



# **Patients' Aid Foundation (PAF)**

**on premises at the Jinnah Postgraduate Medical Center (JPMC)**

**Karachi**

## **Bidding Documents**

**Provision of Supply, Installation and Commissioning of Equipment &**

**Venturi Valve with accessories for 6<sup>th</sup> Floor Surgical Complex at JPMC**

**Karachi.**

**For The Financial Year 2023-2024**

**Due on 22<sup>th</sup> June 2023 at 11:00 am**

**Issued By:**

Chairman Patients' Aid Foundation & Supervisory Committee, Surgical Complex, JPMC  
Cyberknife & Tomotherapy, Room 16, Jinnah Postgraduate Medical Center,  
Rafiqi Shaheed Road, Karachi – Pakistan 75510  
E-mail: chairman.paf@pafjpmc.org  
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**Patients' Aid Foundation**  
**Jinnah Postgraduate Medical Centre, Karachi**  
**Government of Sindh**

**SUPPLY, INSTALLATION & COMMISSIONING OF EQUIPMENT & CIVIL WORK FOR  
6<sup>TH</sup> FLOOR SURGICAL COMPLEX  
AT JINNAH POSTGRADUATE MEDICAL CENTRE-KARACHI**

1. The Office of the Chairman Patients' Aid Foundation & Supervisory Committee, Surgical Complex, JPMC, Karachi invites sealed tenders as per following details during financial year 2023 – 2024. The local/International manufacturer having local agent / sole distributor with established credentials in terms of technical, financial and managerial capabilities are eligible to participate.

S.No	Tender details	Tender Fee	Tender due date
i.	Local Surgical Instruments for 10 OTs	Rs. 2,000/-	22 <sup>nd</sup> July 2023
ii.	Civil, Electrical,HVAC work & BMS System for Laminar flow	Rs. 5,000/-	22 <sup>nd</sup> July 2023
iii.	Imaging Plates (14 x 17) compatible with Agfa CR System	Rs. 2,000/-	22 <sup>nd</sup> July 2023
iv.	Venturi Valve with accessories for Laminar Flow	Rs. 2,000/-	22 <sup>nd</sup> July 2023
v.	Vinyl for corridor wall & Recovery Room	Rs. 2,000/-	22 <sup>nd</sup> July 2023

2. Interested bidders may obtain Tender Documents from the office of the Secretary Supervisory Committee, Surgical Complex, (Address: Room no 16 Cyberknife & Tomotherapy Building, Jinnah Postgraduate Medical Center, Rafiqui Shaheed Road, Karachi – Pakistan 75510) on payment of non-refundable fee in the form of Pay Order/CDR/Demand Draft in the name of “Patients' Aid Foundation” during office hours on or before **21<sup>st</sup> July 2023**.
3. Tender documents can also be downloaded from the website of Patients Aid Foundation /JPMC.
4. Bidders are required to submit their written application for issuance of tender documents along with copy of CNIC, NTN & GST certificate.
5. Single stage / two envelopes bidding procedure shall be adopted. The envelope shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” (sealed) in bold and legible letters. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
6. The bidder shall ensure that their tenders are complete in all respects. The bidder should submit tender document till **22<sup>nd</sup> July 2023 at 11:00 am** as per schedule at Secretary Supervisory Committee, Surgical Complex (Address: Room no 16 Cyberknife & Tomotherapy Building, Jinnah Postgraduate Medical Center, Rafiqui Shaheed Road, Karachi – Pakistan 75510). Technical proposal will be opened on the same day at **11:30 am** in the Lecture Hall 2<sup>nd</sup> Floor Department of Radiology JPMC, Karachi. The incomplete tenders and tenders received after the closing date and time will not be considered.
7. In case the date of opening or last date of submission is declared as public holiday by the Government or non-working day due to any reason, the next official working day shall deemed to be the date of submission and opening of bids. The time and venue will remain the same.
8. Original bid security / earnest money 2% of total cost in the form of Pay Order/CDR/Demand Draft in favor of “Patients' Aid Foundation” should be attached with the financial bid and photocopy of the same without showing the value attached with the technical bid as demanded in the bidding documents.
9. The undersigned / tenderer reserve the rights to reject any or all the tenders without assigning any reason thereof.

Chairman Patient' Aid Foundation & Supervisory Committee, Surgical Complex, JPMC  
Cyberknife & Tomotherapy, Room 16, Jinnah Postgraduate Medical Center,  
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## **Instructions to Bidders (ITB)**

### **INTRODUCTION**

Surgical & OPD complex of JPMC was an ECNEC approved project of Federal Government (Worth USD 60.000 million). The then PM Shoukat Aziz did its ground breaking in March 2007 at Governor House Karachi. It was announced that project will be completed in three years because of the poor condition of existing surgical block which had been declared unfit for use by Pak PWD in 2006. But till 2014, funds were not released and patients kept on suffering. Therefore, the then Executive Director Prof. Tasnim Ahsan requested PAF to arrange funds for this mega project.

Since NESPAK had already designed the project in consultation with a US based architect Cathryn Bang and partners so PAF requested the NESPAK for value engineering and agreed at a target of USD 35.000 million instead of USD 60.000 million for a nine story building having 550 beds, 18 Operation theaters and an OPD complex for 4000 patients daily.

PAF also agreed to arrange USD 21.000 million for building and USD 3.000 million for equipment. Government of Sindh pledged funding for equipment costing USD 11.000 million.

### **1. SOURCE OF FUND**

- 1.1. The Government of Sindh has committed to provide funding Patients' Aid Foundation, Jinnah Postgraduate Medical Center-Karachi during the financial year 2022-2023, to equip the Surgical Complex of JPMC, Karachi. A Project of PAF & funded by Government of Sindh.

### **2. ELIGIBLE BIDDERS**

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

### **3. ELIGIBLE GOODS**

- 3.1 In the case of Goods offered from outside the Pakistan, Certified ISO, CE , FDA and respective quality certified products as required in the bidding document shall be considered as eligible goods by the bidder;
- 3.2 Goods should be packed and transported in a material that meets international standards;
- 3.3 Goods should meet required specification in the bidding document.

## THE BIDDING PROCEDURE

### 4. SINGLE STAGE – TWO ENVELOPES BIDDING PROCEDURE

- 4.1 Single stage - two envelopes bidding procedure will be applied.
- 4.2 The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the technical proposal and the financial proposal;
- 4.3 The envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion;
- 4.4 Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened; **for technical bid each vendor is requested to fill up the Performa of technical specification with the desired information in the last column with verifiable references form the data sheets / technical brochures. Please fill up on the same MS Word format as per desired information saying YES/NO and if needed give proper pagination, paragraph & line description for easy assessment by technical committee.**
- 4.5 The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the Patients’ Aid Foundation without being opened.
- 4.6 Patients’ Aid Foundation shall evaluate the technical proposal, without reference to the financial proposal and reject any proposal which does not conform to the specified requirements.
- 4.7 The financial proposal of bids shall be opened in the presence of bidders qualifying in technical evaluation at time, date and venue to be announced / communicated in advance by e-mail.
- 4.8 Financial proposal of the bids failing to qualify in the technical evaluation will be returned to the bidders unopened.
- 4.9 The bidder quoting the lowest price and qualifying as per technical evaluation criteria mentioned in the bidding document shall be declared Successful.

## THE BIDDING DOCUMENTS

### 5. CONTENTS OF BIDDING DOCUMENTS

- 5.1 The Bidding Documents:  
In addition to the Tender Notice, the bidding documents include:
  - i. Instructions to Bidders (ITB);
  - ii. General Conditions of Contract (GCC);
  - iii. Special Conditions of Contract (SCC);
  - iv. Schedule of Requirements;
  - v. Technical Specifications;
  - vi. Contract Form;
  - vii. Bid Form;
  - viii. Price Schedule;

- ix. Integrity Pact
- 5.2 In case of discrepancies between the Tender Notice and the Bidding Documents listed in 5.1 above, the Bidding Documents shall take precedence.
- 5.3 The bidders are expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish complete information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents may result in rejection.

## 6. AMENDMENT OF BIDDING DOCUMENTS

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

## **PREPARATION OF BIDS**

### 7. LANGUAGE OF BID

#### 7.1 Preparation of Bids

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and Patients' Aid Foundation shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case for purposes of interpretation of the Bid, the translated version shall prevail.

### 8. DOCUMENTS COMPRISING THE BID

#### 8.1 The bid prepared by the Bidder shall comprise the following:

- i. Bid Form and Price Schedule (to be submitted along with financial proposal);
- ii. Documentary evidence to the effect that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- iii. Documentary evidence to the effect that the goods to be supplied by the Bidder are eligible goods as defined in clause-3 and conform to the bidding documents; and
- iv. Photo copy of Bid Security with hidden amount.

### 9. BID PRICES

- 9.1 The Bidder shall indicate in the Price Schedule, the unit prices and total bid price of the goods it proposes to supply under the Contract.
- 9.2 Prices indicated on the Price Schedule shall be on CIF basis except local items.

- 9.3 Price Schedule is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed.
- 9.4 The Bidder should quote the price(s) of goods according to the technical specifications as provided in the Technical Specifications. The specifications of goods inferior from the ones required by the Patients' Aid Foundation shall straightway be rejected.
- 9.5 The Bidder is required to offer competitive price(s). All price(s) must include the project management, drawing, transportation, loading/unloading/ installation/ commissioning/ up-to satisfaction of end user.

## 10. BID CURRENCIES

- 10.1 Prices shall be quoted in respective foreign currency for goods offered.

## 11. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY

- 11.1 The Bidder shall furnish along with technical proposal, as part of its bid, documents establishing eligibility and conformity of the goods which it proposes to supply under the Contract.
- 11.2 Submission of documents of Goods offered as under:
  - i. Original Brochure
  - ii. Technical Datasheet/ specifications
  - iii. ISO, CE, FDA, 510(k) or whichever certification is required
  - iv. Customer List (Local & International)
- 11.3 No technical proposal / bid will be considered in the absence of mandatory document(s) or sample(s) as per ITB 12.2. The offer will be rejected / ignored for further evaluation in such absence.

## 12. BID SECURITY

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

## Conditions of Contract.

### 13. BID VALIDITY

- 13.1 Bids shall remain valid for a period of 120 days. A bid valid for a shorter period shall be treated as non-responsive
- 13.2 Patients' Aid Foundation shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period. However, for any reasons to be recorded in writing, if any extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period.

### **SUBMISSION OF BIDS**

### 14. SEALING AND MARKING OF BIDS

- 14.1 The envelopes shall be marked separately as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion. The Bidder shall seal the proposals/bids in separate envelopes and put them in a relatively bigger envelope to be sealed.
- 14.2 The inner and outer envelopes shall:
  - i) Be addressed to Patients' Aid Foundation at the address given in the Tender Notice (Invitation of Bids); and
  - ii) Bear the Project name indicated in the [Invitation for Bids (IFB)] title and number indicated, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Tender Notice.
- 14.3 The inner envelopes shall also indicate the name and address of the Bidder to enable Patients' Aid Foundation to return the bid unopened in case it is declared as "non-responsive" or "late" as the case may be.
- 14.4 If the outer and the inner envelopes are not sealed and marked as required, Patients' Aid Foundation will assume no responsibility for the bid's misplacement or premature opening.

### 15. DEADLINE FOR SUBMISSION OF BIDS

- 15.1 Bids must be submitted by the bidders and received by Patients' Aid Foundation at the specified address not later than the time and date specified in the Tender Notice.
- 15.2 Patients' Aid Foundation may, at its convenience, extend this deadline for submission of bids by amending the bidding documents in which case all rights and obligations of Patients' Aid Foundation and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### 16. LATE BID

- 16.1 Any bid received by Patients' Aid Foundation after the deadline for submission of bids prescribed by Patients' Aid Foundation shall not be entertained and returned unopened to the bidder.

## 17. WITHDRAWAL OF BIDS

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

## **OPENING AND EVALUATION OF BIDS**

### 18. OPENING OF BIDS BY PATIENTS' AID FOUNDATION

- 18.1 The Procuring Agency will initially open only the envelopes marked "TECHNICAL PROPOSAL" in the presence of Bidders' or their representatives who choose to be present at the time of bid opening on the date, time and place specified in the Tender Notice. The bidders or their representatives who are present shall sign the Attendance Sheet evidencing their attendance. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Procuring Agency without being opened till the completion of the evaluation process.
- 18.2 The bidders' names, item(s) for which they quoted their rate(s) and such other details as Patients' Aid Foundation may consider appropriate, will be announced at the time of opening of technical proposals. However, at the time of opening of Financial Proposals on a pre-indicated date, time and venue, the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as Patients' Aid Foundation, may consider appropriate, will be announced.
- 18.3 Any financial bid found without the prescribed bid security (earnest money) shall be straightaway rejected even if it qualified in the process of technical evaluation.
- 18.4 Patients' Aid Foundation will prepare minutes of the technical and financial bids opening meetings and will get these minutes signed by the Chairman and members of the Supervisory Committee constituted by Health Department Government of Sindh vide reference no: NO.SO(B)1-45/ (PAF-JPMC)2020-21.

### 19. CLARIFICATION OF BIDS

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

### 20. PRELIMINARY EXAMINATION

- 20.1 Patients' Aid Foundation will examine the bids to determine whether they are complete; whether any computational errors have been made; whether the required sureties have been furnished; whether the documents have been properly signed and linked, and whether the bids are generally in order.
- 20.2 Arithmetical errors in a financial bid will be rectified in the following manner:
  - i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.



- ii) If there is a discrepancy between words and figures, the amount in words will prevail.
  - iii) If the Bidder/Supplier does not accept the correction of the errors, its bid will be rejected.
- 20.3 The Project & Procurement Committee may waive any minor infirmity, non-conformity, or discrepancy in a bid if in their view, it does not constitute some material deviation, provided that such waiver does not prejudice or affect the relative ranking of any Bidder.
- 20.4 If a bid is found substantially non-responsive, it will be rejected by Patients' Aid Foundation. It cannot subsequently be made responsive by the Bidder by correction of the nonconformity / discrepancy.

## 21. EVALUATION & COMPARISON OF BIDS

- 21.1 Patients' Aid Foundation will evaluate and compare the bids, which have been determined to be substantially responsive.
- 21.2 The technical proposals/bids will be evaluated on the basis of Technical Specification / rule, previous supply experience, financial soundness working period / backup service with part-without part and such other details as Patients' Aid Foundation may consider appropriate for making a sound judgment. However, the financial proposal will be evaluated on the basis of price and bid Security, being major factor, without ignoring the other relevant conditions as well.

## 22. EVALUATION CRITERIA

### 22.1 Technical Proposals

#### **DOCUMENTS** **CHECKLIST**

Please review the following list of **MANDATORY DOCUMENTS** to be enclosed with the Technical Proposal.

<b>S.No.</b>	<b>Document Description</b>	<b>Yes / No</b>	<b>Page No.</b>
1.	Tender Purchase Receipt (Original) / Tender Fee Pay Order		
2.	Bid Security [Copy with value hidden in Technical Proposal; Original in Financial Proposal]		
3.	Bidding Documents issued by Patients' Aid Foundation [Duly filled, Signed & Stamped by Bidder]		
4.	Item-wise/ Feature – wise product compliance/ deviation sheet/ statement on Bidder's Letterhead. [Duly filled, Signed & Stamped by Bidder]		
5.	Technical Proposal on bidder's letterhead [Duly filled, Signed & Stamped by Bidder]		
6.	Undertaking [as per attached Sample]		
7.	Certificates [as per attached Sample ]		
8.	Income Tax & GST Registration Certificate with Active tax payer status on FBR.		
9.	Valid Professional Tax Certificate (Sindh)		
10.	DRAP Registration/License [For medical devices/equipment]		
11.	Income Tax Return (last 3 years)		
12.	Audited Financial Statement (last year)		
13.	Manufacturer's Authorization to Bidder		
14.	Brochure or Catalogue (Original) [Submission in form of photocopy, photographs or word document is not acceptable]		
15.	Technical Data Sheet		
16.	Quality Certificates such as ISO, CE, FDA and Origin etc. [Required certification mentioned in tender specification of each item]		

b) Merit System:

The following merit system for weighing evaluation factors/criteria will be applied for evaluation of technical proposal.

**BIDDER EVALUATION CRITERIA**

To be applicable: From item No: \_\_\_\_

to Item No: \_\_\_\_\_

<b>S. No.</b>	<b>Parameter</b>	<b>Max Points</b>	<b>Points</b>
<b>1</b>	<b>Conformity to the Technical Specifications</b>	<b>40</b>	
	a) Fully compliant with the required specifications	40	
	b) Compliant with minor deviation $\leq 10\%$ from the required specifications subject to main function is not affected	30	
	c) Major deviation(s) from Tender Specifications 4 minor deviations (affecting function $\geq 10\%$ ) will be considered as a major deviation	0	
<b>2</b>	<b>Original Equipment Manufacturer (OEM) or Brand Quoted</b>	<b>10</b>	
	a) Experience of manufacturer on quoted goods $\geq 10$ years $\geq 5$ years and $< 10$ years $\geq 2$ years and $< 05$ years $< 1$ year *Manufacturer's Declaration on its letterhead with proper factory address, phone, email address and website link must be mentioned.	3 2 1 0	
	c) Quality certification: ISO 9001	1	
	d) Quality certification: CE / MDD/ MHLW JIS	3	
	e) Quality certification: US FDA / FDA 510(k)	3	
<b>3</b>	<b>Performance &amp; Experience of Bidder</b>	<b>05</b>	
	a) Quality management System certification. i.e. ISO 9001 etc	1	
	b) Bank Account Maintenance Certificate Accumulative annual transaction of $\geq 300$ million Pak Rupees or; Accumulative annual transaction of $\geq 200$ million Pak Rupees or; Accumulative annual transaction of $\geq 100$ million Pak Rupees or; Accumulative annual transaction of $< 100$ million Pak Rupees	4 3 2 0	
<b>4</b>	<b>Bidder's prior experience for supplying the Medical Equipment / Instruments/Venturi Valve with accessories for laminar flow to the Public / Private Sector Universities / Government / Semi-Government Organization (Provincial / Federal / Local) in Pakistan during last 3 years</b> Documentary evidence in shape of Purchase Order / Contract Award and Installation Report / Satisfactory performance report / certificate must be attached.	<b>20</b>	
	a) Single Purchase Order / Contract Award valuing PRs. 15.000 million or above. (05 marks for each PO / Contract Award – Maximum 10 Marks)	10	

	b) Single Purchase Order / Contract Award valuing PRs. 10.000 million or above. (03 marks for each PO / Contract Award – Maximum 06 Marks)	06	
	c) Single Purchase Order / Contract Award valuing PRs. 5.000 million or above. (02 marks for each PO / Contract Award – Maximum 04 Marks)	04	
<b>5</b>	<b>After Sales Services Capability of Bidder in Karachi.</b>	<b>15</b>	
5(i)	<b>Technical Staff</b>		
	a) Diploma of Associate Engineer (DAE) in relevant field (Electronics / Biomedical) (1 mark for each)	02	
	b) Graduate Engineer in relevant field (Electronics / Biomedical) (2 marks for each)	04	
	c) Foreign Trained Engineer on quoted Product having the valid registration with Pakistan Engineering Council – Foreign Training Certificate must be attached (02 mark for each)	04	
5(ii)	<b>Workshop facility Testing / Calibration of Equipment</b> Availability of Workshop in Karachi with covered area of $\geq 200$ sqft, list of testing and calibration tools, detail of spare parts availability in stock. Service address must be attached with Google pin (for any surprise visit of procurement committee/nominee)	05	
<b>6</b>	<b>Quoted Brand's Performance</b>	<b>10</b>	
	a) References of OEM brand / model		
	(i) Government / Semi-Government Teaching Hospital / Institute (1 mark for each)	05	
	(ii) International Hospital / Institute (1 mark for each)	05	
	<b>Total Points</b>	<b>100</b>	

Bidders achieving minimum 75 marks will be considered only.

## 22.2 Financial Proposals:

- a) After technical evaluation is completed, Patients' Aid Foundation shall inform the disqualified bidders that their bid has been found non-responsive and that their financial proposal will be returned unopened after completing the process. Patients' Aid Foundation shall simultaneously inform in writing the qualified bidders date, time and place for opening the financial proposals. Bidder's attendance at the opening of financial proposal is optional.
- b) Financial proposals shall be opened publicly in the presence of the bidders or their representatives who choose to be present. Total prices quoted by each the financial proposal shall also be announced and recorded.

## 23. CONTACTING Patients' Aid Foundation

- 23.1 No bidder shall contact Patients' Aid Foundation on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If any bidder wishes to bring additional information to the notice of Patients' Aid Foundation, it may do so in

writing.

- 23.2 Any direct or indirect effort by a bidding firm to influence Patients' Aid Foundation during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in Patients' Aid Foundation future tenders.

#### 24. REJECTION OF BIDS

- 24.1 Notwithstanding anything stated here-before after Patients' Aid Foundation may reject any or all bids at any time prior to the acceptance of a bid. Patients' Aid Foundation may upon request communicate to a bidder (subjected to decision of procurement committee), regarding grounds for its rejection, but shall not be under obligation to justify those grounds.

#### 25. RE-BIDDING

- 25.1 If Patients' Aid Foundation has rejected all bids, it may move for a re-bidding or may seek any alternative method of procurement.

#### 26. ANNOUNCEMENT OF EVALUATION REPORT

- 26.1 Patients' Aid Foundation will announce the Evaluation Report and the resultant acceptance or rejection of bids at least 3 days prior to the award of procurement contract.

### **AWARD OF CONTRACT**

#### 27. ACCEPTANCE OF BID AND AWARD CRITERIA

- 27.1 The bidder with lowest evaluated bid under clause 22, if not in conflict with any other law, rules, regulations or policy of the Government, will be awarded the contract within the original or extended period of bid validity.

#### 28. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES

- 28.1 Patients' Aid Foundation reserves the right to increase or decrease the quantity of stores originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

#### 29. LIMITATIONS ON NEGOTIATIONS

- 29.1 Negotiations only for delivery schedule or completion schedules will be conducted.
- 29.2 Negotiations will not be used to change substantially:
- i) The technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods;
  - ii) The terms and conditions of the Contract and;
  - iii) Anything affecting the crucial or deciding factors in the evaluation of the proposals / tenders and / or selection of successful bidder.

### 30. NOTIFICATION OF AWARD

- 30.1 Prior to the expiry of the original or extended period of bid validity, the successful bidder will be informed in writing of acceptance of its bid by Patients' Aid Foundation

### 31. SIGNING OF CONTRACT

- 31.1 While conveying acceptance of bid to the successful bidder, Patients' Aid Foundation will send him / her Contract Form provided in the bidding documents, incorporating all points of agreement between the Parties.
- 31.2 Five days after the official announcement of the award, both the successful Bidder and Patients' Aid Foundation will sign and date the Contract on legal stamp paper valuing 0.35% of the value of contract (cost shall be borne by the bidder). In case the successful Bidder, after completion of all codal formalities, shows inability to sign the Contract, its Bid Security / Earnest Money shall be forfeited. The firm may also be blacklisted from taking part in any future bidding of Procuring Agency for a period up to five years. In such a situation, Patients' Aid Foundation may make the award to the next lowest evaluated bidder or move for re-tender.

### 32. PERFORMANCE GUARANTEE SECURITY

- 32.1 One day before the date of signing of the Contract, the successful Bidder shall furnish 5% Performance Guarantee/Security in line with the Performance Guarantee/Security Form provided with the bidding documents. Upon submission of Performance Guarantee the Bid Security (Earnest Money) will be returned to the Bidder
- 32.2 Failure of the successful Bidder to comply with any of the requirements specified in this document shall be considered as sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event Patients' Aid Foundation may make the award to the next lowest evaluated Bidder at the risk and cost of the former.

### 33. CORRUPT OR FRAUDULENT PRACTICES

- 33.1 The Procuring Agency and the Bidders / Manufacturers / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, the relevant terms / phrases as may apply are defined below:
- i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of Members 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 Patients' Aid Foundation, 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 Patients' Aid Foundation of the benefits of free and open competition;
- 33.2 Patients' Aid Foundation will take all possible administrative / legal measures if it is found that the Bidder recommended for award was / is engaged in corrupt or fraudulent practice(s) before or after signing of the contract resulting into the conviction of the proprietor under criminal case besides blacklisting of the firm either indefinitely or for

such period of time as may be determined by Patients' Aid Foundation

- 33.3 Will declare a firm ineligible, either indefinitely or for a stated period of time, for the award of a Contract if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a Contract.

### **General Conditions of Contract (GCC)**

#### **1. DEFINITIONS**

1.1. In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between Patients' Aid Foundation and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
- c) "The Goods" means Machinery/Equipment and Accessories which the Supplier is required to supply to Patients' Aid Foundation under the Contract.
- d) "The Services" means those services ancillary to the supply of the above goods, such as project management, drawing, and packing, transportation of goods up to the desired destinations 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) "Patients' Aid Foundation" means the Chairman Patient' Aid Foundation & Supervisory Committee, Surgical Complex, , Secretary Office, Room No 16 Cyberknife & Tomotherapy building, Jinnah Postgraduate Medical Centre, Karachi – 75510, Pakistan.
- h) "The Supplier" means the individual or firm supplying the goods under this Contract.
- i) "Day" means official working day excluding national holidays.

#### **2. APPLICATION**

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

#### **3. STANDARDS**

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

#### **4. USE OF CONTRACT DOCUMENTS AND INFORMATION**

4.1 The Supplier shall not without the Procuring Agency'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 Patients' Aid Foundation in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to such employed person shall be made in confidence and shall extend only, as far as may be' necessary, to such performance and not further or otherwise.

- 4.2 Any document, other than the Contract itself, shall remain the property of Patients' Aid Foundation and shall be returned (all copies) on completion of the Supplier's performance under the Contract.
- 4.3 The Supplier shall permit Patients' Aid Foundation to inspect the Supplier's accounts and records relating to the performance of the Supplies.

## 5. PATENT RIGHTS

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

## 6. ENSURING STORAGE ARRANGEMENTS

- 6.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform Patients' Aid Foundation at least four weeks prior to the arrival of the consignments at its store/warehouse. However, in case no space is available at its store/warehouse of PAF/JPMC at the time of supply. Holding of equipment in a safe container at parking area of Surgical Complex will be responsibility of the Vendor.

## 7. INSPECTIONS

- 7.1 Patients' Aid Foundation or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the Contract specifications.
- 7.2 Patients' Aid Foundation reserves the right to have third party inspection, test and, where necessary, reject the goods upon arrival at Procuring Agency's destinations.

## 8. DELIVERY AND DOCUMENTS

- 8.1 The Supplier shall in accordance with the terms specified in the Schedule of Requirements make delivery of the goods. Details of documents to be furnished by the Supplier are specified in SCC.

## 9. TRANSPORTATION

- 9.1 The Supplier shall arrange such transportation of the goods at respective Floor of Surgical Complex whatever safe mode is needed to prevent them from damage or deterioration during transit to their final destination as indicated in the Schedule of Requirements.

## 10. INCIDENTAL SERVICES

- 10.1 The Supplier will be required to provide to the Procuring Agency incidental services the cost of which should be included in the total bid price.



## 11. WARRANTY

- 11.1 Warranty mean the period of 3 years from the date on which the Stores have been put into operation and demonstrated to the Hospital staff. In any case this period shall not exceed 2½ years from the date of taking-over certificate.
- 11.2 During the period of warranty, the Contractor shall remedy, at his / her expense, all defects in design, materials, and workmanship that may develop or are revealed under normal use of the goods.
- 11.3 The contractor shall provide guarantee for spare parts for at least 10 years (where applicable).
- 12.4 Patients' Aid Foundation shall promptly notify the Supplier in writing of any claims arising out of this warranty.

## 12. PAYMENT

- 12.1 The method and conditions of payment to be made to the Supplier under this Contract are specified in SCC.

## 13. ASSIGNMENT

- 13.1 The Supplier shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with Patients' Aid Foundation prior written consent.

## 14. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

## 15. TERMINATION FOR DEFAULT

- 15.1 Patients' Aid Foundation may, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Supplier, terminate this Contract in whole or in part if:
  - a) The Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by Patients' Aid Foundation
  - b) The Supplier fails to perform any other obligation(s) under the Contract to the satisfaction

of Patients' Aid Foundation; and

- c) The Supplier, in the judgment of Patients' Aid Foundation, has engaged itself in corrupt or fraudulent practices before or after executing the Contract.

## 16. FORCE MAJEURE

16.1 The Supplier shall not be liable for forfeiture of its Performance Guaranty/ Bid Security, or termination / blacklisting for default if and to the extent that this delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this Clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mal-planning, mismanagement and /or lack of foresight to handle the situation. Such events may include but are not restricted to acts of Patients' Aid Foundation in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify Patients' Aid Foundation in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee, constituted for redressing grievances, will examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and will submit its recommendations to the competent authority. However, unless otherwise directed by Patients' Aid Foundation in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable' alternative means for performance not prevented by the Force Majeure event.

## 17. TERMINATION FOR INSOLVENCY

17.1 Patients' Aid Foundation may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In that event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right or remedy which has accrued or will accrue thereafter to the Parties.

## 18. ARBITRATION AND RESOLUTION OF DISPUTES

- 18.1 Patients' Aid Foundation and the Supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 18.2 If, after thirty (30) days from the commencement of such informal negotiations, the Patients' Aid Foundation and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
- 18.3 In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration, the National Centre for Dispute Resolution and an Arbitrator assigned by the Centre &/or his nominee shall act as a sole arbitrator. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties unless appealed in the High Court of Sindh.

## 19. GOVERNING LANGUAGE

19.1 The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

## 20. APPLICABLE LAW

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

### **Special Conditions of Contract (SCC)**

## 21. DEFINITIONS (GCC CLAUSE 1)

GCC 1.1 (g) The Procuring Agency &/OR the Patients Aid Foundation is Chairman Patient' Aid Foundation & Supervisory Committee, Surgical Complex, Room no 16, Cyberknife & Tomotherapy, Jinnah Postgraduate Medical Center, Rafiqui Shaheed Road, Karachi – Pakistan 75510

GCC 1.1 (h) The Supplier is: \_\_\_\_\_

\_\_\_\_\_

(Name and address of the successful bidder)

## 22. BID SECURITY (ITB CLAUSE 12)

ITB 12.1 The Bidder shall furnish, as part of its financial proposal/bid, refundable Valid Bid Security/Earnest Money in Pak Rupees @ 2% fixed In the shape of Bank Draft / Pay Order / Call Deposit / Bank Guarantee in the name of the Chairman Patient' Aid Foundation & Supervisory Committee, Surgical Complex, JPMC, Karachi. The financial bid found deficient of the Bid Security will be rejected. No personal cheque in lieu thereof will be acceptable at any cost. The previous Bid Security, if any, will not be considered or carried forward. However, the Bid Security of the successful Bidder will be returned upon submission of Performance Guarantee equal to 5% of the Contract amount that will remain with the **Chairman Patient' Aid Foundation & Supervisory Committee, Surgical Complex**, Room no 16, Cyberknife & Tomotherapy, Jinnah Postgraduate Medical Center, Rafiqui Shaheed Road, Karachi – Pakistan till satisfactory completion of the Contract period. In case of unsuccessful bidders, the Bid Security will be returned as soon as possible.

## 23. PERFORMANCE GUARANTEE/SECURITY (ITB CLAUSE 32)

ITB Clause 32.1 After signing of Contract, the successful Bidder shall furnish the Performance Guarantee/Security on legal stamp paper equivalent to 5% of the total Contract amount from any of the scheduled banks. The Performance Guarantee/Security Form is provided in the bidding documents. Upon submission of Performance Guarantee the Bid Security would be returned to the Bidder.

## 24. INSPECTIONS AND TESTS (GCC CLAUSE 7)

GCC 7.1 & 7.2 The goods received in the premises of JPMC from the Supplier will be thoroughly inspected and examine by a Committee to make sure that the goods received conform to the specifications laid down in the tender documents and which have been approved by the Procurement.

---

Committee for procurement. The Procurements Committee reserve the right for third party inspection for the quality of Modular Operation Theatre or any other equipment. Any deficiency pointed out by the Committee shall have to be rectified by the Supplier free of cost.

## 25. DELIVERY AND DOCUMENTS (GCC CLAUSE 8)

GCC Clause 8.1 For Goods from outside Patients' Aid Foundation country:

The Bidder shall provide the following documents at the time of delivery of goods to the Store / Warehouse of the Patients' Aid Foundation Jinnah Postgraduate Medical Center, for verification duly completed in all respects:

- i) Manufacturer's detailed packing list.

## 26. WARRANTY (GCC CLAUSE 11)

GCC 12.1 The goods shall be accompanied by manufacturer standard warranty / guarantee or 3 years, whichever is more.

GCC 12.2 Patients' Aid Foundation shall promptly notify the Bidder in writing of any claims arising out of this warranty.

## 27. PAYMENT (GCC CLAUSE 12)

GCC 13.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

- a) Payment shall be made through letter of credit at sight for the purchase order based on CPT/CFR basis
- b) Payment shall be made after delivery of goods for the purchase order based on DDP basis

## 28. PENALTIES/ LIQUIDATED DAMAGES (GCC CLAUSE 14)

GCC 14.1 In case deliveries are not completed within the time frame specified in the schedule of requirements, a Show Cause Notice will be served on the Supplier which will be following by cancellation of the Contract to the extent of non-delivered portion of installments. No supplies will be accepted and the amount of Performance Guarantee / Security to the extent of non-delivered portion of supplies of relevant installments will be forfeited. If the firm fails to supply the whole installments, the entire amount of Performance Guarantee/Security will be forfeited to the Patients' Aid Foundation Account and the firm will be blacklisted

at least for two years for future participation in bids:

## 29. ARBITRATION AND RESOLUTION OF DISPUTES (GCC CLAUSE 18)

GCC 18.3 Dispute resolution mechanism to be applied shall be as follows:  
In case of any dispute concerning the interpretation and/or application of the Contract, it shall be settled through arbitration. The National Centre for Dispute Resolution & their Arbitrator assigned there-in &/or his nominee shall act as sole arbitrator. The decisions taken and/or award given by the arbitrator shall be final and binding on the Parties unless appealed in the High Court of Sindh at Karachi

## 30. GOVERNING LANGUAGE (GCC CLAUSE 19)

GCC 19.1 The language of this Contract shall be English.

## 31. APPLICABLE LAWS (GCC CLAUSE 20)

GCC 20.1 The Contract shall be governed by the Laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.

## 32. TRAININGS

Vendors should provide International service and Application (if applicable) training to biomedical Engineer for smooth and proper working of equipment for long time of machinery and local trainings for end user for satisfactory operation of equipment.

## 33. NOTICES

Procuring Agency's address for notice purposes:

Chairman Patients' Aid Foundation & Supervisory Committee, Surgical Complex, Cyberknife & Tomotherapy, Room 16, Jinnah Postgraduate Medical Center, Rafiqui Shaheed Road, Karachi – Pakistan 75510  
E-mail: [chairman.paf@pafjpmc.org](mailto:chairman.paf@pafjpmc.org)  
Cell: +92306-2727913

Supplier's address for notice purposes:

Bidder: \_\_\_\_\_

Contact Person & Designation: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

**Schedule Of Requirement (s) Venturi Valve for Laminar Flow for Operation Theatres**

Supply, installation and commissioning of Venturi Valve for Laminar Flow for Operation Theatres for the Financial Year 2023-2024

S. NO.	DESCRIPTION	QTY	UNIT	Model	Brand	Country of Origin	Delivery
1.	Venturi Valves for the Laminar flow of 6 <sup>th</sup> Floor Operation Theatre	18					

Bidder Authorized Signature: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact No: \_\_\_\_\_

**Bid Form**

Date:

To: [Name and address of Procuring Agency]

Dear Sir,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the goods specified in the said Bidding Documents for the sum of [Total Bid Amount], [Bid Amount in words] 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, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of 5% of the Contract Price for the due performance of the Contract, in the form prescribed by Patients' Aid Foundation.

We agree to the validity of this bid till 30<sup>th</sup> June 2024 from the date fixed for financial bid opening 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, this bid, together with the written acceptance thereof and notification of award, by Patients' Aid Foundation, shall constitute a binding Contract between us.

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

this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Signature  
(In the capacity of)

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

## Price Schedule

Supply, installation and commissioning of Venturi Valve with accessories for Laminar Flow for  
Operation Theatres for the Financial Year 2023-2024

S. NO.	DESCRIPTION	QTY	UNIT	Unit Price	Total Price
1.	Venturi Valves for the Laminar flow of 6 <sup>th</sup> Floor Operation Theatre	18			



[SAMPLE FORM: A]

**Undertaking**

WHEREAS [Bidder Name] hereby undertake against the Tender Enquiry No.\_\_\_\_ to abide by the following clauses.

- a) Whether our tender accepted for total, partial or enhanced quantity for all or any single item. I/We agreed to supply and accept the said item(s) at the rates for the supply of contracted quantity within the stipulated period shown in the contract.
- b) If placed order, Equipment/Machinery to be supplied will be original, brand new product / latest model and none of the part is refurbished, replace or old.
- c) We understand and confirm the refund of cost difference if the same goods is/was supplied at lower rates to any other Govt. /Semi Govt. institution in the province in the same fiscal year.
- d) If any of the information submitted in accordance to this tender Enquiry found incorrect, our contract may be cancelled at any stage on our cost and risk.

\_\_\_\_\_  
[Signature for and on behalf of Bidder]

\_\_\_\_\_  
[Date]

**Note:** This undertaking should be on a stamp paper of Rs. 100/- arranged by the Bidder. It should be enclosed inside the Technical Proposal by the Bidder.

[SAMPLE FORM: B]

Certificate

To

[Name & Address of Patients' Aid Foundation

WHEREAS [Bidder Name] hereby certify against the Tender Enquiry No. Abide by the following clauses.

- a) We guarantee to supply the stores exactly in accordance with the requirement specified in the tender documents.
- b) We guarantee **letter** that the supplied item(s) is original / brand new product.
- c) Our firm is not black listed in any **Government** Department.

Authorized Sign & Stamp

[Bidder Name]

**Note:** This certificate should be on the letterhead of the Bidder and should be signed by a person competent and having the power of attorney to bind the Bidder. It should be enclosed inside the Technical Proposal by the Bidder.

[SAMPLE FORM: C]

**Contract**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of Procuring Agency] of [country of Procuring agency] (hereinafter called “Patients’ Aid Foundation”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS Patients’ Aid Foundation 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”) as follows.

S. No.	Item Description	Model	Brand	Qty	Unit Price	Total Price
1	2	3	4	5	6	7

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) Patients’ Aid Foundation Notification of Award.
3. In consideration of the payments to be made by Patients’ Aid Foundation to the Supplier as hereinafter mentioned, the Supplier hereby covenants with Patients’ Aid Foundation to

provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. Patients' Aid Foundation hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Patients' Aid Foundation

**Supplier**

\_\_\_\_\_  
Authorized Signature & Official Stamp

\_\_\_\_\_  
Authorized Signature & Official Stamp

\_\_\_\_\_  
Patients' Aid Foundation

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact No.

\_\_\_\_\_  
Contact No.

**Witness**

**Witness**

\_\_\_\_\_  
Name, Sign & CNIC No

\_\_\_\_\_  
Name, Sign & CNIC No

[SAMPLE FORM: D]

**Performance Guarantee/Security Form**

To:

[Name & Address of Patients' Aid Foundation]

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

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

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

Therefore, we hereby unconditionally and irrevocably guarantee, on behalf of the Bidder, 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 Bidder to be in default under the Contract and without requiring Patients' Aid Foundation to initiate action against the Bidder and without cavil or argument any sum or sums within the limits of [**Amount of Guarantee**] as aforesaid. The amount stated in the demand made under this guarantee shall be conclusive proof of the amount payable by the Guarantor under this guarantee.

The obligations of the Guarantor under this guarantee shall be valid for one year after the completion of delivery of supplies by the Bidder to Patients' Aid Foundation of the full quantity of the goods for which this Guarantee is being given, and until all and any obligations and sums due have been paid in full.

---

[Signature and Seal of the Guarantors / Bank]

Address

Date

**Integrity Pact**

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

Contract Number: \_\_\_\_\_

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

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

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

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

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

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

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

### **Note**

1. All the above said instructions, terms and conditions in this bidding document must be read carefully for compliance; else the offer will be ignored.
2. In case of discrepancy between the unit price and total, the unit price shall prevail
3. Institute reserves the right to ask and verify any document from the participants related with Manufacturer / Importer of item, to assess the quality.
4. All the Bid documents should be submitted page wise, any missing of papers will not be responsible of procurement authority
5. The quantity of items will be increased or decreased subject to the release of funds
6. Shortfall of any document given under evaluation criteria shall render the Bidding firm ineligible for competition

Chairman Patients' Aid Foundation & Supervisory Committee, Surgical Complex,  
Cyberknife & Tomotherapy, Room 16, Jinnah Postgraduate Medical Center,  
Rafiqi Shaheed Road, Karachi – Pakistan 75510  
E-mail: [chairman.paf@pafjpmc.org](mailto:chairman.paf@pafjpmc.org)  
Cell: +92306-2727913

**TECHNICAL SPECIFICATIONS OF VENTURI VALVE WITH ACCESSORIES FOR  
LAMINAR FLOW FOR OPERATION THEATRES**

**VENTURI VALVE**

**Construction**

- 16 ga. spun aluminum valve body with continuous welded seam
- Composite Teflon® shaft bearings
- Spring grade stainless steel spring and PPS slider assembly
- Supply valves insulated with 3/8" (9.5 mm) flexible closed-cell polymer-based foam. Flame/smoke rating 25/50. Density is 1.5 lb/ft<sup>3</sup> (24.0 kg/m<sup>3</sup>)

**Operating Range**

- 32-122 °F (0-50 °C) ambient
- 10-90% non-condensing RH

**Performance**

- Pressure independent over a 0.3"-3.0" WC (74-747 Pa) drop across valve
- Volume control accurate to ±5% of airflow command signal
- No additional straight duct runs needed before or after valve
- Available in flows from 35-5000 CFM (59-8495 m<sup>3</sup>/hr)
- Response time to change in command signal:<1 Minute

**Interoperability**

BACnet® compliant on MS/TP LAN at up to 76.8 Kbps

Included with accessories complete in all respects.

---End of Document---