	10
3.	Financial capability	10
4.	Experience Record	20
5.	Personnel Capabilities	20
6.	Equipment Capabilities	05
7.	Local stock availability / storage capacity of bidder  (Local Storage Capacity, Availability of Kits, consumables and Spare parts)	20
<b>TOTAL MARKS</b>		<b>100</b>

**NOTE:**

**Minimum Qualifying Marks for the whole category will be 70.**



Criteria, sub criteria and marking system for the evaluation of applicants shall be as under:

S#	Description	Marks Assigned	Criteria for Marks Obtained
01.	<b>Conformity to the Procuring Agency's Specifications</b>	<b>15</b>	<p>Full marks will be given if Quoted Equipment and Ancillaries are Fully compliant with the required specifications of Bidding Document.</p> <p><b>The bid will be <u>DISQUALIFY</u> and not considered for further evaluation, if offered specifications are non-complaint with the required specifications</b></p>
02.	<b>Manufacturer / designated supplier / authorized distributor(s) of the business</b>	<b>10</b>	<ul style="list-style-type: none"> <li>• Full marks if Manufacturer</li> <li>• 05 marks if designated supplier / authorized distributor(s) of the business</li> </ul> <p>If not manufacturer of goods or authorized by the manufacturer of goods bid will be <b><u>DISQUALIFY</u></b></p>
03.	<p><b>Financial Capability</b></p> <p><b>Average Annual Turnover of the Applicant for the last three financial years.</b></p> <p>A=Average Annual Turnover of the Applicant for the Last three financial years in million PKR.</p>	<b>10</b>	<ul style="list-style-type: none"> <li>• Full marks if 'A' is <b>PKR 75 Million (1 Billion)</b> or above.</li> <li>• For 'A' less than PKR <b>75 million PKR</b>, marks will be awarded as: <b>{A/75 (in million PKR)} *10</b></li> <li>• <b>No Marks will be given if 'A' is less than PKR 25 million.</b></li> </ul> <p><b>Required documents</b> No marks shall be given if audited financial statements/annual returns / ITR / STR (FBR) of last three fiscal years are not attached</p>
04.	<b>Experience Record</b>	<b>20</b>	
(a)	<b>Supply &amp; Installation Experience of HAS meeting the technical specifications or having the better Specifications given at Annexure-A during the last 5 years</b>	10	<ul style="list-style-type: none"> <li>• Full marks will be given if the Firm <b>has Completed / Ongoing 03 Projects</b>, in Pakistan.</li> <li>• For Projects less than 03, Marks shall be awarded as: {No of Projects / 03} *10</li> <li>• No marks will be given if completed / ongoing projects is less than 01.</li> </ul> <p><b>Required documents:</b> Proof of Supply / Installation / Purchase order and Agreement duly signed by the competent authority of Client.</p>
(b)	<p><b>Satisfactory Performance Certificate of HAS meeting the technical specifications or having the better Specifications given at Annexure-A in last 5 years.</b></p> <p>The bidder shall provide specific Certificates.</p>	10	<ul style="list-style-type: none"> <li>• Full marks will be given if the Firm has <b>03 Satisfactory Performance Certificates</b> (completed / ongoing) from the medical institution in Pakistan.</li> <li>• <b>For certificates, less than 03, Marks shall be awarded as: {No of Projects / 03} *10</b></li> <li>• No marks will be given if completed / ongoing projects certificate is less than 01</li> <li>• No marks will be given if the Satisfactory</li> </ul>

S#	Description	Marks Assigned	Criteria for Marks Obtained
			Performance certificates duly signed by the competent authority of the Client is not attached
<b>05.</b>	<b>Staff Capabilities</b>	<b>20</b>	
A	Graduate Engineer (05) Bio-medical Engineer having 03 years of Experience of quoted equipment / instrument.	10	Full marks will be given if 05 Graduate Bio-medical Engineer  For engineers, Less than 05 Marks shall be awarded as: {No of engineer /05} *10 No marks will be given if Graduate Bio-medical Engineers are less than 03.
B	Trainings (05) Trainings taken by the staff at sr. 5A from the OEM in the Field of Biomedical on quoted Equipment meeting.	10	Full marks will be given if 05 Trainings  For Training, Less than 05 Marks shall be awarded as: {No of engineer /05} *10 No marks will be given if OEM trained staff are less than 03.
<b>06.</b>	<b>Equipment Capabilities</b>	<b>05</b>	
a.	Lux Meter		If the available quantity of equipment is equivalent or more than the given minimum requirement, full marks will be awarded
b.	Biomedical Service Tool Kit (01)		
c.	Image Quality Lead Phantom & Imaging Equipment Tools		
d.	Electrical Safety Analyzer (01)		
e.	Oscilloscope 1MHz or more (01)		
f.	DC Variable Power Supply (30V, 3A) or more (01)		
g.	Signal Generator 1MHz or more (01)		
h.	Frequency Counter 10MHz or more (01)		
i.	KVP Meter (200KV) (01)		
j.	Pressure and Sound Meter		
k.	Temp and humidity Meter		
<b>07.</b>	Local stock availability and storage capacity of Kits, consumables and Spare Parts in controlled environment.	<b>20</b>	<ul style="list-style-type: none"> <li>• If more than 25% quantity of each quoted item / reagent available = 20 marks</li> <li>• If between 15% to 20% quantity of each quoted item available = 15 marks</li> <li>• If less than 15% quantity of each quoted item available = 00 marks</li> </ul> <u>Documentary proof required (Inventory DATA &amp; Item ledger) covering on letter head</u>
<b>TOTAL</b>		<b>100</b>	

## TECHNICAL SPECIFICATIONS / SCOPE OF WORK

**HAEMATOLOGY AUTOMATION SYSTEM (HAS)  
QUANTITY 1 SET UP****GENERAL REQUIREMENTS:**

1. Brand new - latest model - fully automated system
2. DUHS reserves the right to inspect the authentic shipment documents of the delivered equipment.
3. During the term of contract bidder shall guarantees the 90% uptime for the system.
4. A bidirectional middleware dully connected with ILMS and HIMS
5. **Contractor will provide the UPS with minimum 2 hours backup for offered System. Bidder will be responsible for maintenance, parts, batteries and operation of the UPS during the contract period.**
6. Calculated heat generating instrument to match the required temperature and humidity in the facility
7. Hematology and Slide maker - strainer analyzer connection on a **SINGLE** automated track,
8. Hematology analyzers through put should be **100 to 200 tube** per hour (Minimum) , **50-100 Slide** per hour for Slide maker – strainer and Cella Vision
9. Possibility of future additional of instrument.
10. Availability of 1 standalone hematology analyzer (without track integration) to place at automation area for clinical service track downtime period (if applicable).
11. Availability of at least 01 onsite engineer to address trouble shooting if on call responsive within 2 hours
12. Dedicated application specialist for the automated system to resolve assay or QC issue on time
13. Calibrators and internal & external controls / QCs must be provided by hematology automation vendor free of cost. Time / Interval 2 Time in year or when required
14. All pre requisites required for installation of Data management system including hardware will be the responsibility of the vender.
15. Process Management software for monitoring the process inside the hematology department and generate KPIs reports preferably real time reports

16. All prerequisites required for installation of automation including (Electrical wiring, Electrical sockets, UPS (online), WRO for automation and Assays) and Mechanical/ Plumbing), Hepa filter, to control heat dissipation in the hematology automation room will be the responsibility of the vendor

## HAEMATOLOGY AUTOMATION SYSTEM

<b>1.</b>	<b>Pre-analytical Requirements</b>
1.1.	Loader/input output module (IOM) <i>Quantity 1 Unit</i>
<b>2.</b>	<b>Analytical Requirements</b>
2.1	<b>Hematology Analyzer</b> Total 100 to 200 tube per hour per instruments with track and one standalone analyser without track (if required). Same system will be provided in stat labs and other departments
2.2	<b>Slide Stainer ( 02 Stainers)</b> Total 50-100 Slides per hour per Stainer
2.3	Cella Vision (01 Unit)
<b>3</b>	<b>Post Analytical Requirements</b>
3.1	Stockyard (01 Unit)
<b>4.</b>	<b>Accessories &amp; Utilities Requirements</b>
4.1	UPS
4.2	2 PC and 2 printers with analyzer
4.3	2 PCs and one printer for cella vision.

### A. PREANALYTICAL SPECIFICATIONS:

#### 1. Input / Output Module

- Provide Routine/Concurrent sample loading & unloading in racks.
- Maximum Sample Capacity: up to 700- 800 tube/module
- Maximum Throughput: up to 700- 800 tube/ hr
- Provide STAT sample loading/Priority Sample unloading: >8 racks of >12 positions each/module.
- Provide User configurable sample output sorting with Archiving/Mapping
- Handles multiple sample tube types and sizes
- Exception samples Management software

### B. ANALYTICAL SPECIFICATIONS:

#### 1. Haematology Analyzer

- 1.1** STAT prioritization on the track
- CBC
  - CBC Diff mode
  - Body fluid including CSF
  - Reticulocytes count
  - Low aspiration for paed

- Data storage up to 10,000 samples with LIS connectivity.
- QC with L J
- Analytical measuring range wide
- Automated Stainer
- Technique
- Flagging for NRBCs, MP, I.G and Blast cells, Platelets clumps, Fragmented RBCs.
- Peer review group for external proficiency testing

## **2. Specimen Handling**

### **2.1 Sample loading Capacity: 150samples.**

Random and continuous access of samples loading.

### **2.2 Sample Volume**

Minimum sample volume (50– 175µL)

### **2.3 Software and data Management**

Host interface: Bidirectional, serial RS-232 interface, host query through ASTM or HL7 to connect analyzer to LIS/HIS/middleware.

Software recognize Different Sample Barcode types

Calibration and QC review and analysis (LJ charts and Westgard Rules).

Result storage Capacity- At least 10,000

System control center, with color monitor, keyboard, and mouse.

Software track Stability of reagents and onboard solutions.

Multiple calibrations could be stored for the same assay.

## **C. MIDDLEWARE SPECIFICATIONS**

### **1. Interfacing**

Should interface to the LIS specification

Concurrent analysis of individual analyte from all analyzers linked to system from both sites should be available.

Capable of suspending transfer to the LIS by holding individual, profile or request results based on QC, trend or running mean alert rules; or by user intervention. State buffering capacity which should be at least 3 days work.

capable of interfacing with 3rd party analyzers

transfer results and flags to LIS.

should be up to date and specific for the automation or LIS. Generic drivers which do not enable full functionality should not be used.

There must be rapid and reliable connection to the middleware for existing sites and new sites in future.

The system should allow the input of manual differential and coded comments.

Unlimited user connections should be available.

### **2. Quality control**

Westgard rule analysis (user choice of which rules to apply by individual assay)

Results should be capable of being held (both specific analyte and/or the whole request) if QC falls outside pre-determined ranges.

1. Patient means should be determinable and available for all analytes.
2. Alert the user if there are QC failures.
3. Have good graphical interface with print facility available for
  - i. LeveyJenning's plot

- ii. SDI plot
- 4. There should be a choice (which can be user determinable) for QC for all different fluid types
- 5. QC results from multiple analysers should be displayed. If moving averages are out of range all results from that analyser should be held.
- 6. Seamless, cross-site display of results, QC data etc. should be possible.
- 7. QC element of the middleware package should have hierarchical log on/password entry allowing validation audit of QC data.
- 8. The system should support moving averages

### 3. Verification / Validation

- **System should be networked across site and provide seamless management of Results and Quality Control regardless of location.**
- **IT system must be able to display results, graphics and flags from multiple analyzers on a single screen** to permit technical validation.
- **Auto verification** of normal results must be configurable, based on results and flags.
- Results and graphics must be visible on the film bench, preferably electronically
- There should be the ability to create rule sets that can be applicable to individual analyzers and/or specific connections.
- **All error codes or result flags that the analyzers generate must be identified by the middleware to allow rule based interrogation.**
- The system should be capable of holding sufficient data to allow delta checking of patient results (with subsequent additional test requests if appropriate) for a period of time. State Capacity.
- **Should allow an unlimited number of user defined result/comment codes to be generated which should then be capable of being sent to and received by Lab-Centre.**
- **QC based auto verification of results should be available**
- **Capable of on screen notification of rule based events as and when they occur.**
- Able to display patient identification, clinical data, reference ranges and analyzer identity at the point of validation.
- Results, graphics and clinical data from previous analyses should be readily accessible.

### 4. Operational

- It would be desirable to connect POC analyzers and monitor their QC and validate results remotely from the laboratory.
- There should be the capability to print results, graphics and QC data for training and support purposes on a color printer
- The system must be able to audit the sample route and identify each analyzer that the sample is routed to.
- If a tracking system is implemented the middleware should be able to identify the exact location of a sample at any particular time.
- The middleware should be capable of archiving/storage tracking
- The system must have the ability to work offline if required, with subsequent matching of request to result once the system is back on-line

- **System must allow reflex testing and dilution capabilities without user intervention.**
- For Tracked systems test based load balancing should be available but real time user prioritization/re-configuration must also be accessible.
- PCs displaying middleware should also be capable of, and permitted to, run other applications such as Lab-Centre.
- Middleware solution must have UPS protection supporting continuity of use for 12 hours.
- Provide extremely high “up time” .Supplier should state the minimum expected % uptime
- Legacy arrangements for the QC and Calibration data should be in place and financial consequences for maintenance of access to legacy data must be identified.
- Test results should be linked to Instrument, QC status, Calibration data and time.
- Analyzer identification should be available at the point of both technical and clinical validation.
- Trend analysis over a user determinable time period should be available
- Calibration data should be able to be linked to test results, describe how this is achieved.
- Concordance of analytical results across platforms and sites is highly desirable to satisfy UKAS/ CPA requirements. Dose the middleware support delivery of the concordance requirements.
- The system must comply with Trust IT security policies
- Archive and legacy arrangements must be described in terms of cost and specification and storage capacity.

**D. SPECIAL NOTE**

- All cold chain (perishable) items must be delivered in a safe and proper manner, prescribed for such types of items.
- The Procuring Agency will evaluate and compare the bids on complete scope of work.
- The Contractors who have duly comply with the technical requirement/proposal will be invited for financial opening and among technically qualified firms the contract will be awarded to lowest evaluated Contractor.

**DOW UNIVERSITY OF HEALTH SCIENCES**  
**Dr. Ishrat-ul-Ebad Khan Institute of Blood Diseases**

**TEST LIST FOR HAS**

<b>Haematology Test Load for 01 Year</b> <b>(Per Test Cost to be quoted for following Tests / Consumables)</b>		
<b>S#</b>	<b>Name of Test</b>	<b>No. of Test / year</b>
01	CBC + Differential	Approx. 2500/day x 365 = 912,500/year
02	Reticulocytes Count	Approx. 07/day x 365 = 2,555/year
03	<b>CBC, Purple Top:</b> Vacuette Tube 2ml EDTA non Rigid	Approx. 2500/day x 365 = 912,500/year

**SPECIAL NOTE:**

- *All cold chain (perishable) items must be delivered in a safe and proper manner, prescribed for such types of items.*
- *The Procuring Agency will evaluate and compare the bids on complete scope of work and per test cost basis.*
- *The Contractors who have duly comply with the technical requirement / proposal will be invited for financial opening and among technically qualified firms the contract will be awarded to lowest evaluated Contractor.*



## ANNEXURE-B

### Proposal Submission Form

**Bid Ref No. Date of the Opening of Bids**

**Name of the Firm :{ Add name of Firm }**

**Dow University of Health Sciences**  
Karachi.

**Subject: SUPPLY , INSTALLATION, COMMISSIONING, MAINTENANCE OF HAEMATOLOGY AUTOMATION SYSTEM (HAS) ON REAGENT RENTAL BASIS.**

Dear Sir,

Having examined the bidding documents including Addenda Nos. [insert numbers & Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Equipment / Instruments on Reagent Rental Basis under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid. We undertake, we have no reservation to these Bidding Documents, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements. If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents. We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan. We will pay the testing fee for samples (depending upon the quantity) collected from any supply to be tested by international WHO recognized laboratory and will accept the results in addition to testing by DTLs, Sindh or any other competent lab in Pakistan. We confirm that we comply with the eligibility requirements of the bidding documents.

Dated this [insert: number]day of [insert: month], [insert: year].

**Authorized Signatures with Official Seal**

**Financial Proposal Submission Form**

[Location, Date]

To (Name and address of Client / Procuring Agency)

Dear Sir,

We, the undersigned, offer to provide the (Insert title of assignment) in accordance with your Bidding Documents No. \_\_\_\_\_ dated (insert date). Our attached Proposal is for the sum of (insert amount in words and figures). This amount is inclusive of all applicable taxes, duties, octroi, shipment and transportation etc.

Our Proposal shall be binding upon us up to expiration of the validity period of the Proposal.

We also declare that the Government (Federal or Provincial) has not declared us blacklisted on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Bidding Document.

We understand you are not bound to accept any Bidding Documents you receive.

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

**Price Schedule / Financial Cost Sheet**

This form is to be filled in by the Contractor for all scope and shall submit with Financial Proposal.

It is compulsory to quote the price separately and item separately where required in technical specifications, however the lowest rate will be considered for consumable required by DUHS only and it is the discretion of procuring agency to award of contract. In case where offer rate is not given then item will be rejected straight forward.

**Name of the Firm:**

**Bid Reference. No:**

**Date of opening of Bid.**

## PRICE SCHEDULE HAS TESTS

S#	TEST NAME	Estimated test load in 12 months	Price Per Test Including Support Chemicals / Consumables Without GST (PKR)	Total Tests Cost (PKR) without GST including support chemicals / consumables
1	2	3	4	3 x 4 = 5
01	CBC + Differential	912,500		
02	Reticulocytes Count	2,555		
03	<b>CBC, Purple Top:</b> Vacurette Tube 2ml EDTA non Rigid	912,500		
<b>GRAND TOTAL WITHOUT GST IN PKR</b>				

Subsequent Years price increase of offered goods in terms of percentage	
2 <sup>nd</sup> Year	_____ % (percent) Escalation in first years price
3 <sup>rd</sup> Year	_____ % (percent) Escalation in second year price
4 <sup>th</sup> Year	_____ % (percent) Escalation in third year price
5 <sup>th</sup> Year	_____ % (percent) Escalation in fourth year price

The contractor should offer the composite proposal for all the tests required by the Procuring Agency. The comparison will be done on composite rate basis.

If a Contractor does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.

**Note:**

- a) **DUHS is GST exempted as per General Sales Tax (u/S 52 & 52-A of sixth schedule of Sales Tax Act 1990).**
- b) No other charges would be payable by the Procuring Agency.
- c) Overwriting, cutting, use of fluid etc., are not allowed which may lead to cancellation of bid offered.
- d) Incomplete or semi filled bid shall be treated as Non-Responsive.

Stamp & Signature of Contractor \_\_\_\_\_

**POWER OF ATTORNEY**

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the firm/company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Procuring Agency) including signing and submission of all documents and providing information/responses to (name of the Procuring Agency) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

this \_\_\_\_\_ day of \_\_\_\_\_ 2021  
For \_\_\_\_\_

(Signature)  
(Name, Designation and Address)

Accepted

(Signature)  
(Name, Title and Address of the Attorney)  
Date:

**UNDERTAKING (PKR 100 Stamp Paper)**

I/We, the undersigned solemnly state that:

1. I/We have read the contents of the Bidding Documents and have fully understood it.
2. The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
3. The Goods that we propose to supply under this contract are eligible goods within the meaning of Criteria mentioned in the Bidding Documents.
4. The undersigned are also eligible Contractors within the meaning of Clauses of the Bidding Documents.
5. The undersigned are solvent and competent to undertake the subject Contract under the Laws of Pakistan.
6. The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
7. The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
8. That the prices offered are not more than trade price.

I /We affirm that the contents of this affidavit are correct to the best of our knowledge and belief. The document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Signature (Company Seal) \_\_\_\_\_

In the capacity of Duly authorized to sign bids for and on behalf of

(To be submitted on legal stamp paper)

**AFFIDAVIT**

**(Integrity Pact)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.**

Contract Number: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**[Name of Supplier/Contractor/Consultant]** hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, **[Name of Supplier/ Contractor/ Consultant]** 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 inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

**[Name of Supplier/Contractor/Consultant]** certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

**[Name of Supplier/Contractor/Consultant]** 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, **[Name of Supplier/Contractor/Consultant]** agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **[Name of Supplier/Contractor/Consultant]** 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 PA.

\_\_\_\_\_  
**[Procuring Agency]**

\_\_\_\_\_  
**[Supplier/Contractor/Consultant]**

**BID SECURITY FORM**

**WHEREAS** [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name \_\_\_\_\_, Tender No. \_\_\_\_\_, (hereinafter called "the Tender") to the [Name and Address of the Procuring Agency] (hereinafter called "the Procuring Agency") for the Total Tender Price of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_).

**AND WHEREAS** [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

**THEREFORE**, the Guarantor hereby affirms to bind himself, his successors and his assigns to the Procuring Agency, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Procuring Agency, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Procuring Agency having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or
3. If the Contractor, having been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Bidding Documents.

Provided that the Procuring Agency shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Procuring Agency shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to \_\_\_\_\_ or until furnishing of the Performance Security, whichever is later.

Date this \_\_\_\_\_ day of 2021.

**GUARANTOR**

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_



**PERFORMANCE SECURITY**

**BANK GUARANTEE**

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgement Date:

(Must be one month later than the expiry date)

**WHEREAS** [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name. \_\_\_\_\_, Tender No. \_\_\_\_\_ (hereinafter called "the Contract") for the Contract Value of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_).

AND WHEREAS it has been stipulated in the Bidding Documents that the successful Contractor shall furnish Performance Security, within twenty eight (28) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Procuring Agency, in the form of unconditional and irrevocable Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs. \_\_\_\_\_ (2% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE, the Guarantor hereby affirms to bind himself, his successors and his assigns to the Procuring Agency, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Procuring Agency, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Procuring Agency having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Procuring Agency shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Procuring Agency shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to \_\_\_\_\_ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, whichever is later.

Date this \_\_\_\_\_ day of 2021.

**GUARANTOR**

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

**AGREEMENT**

**Contract Title:**

**[Name of Contractor]**

**Dated:**

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## A. AGREEMENT

This CONTRACT AGREEMENT (this "Contract") made as of the [day] of [month], [year], between **Dow University of Health Sciences (DUHS), Karachi (the "Client")**, on the one part,

and

**[full legal name of Contractor]**, on the other part severally liable to the Client for all the Contractor's obligations under this Contract and is deemed to be included in any reference to the term "the Contractor."

### RECITALS

#### WHEREAS,

- (a) The Client intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the **SUPPLY , INSTALLATION, COMMISSIONING, MAINTENANCE OF HAEMATOLOGY AUTOMATION SYSTEM (HAS) ON REAGENT RENTAL BASIS** as described in the contract.
- (b) The Client has requested the Contractor to Install the **HAS** on Reagent Rental Basis as described in Bidding Documents; and
- (c) The Contractor, agreed to provide such supply on the terms and conditions set forth in this Contract.

#### NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Client to Install the **HAS** on Reagent Rental Basis and to remedy defects therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Client to the Contractor.
2. The Client hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration to Install the **HAS** on Reagent Rental Basis.
3. The following shall be deemed to form and be read and construct as part of this Contract:
  - a. Letter of Acceptance
  - b. Work Order/Purchase Order
  - c. The Bidding Document
  - d. Contractor's Proposal
  - e. Terms and Conditions of the Contract
  - f. Special Stipulations
  - g. The Technical Specifications
  - h. Price Schedule
  - i. Performance Security
  - j. Any Standard Clause acceptable for Client

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS, whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

**FOR CLIENT**

Signature:

Name:

Witnessed By:

**WITNESSES**

Signature

Name

CNIC

Designation

**FOR CONTRACTOR**

Signature:

Name:

Witnessed By:

Signature

Name

CNIC

Designation

## B. General Conditions of Draft Contract

### 1. **Contract**

The Client shall, after receipt of the Performance Security from the successful Contractor, send the Contract provided in the Bidding Document, to the successful Contractor. Within three working days of the receipt of such Contract, the Contractor shall sign and date the Contract and return it to the Client.

### 2. **Contract Duration**

The duration of Framework Contract will be 5 (Five) **Years (extendable with mutual consent)** after the award of contract, starting from the date of issuance of Letter of Acceptance.

### 3. **Contract Documents and Information**

The Contractor shall not, without the Client's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, , sample(s) or information furnished by or on behalf of the Client in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

### 4. **Contract Language**

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Client, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

### 5. **Standards**

The Install the **HAS** on Reagent Rental Basis provided under this Contract shall conform to the authoritative latest industry standards.

### 6. **Commercial Availability**

The **HAS** on Reagent Rental Basis supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such **HAS** shall have been installed two separate contracts by manufacturer globally.

### 7. **Patent Right**

The Contractor shall indemnify and hold the Client harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the consumables Items any part thereof.

### 8. **Execution Schedule**

Order for Installation of **HAS** will be placed 60 days before the requirement through written intimation(s), after the issuance of Letter of Acceptance.

### 9. **Packing**

The Contractor shall provide such packing of the reagents/kits as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the Contract. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation at all points in storage / transit. The Contractor shall arrange and

pay for the packing of the consumables to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

#### **10. Delivery**

- a) The Contractor shall indicate his delivery approach clearly specifying the requirements for packing, shipping and unpacking of deliverable consumables with any associated/relevant documentation. The approach shall address shipment of deliverables to the various designated sites. The approach shall also specify any special shipping constraints such as custom requirements, security requirements, access arrangement or loading dock requirements. The Contractor shall deliver the consumables at designated points, as specified by the Client at the time of delivery.
- b) The consumables shall remain at the risk and under the physical custody of the Contractor until the delivery, testing and taking over of the consumables Items is completed.
- c) The Contractor shall ensure that the consumables shall be delivered complete. If it shall appear to the Client that the consumables have been or are likely to be delayed because of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the consumables or suitable replacements thereof to the site of delivery by the fastest available means including air freight.
- d) The Contractor shall include in the Tender a detailed logistics plan which shall include support details for transportation, mobilization and personnel scheduling during project implementation and the warranty period. The Contractor shall provide maintenance, supply and procurement support necessary for Client to maintain all system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the transport of the consumables Items to the place of destination as specified in the Contract.

#### **11. Payment**

- a) The Contractor shall provide all necessary supporting documents along with invoice i.e. GD, Packing list, air way bill etc. in case of WHT (income tax) exemption.
- b) The Contractor shall submit an Application for Payment, to the Client. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the consumables supplied, Application for Payment and subsequent to the period covered by the last preceding Payment, if any
- c) The Client shall get verified the details of consumables delivered against the invoice and Payment shall be made on complete delivery of consumables Items after issuance of satisfactory certificate by concerned team, as per details given in the Letter of Acceptance/Purchase Order.
- d) The Client shall pay the amount verified within forty five (45) days. Payment shall be made against the deliveries of each purchase order/work order. The Client shall make payment for the Reagents/Kits supplied, or the Services provided, as per Government policy, in Pak Rupees.
- e) All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

#### **12. Price**

The Contractor shall not charge prices for the reagents/kits, the provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

**13. Contract Amendment**

- a) The Client may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.
- b) The Contractor shall not execute any Change until and unless the Client has allowed the said Change, by written order served on the Contractor.
- c) The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- d) No variation in or modification in the Contract shall be made, except by written amendment signed by both the Client and the Contractor.

**14. Assignment / Subcontract**

- a) The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Procuring Agency's prior written consent.
- b) The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

**15. Extensions in time for performance of obligations under the Contract**

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Client with a copy to the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Client shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

**16. Liquidated Damages**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance violates any of the provisions of the Contract / Letter of Acceptance commits breach of any of the terms and conditions of the Contract / Letter of Acceptance, the Client may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @ 0.067% of the total Contract Price which is attributable to such part of the consumables Items, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Procuring Agency, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

**17. Blacklisting**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract / Letter of Acceptance or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Acceptance or during the execution of the contract / Letter of Acceptance, the Client may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Sindh Public Procurement Rules, 2010 (Amended upto date).



## **18. Termination for Default**

- a) If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Client may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.
- b) If the Client terminates the Contract for default, in whole or in part, the Client may procure, upon such terms and conditions and in such manner as it deems appropriate, consumables Items, similar to those undelivered, and the Contractor shall be liable to the Client for any excess costs for such similar consumables Items. However, the Contractor shall continue performance of the Contract to the extent not terminated.

## **19. Termination for Insolvency**

If the Contractor becomes bankrupt or otherwise insolvent, the Client may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

## **20. Termination for Convenience**

- a) The Client may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.
- b) The consumables Items which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Procuring Agency.
- c) to cancel the remainder and pay to the Contractor an agreed amount for partially completed consumables Items previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

## **21. Force Majeure**

- a) For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract / Letter of Acceptance impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.
- b) The Contractor shall not be liable for liquidated damages, blacklisting for future tenders, if and to the extent his failure / delay in performance / discharge of

obligations under the Contract / Letter of Acceptance is the result of an event of Force Majeure.

- c) If a Force Majeure situation arises, The Contractor shall, by written notice served on The Procuring Agency, indicate such condition and the cause thereof. Unless otherwise directed by The Client in writing, The Contractor shall continue to perform under the Contract / Letter of Acceptance as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract / Letter of Acceptance and (B) avoid or overcome in the carrying out of its obligations here under.
- e) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder

## **22. Dispute Resolution**

- a) The Client and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract / Letter of Acceptance.
- b) If, after thirty working days, from the commencement of such informal negotiations, the Client and the Contractor have been unable to amicably resolve a Contract / Letter of Acceptance dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Karachi, Pakistan. The award shall be final and binding on the parties.

## **23. Statutes and Regulations**

- a) The Contract / Letter of Acceptance shall be governed by and interpreted in accordance with the laws of Pakistan.
- b) The Contractor shall, in all matters arising in the performance of the Contract / Letter of Acceptance, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Client indemnified against all penalties and liability of any kind for breach of any of the same.
- c) The Courts at Karachi shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

## **24. Taxes and Duties**

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed except GST.

## **25. Contract Cost**

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Client shall in no case be responsible / liable for those costs / expenses. The successful Contractor shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

**26. The Client**

- a) The Client shall only carry out such duties and exercise such authority as specified in the Contract / Letter of Acceptance. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract / Letter of Acceptance, except as expressly stated in the Contract.
- b) The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.
- c) The Client shall conform to all the relevant clauses of this Bidding Documents to carry out all responsibilities assigned thereto in a timely manner.

**27. Authorized Representative**

- a) The Procuring Agency, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- b) The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Procuring Agency, the Client or the Contractor.
- c) Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- d) Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- e) Notwithstanding, any failure of the Authorized Representative to disapprove any Reagents/Kits shall not prejudice the right of the Client to disapprove such Reagents/Kits and to give instructions for the rectification thereof.
- f) If the Contractor questions any decision or instruction of the Authorized Representative of the Client, the Contractor may refer the matter to the Client who shall confirm, reverse or vary such decision or instruction.

**28. Waiver**

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract/ Letter of Acceptance, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

## SPECIAL STIPULATIONS

<b>SCHEDULE-A, SPECIAL STIPULATIONS</b>	
<b>For ease of Reference, certain special stipulations are as under:</b>	
Bid Security (Earnest Money)	The Contractor shall furnish the Bid Security (earnest Money) as under: in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Procuring Agency; for a sum equivalent to MENTIONED IN THE BIDDING DOCUMENTS; denominated in Pak Rupees; Have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
Delivery Period	Order for material will be placed 15 days before the requirement through written intimation(s) by concerned technical team, after the issuance of Letter of Acceptance.
Liquidated damages for failure / delay in supply of Reagents/Kits by the Contractor	If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract/ Letter of Acceptance, the Client may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.067% of the total Contract Price which is attributable to such part of the Reagents/Kits, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Procuring Agency, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.