

# **Procurement of Laboratory Chemicals (HBV & HCV PCR Kits along with Extraction)**

For

**Centre for Applied Molecular Biology  
(CAMB)**

**University of the Punjab (PU),  
Lahore**

**July 2024**

## SECTION-I: INVITATION TO THE BIDDERS

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Dear Sir/ Madam

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2. The bidder must bid for entire/total quantity. Bid for partial quantity will straightway be rejected.
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4. Bidding shall be conducted through Single Stage - Two Envelopes bidding procedure of Punjab Procurement Rules, 2014. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters. The outer envelope shall clearly be marked with Tender Enquiry No. for which the proposal is submitted. Financial proposals of bids found technically non-responsive shall be returned un-opened to the respective bidders. It is advised that financial proposals should be submitted separately for each quoted item.
5. B
6. All bids should be submitted in Tape Binding and properly sealed in envelopes. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the RFP Documents and signatures of authorized person. Moreover, signing and stamping each page of RFP documents/form is mandatory.
7. 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 submission and opening of tenders accordingly. The time and venue shall remain the same.

**Note:**

The bidder shall attach an unhidden photocopy of 2% Bid Security of the estimated cost of each item as mentioned in the Tender Documents, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR), with Technical Proposal (hard copy) and Original with Financial Proposal.

CAMB, PU, Lahore.

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## SECTION-II: INSTRUCTIONS TO BIDDERS

### A. Introduction

1. **Source of Funds**
  - 1.1 The Procuring Agency (CAMB, PU) named in the Bid Data Sheet has funds and intends to apply a portion of the proceeds of this budget to eligible payments under the contract for which this Invitation for Bids is issued.
2. **Eligible Bidders**
  - 2.1 This Invitation for Bids is open to all manufacturers and their respective Manufacturers / Authorized / Sole Distributor / Contractors / Suppliers, except as provided hereinafter.
  - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
  - 2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government.
  - 2.4 Bidders shall not be under a declaration of blacklisting by any Government Department, Semi Government, Autonomous Body or PPRA.
3. **Eligible Goods & Services**
  - 3.1 All goods, equipment, and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS)*, and all expenditures made under the contract will be limited to such goods and services.
  - 3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 3.3 The origin of goods, equipment, instrument, and services is distinct from the nationality of the Bidder.
4. **Cost of Bidding**
  - 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
  - 4.2 As per PPRA Rules, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement. No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.

## **B. The Bidding Documents**

5. **Content of Bidding Documents**
- 5.1 The goods, equipment, instrument required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- Invitation to the bidders
  - Instructions to bidders
  - Technical specifications/scope of work/technical compliance sheet
  - Bid datasheet
  - Preamble to conditions of contract
  - General conditions of the contract
  - Particular/special conditions of the contract
  - Schedule of requirements (schedule A to H)
  - Sample forms
  - Checklist
- Bid Forms include**
- Bid form
  - Manufacturer's authorization form
  - Bidder profile form
  - General information form
  - Affidavit
  - Bid security form
  - Technical bid form
  - Contract form
  - Financial bid form / price schedule
  - Performance guarantee form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid (nonresponsive).
- 5.3 In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB 5.1 above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
- 5.4 The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.
6. **Clarification of Bidding Documents**
- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser's address indicated in ITB Clause 19.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without

identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

- 7. Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email and will be bidding on them.
- 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

### **C. Preparation of Bids**

- 8. Language of Bid**
- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet i.e English. Supporting documents and printed literature furnished by the Bidder may be in same language i.e English.
- 9. Documents Comprising the Bid**
- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
  - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - (c) documentary evidence established in accordance with ITB Clause 14 that the goods, equipment, instrument and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
  - (d) bid security furnished in accordance with ITB Clause 15.
- 10. Bid Form**
- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, Catalogue/Accession number, quantity, unit price and extended warranty price, if any, separately.
- 11. Bid Prices**
- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (applicable) and total bid price of the goods, equipment, instrument it proposes to supply under the contract along with a price for extended warranty per year, if any.
- 11.2 All prices should be in PAK rupees indicating both exclusive and inclusive of all Taxes. GST and /or other Tax amount where applicable, should be mentioned in separate column(s) and the total given in a separate column. Prices indicated on the Price Schedule shall be item wise/ package wise.

- 11.2 Prices indicated on the invoice schedule shall be on DDP/FOR basis up to CAMB, Lahore risk coverage included. Payment will be made after final supply of goods. The transportation up till delivery on site premises will be arranged and paid by Supplier/bidder.
- 11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24.
- 12. Bid Currencies** 12.1 Prices should be quoted in Pak Rupees for DDP/FOR basis up to CAMB, Lahore unless otherwise specified in the Bid Data Sheet.
- 13. Documents Establishing Bidder's Eligibility and Qualification** 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to distribute/supply in Pakistan;
  - (b) that the Bidder has the financial, technical, aftersale services, and production capability necessary to perform the contract;
  - (c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
- 14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents** 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be

confirmed by a **certificate of origin** issued at the time of shipment and shall be supplied by the bidder to purchaser at time of supply.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, data, resume of technical staff, facilities available at the repair maintenance shop and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods, equipment & Instrument;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period 60 months as specified in the Bid Data Sheet, following commencement/installation of the goods/equipment at the Purchaser premises after completion of warranty period; and
- (c) a list of available technical staff along with their resume as well as facilities available at the repair maintenance workshop of bidder be provided to establish their after-sale service capability.
- (d) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating **substantial responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be minimum standard and not restrictive. The Bidder may suggest alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## 15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms: Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for sixty (60) days beyond the validity of bid.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.

- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than forty-five (45) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the 10% performance security, pursuant to ITB Clause 33.
- 15.7 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) in the case of a successful Bidder, if the Bidder fails:
    - (i) to sign the contract in accordance with ITB Clause 32; or
    - (ii) to furnish performance security in accordance with ITB Clause 33.

**16. Period of  
Validity of  
Bids**

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to shall be made in writing (or by email). The time period of bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.
- 16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding hundred & twenty (120) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.

**17. Format and  
Signing of Bid**

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "SOFT COPY OF BID," as appropriate. In the event of any discrepancy, SOFT COPY OF BID shall govern the Bid.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed & stamped by the person or persons signing the bid.
- 17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed & stamped by the person or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

#### **D. Submission of Bids**

#### **18. Sealing and Marking of Bids**

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “SOFT COPY.” The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and

(b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

#### **19. Deadline for Submission of Bids**

19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **20. Late Bids**

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

#### **21. Modification and Withdrawal of Bids**

21.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity

specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

#### **E. Opening and Evaluation of Bids**

- 22. Opening of Bids by the Purchaser**
- 22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign an attendance sheet evidencing their presence.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 23. Clarification of Bids**
- 23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 24. Preliminary Examination**
- 24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to

critical provisions, **such as** those concerning **Bid Security** (ITB Clause 15), **Applicable Law** (GCC Clause 30), and **Taxes and Duties** (GCC Clause 32), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 25. Qualification & Evaluation of Bids**
- 25.1 In the absence of **prequalification**, the Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 25.2 The determination will consider the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.
- 25.3 The Purchaser will **technically evaluate** and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24, as per Technical Specifications & Marking System Given in the Bid Data Sheet.
- 25.4 The Purchaser's **financial evaluation** of a bid will be on lowest cost basis on DDP/FOR (CAMB Lahore) price inclusive of insurance cost.
- 26. Contacting the Purchaser**
- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e., 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the purchaser during bid evaluation or bid comparison may result in the rejection of the Bidder's bid.
- F. Award of Contract**
- 28. Award Criteria**
- 28.1 Subject to ITB Clause 30, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive, technically qualified and has been determined to be the lowest evaluated financial bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 29. Purchaser's Right to Vary Quantities at Time of Award**
- 29.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

- 30. Purchaser's Right to Accept or Reject All Bids** 30.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the Bidder or bidders of the grounds for the Purchaser's action.
- 31. Notification of Award** 31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 32. Signing of Contract** 32.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.
- 33 Performance Security** 33.1 Within ten (10) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the 10% performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.
- 34. Corrupt or Fraudulent Practices** 34.1 The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:
- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,
  - (iii) "collusive practice" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;

- (b) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - (c) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.
- 34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

CLAIMED

### SECTION-III. TECHNICAL SPECIFICATIONS

S.NO	DESCRIPTION	QTY
1	<p><b>H C I</b></p> <p>Real time PCR or any other advance NAAT (Nucleic Acid Amplification Test) detection and quantification test kit, ready to use, complete kit with all disposables and consumables as per needs put forth by procuring agency i.e. essential reagents (set of RNA extraction and amplification reagents in correct proportionate quantity including internal controls and standards, disposable/single use sterile clinical / lab grade PCR Tubes, Filter Tips, 1.5ml Tubes, secondary tubes 3ml or 5ml as per recommendations of the manufacturer, Ethanol, Gloves etc.) should be provided Free of Cost along with the kits.</p> <p>The number of tests counted in each kit shall be those which are performed for diagnosis exclusively, controls and any other measures consuming reagents shall not be counted in the number of tests. Furthermore, reagents/tests lost due to instrumentation error, including but not limited to errors/unsatisfactory performance caused by contamination issues, any precedented/ unprecedented technical errors, installation shortcomings, or l o s Machines/platforms for the usage of said kits will be provided by the supplier, along with installation and troubleshooting services as well as regular calibration, maintenance, u The supplier will be responsible for initial training and refresher training of user staff in terms of machine usage as well as biosafety procedures and decontamination protocols as and when required. Technical Specifications for the above-mentioned accessories (items other than extraction and amplification kits) must be compatible with the offered kits and the machinery shall comply with technical specifications/samples provided by the procuring agency as well.</p> <p>The bidder will ensure the provision of the kits directly from the manufacturer to the procuring agency as per demand (with a minimum six-month expiry from the date of delivery), however, the bidder may act as a local agent of the manufacturer ensuring the provision of technical, maintenance, replacement, training, troubleshooting and supply services.</p>	1500 Reportable Tests
2	<p><b>HBV QUANTITATIVE TEST KIT ALONG WITH EXTRACTION:</b> One Test (as applicable) = Extraction Kit (Auto or Manual with minimum 98% recovery) + Amplification Kit + Consumables + Controls + Calibration Standards capable of detecting HBV.</p> <p>IUs across all 6 genotypes of HBV limit of detection must be less than 10 IU/ml with a confidence interval of more than 95%. Kits must be for Invitro Human diagnostics (IVD) &amp; CE marked.</p> <p>Real time PCR or any other advance NAAT (Nucleic Acid Amplification Test) detection and quantification test kit, ready to use, complete kit with all disposables and consumables as per needs put forth by procuring agency i.e. essential reagents (set of RNA extraction and amplification reagents in correct proportionate quantity including internal controls and standards, disposable/single use sterile clinical / lab grade PCR Tubes, Filter Tips, 1.5ml Tubes, secondary tubes 3ml or 5ml as per recommendations of the manufacturer, Ethanol, Gloves etc.) should be provided Free of Cost along with the kits.</p> <p>The number of tests counted in each kit shall be those which are performed for diagnosis exclusively, controls and any other measures consuming reagents shall not be counted in number of tests. Furthermore, reagents/tests lost due to instrumentation error, including but not limited to errors/unsatisfactory performance caused by contamination issues,</p>	500 Reportable Tests

	<p>precedented/unprecedented technical errors, installation shortcomings, and loss of power backup before the stipulated backup time shall be compensated in full to the procuring agency. Tests lost due to human/operator error shall be compensated as well but the number of tests compensated against kits lost to human/operator may not exceed 5% of total tests purchased by the procuring agency.</p> <p>Machines/platforms for the usage of said kits will be provided by the supplier, along with installation and troubleshooting services as well as regular calibration, maintenance, u</p> <p>The supplier will be responsible for initial training and refresher training of user staff in terms of machine usage as well as biosafety procedures and decontamination protocols as and when required. Technical Specifications for the above-mentioned accessories (items other than extraction and amplification kits) must be compatible with the offered kits and the machinery shall comply with technical specifications/samples provided by the procuring agency as well.</p> <p>The bidder will ensure the provision of the kits directly from the manufacturer to the procuring agency as per demand (with a minimum six-month expiry from the date of delivery), however, the bidder may act as a local agent of the manufacturer ensuring the provision of technical, maintenance, replacement, training, troubleshooting and supply services.</p>	
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**DELIVERY SCHEDULE**

Location	Item	Delivery Period from the date of Notification of Award
Centre for Applied Molecular Biology	Lab Chemicals (HBV & HCV PCR Kits along with Extraction)	The delivery period shall not be more than 30 days from the date of issuance of the supply order. CAMB Diagnostic Lab will request suppliers for kits as and when required with a minimum six-month expiry from the date of delivery.

***Note: The above equipment/goods shall be supplied at the location identified by the client complete in all respects with all warranty and compulsory documents/invoices.***

## SECTION-IV: BID DATA SHEET (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>Introduction</b>
<b>ITB 1.1</b> a) <b>Name of Procuring Agency:</b> Centre for Applied Molecular Biology (CAMB), University of the Punjab (PU), Lahore b) <b>Name of Contract:</b> Procurement of Lab Chemicals (HBV & HCV PCR Kits along with Extraction)
<b>ITB 4.1 Name of Purchaser:</b> CAMB, PU
<b>ITB 6.1 For clarification purposes, the Employer's address is:</b> Procurement Section, CAMB, PU, Lahore. Requests for clarification shall be received no later than 30 <sup>th</sup> July, 2024.
<b>ITB 8.1 Language of the Bid:</b> English

<b>Bid Price, Currency &amp; Payments</b>
<b>ITB 11.2</b> <ul style="list-style-type: none"><li>• The Bidder shall indicate on the appropriate Price Schedule the unit prices (applicable) and total bid price of the goods it proposes to supply under the contract along with a price for extended warranty per year, if any.</li><li>• All prices should be in PAK rupees indicating both exclusive and inclusive of all Taxes. GST and /or other Tax amounts where applicable, should be mentioned in a separate column(s) and the total given in a separate column. Prices indicated on the Price Schedule shall be item wise.</li><li>• Prices indicated on the invoice schedule shall be on DDP basis up to CAMB, Lahore risk coverage included. Payment will be made after the final supply of goods, however partial payment of supplied goods can be made subject to the provision of an affidavit by the supplier/bidder that by all means complete supplies of goods will be made as per contract and no variation will be paid on any account. The transportation up till delivery on-site premises will be arranged and paid by the supplier/bidder.</li><li>• Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24.</li></ul>

## Preparation and Submission of Bids

### Qualification/Eligibility Criteria/Knock Down Criteria

In addition to ITB 13.1, ITB 13.2, and ITB 13.3 (b), the potential bidder must fulfil the following compulsory parameters. **Failure to comply with any compulsory parameter will result in "non-responsiveness of the bidder for quoted item" and will result in disqualification of bidders.**

### **COMPULSORY PARAMETERS**

1. 2% Bid Security (Copy with technical bid and original with financial bid)
2. Certificate of Incorporation of bidder's firm showing its location and the date of registration etc. along with the CNIC copy of CEO/owner.
3. NTN, GST Registration Certificates and proof of Active Tax Payer List (ATL).
4. Letter of Authorization from the Sole Agent / Authorized Distributor / Manufacturer / Foreign Principals to the bidder for participation in this Tender. However, the principal/manufacturer firm / sole agent will also be responsible for the quantity & quality of the product.
5. The firm will submit an affidavit on a notarized judicial stamp paper of Rs. 100/- that the firm is not currently blacklisted by any Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan etc. The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be blacklisted as per Rules /Laws. The Firm agrees to all terms and conditions as mentioned in the bidding documents. The bidder will supply brand-new goods which conform to the given specifications and will be responsible for replacing any defective goods free of all charges including packing & freight charges.
6. If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, a bid security, when required, for each bid, and a valid authorized dealership certificate from the respective Manufacturer, all such bids will be rejected as nonresponsive.

### ITB 15.1 Amount of Bid Security:

Description of Item(s)	Bid Security
Lab Chemicals (HBV & HCV PCR Kits along with Extraction)	2% of 3 Million Estimated Price (Rs.60,000)

Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Bank Draft, or Pay Order in favour of the CAMB, PU Lahore having its **validity 90 days from the date of opening of Bid.**

### ITB 16.1 Bid Validity Period: 90 days after the date of opening of bid.

**ITB 17.1 Number of Copies:** Signed, Stamped **Original** along with **Soft Copy** of the bid on CD or Flash Drive.

**ITB 18.2 (a) Address for Bid Submission:** Procurement Section, CAMB, 87-West Canal Bank, Opp SUPARCO Office, Samsani Road, Thokar Niaz Baig, Lahore.

**ITB 19.1 Deadline for Bid Submission: 09<sup>th</sup> August 2024 before 11:00 AM**

**ITB 22.1 Time, Date, and Place for Bid Opening: 11.30 AM. 09<sup>th</sup> August 2024,** at Committee Room, CAMB, 87-West Canal Bank, Opp SUPARCO Office, Samsani Road, Thokar Niaz Baig, Lahore.

### Bid Evaluation & Marking System

**ITB 25.3 Criteria & Marking System on Comparative Basis for the Evaluation of Technical Proposals are under for Bidder:**

Parameters	Detail			Total Marks
Past Performance (Within Previous 3 Y)	No. of Institutions Served			20
	i	1 to 3	5	
	ii	4 to 6	10	
	iii	7 to 10	15	
	iv	10 and above	20	
The claim requires Purchase Orders along with Delivery Challans				
Age of the Company	Age of the Company			30
	i	1-2 year	10	
	ii	2-5 years	20	
	iii	Above 5 years	30	
The claim requires the Firm's Incorporation/Registration Certificate				
Financial Status	Financial Status			30
	i	The Cumulative turnover of the last two financial years up to 10 Million	10	
	ii	The Cumulative turnover of the last two financial years up to 20 Million	20	
	iii	The Cumulative turnover of the last two financial years up to 30 Million	30	
To claim relevant documents need to be attached i.e. FBR income tax/sale tax returns				
Human Resource Strength/Experience of Technical Staff	HR Education & Experience			20
	i	2 persons	8	
	ii	3 -5 persons	15	
	iii	6 persons or above	20	
The bidder is required to attach an attested copy of the relevant degree and appointment letter of the concerned technical and managerial staff.				

**Note: Marks would only be Awarded Based on Verifiable Documentary Proofs**

1. Bidders in order to qualify technically need to have at least 65 points following the above requirements/criteria and have to qualify the minimum specifications as stipulated in Section-III - Technical specifications, else will be declared non-responsive and bid will be rejected.
2. The technically qualified bidder will perform a Demo Testing of Samples using the Quoted Kits at the CAMB Diagnostic Lab.

3. Financial Bids of bidders who have technically qualified and have passed the demo sample testing at CAMB will be opened while the rest will be returned unopened.

#### **Contract Award**

##### **ITB 28, 29, 32, 33**

1. Contract would be awarded to the successful Bidder whose bid has been determined technically responsive, qualified, passed the demo sample testing and has the lowest evaluated financial bid.
2. Percentage for quantity increase or decrease: 15 % of total contract value.
3. The successful bidder will furnish 10% of the Contract Value as performance security in shape of Bank Guarantee/DD/Bankers Cheque in Pak Rupees in accordance with the Conditions of Contract along with the Performance Security Form.
4. At the time of billing, in accordance with Stamp Act 1899 amended from time to time, the contractor shall be required to affix a stamp duty minimum of Rs.1200/- on the value of the contract or Bill Amount exceeding more than Rs.75,000/-.

## SECTION-V: GENERAL CONDITIONS OF CONTRACT

- 1. Definitions**
  - 1.1 In this Contract, the following terms shall be interpreted as indicated:
    - (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
    - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
    - (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
    - (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
    - (e) "GCC" mean the General Conditions of Contract contained in this section.
    - (f) "SCC" means the Special Conditions of Contract.
    - (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
    - (h) "The Purchaser's country" is Islamic Republic of Pakistan.
    - (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
    - (j) "The Project Site," where applicable, means the place or places named in SCC.
    - (k) "Day" means calendar day.
- 2. Application**
  - 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin**
  - 3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards**
  - 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards

- appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Bank**
- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4 The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Agency, if so required by the Procuring Agency.
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
- 7. Performance Security**
- 7.1 Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:
- (a) a bank guarantee /DD/Bankers Cheque issued by a reputable bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
- 8. Inspections and Tests**
- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The

Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Pakistan shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

## **10. Delivery and Documents**

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 Documents to be submitted by the Supplier are specified in SCC.

## **11. Insurance**

- 11.1 Insurance coverage is supplier responsibility for all the goods supplied on DDP basis up to CAMB, Lahore under the Contract.

## **12. Transportation**

- 12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

**13. Incidental Services**

- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - (d) quarterly performance or supervision or maintenance and/or repair of the supplied Goods, during a warranty period of 1 year free of cost, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - (e) Compulsory training of the nominated Purchaser's personnel, at the supplier's plant and/or on-site (local/foreign training), in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

**14. Spare Parts**

- 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been installed and accepted at the final destination indicated in the Contract, or for thirty six (36) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The Purchaser shall promptly notify the Supplier in writing /electronically (e-mail/fax) of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser after submission of an invoice or claim by the Supplier.
- 16.4 The payment would be made in favor of Manufacturer, Authorized / Sole Distributor / Bidder.
- 17. Prices**
- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.
- 18. Change Orders**
- 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and/or
  - (d) the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claim by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 19. Contract Amendments**
- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

- 20. Assignment** 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 21. Subcontracts** 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.
- 22. Delays in the Supplier's Performance** 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
- 23. Liquidated Damages** 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.
- 24. Termination for Default** 24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
  - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
  - (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**26. Termination for Insolvency**

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

**27. Termination for Convenience**

27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the

Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**28. Resolution of Disputes**

28.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration.

**29. Governing Language**

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**30. Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

**31. Notices**

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**32. Taxes and Duties**

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.



- B) At site preventive maintenance on quarterly basis by the bidder's qualified staff for one year warranty period, starting from final acceptance of goods. The rate must include cost for all kinds of labor, inputs and material required for above, and all applicable government taxes and levies. In case a separate rate is not provided by the bidder for the above items, it shall be deemed to have been covered in the overall quoted cost.

**8. Warranty (GCC Clause 15)**

GCC 15.2—In accordance with the provisions, the warranty period shall be 12 months (parts, labor, quality, and quantity warranty) from the date of final acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

**or**

- (b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.1 % of the contract price per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price with forfeiting of Performance guarantee along with backlisting of the firm/supplier.

**or**

- (b) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc in case of major defect at his own cost.

GCC 15.4 & 15.5—the period for correction of defects in the warranty period is 72 hours.

**9. Payment (GCC Clause 16)**

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment will be made in Pak Rupees for quotes on DDP basis up to CAMB, Lahore after performing the requisite inspection and tests as mentioned in SCC 4 at CAMB, Lahore.

Payment will be made after the final supply of goods, however partial payment of supplied goods can be made subject to the provision of an affidavit by the supplier/bidder that by all means complete supplies of goods will be made as per contract and no variation will be paid on any account.

**12. Prices (GCC Clause 17)**

GCC 17.1—Prices shall be: Fixed.

**13. Liquidated Damages (GCC Clause 23)**

GCC 23.1—Applicable rate: 0.1 % of contract price per day

Maximum deduction: 10 % of contract price

**14. Resolution of Disputes (GCC Clause 28)**

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication as per laws of the land or arbitration in accordance with the Pakistan Arbitration Act, 1940 and all adjudication will take place in Lahore.

**15. Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be: English.

**16. Applicable Law (GCC Clause 30)**

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Employment of Children (ECA) Act 1991  
The Bonded Labour System (Abolition) Act of 1992  
The Factories Act 1934

**17. Notices (GCC Clause 31)**

GCC 31.1—Purchaser's address for notice purposes— Procurement Section, CAMB, 87-West Canal Bank, Samsani Road, Thokar Niaz Baig, Lahore.

Supplier's address for notice purposes:

CAMB

## SECTION-VII. SCHEDULE OF REQUIREMENTS

### (INTEGRITY PACT)

#### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. Dated Contract Value: Contract Title: \_\_\_\_\_

.....[name of Supplier] 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 Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of Supplier] 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer: .....

Signature: .....

[Seal]

Name of Seller/Supplier: .....

Signature: .....

[Seal]

## SECTION-VIII: SAMPLE FORMS

### 8.1 Bid Form

*[To be signed & stamped by the Goods Provider and reproduced on the letter head. To be attached with the Bid in case of Single Stage Two Envelope Procedure]*

Date: \_\_\_\_\_

To: *[name and address of Procuring Agency]*

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **10%** of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of **90** days from the date fixed to Bid opening under Clause 2.3.8 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed *(if required)*, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

**Technical bid includes the following:-**

- a) All the forms relevant to the technical bid (as per **form 8.7** of Bidding documents), to be reproduced on the letter head of the bidder as indicated on each individual form.
- b) Copy of bid security form along with copy of financial instruments *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR)/ Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for 120 Days, beyond the validity of Bid in the manner as prescribed on the bid security form **8.10**.
- c) Any other document required by the procuring agency not inconsistent with PPR-14.

**Financial bid includes the following:-**

- i. Original Bid form (as per **form 8.1** of Bidding documents) on letterhead of the firm, duly signed and stamped.
- ii. Price schedule / financial form (as per **form 8.9**) to be reproduced on the letterhead of the bidder duly signed and stamped.
- iii. Original Bid security form (as per **form 8.10**) along with Original financial instrument *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for 120 Days, beyond the validity of Bid.
- iv. Manufacture Authorization Bidders Profile & General Information, Affidavit, Performance Guarantee, Contract Form and Integrity Pact are attached as per Bid Forms 8.2, 8.3, 8.4, 8.5, 8.6, 8.8.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of  
goods  
provider

Amount and  
Currency

_____	_____
_____	_____
_____	_____

(if none, state "none")

We understand that you are not bound to accept the lowest or any Bid you may receive. Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

*[signature]*

*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

CALLIB

## 8.2. Manufacturer's Authorization Form

*[To be signed and stamped by the Bidder and to be attached with Technical Bid]*  
[See Clause 2.3.6 (iii) of the Instructions to Bidders.]

To: *[name of the Procuring Agency]*

WHEREAS *[name of the Manufacturer]*, who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a Bid, and subsequently negotiate and sign the Contract with you against for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation to Bids.

\_\_\_\_\_  
*[Signature for and on behalf of Manufacturer]*

*Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.*

CLAIM

### 8.3. Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr.#	Particulars
1.	Name of the company:
2.	<b>Registered Office:</b> Address: Office Telephone Number: Fax Number:
3.	<b>Contact Person:</b> Name: Personal Telephone Number: Email Address:
4.	<b>Local office if any:</b> Address: Office Telephone Number: Fax Number:
5.	<b>Registration Details:</b>

**a) Audited Financial Statement Attachment/Income Tax Returns (Last Two Years)**

Yes	No
-----	----

**b) Details of Experience (Last Three Years)**

(i)	<b>Similar Project (Agency/Department)</b>	<b>Item Name</b>
(ii)	<b>Value of total Projects/Tenders/POs</b>	<b>Amount</b>

**c) Staff Detail and last month Payroll**

Yes	No
-----	----

**8.4. General Information Form**

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

Particulars				
Company Name				
Abbreviated Name				
National Tax No.			Sales Tax Registration No	
PRA Tax No.				
No. of Employees			Company's Date of Formation	

\*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

## 8.5. Affidavit

*[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]*

**Name:** \_\_\_\_\_ *(Applicant)*

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is not currently blacklisted by the Procuring Agency.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) The firm agrees to all terms and conditions as mentioned in the bidding documents.
- (v) The firm will supply brand-new goods which conform to the given specifications and will be responsible for replacing any defective goods free of all charges including packing & freight charges.

*[Name of the Contractor/ Bidder/ Supplier]* undertakes to treat all information provided as confidential.  
*Signed by an authorized Officer of the company*

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

### 8.6. Performance Guarantee Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

**To,**

*[name and address of the Procuring Agency]*

**WHEREAS** (Name \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ Contractor/Supplier) \_\_\_\_\_ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE "PROVISION OF \_\_\_\_\_" procurement of the following:

1. *[Please insert details]*. (Here in after called "the Contract").

**AND WHEREAS** it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract; **AND WHEREAS** we have agreed to give the Contractor a Guarantee;

**THEREFORE WE** hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of \_\_\_\_\_ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, or \_\_\_\_\_ [insert number of days] after the rectification of the Defects, whichever is later.

**[NAME OF GUARANTOR]**

Signature \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ Seal \_\_\_\_\_

Date \_\_\_\_\_

**8.7. Technical Bid Form (As provided in Section III and IV)**

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

Sr. No.	Item Name	Parameters	Status		Documentary Evidence Attached		Brand Name & Catalogue Number	Quantity / Packing	Country of Origin
			Yes	No	Yes	No			
1	HCV Quantitative Test Kit Along With Extraction	<p>On IUs across all 6 genotypes of HCV. The limit of detection must be less than 10 IU/ml.</p> <p>Real time PCR or any other advance NAAT (Nucleic Acid Amplification Test) detection and quantification test kit, ready to use, complete kit with all disposables and consumables as per needs put forth by procuring agency i.e. essential reagents (set of RNA extraction and amplification reagents in correct proportionate quantity including internal controls and standards, disposable/single use sterile clinical / lab grade PCR Tubes, Filter Tips, 1.5ml Tubes, secondary tubes 3ml or 5ml as per recommendations of the manufacturer, Ethanol, Gloves etc.) should be provided.</p> <p>The number of tests counted in each kit shall be those which are performed for diagnosis exclusively, controls and any other measures consuming reagents shall not be counted in the number of tests. Furthermore, reagents/tests lost due to instrumentation error, including but not limited to errors/unsatisfactory performance caused by contamination issues, any precedented/ unprecedented technical errors, etc.</p>							

		<p>well but the number of tests compensated against kits lost to human/operator may not exceed 5% of total tests purchased by procuring agency.</p> <p>Machines/platforms for the usage of said kits will be provided by the supplier, along with installation and troubleshooting services as well as regular calibration, m</p> <p>The supplier will be responsible for initial training and refresher training of user staff in terms of machine usage as well as biosafety procedures and decontamination protocols as and when required. Technical Specifications for the above-mentioned accessories (items other than extraction and amplification kits) must be compatible with the offered kits and the machinery shall comply with technical specifications/samples provided by the procuring agency as well.</p>							
2	<p>HBV Quantitative Test Kit Along With Extraction</p>	<p>One Test (as applicable) = Extraction Kit (Auto or Manual with minimum 98% recovery) + Amplification Kit + Consumables + Controls + Calibration Standards capable of detecting HBV.</p> <p>IUs across all 6 genotypes of HBV limit of detection must be less than 10 IU/ml with a confidence interval of more than 95%. Kits must be for Invitro Human diagnostics (IVD) &amp; CE marked.</p> <p>Real time PCR or any other advance NAAT (Nucleic Acid Amplification Test) detection and quantification test kit, ready to use, complete kit with all disposables and consumables as per needs put forth by procuring agency i.e. essential reagents (set of RNA extraction and amplification reagents in correct proportionate quantity including internal controls and standards, disposable/single use sterile clinical / lab grade PCR Tubes, Filter Tips, 1.5ml Tubes, secondary</p>							

		<p>tubes 3ml or 5ml as per recommendations of the manufacturer, Ethanol, Gloves etc.) should be provided Free of Cost along with the kits.</p> <p>The number of tests counted in each kit shall be those which are performed for diagnosis exclusively, controls and any other measures consuming reagents shall not be counted in number of tests. Furthermore, reagents/tests lost due to instrumentation error, including but not limited to errors/unsatisfactory performance caused by contamination issues, precedented/unprecedented technical errors, installation shortcomings, and loss of power backup before the stipulated backup time shall be compensated in full to the procuring agency. Tests lost due to human/operator error shall be compensated as well but the number of tests compensated against kits lost to human/operator may not exceed 5% of total tests purchased by the procuring agency. Machines/platforms for the usage of said kits will be provided by the supplier, along with installation and troubleshooting services as well as regular calibration, m</p> <p>The supplier will be responsible for initial training and refresher training of user staff in terms of machine usage as well as biosafety procedures and decontamination protocols as and when required. Technical Specifications for the above-mentioned accessories (items other than extraction and amplification kits) must be compatible with the offered kits and the machinery shall comply with technical specifications/samples provided by the procuring agency as well.</p>							
--	--	--	--	--	--	--	--	--	--

Signature: -----

Designation: -----  
Date: -----  
Official Stamp: -----

CALMB

## 8.8. Contract Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *[name of Procuring Agency]* of *[country of Procuring Agency]* (hereinafter called “the Procuring Agency”) on the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) on the other part: WHEREAS the Procuring Agency invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring Agency’s Notification of Award.
  - (g) Contract Agreement
  - (h) Complete Bidding document
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

### 8.9. Financial Bid Form/Price Schedule

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

S.No	Name of Tender Item	Quoted Brand / Cat No.	Unit Price for Test (inclusive of all applicable taxes if any + delivery)	No. of Tests	Total Price	Discounts (if any)	Final Total Price (Inclusive of all taxes if any)
							G
A	B	C	D	E CxD	F	E-F	
1	HCV Quantitative Test Kit			1500			
2	HBV Quantitative Test Kit			500			

I) FINAL TOTAL PRICE: -----

II) ANY FURTHER DISCOUNT: -----

III) FINAL QUOTED PRICE (C=A-B): -----

(Note: Total Price, in Pak Rupees, shall be provided in figures as well as in words, Prices should be included with all applicable Government taxes)

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

## 8.10. Bid Security Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]*

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Procuring Agency]* (hereinafter called “the Procuring Agency”) in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
*[Signature of the bank]*

## Section IX- Check List

*[To be signed and stamped and presented on Bidder's letter head pad]*

The provision of this checklist is an essential prerequisite along with the submission of tenders (with technical proposals).

Sr. #	Detail	Responsive	Non-responsive
1	2% Bid Security of the estimated cost of goods, copy of bid security must be submitted with the technical proposal.		
2	Certificate of Incorporation of bidder's firm showing its location and the date of registration etc. along with the CNIC copy of CEO/owner.		
2	Active Registration with Income Tax Authorities (National Tax Number NTN)		
4	Copy of active Registration with Sales Tax Authorities (STRN)		
5	Affidavit(as per form) on non-judicial Stamp Paper of Rs. 100/- The firm is not currently blacklisted by the Procuring Agency. The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be blacklisted as per Rules /Laws. The Firm agrees to all terms and conditions as mentioned in the bidding documents. The bidder will supply brand-new goods which conform to the given specifications and will be responsible for replacing any defective goods free of all charges including packing & freight charges.		
6	Authorization Letter from Authorized Distributor / Manufacturer / Foreign Principals to the Bidder for participation in this Tender		
7	Technical Bid Form (as per form of Bidding documents) on letterhead of the firm duly signed and stamped.		
8	Financial Bid Form (as per form of Bidding documents) on letterhead of the firm, duly signed and stamped.		
9	Bid Security Form (as per form of Bidding documents) on letterhead of the firm, duly signed and stamped.		
10	Performance Guarantee Form (as per form of Bidding documents) on letterhead of the firm, duly signed and stamped.		
11	Bidder Profile & General Information Form (as per form of Bidding documents) on letterhead of the firm duly signed and stamped.		

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----