



BIDDING DOCUMENTS

FOR

**PROCUREMENT OF SURGICAL DISPOSABLE CONSUMABLES
FOR COVID-19 FRAMEWORK CONTRACT**



Pakistan Kidney & Liver Institute and Research Center

May, 2021



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Important Note:

The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms and conditions, appendixes, 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 ` result in the rejection of the Bid.

In case of any conflict of instructions/provisions herein with the Punjab Procurement Act 2009, Amendment Act, Punjab Procurement Rules, 2014 and Amendments upto August 2020 (“the Rules”), the Rules shall prevail.

Bidders 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 Bidder for scrutiny.

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.



Invitation to Bid/Proposal

For

PROCUREMENT OF SURGICAL DISPOSABLE CONSUMABLES FOR COVID-19, FRAMEWORK CONTRACT

Ref: - Pro/50/2021

Sealed Bids are invited from Firms/General Surgical Consumable Supplier registered with income tax and sales tax Department for “**PROCUREMENT OF SURGICAL DISPOSABLE CONSUMABLES FOR COVID-19 FRAMEWORK CONTRACT**”

Interested eligible bidders may get the Bidding Documents from PKLI website <https://pkli.org.pk/tenders/> with detailed specifications. A tender notice is also available for information and can be downloaded from the websites of www.ppra.punjab.gov.pk and www.pkli.org.pk.

For participation, written application along with original receipt of tender deposit fee of Rs. 1,000/- (non-refundable) under Account head “**Pakistan kidney and liver institute and research center**” **Faisal bank** saving Account No: **3032307900077862** to be submitted with Financial Proposal.

Single Stage Two Envelope bidding procedure shall be applied. Bids must be delivered to the address below at or before **1100 Hours June 25, 2021**. Late bids shall be rejected. The bids shall be opened on the same date at **1130 Hours** in the presence of the Bidders’ representatives who choose to attend at the address below. All Bids must be accompanied by a Bid Security @ 2 % of the estimated cost against each item (Consolidated bid security of quoted items) mentioned in the bidding documents, in the form of CDR/Bank Guarantee/Demand Draft/Pay Order in favor of Pakistan Kidney and Liver Institute and Research Center with the Financial Bid, without this, the offer shall be rejected being non-responsive.

PKLI will not be responsible for any cost or expense incurred by Bidders about the preparation or delivery of Bids.

A Pre-bid meeting will be held on **June 15, 2021** in conference room, PKLI at 1530 hrs.

In case the date of opening or last date of sale is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly. The time and venue shall remain the same.

Note: All assessments and procuring procedure i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules-2014. In case of any conflict between Bidding Documents and PPRA Rules 2014, the rules shall prevail.

Head Of Procurement

Pakistan Kidney & Liver Institute and Research Center,
1 PKLI Avenue, Opposite DHA Phase-6, Lahore, Pakistan.
Tel: 042-111-117-554, Ext: 3728, Mobile-03451508622



2. TENDER SPECIFIC INSTRUCTION FOR BIDDERS

2.1 Procedure for Selection of Contractor/Bidder

As per Rule 12(1), this Tender is being published in newspapers and placed online at PPRA's website. According to Rule 38 (1) Single Stage Two Envelope bidding procedure shall be used for **PROCUREMENT OF SURGICAL DISPOSABLE CONSUMABLES FOR COVID-19 FRAMEWORK CONTRACT**

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:

- (i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals
- (ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";
- (iii) *in the first instance, the "Technical Proposal" shall be opened, and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency.*
- (iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- (v) during the technical evaluation, no amendments in the technical proposal shall be permitted;
- (vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publicly at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- (vii) the financial bids found technically nonresponsive shall be returned unopened to the respective bidders as per PPRA Rule 2014 Clause 38 (2a)(vii); and
- (viii) the lowest evaluated bidder shall be awarded the contract;

Note The financial rates of approved samples shall be accepted, whereas rates of rejected samples shall not be accepted.

2.2 Bid Security

Each bidder will submit Bid Security along with the bid in form of CDR/ Demand Draft/ Pay Order/Bank Guarantee @ 2 % of the estimated cost against each item (Consolidated bid security of quoted items).



2.3 Filling of Price Schedule

A Bidder, if he so chooses, can bid for selective items from the list of goods provided in the Schedule of Requirements & Technical Specifications. A Bidder is also at a liberty to bid for all the items mentioned in the Schedule of Requirements & Technical Specifications. However, Bidders cannot bid for partial quantities of an item mentioned 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.**

2.4 Evaluation of Bids

Bids will be evaluated on Item Wise rate basis.

2.5 Payments

Payments will be made against delivered Items only. The payment will be made within 30 days of invoice submission as per rule 62, PPRA 2014 along with all required documents.

2.6 Sign and Stamp

Bidder 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 BIDDERS

3.1 INTRODUCTION

3.2 Scope

3.2.1 The Client wishes to receive Bids for **“PROCUREMENT OF SURGICAL DISPOSABLE CONSUMABLES FOR COVID-19 FRAMEWORK CONTRACT”** to (hereinafter referred to as “the Consumable Items/Goods”). Successful bidder shall be an independent service provider liable and able to provide all the Services including transportation of the material to the site. All arrangements will be the responsibility of the successful bidder.

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

3.2.3 The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders 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 Bidder 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 Bidder. The Bidder 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 Bidder on the demand and approval of the Client will be permitted throughout the period of completion of the contract. The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Client.

3.3 Eligible Bidder

3.3.1 This Invitation to Bid is open to all Firms/General Surgical Consumable Supplier for supply of **PROCUREMENT OF SURGICAL DISPOSABLE CONSUMABLES FOR COVID-19 FRAMEWORK CONTRACT** more specifically described in Schedule of Requirements & Technical Specifications.

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

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/Procuring Agency" means Pakistan Kidney and Liver Institute & Research Center and its authorized representative.

D. "Bidder/Tenderer" means the interested Firm/ Company/ Surgical Consumable Supplier 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 /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 Tenderer 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 apportion-able 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.
- 3.12 "Day" means calendar day.
- 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. "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.
- "Framework Contract" means a contract whereby the procurement is made for a certain volume or quantity of a particular good, a set of goods, services or works over a specific period against an agreed sum or rate per item or lump sum.
- M. "Goods/Items" means SPECIALIZED CONSUMABLE, and/or other materials which the Contractor is required to supply to the Procuring Agency under the Contract.
- N. "Person" includes individual, association of persons, firm, company, JV, institution and organization, etc., having legal capacity.
- O. "Prescribed" means prescribed in the Bidding Document.
- P. "Procuring Agency or Client" means the Pakistan Kidney and Liver Institute & Research Center 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.



- Q. "Origin" shall be considered to be the place where the quoted Items/Goods are produced or from where the Services are provided. Quoted items/goods 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 items/goods 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

Pakistan Kidney and Liver Institute & Research Center (hereinafter referred to as "the Procuring Agency") invites / requests Bids (hereinafter referred to as "the Tenders") for **PROCUREMENT OF SURGICAL DISPOSABLE CONSUMABLES FOR COVID-19 FRAMEWORK CONTRACT** (hereinafter referred to as "the Consumable Items/Goods"). Contractor will be responsible for delivering items at PKLI.

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

8. TENDER ELIGIBILITY AND QUALIFICATION CRITERIA

8.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:

8.1.1 has a registered firm in Pakistan with relevant business experience of least one (01) year.



- 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);
- 8.1.4 has not been blacklisted by any of Provincial or Federal 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 Conforms to the clause of “Responsiveness of Bid” given herein this Bidding Documents.
- 8.1.7 Items/Goods and Services 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-1.

9. TENDER COST

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

11. CLARIFICATION OF THE BIDDING DOCUMENTS

The Tenderer/ Bidder may require further information or clarification of the Bidding Document, within five (5) calendar days of issuance of Bidding/Tender in writing. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than three **(03) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids**. The clarification and its replies will be shared with all prospective bidders. Bidders should note that during the period from the receipt of the bid and until further notice from the Procurement Department given herein this document, all queries should be communicated via the Procurement Department and in writing (e.g. e-mail & letter) only. In the case of an urgent situation where the Procurement Department cannot be contacted, the bidder may alternatively direct their enquiries through the Head of Procurement.



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 Bidder(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 Bidder(s).
- 12.2 The Procuring Agency/Client shall notify the amendment(s) in writing to the prospective Tenderers/Bidders as per Punjab Procurement Rules, 2014.
- 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 as per Rule-25(4) of Punjab Procurement Rules, 2014.

13. PREPARATION / SUBMISSION OF PROPOSAL/TENDER

- 13.1 The tenderer/bidder must bid for Item Wise Rate Basis.
- 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 Bidder 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 Tenderer 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 Bidder/Tenderer and the Services
 - 13.5.6 Evidence of conformity of the Consumables to the Bidding/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

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 Bidder/Tenderer 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 Bidder/Tenderer]

[Address of the Bidder/Tenderer]

[Phone No. of the Bidder/Tenderer]

13.7 The Bidder/Tenderer 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 Bidder/Tender shall be dropped in the prescribed Tender Box placed at the Reception 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 bidder/tenderer.



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 Bidder 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 Bidder should quote the prices of items/goods according to the technical specifications as mentioned in the bidding documents. The technical specifications of consumables, different from the required specifications, shall straightway be rejected.

14.1.6 The Bidder is required to offer a competitive price. All prices must include all the applicable taxes 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 bidder shall provide minimum 2 samples of each quoted item along with its bid. However in case, the technical/samples evaluation committee needs more than two (2) samples for clinical evaluation , the bidder is bound to provide the



requisite number of samples on written/verbal request of Technical Evaluation Committee/ End-user within the period specified. Failure to provide sample in time shall lead to disqualification. However, samples of cold chain (perishable) goods and costly items will be called later at the time of technical evaluation of bids. Technical/Samples Evaluation Committee of the procuring agency has right to reject the samples if does not meet the required/tendered specifications of items

Clinical Efficacy/Usefulness of quoted items will be evaluated by the end-user(s)/technical evaluation committee. If the product is failed to satisfy the clinical parameters and not approved by end-user(s)/technical evaluation committee on clinical ground, it will be rejected in-spite of qualifying other parameters. All sample for evaluation purpose is non-returnable.

16. BID SECURITY (EARNEST MONEY)

16.1 The Tenderer shall furnish the Bid Security @ 2 % of the estimated cost against each item (Consolidated bid security of quoted items) as under :

16.1.1 Denominated in Pak Rupees;

16.1.2 as part of financial bid(Single Envelope), failing which will cause rejection of bid.

16.1.3 in the form of Demand Draft / Pay Order / Call Deposit Receipt/Bank Guarantee, in the name of Pakistan Kidney and Liver Institute and Research Center.

16.1.4 Have a minimum validity period of one hundred and twenty (120) 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 Tenderer/Bidders withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or

16.2.2 If the Tenderer/Bidders does not accept the corrections of his Total Tender Price; or

16.2.3 If the Tenderer/Bidders, 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 and financial bid shall be returned to those bidders who fail to meet the evaluation criteria, whereas the Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security.



17. TENDER VALIDITY

The Bidder/Tender shall have a minimum validity period of 120 days from the last date for submission of the Tender.

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/Procuring Agency/Client may solicit the Bidder/Tenderer'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 Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

Bidders who, -

- a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

18. MODIFICATION / WITHDRAWAL OF THE TENDER

- 18.1 The Bidder/Tenderer 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. June 25, 2021** in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014. 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 1100 hours on June 25, 2021.**
- 19.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Procuring Agency may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 19.3 No tenderer 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 Bidder/Tenderer(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 its 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 Consumable Items/Goods;

21.1.3 meets the delivery period / point for the Consumable Items/Goods;

21.1.4 in compliance with the rate and limit of liquidated damages;

21.1.5 Offers fixed price quotations for the Items/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.

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 or limits the Procuring Agency's rights or the Tenderer's obligations under the Contract.

21.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer 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 Tenderer.

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. REJECTION / ACCEPTANCE OF THE BID

23.1 The Client/Procuring Agency shall have the right, at his exclusive discretion, to 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 bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).

23.2 The Bidder/Tender shall be rejected if it is:

23.2.1 Substantially non-responsive in a manner prescribed in this Bidding Documents; or

23.2.2 submitted in other than prescribed forms, annexes, schedules, documents / by other than specified mode; or

23.2.3 Incomplete, partial, conditional, alternative, late; or

23.2.4 Relevant bid security is not submitted;

23.2.5 Subjected to interlineations / cuttings / corrections / erasures / overwriting; or



- 23.2.6 The Tenderer refuses to accept the corrected Total Tender Price;
or
- 23.2.7 The Tenderer has conflict of interest with the Procuring Agency; or
- 23.2.8 The Tenderer tries to influence the Tender evaluation / Contract award; or
- 23.2.9 The Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;
- 23.2.10 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria
- 23.2.11 the Tenderer fails to meet the evaluation criteria requirements
- 23.2.12 the tenderer has been blacklisted by any public or private sector organization;
- 23.2.13 the tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
- 23.2.14 The tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- 23.2.15 There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 23.2.16 The Tenderer submits any financial conditions as part of its bid which are not in conformity with Bidding Documents.
- 23.2.17 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- 23.2.18 If the rates quoted by vendor are not workable or on higher side etc.

24. RE-BIDDING

If the Procuring Agency rejects all bids in pursuant , it may call for a re-bidding. The Procuring Agency, if it deems necessary may prescribe another method of procurement not inconsistent with the Punjab Procurement Rules-2014. The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

25. ANNOUNCEMENT OF EVALUATION REPORT

The Procuring Agency shall announce the results of the bid evaluation in form of a report, not inconsistent with the Punjab Procurement Rules, 2014, giving justification



for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

26. AWARD CRITERIA

The eligible bidder(s)/tenderer(s) (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.

27. QUALIFICATION OF THE BIDDER

- 27.1 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacity may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence.
- 27.2 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.
- 27.3 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.
- 27.4 The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.
- 27.5 The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the warehousing system/practices by a team of experts for assessment, if it deems necessary.
- 27.6 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 27.7 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Bidder was false and materially inaccurate or incomplete.

28. ACCEPTANCE OF BID

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Procuring Agency shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules,



2014) 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.

29. AWARD OF CONTRACT

Item wise contract shall be awarded to the lowest responsive bidder. The duration of contract is for period of six (06) months which is extendable on mutual consent.

30. 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 as per PPRA 2014.

31. SIGNING OF CONTRACT

The Contract is to be made on Judicial Paper worth of Rs. @ 25 paisa 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.

32. PERFORMANCE SECURITY

32.1 The successful Tenderer/The Contractor shall furnish Performance Security as under:

32.1.1 within twenty-five (25) days of the receipt of the Acceptance Letter from the Client/Procuring Agency;

32.1.2 in the form of unconditional, irrevocable Bank Guarantee/PO/DD 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.

32.1.3 for a sum equivalent up to 05% of the contract value in shape of PO/DD/Bank Guarantee;

32.1.4 denominated in Pak Rupees;

32.1.5 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.

32.2 The Performance Security shall be payable to the Client/Procuring Agency, on occurrence of any / all of the following conditions:

32.2.1 If the Contractor commits a default under the Contract;

32.2.2 If the Contractor fails to fulfill the obligations under the Contract;



32.2.3 If the Contractor violates any of the terms and conditions of the Contract.

32.3 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 Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.

32.4 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.

33. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY

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

34. PRICE REASONAILITY

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.

35. EXPIRY OF CONSUMABLES

All supplies/consumables shall have two years expiry (where applicable) at the time of delivery of said consumables. However, short expiry of one year or less may be received with the written consent of technical committee of the procuring agency.

The procuring agency shall intimate relevant bidders 90 days prior to expiry of delivered stock and same will be replaced with fresh stock/expiry by the bidders.

36. RISK PURCHASE

After expiry of prescribed delivery period the Procuring Agency will proceed for risk purchases (at the risk & cost of defaulter) to ensure the un-interrupted healthcare services to the patients. The risk purchase will be automatically done if no request of bidder is received for grace period or stock is nil. Supplier fail to supply the items within the prescribed time mentioned in purchase order, the payment of risk purchase shall be paid by the supplier or such amount shall be deducted from the invoice



37. DURATION OF CONTRACT

Duration of the contract agreement shall be for the period of Six (06) months which is extendable on mutual consent. Whereas after the expiry of contract, supplier shall be bound to deliver the stock against the already purchase order issued.



LIST OF GENERAL SURGICAL DISPOSABLE CONSUMABLES APPENDIX-A

S.No	Item Description	Unit	Tender Qty	Estimated Budget	2% Bid Security
1	Endotracheal Tube Cuffed 7.5 Fr	PIECE	100	25,000/-	500/-
2	Disposable Syringe 50ml	PIECE	2000	148,800/-	2,976/-
3	Sterile Gauze 4 X 4	PIECE	15000	64,800/-	1,296/-
4	ECG Electrodes Adult	PIECE	2000	23,976/-	480/-
5	Acapella	PIECE	10	65,000/-	1,300/-
6	Endotracheal Tube Cuffed 5.5	PIECE	5	1,410/-	28/-
7	I.V. Cannula 24g	PIECE	200	14,000/-	280/-
8	Suction Catheter 12fr	PIECE	500	21,600/-	432/-
9	I.V. Cannula 20g	PIECE	2000	140,000/-	2,800/-
10	Glucostrips (with 10 FOC Glucometers)	PIECE	15000	176,400/-	3,528/-
11	Disposable Syringe 20ml	PIECE	500	19,200/-	384/-
12	Disposable Syringe Insulin 1ml	PIECE	3000	74,880/-	1,498/-
13	Airway 3	PIECE	200	14,000/-	280/-
14	Bandage Plain Cotton 6"	PIECE	200	5,760/-	115/-
15	I.V. Cannula 18g	PIECE	300	21,000/-	420/-
16	CVP Line 3 Luman 7.5 Fr	PIECE	200	900,000/-	18,000/-
17	I.V Set	PIECE	15000	495,000/-	9,900/-
18	Folleys Catheter 2 Way Silicon 16fr	PIECE	100	65,999/-	1,320/-
19	Disposable Syringe 10ml	PIECE	20000	546,000/-	10,920/-
20	Oxygen Nasal Cannula Adult	PIECE	1000	138,000/-	2,760/-
21	Airway 5	PIECE	10	700/-	14/-
22	Arterial Line Fr 20 Leadercath 3 Fr	PIECE	100	190,000/-	3,800/-
23	Disposable Nebulizer Peads	PIECE	10	4,608/-	92/-
24	Disposable Nebulizer Adult	PIECE	250	115,200/-	2,304/-
25	Disposable Sharps Container (20 Ltr Capacity)	PIECE	2000	1,500,000/-	30,000/-
26	Bandage Plain Cotton 2"	PIECE	200	1,920/-	38/-
27	Cotton Roll Medium	PIECE	2000	252,000/-	5,040/-
28	Folleys Catheter 2way 16 Fr	PIECE	1000	133,200/-	2,664/-
29	CVP Line4 Luman 8.0 Fr	PIECE	5	58,500/-	1,170/-
30	Folleys Catheter 2 Way Silicon 18fr	PIECE	50	33,000/-	660/-
31	Oxygen Mask With Non Rebreather	PIECE	3000	2,538,000/-	50,760/-
32	I.V. Cannula 22g	PIECE	1500	105,000/-	2,100/-
33	Diapers Adult Extra Large	PIECE	2000	156,000/-	3,120/-
34	Endotracheal Tube Cuffed 5.0	PIECE	10	2,750/-	55/-
35	Folleys Catheter 2 Way Silicon 14 Fr	PIECE	50	20,940/-	419/-
36	Suction Catheter 14fr	PIECE	1000	40,200/-	804/-
37	Suction Catheter 16fr	PIECE	1000	40,200/-	804/-
38	Disposable Syringe 5 ml	PIECE	5000	100,000/-	2,000/-
39	Blood Lancet	PIECE	15000	63,000/-	1,260/-



40	Airway 4	PIECE	20	1,400/-	28/-
41	Close suction 12	PIECE	150	525,000/-	10,500/-
42	Ambu Bag	PIECE	20	120,000/-	2,400/-
43	HME Filter Adult	PIECE	300	225,000/-	4,500/-
44	Syringe 30 ml	PIECE	1000	44,400/-	888/-
45	Syringe 3 ml	PIECE	2000	42,700/-	854/-
46	Diapers Adult XXL	PIECE	2000	156,000/-	3,120/-
47	Disinfectants - Surface Cleaner Btl/100 Tablets	Btl/100	50	75,000/-	1,500/-
48	Alochal Wipes ((70% (v/v) Isopropy Alcohol) for Disinfection of General Surface & Non Critical Items	Pack/100	200	1,560,000/-	31,200/-
49	Spray Bottles (500ml)	PIECE	200	60,000/-	1,200/-
50	Tagaderm 10x10	PIECE	1200	145,848/-	2,917/-
51	Tagaderm 06x07	PIECE	3500	108,500/-	2,170/-
52	Alcohol Spray 500ML	PIECE	50	25,000/-	500/-
53	Chlorhexidine 2% +70% Alcohol for skin preparation	PIECE	500	450,000/-	9,000/-
54	Chlorhexidine 4 % for surgical hand washing	PIECE	300	210,000/-	4,200/-
55	Band Aid	PIECE	10000	18,000/-	360/-
56	Alcohol Swab	PIECE	20000	37,000/-	740/-
57	Stylet 10	PIECE	100	30,000/-	600/-
58	Feeding Bag	PIECE	200	200,000/-	4,000/-
59	Yankauer Set	PIECE	200	110,000/-	2,200/-
60	Mucus Extractor	PIECE	100	120,000/-	2,400/-
61	Silk 2.0	PIECE	144	43,200/-	864/-
62	Breathing Circuit Adult	PIECE	200	200,000/-	4,000/-
63	Dignity sheet	PIECE	500	25,000/-	500/-
64	ETT Holder (7.0, 7.5, 8.0 mm)	PIECE	500	275,000/-	5,500/-
65	Diapers Adult Large	PIECE	3000	216,000/-	4,320/-

Note:

- **Brand name should be mentioned against each quoted item even it is local or China.**
- **Samples must be submitted in Procurement Office within 48 hrs after opening of technical bid.**
- **Sr.# and vendor name must be mentioned on each sample.**



APPENDIX A-1
EVALUATION / KNOCK DOWN CRITERIA

Failure to comply with any mandatory requirements will result in “non- responsiveness of the bidder”.

Sr. No	<u>Evaluation / Knock Down Criteria</u>	Mandatory
1	Proof of Sales Tax & NTN registrations (Status = Active with FBR) at least one years.	Mandatory
2	The Bidder must be Manufacturer/Authorized Sole Distributor of Manufacturer/ Distributor of Authorized Sole Distributor of Manufacturer	Mandatory
3	Valid Drug Sales License/Manufacturing License issue by DRAP	Mandatory
4	Valid License to Import Medical Devices issued by DRAP (Only for Sole Distributor/Importer/Agent)	Mandatory
5	Valid Product Enlistment/Registration Certificate issued by DRAP (Where Applicable) Note: Exemption shall be granted In the light of SRO 526(I) 2021 issued by DRAP	Mandatory
6	Bidder must have two-year experience in relevant surgical/consumable/ disposable supplies (Attached purchase orders/delivery challans of govt./private hospitals)	Mandatory
7	The Quoted product must be FDA/CE/ISO/WHO (Where applicable)	Mandatory
8	Valid Free Sale Certificate issued by competent authority indicating that quoted brand is freely available in the country of manufacturer (For import items)	Mandatory
9	Undertaking on stamp paper (Rs. 100/-) - 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. - Price Reasonability Certificate that quoted prices (s) against each item are not more than trade/market price - The quoted products neither rejected nor declared as spurious/adulterated/misbranded by DRAP or by any Drug Testing Laboratory of ay province of Pakistan	Mandatory
10	Samples of quoted items (minimum 02) for trial and technical evaluation.	Mandatory
11	The contractor should attach, original bid receipt (Bank Receipt of Rs. 1000/-) and signed stamped copy of the bidding documents along with the bid.	Mandatory

Note The financial rates of approved samples shall be accepted, whereas rates of rejected samples shall not be accepted.



ANNEXURE-B

Proposal Submission Form

Bid Ref No. Date of the Opening of Bids

Name of the Firm :{ Add name e.g., PROCUREMENT OF SURGICAL DISPOSABLE CONSUMABLES FOR COVID-19 FRAMEWORK CONTRACT }

Head of Procurement

Pakistan Kidney & Liver Institute and Research Centre
1-PKLI AVENUE OPPOSITE DHA PHASE VI KNOWLEDGE PARK LAHORE.

Subject: PROCUREMENT OF PROCUREMENT OF SURGICAL DISPOSABLE CONSUMABLES FOR COVID-19 FRAMEWORK CONTRACT

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 Goods 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 (1/2 depending upon the quantity) collected from any supply of any district to be tested by international WHO recognized Medical and Surgical and will accept the results in addition to testing by DTLs, Punjab



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



ANNEXURE-C

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, i.e. before the date indicated in _____ of the Bidding Documents.

We also declare that the Government of Pakistan / Punjab 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



ANNEXURE-D

Price

Name of the Firm:

Bid Reference. No:

Date of opening of Bid.

Sr#	No. Name of the tender Item	Quoted Brand	Unit Price (Exclusive of GST)	No. of Units	Total Price
1	2	3	4	5	6
					4*5

Note The financial rates of approved samples shall be accepted, whereas rates of rejected samples shall not be accepted.

A) FINAL TOTAL PRICE: -----



Note:

- a) **PKLI 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 PKLI.
- c) Overwriting, cutting, use of fluid etc., are not allowed which may lead to cancelation of bid offered.
- d) Incomplete or semi filled bid shall be treated as Non-Responsive.

Stamp & Signature of Bidder _____



ANNEXURE-E

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the firm/JV/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:



ANNEXURE-F

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 Bidders 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.
9. All items quoted never declared as Spurious Batch by Drug Testing Laboratory of any region/ any competent laboratory of quoted item for registered drug/ device.

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



ANNEXURE-G 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 _____



ANNEXURE-H

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. (5% 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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 - ii. Contract Duration
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 - iv. Contract Language
 - v. Standards
 - vi. Commercial Availability
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 - x. Delivery
 - xi. Payment
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 - xxi. Force Majeure
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 - xxiii. Statutes and Regulations
 - xxiv. Taxes and Duties
 - xxv. Contract Cost
 - xxvi. The Client
 - xxvii. Authorized Representative
 - xxviii. Waiver



This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between **Pakistan Kidney and Liver Institute and Research Centre (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 PKLI 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 of General Surgical Disposable Consumables as described in the contract.
- (b) The Client has requested the Contractor to provide certain Supply of General Surgical Disposable Consumables Items 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 Supply of Consumables Items 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 of Supply of Consumables Items.
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. Bidder’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 PKLI

FOR CONTRACTOR

Signature:

Signature:

Name:

Name:

Witnessed By:

Witnessed By:

WITNESSES

Signature

Signature

Name

Name

CNIC

CNIC

Designation

Designation



General Conditions of Draft Contract

i. Contract

The Client shall, after issuance of LOI and receipt of the Performance Security from the successful Bidder, send the Contract provided in the Bidding Document, to the successful Bidder within a week after receiving of Performance Security Verification Letter from the bank.

ii. Contract Duration

The duration of Contract shall be for the period of Six (06) months (which is extendable on mutual consent) from award of contract, starting from the date of issuance of Letter of Acceptance.

iii. 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.

iv. 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.

v. Standards

The consumables Items provided under this Contract shall conform to the authoritative latest industry standards.

vi. Commercial Availability

The consumables Items supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Consumables Items shall have been sold under two separate contracts by manufacturer globally.



vii. 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.

viii. Execution Schedule

Order for material will be placed minimum 15 days before the requirement through written intimation(s) by concerned technical team, after the issuance of Letter of Acceptance.

ix. Packing

The Contractor shall provide such packing of the consumables Items 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 Items to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

x. Delivery

- a) The Contractor shall indicate his delivery approach clearly specifying the requirements for packing, shipping and unpacking of deliverable consumables Items 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 Items at designated points, as specified by the Client at the time of delivery.
- b) The consumables Items 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 Items shall be delivered complete. If it shall appear to the Client that the consumables Items 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 Items 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.

xi. 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 general surgical disposable consumables Items 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 general surgical disposable consumables Items 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 thirty (30) days. Payment shall be made against the deliveries of each purchase order/work order.

e) All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

xii. Price

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

xiii. 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.

xiv. 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.

**xv. 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. Extension may be given with mutual consent of both parties depends upon satisfactory performance of the contractor prior to the approval of competent authority of PKLI & RC.

xvi. 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.

xvii. 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 Punjab Procurement Rules, 2014 and PKLI Procurement Manual.

xviii. 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.

xix. 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.

xx. 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.

xxi. 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

xxii. 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 Lahore, Pakistan. The award shall be final and binding on the parties.

xxiii. 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 Lahore 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.

xxiv. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned



authorities of Income Tax and Sales Tax Department, Government of Pakistan.**xxv. 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 bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

xxvi. 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.

xxvii. 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 Clause 53.2, any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Client to disapprove such Goods or Services or Works 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 Client, the Contractor may refer the matter to the Client/ the Client who shall confirm, reverse or vary such decision or instruction.

xxviii. 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

SCHEDULE-A, SPECIAL STIPULATIONS	
For ease of Reference, certain special stipulations are as under:	
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 (120) 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 minimum 15 days or as per requirement of client before the requirement through written intimation(s) by concerned technical team, after the issuance of Letter of Acceptance.



<p>Liquidated damages for failure / delay in supply of consumables Items by the Contractor</p>	<p>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 Goods / 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.</p>
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RISK PURCHASE

After expiry of prescribed delivery period the Procuring Agency will proceed for risk purchases (at the risk & cost of defaulter) to ensure the un-interrupted healthcare services to the patients. The risk purchase will be automatically done if no request of bidder is received for grace period or stock is nil. Suppliers fail to supply the items within the prescribed time mentioned in purchase order, the payment of risk purchase shall be paid by the supplier or such amount shall be deducted from the invoice