

STANDARD FORM OF BIDDING DOCUMENTS
FOR
PROCUREMENT OF GOODS (Ophthalmic Equipment)

Notified vide Notification No. KPPRA/M&E/SBDs/1-1/2015
Dated Peshawar the May 03, 2016

KHYBER PAKHTUNKHWA PUBLIC PROCUREMENT
REGULATORY AUTHORITY (KPPRA)

Procurement of Ophthalmic Equipment
for
Pakistan Institute of Community Ophthalmology (PICO)
Under
National Competitive Bidding (NCB)

November-December 2021

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**INSTRUCTION TO USER OF THIS
DOCUMENT**

INSTRUCTION TO USER OF THIS DOCEMENT

1. Methods of Procurement of Goods valuing more than Rs. 100,000/-

- 11 Open tendering shall be the default method of procurement of Goods valuing more than Rs. 100,000/- . However direct sourcing in case of emergency and other conditions laid as follows, can be the alternative method of procurement for Goods valuing more than Rs. 100,000/-

1.2 DIRECT CONTRACTING AND EMERGENCY PROCUREMENT

Under following circumstances deviation from the requirements of advertisement and response time under these rules is permissible:

- (a) in cases of emergency as provided in the National Disaster Management Act, 2010 (Act No. XXIV of 2010), subject to the condition,--
 - (i) that all such procurements along with its emergent nature has to be recorded by the Procuring Officer and approved by the technical head of the procuring entity under intimation to the Principal Accounting Officer, Secretary at Provincial or Deputy Commissioner at District level;
 - (ii) that these have to be immediately intimated to the Accountant General Office or District Accounts Office, as the case may be;
 - (iii) that quantities in all such procurements shall be limited to the assessed requirement of emergency only; and
 - (iv) that these shall be used only for procurements upto maximum for three months, which may be extended for such a period that Government may deem fit, depending on the nature of emergency;
- (b) The procurement of sensitive nature and related to National Security:

Provided that the direct sourcing of all such procurements shall be duly recorded; and
- (c) the direct sourcing to a government organization for provision of works, goods or services under a cost plus or fixed contract provided that the Public Sector Organization shall not involve a private sector enterprise as a partner or in the form of a joint venture or a sub-contractor. The government organizations shall be totally government owned and controlled or semi-autonomous and autonomous agencies under the administrative control of Federal Government or Provincial Government.

1.3. Alternate methods for procurement of goods.--- A procurement entity may use the following alternative methods for procurement of goods, namely:

- (a) procurement of goods upto Rs. 50,000/- may be undertaken by obtaining a single quotation through direct sourcing.
- (b) petty purchases between Rs. 50,000/- upto Rs. 100,000/- shall be procured through alternate method only if the following conditions are met, namely:

- (i) minimum of three quotations have been obtained:

Provided that if despite soliciting, less than three quotations are received it would be acceptable;

- (ii) request for quotation is sent to prospective bidders, simultaneously, with full contents and same information, which is duly acknowledged to be received;
- (iii) the closing time, date and address for submitting quotations has been clearly defined and adhered to;
- (iv) the object of the procurement has standard specifications;
- (v) in case, amount pertaining to applicable tax is not added in the quotation, comparison of price is made after adding amount of applicable tax; and
- (vi) during comparison, each item should be compared to the corresponding respective specification and bid evaluated to the corresponding total cost of the bid;

- (c) a procurement entity shall only engage in alternate method if the following conditions exist, namely:

- (i) repeat orders within a period of six months:

Provided that it does not exceed fifteen percent of the original contract value;

- (ii) in case of procurement through government organizations, in accordance with provisions of [rule-3\(2\)\(c\)](#) of these rules;
- (iii) where the procurement concerns the acquisition of spare parts or supplementary services from original manufacturer or supplier or sole distributor:

Provided that the same are not available from alternative sources;

- (iv) where the same goods are not available from alternative sources or only one contractor, manufacturer or supplier exists for the required procurement;
- (v) where a change of contractor or supplier would ensue the procuring entity to acquire material having different technical specifications or characteristics and would result in incompatibility or disproportionate

technical difficulties in operation and maintenance, this shall be done with proper justification and recording of such reasons, provided that the contract or contracts do not exceed three years in duration;

- (vi) where the price of goods is fixed by Government;
- (vii) where the motor vehicles or machinery is purchased from local original manufacturers or their authorized agents at manufacturer's price including transportation charges and other applicable taxes; and
- (viii) in case of emergency as defined in these rules and procurement specified under sub-rule 3(2)(a) and 3(2)(b):

Provided that the procurement entity shall specify appropriate forums vested with necessary authority to declare an emergency;

1.4 NEGOTIATED TENDERING

A procuring entity may engage in negotiated tendering with one or more suppliers or contractors with or without prior publication of a procurement notification. This procedure shall only be used when,-

- i. the supplies involved are manufactured purely for the purpose of supporting a specific piece of research or an experiment, a study or a particular development;
- ii. for technical or artistic reasons, or for reasons connected with protection of exclusive rights or intellectual property, the supplies may be manufactured or delivered only by a particular supplier;
- iii. for reasons of extreme urgency brought about by events unforeseeable by the procuring entity, the time limits laid down for open and limited bidding methods cannot be met. The circumstances invoked to justify extreme urgency must not be attributable to the procuring entity: Provided that any procuring entity desirous of using negotiated tendering as a method of procurement shall ensure that price negotiated is either equal to or less than the previous rate of the same item procured through open bid, and the report must record its reasons and justifications in writing for resorting to negotiated tendering and shall place the same on record or procuring entity may contract the previous supplier for supply at the previous agreed rate; thereby placing the order with modification/extension to the Contract.

1.5. OPEN TENDERING THROUGH ADVERTISING ON THE WEBSITE

- 1) Purchases upto Rs. 2.5 million, shall be posted on the procuring entity's website or PPRA's or both. These procurement opportunities may also be advertised in print media, if deemed necessary by the procuring entity.

1.6. OPEN TENDERING

- (a) All purchases, other than exceptional circumstances listed above, shall be undertaken through open tendering. Such procurements shall be advertised in print media, appearing in at least in one National English and one Urdu newspaper with nation wide circulation along with advertising the same either on the procuring entity or PPRA's website.

- (b) Open tendering can be done through using a single envelop single stage method. This method should be used where cost is the only determining factor. The single envelope shall contain the financial proposal / offer, in accordance with the bid solicitation documents.
- (c) However in cases of procurement of complex or specialized goods, single envelope two stages shall be used. In the first stage, the envelope shall contain the technical proposal, in accordance with the bid solicitation documents. Financial offer of the qualified supplier / contractor (s) as a result of evaluation of the technical proposals / offer, shall be solicited in one envelope in the second stage. The lowest offer shall be awarded the contract.
- (d) Two stage two envelopes method shall be used under exceptional circumstances and when it is deemed appropriate by the procuring entity in a given situation.

1.7 Procurement of Goods valuing more than Rs. 100,000 can also be undertaken by first pre-qualification potential suppliers through an open pre-qualification notice which shall be published in the print media as well as posted on the website of the procuring entity. The pre-qualification may be undertaken in the following manner:

- (1) The procuring entity may pre-qualify bidders by soliciting various details including but not limited to the following, in accordance with the provisions of the FP Rules;
 - a) legal status along with proof of registration with one of the federal or provincial registration acts;
 - b) proof of being a taxpayer;
 - c) organizational profile, relevant experience, past performance, list of clients and references;
 - d) relevant experience and past performance;
 - d) existing capabilities with respect to HR personnel, computing and engineering equipment (as may be the case), machinery and plant;
 - e) financial position for the last three year including bank statements and audited reports by an external auditor;
 - f) proof of possessing appropriate managerial capability; and
 - g) any other factor that a procuring entity may deem relevant, depending on the nature and complexity of the contract but not inconsistent with these rules.

1.8 Following templates for the bid solicitation documents shall be used.

REQUEST FOR QUOTATION – PROCUREMENT OF SMALL GOODS CONTRACT

INTRODUCTION

This SBD covers all small procurements. Various templates have been prepared for users. The SBD has been developed in a simplified and user friendly manner. Various sections of this SBD have been designed strictly in accordance with the KPP Rules 2014. Methods for procurement through invited quotations and open tendering have been sufficiently and separately covered.

1.1 **Request for Quotation**, is used for petty Purchases up to Rs. 100,000/-. Procurement of Goods valuing less than Rs. 50,000/- can be undertaken by soliciting single quote. For procurement of Goods valuing more than Rs. 50,000 and less than Rs. 100,000/-, three quotations must be solicited from eligible suppliers. Quotations shall be solicited in accordance with the principles given below:

- (a) Request for Quotation is sent to all expected bidders, simultaneously, with full contents and same information, which is duly acknowledged to be received.
- (b) The closing time, date & address for submitting quotations shall be clearly defined and adhered to.
- (c) All specifications are the same.
- (d) In case, amount pertaining to applicable tax is not added in the quotation, comparison of price should be made after adding amount of applicable tax.
- (e) During comparison, each item should be compared to the corresponding specification.

1.2 Following format (Goods A-01) shall be adopted while soliciting quotation (s) in accordance with the above principles.

Goods A-01

[insert name of the procuring entity]

Procurement # _____
Date

To,
M/s [insert name of the supplier]
[insert address of the supplier]

Subject: Request for Quotation – [insert title of procurement]

You are requested to submit your quotation, quoting each and all items, to the undersigned by the [insert date and time] at [insert office and its address]. The quotation (s) will be opened in the presence of those who shall wish to be present at [insert date and time (time should be half an hour after the closing time for receiving quotes)].

1. Attached are the descriptions & specifications, required quantities, delivery period and the general terms and conditions.
2. The lowest evaluated Bidder will be required to furnish the Samples of each item of required specification in final finish form for review and approval of the Purchase before the purchase order is issued to the lowest bidder.

Yours truly
For and On behalf of [insert name of the procuring entity]
[insert name of the procuring officer]
[insert contact details & address]

**INVITATION FOR
BIDS**

Invitation for Bids

Date: [date of issuance of IFB] _____
IFB No. _____

1. The [name of Procuring agency] has received an allocation from the Public Fund in Pak rupees / Foreign Currency towards the cost of [name of Project]. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for [title of contract].
2. The [name of the Procuring agency] now invites sealed bids from eligible bidders for the supply of [brief description of the goods and related services].
3. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of [name of appropriate purchasing unit] [mailing address of appropriate office for inquiry and issuance of bidding documents and cable, telex, and/or facsimile numbers].
4. A complete set of bidding documents may be purchased by interested bidders on the submission of a written application to the above and upon payment of a nonrefundable fee (nominal so as to cover printing/reproduction and mailing costs) of amount in Pak. Rupees
5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are in strict compliance with the provisions of the Khyber Pakhtunkhwa Public Procurement Act and its Rules made there under which also conform to the requirements of the World Bank *Standard Bidding Documents: Procurement of Goods for National Competitive Bidding, Pakistan*.
6. Bids must be delivered to the above office on or before [time] on [date] and must be accompanied by a security of [fixed sum or percentage].
7. Bids will be opened in the presence of bidders' representatives who choose to attend at [time and date] at the offices of [address of appropriate office].
8. The bidders are requested to give their best and final prices as no negotiations are expected.

(Name of the Procuring Officer)
(Designation)
(Address)
<Name of Procuring entity>
<Address of procuring entity>

INSTRUCTION TO BIDDERS

Date _____
Department

- A. The bidder/ proponent must submit the proposals in sealed envelopes and as per specified procurement method (single stage) (two envelopes).
- B. The proposal shall be clearly marked on the outer side” technical proposal” “financial proposal” or technical and financial proposals as the case may be.
- C. The proposal shall be typed in New Times Roman with font size 12 and single spacing. Any hand written part or full proposal (either technical or financial) shall be rejected and shall be in English.
- D. The proposals must contain a transmittal letter on the bidder’s letterhead, duly stamped by authorized representative (as per prescribed specimen).
- E. The envelopes should be on the name address and contact details of the addresses and the addressors.
- F. The proposal shall contain the copy of legislation with one of the mandated authorities of Government of Pakistan along with the national tax number certificate.
- G. The proposal shall contain sales tax registration certificate (optional).
- H. The proposal shall have complete work plan and delivery schedule without which no weightage will be given in accordance with the bid evaluation criteria.
- I. The bidder shall specify validity in days, the submitted bid <PICO> may under exceptional circumstances request for extension in bid validity which shall be for not more than the period equal to the period of the original bid validity.

- J. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short listed, no such association will be allowed.
- K. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- L. The proposals should be in accordance with enclosed specifications and technical design (if any)
- M. Response time: all bidders shall submit their bids as per SBDs on or before Monday 06th December, 2021 at 1100 hrs in Pakistan Institute of Community Ophthalmology, HMC, Peshawar which will be opened at 11:30 am. No proposal in any case shall be accepted after the deadline. Pre-bid meeting will be held on Monday 29th November, 2021 at 10:30 am.**
- N. The proposal/bidder shall submit audited financial statements for the last three years and account balance statement for the current ongoing years. (Optional)
- O. The bidder shall submit an affidavit that it has never been blacklisted.
- P. Submit statement of any history of litigation or ongoing.
- Q. The bidder will deposit bid security money with procuring entity equal to 2% of the total value of the contract along with the bid in the envelope containing Technical proposal. The bid security money so deposited shall be returned to the depositor after signing the contract.
- R. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.
- S. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- T. The procuring, entity may ask for a performance bank guarantee at 10% of the total contract value. This bank guarantee should be from a scheduled bank.
- U. Contract will be signed with the successful bidders and its terms and conditions will govern the executive of the contract.
- V. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).

THE BIDDING PROCEDURE

S-No		KPPRA Rules 2014
1	The Governing Rules	<p>The Bidding procedure shall be governed by the KPPRA Rules 2014.</p> <p>More Specifically The bidding procedure is governed by Rule 14 (2b) i.e. “Single Stage-Two-envelop tendering” of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014.</p>
2	Single Stage Two Envelop Procedure	<p>The bidding procedure is explained below:</p> <p>i) The bid shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately the Technical bid and the financial bid;</p> <p>ii) the envelopes shall be marked as “TECHNICALBID” and “FINANCIAL BID” in bold and legible letters to avoid confusion;</p> <p>iii) Initially, only the envelope marked “TECHNICAL BID” shall be opened. Technical bid contains requirements for the responsiveness and technical and financial eligibility for the firm and its quoted product. The past experience and performance in the execution of similar contracts. The extent of compliance to the stated requirements will determine that the firm and its product qualify technically before the opening of the financial bids.</p> <p>iv) the envelope marked as “FINANCIAL BID” shall be retained in the custody of Procuring Agency without being opened;</p> <p>v) the Procuring Agency shall evaluate the technical bid according to the Technical Evaluation Criteria indicated in the Standard Bidding Documents.</p> <p>vi) during the technical evaluation no amendments in the technical bid shall be permitted;</p> <p>vii) the financial bids of only the technically qualified bids shall be opened publicly by the Procuring Entity at a time, date and venue to be announced and communicated to the Bidders in advance;</p>

		<p>viii) The financial bids found technically non-qualified or rendered dis-qualified shall be returned un-opened to the respective Bidders; and</p> <p>The bid found to be the lowest evaluated responsive bid as per the Technical & Financial Evaluation Criteria shall be accepted for contract award.</p>
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EVALUATION CRITERIA FOR PROCUREMENT OF OPHTHALMIC EQUIPMENT

The Procuring Agency, under Rule 14 (b) of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014 shall cause the evaluation of tenders to be carried out strictly in accordance with the evaluation criteria (Technical+Financial) Evaluation methodology specified below and other terms and conditions set forth in these Standard Bidding Documents (SBDs).

(Technical Evaluation Marks: 80)

S #	Parameters	Sub-parameters	Total Marks:59
	Product Evaluation		
	Conformance Specifications		
1	Compliance to Purchaser's Specifications		30
		Fully compliant with the required specifications	30
		Compliant with minor deviation (up to 10% subject to main function is not effected)	20-25
2	The Purchaser's personal experience with the use of machinery		05
3	Product Certification¹		9
	USFDA and any of the CE(MDD) or JIS certification and preferably preferably to meet IEC 80601-2-58, ISO 15004-2:2007 & ISO 16284:2006 Standardsfor Quality Management	<ul style="list-style-type: none"> • US Food and Drug Administration (FDA) 510K And • European Community (CE) MDD or • Japan Industrial Standards (JIS) 	9
	CE(MDD and JIS Certification)	<ul style="list-style-type: none"> • European Community (CE) MDD And • Japan Industrial Standard (JIS) 	6

¹US, European and Japanese equipment must be approved from USFDA, CE and JIS respectively, However, equipment other than these origins are acceptable subject to USFDA and/or CE approved.

S #	Parameters	Sub-parameters	Total Marks:59
	Product Evaluation		
	USFDA only	• US Food and Drug Administration (FDA) 510K	3
	CE(MDD) only	• European Community (CE) MDD	3
	JIS only	• Japan Industrial Standard (JIS)	3
4	Firm's Financial Status for last 05 years	Marks will be given as per financial strength of the company duly audited by the registered chartered accountants/firms (One mark for each year)	05
Performance Specifications			
5	Product's Local Performance		10
		One Satisfactory Performance Certificate for each quoted equipment from the medical institutions within Pakistan (1 marks for each certificate up to maximum 10)	10
Firm Evaluation			Total Marks:21
6	Legal Requirement		6
		Manufacturer Authorization Certificate, or Partnership Deed with manufacturer	4
		Taxation Certificate (NTN and GST) from FBR Pakistan & IT-2 Form	2
7	Technical Staff		4
	Certified Ophthalmic Technician (COT) preferably acknowledged by Joint Commission on Allied Health Personnel in Ophthalmology (JCAHPO)	Simple Technician	1
		Diploma Engineer	1
		Graduate Engineers (For High Tech / Critical equipment). Graduate Engineer of relevant field is mandatory for each product.	1
		MSc / PhD qualification / Foreign training	1
8	Networking and Training		05
		Detail of Networking setup in Peshawar and	03
		Networking in other capital cities of the country (Islamabad, Lahore, Karachi, Quetta) one mark each for existence	01

S #	Parameters	Sub-parameters	Total Marks:59
	Product Evaluation		
		Certificate to the effect that the firm will provide training in the use of equipment to the relevant technical staff. Training plan must be attached with certificate	1
9	Testing & Calibration Equipment		3
	Inspected by GL, TÜV-Sud or DNV etc.	List of tools , testing equipment and calibration equipment relevant to the product	2
		Spare Parts readily availability (Inventory list)	1
10	Warranty Period Extension		2
		Extension free of cost (the firm offering greater period will get the marks). Warranty must be from original manufacturer	2
11	Post warranty Maintenance Services		1
		Post warranty maintenance contract, including service and parts, rates (companies to offer percentage (%) of the contract value in the technical bid. The lowest will get the full marks. The rates must come from the original manufacturer	1

Total Marks in Technical Criteria: **80**

Qualifying Percentage in Technical Criteria: **70%**

Qualifying Marks: **56**

Financial Criteria (20 Marks):

S #	Parameters	Sub-Parameters	Total Marks: 20
	Price		20
		Lowest Price will get full marks. The formula to calculate the marks for the price submitted is: [Lowest Price (Fm)/Price of Bid under consideration (F)] x100 x 0.20	20

Total Marks (Technical Criteria + Financial Criteria): 100

The bidders achieving a minimum of **56** marks (i.e., 70%) out of **80** marks in the Technical Evaluation will be declared technically qualified. Financial bids of only technically

qualified bidders will be opened publicly at the time to be announced by the Procuring Agency. The Financial Bids of technically disqualified bidders will be returned un-opened to the respective Bidders. After getting the financial score from the remaining **20** marks, the two scores will be combined to identify the highest ranking firm.

Merit Point Evaluation Methodology: Contract will be awarded to the lowest evaluated responsive firm which gets the maximum marks out of the combination of technical evaluation and financial evaluation marks and becomes the highest ranking in the Combined Evaluation calculated through the Merit Point Average Methodology which puts greater emphasis on non-price factors.

**LIST AND SPECIFICATIONS OF OPHTHALMIC EQUIPMENT FOR MSTC
PICO (2021)**

1. Operating Microscope with Video and Co-observation Attachments.

Following Specification or Higher:

- Microscope head / Optical Carrier -1
- With or higher:
 - Linear motorized zoom ratio 1:6
 - Motorized fine focusing
 - Stereo coaxial SCI fiber optic illumination system
 - Retinal protection device
 - Fully apochromatically corrected optics with high light transmission
 - Microprocessor controlled depth of focus management system “Deep View”
 - Fine tilt adjustment of the microscope body
 - Motorized XY coupling with auto re-centering
 - Objective f=200mm -1
 - Inclinable binocular tube -1
 - Wide field eyepieces 10X with dioptic adjustment -2
 - Dust cover -1
 - Asepsis set -1 set
 - Mobile floor stand -1
- With or higher:
 - Manual coarse focusing through counterbalanced suspension arm -1
 - Source for fiber optic halogen illumination 12V-100W with integrated stand-by lamp
 - Adjustable speed of focus, zoom and XY movement
 - Multi-function foot control panel, wired -1
 - Binocular stereoscopic assistant’s attachment with joints for inclination, image erection, inclinable binocular tube wide field 10x eyepieces with dioptic adjustment -1
 - 3-Chip HD video camera -1
 - (Originally provided by the Manufacturer)**
 - Beam splitter

The microscope must be upgraded for VR Surgery by attaching a BIOM System If needed in future

2. Specular Microscope, 3D full automatic mode, color LCD screen, Built-in printer & Standard accessories (Having facilities for Corneal button evaluation and FDA approved).

Following Specifications OR higher

Corneal Endothelium Photography	
Photography magnification:	254x (on the control panel)
Photography range:	0.25x0.55mm
Resolving power:	More than 125 line/mm
Fixation target:	Central and peripheral
Measurement range:	0.400-0.750mm
	Display unit: 0.001mm step display
Pachymetry measurement range	400~750um (Display unit:1um)
Histogram facilities	
Stroke of moving section	Measurement unit xyz (86, 40, 40) respectively
	Chin rest 60mm
Display	10.4-inch color LCD touch screen
Printer	Thermal line printer\
Others	LAN and USB Support
Motorized stand with table	
Color laser printer	
Panorama photography facility	
Power supply:	Source voltage: 100-240V AC, 50-60 Hz
Power input:	70-120VA
Voltage regulator	

3. SLIT LAMP WITH VIDEO AND CO-OBSERVATION ATTACHMENT. **FOLLOWING SPECIFICATIONS OR HIGHER:**

SLIT ILLUMINATION

Slit Length (mm)	: 0.3 ~ 14
Slit Width (mm)	: 0 ~ 14 continuous
Slit Projection	: 1x
Aperture Diaphragms	: 12.5x
Filter	: Cobalt Blue, Red-Free, Grey, Heat Absorption and Yellow
Slit Rotation	: 0° ~ 180° continuous
Angle of Incidence	: 0°, 5°, 10°, 15°, 20°
Surface Working Distance:	80mm

MICROSCOPE

Microscope	: 3 STEP
Type	: Galilean Converging Binocular
Magnification	: 3 Position Rotating Drum
Eyepieces	: 12.5x
Total Magnification	: 10x, 16x, 25x,
Real Fields of View (mm)	: 22.2, 15.2, 10.5,
Interpupillary Adjustment	: 55mm ~ 80mm

BASE

Vertical Movement	: 30mm
Longitudinal Movement	: 100mm

Lateral Movement	: 100mm
Fine Base	: 10mm
Power Supply	: Free Voltage 100 ~ 240V AC
Voltage Frequency	: 50 / 60 Hz
Power Consumption	: LED Type: 10V, 4.4W
Instrument Voltage	: 12V DC
LED Lamp	: LED Lamp (10V 4.4W)
Fixation Point Bulb	: 3. 4V 20mA

4. **Slit Lamp Microscope With LED illumination**

Following Specifications or Higher:

Microscope

- **Type:** Greenough type stereoscopic binocular microscope.
- **Magnification changer:** Two position revolving objective
- **Eyepieces:** 10x, 16x
- **Total magnifications:** 10x, 16x, 25x (25x when 16x eyepieces are in use)
- **Real fields of view (diameter):** 18, 11.25mm (when 10 eyepieces are in use) 15, 9.3mm (when 16x eyepieces are in use)
- **Interpupillary adjustment:** 52mm – 82mm
- **Diopter adjustment range:** ±8 diopters (with 10x eyepieces)
±10 diopters (with 16x eyepieces)

Cross-Slide Base

- Horizontal (coarse) movement: 105mm
- Horizontal (fine) movement: 15mm
- Vertical movement: ±15mm

Chin Rest

- Elevation Stroke: 95mm
- Slit width: 0-14mm continuously variable
- Aperture diaphragm (diameter): Ø14, Ø10, Ø5, Ø3, Ø2, Ø1, Ø0.2mm

Illumination Unit

- Filters: Blue Filter, red free filter, blue correction filter, yellow filter
- Light source: LED

Power Unit

- Power supply: AC100V – 240V (+/- 10%)
- Power consumption: DC5V2A

Fixation Light Unit

- Fixation light source: Red LED

With:

Special motorized stand

And:

Goldman Type Applanation Tonometer (Hanging Type with Two Prisms)
With mount. 01 Set

5. **Multispot Yellow Laser Photocoagulator**

Following Specifications or higher:

Laser Source:	Solid-state laser diode and cavity
Wavelength:	Yellow configuration: 561nm
Power at the Cornea:	Yellow: 50 -1500mW,
Exposure Time:	Pattern: 10, 20, 30, Single Spot: 0.01 to 8.0 seconds
Patterns:	
→ Linear (2 to 7 spots)	
→ Rectangle (2x3, 2x4, 2x5, 2x6, 2x7)	
→ Square (2x2, 3x3, 4x4, 5x5, 6x6)	
→ Triangle (3, 6, 10, 15, 21 and 28 spots)	
→ Circle – filled (7, 12, 19, 27 and 37 spots)	
→ Circle – empty (12, 18, 24 and 30 spots)	
→ Single Half Circle (4, 7 and 10 spots)	
→ Double Half Circle (11, 17 and 23 spots)	
→ Circle Sector 60 (3 to 7 spots)	
→ Circle Sector 120 (5, 7, 9 and 11 spots)	
→ Double Circle Sector 60 (5, 7, 9 and 11 spots)	
→ Double Circle Sector 120 (8, 12, 16 and 20 spots)	
→ Variable curve, double curve and filled sector	
Spot Size	Pattern: 100 to 500 μ m, continuously variable Single Spot: 50 to 1000 μ m, continuously variable
Spot Spacing	Pattern: 0 (touching), 0.25, 0.5, 0.75, 1.0, 1.25, 1.5, 1.75, 2.0 spot-width
Pulse Duration:	Pattern: 10, 20, 30 ms Single Spot: 10 – 8000 ms
Repeat Model:	Pattern: N/A, Single Spot: 50 – 1000 ms
Aiming Beam:	Red 635nm, adjustable intensity
Magnification:	6x, 10x, 16x, 25x, 40x
Cooling:	Air Cooled
With:	
→ Original Slit Lamp stand with column and table	
→ Beam splitter	
→ Video adapter with camera	Complete.

01 Set

6. Wireless SMALL PUPIL Indirect Ophthalmoscope With LED Illumination

Following Features or higher:

New LED light source reproduces clean illumination in Halogen bulb color and eliminates the filament shadow.

LED light source provides steady illumination for 50,000 hours, free from exchanging the light bulb.

Light weight palm-size by Nickel Hydroid battery.

The combination of the LED and the tough re-chargeable battery allows 5 times longer operation with energy saving.

Specifications

- Light source: 3W white LED
- Filter: UV, red-free and cobalt blue

- Illumination area: 3 steps change of $\phi 19$, $\phi 50$, $\phi 80$ mm (at 500 mm front of instrument)
 - Illumination: 600 Lx / Max, 300 Lx / Middle (at 500 mm front of instrument with UV filter)
 - Consecutive light time: Approx 5 hours / max about 10 hours / middle
 - Rechargeable battery: Nickel Metal Hydride
 - Charging time: Approx. 2.5 hours
- Battery life: Approx. 1500 cycles

01 Set

7. SWEPT Source Optical Biometer

Following Specifications or higher:

Measurement range:

- Axial length 14 – 38 mm
- Corneal radii 5 – 11 mm
- Anterior chamber depth 0.7 – 8 mm
- Lens thickness 1 – 10 mm (phakic eye)
0.13 – 2.5 mm (pseudophakic eye)
- Central corneal thickness 0.2 – 12 mm
- White to white 8 – 16 mm

Display Scaling:

- Axial length 0.01 mm
- Corneal radii 0.01 mm
- Anterior chamber depth 0.01 mm
- Lens thickness 0.01 mm
- Central corneal thickness 1 μ m
- White to white 0.1 mm

SD of repeatability:

- Axial length 9 μ m
- Corneal radii 0.07 D
- Cylinder >0.75 D axis 4.5°
- Anterior chamber depth 10 μ m
- Lens thickness 19 μ m
- Central corneal thickness 2 μ m
- Central corneal thickness 2 μ m
- White to white 90 μ m

IOL Calculation Formulas:

HaigisSuite (includes Haigis, Haigis-L (for eyes following myopic / hyperopic LASIK / PRK / LASEK, Haigis-T (for toric IOL power calculation), Hoffer Q, Holladay 2, SRK/T

Interfaces:

- FORUM eye care data management system
- computer-assisted cataract surgery system CALLISTO eye (via USB & FORUM)
- Data interface for electronic media record (EMR) / patient management systems (PMS)
- Data export to USB storage media

→ Ethernet port for network connection and network printer

With:

Special Motorized Instruments Stand.

01

8. Digital Binocular Indirect Ophthalmoscope With HD CMOS Camera

With LED Illumination

Digital Imaging Applications

For recording surgery or diagnosis to share with doctors or students.

For explaining diagnosis to patients with higher resolved still shots.

For sharing examiner view at congress presentations or education.

Following Specifications or higher:

BIO

LED	Warm White 3200K
Output	DC 3.2V 0.7W
Filters	UV, Red Free, Cobalt Blue
Illumination Field	φ19 φ39 φ60 (@500mm frontward)
Illuminance	50 – 600lx (@500mm frontward with UV filter)
Lighting (Continuous Use)	5 hours (@600lx)
Variable Pupil Distance	Range 54 – 74mm

Camera

Format	CMOS (1/2.9) – Integrated
Resolution	Full HD 1,920(H) x 1,080(V)
View	Angle 92 x 52mm (@500mm frontward)
Focus	Range 200 – 600mm (Manual Focus)
Interface	USB 2.0 Mini-B
Output	MJPEG / 30fps WMV AVI

Capture Software

Software	Dedicated Software
Operations	Windows 7 / 8 / 10 (32bit /64bit)

Battery Pack

Cell	Nickel – Metal Hydride
Charging	Approx. 150 – 180min (full)
Life	Approx. 1,500 cycles
Power	AC100 – 240V 50 – 60Hz 15VA

Physical

BIO	164 x 116.5 x 102.5mm (w/o Headband) 730g
Battery Pack	90 x 45 x 30mm 130g

Environment

Temperature	+10 - +35 Centigrade
Relative Humidity (RH)	30 – 90%

Contents

Main unit LED Camera
with power supply
Laptop, Volk 20D Lens

01 Set

9. Hard Contact Lens Kits:

a) **Boston Hard Contact Lens Kit:**

Hard / RGP Boston ES aspheric peripheral lens kit comprising of 14 speciality lenses for early keratoconus and high astigmatism, power -3.00D, BC variable 7.0 mm ~ 8.3mm, dia Ø 9.20 mm.

b) **Rose K2 Hard Contact Lens Kit:**

Rose K2 For all types of Keratoconus:

Rose K2: Diagnostic Set comprising of 26 RGP lenses (with variable powers; BCs and diameters).

Presented in patented box.

c) **Rose K2 NC For Keratoconus with moderate and advance nipple cones:**

Rose K2 NC(Nipple Cone): Diagnostic Set comprising of 25 RGP lenses (with variable powers; BCs and diameters). Presented in patented box.

d) **Rose K2 PG(Post Graft):**

Diagnostic Set comprising of 20 RGP lenses (with variable powers; BCs and 10.40mm diameter). Presented in patented box.

e) **Rose K2 IC (Irregular Corneas):**

Diagnostic Set comprising of 12 RGP lenses (with variable powers; BCs and 11.40mm diameter). Presented in patented box.

f) **Rose K2 Soft:**

Diagnostic Set comprising of 08 soft plano contact lenses; BC from 7.40mm to 8.80mm (in 0.20mm increments) and 14.80mm diameter. Presented in a hard case.

10. **Soft Contact Lens Kit:**

(a) Soft contact lens kit comprising of 30 pcs lenses with different base curves (BC): soft spherical (4 pcs), soft toric (8 pcs) low-high cylinders, soft bandage lens (6 pcs), soft cosmetic lenses different colours (12 pcs), CLC starter kits (3 pcs),

b) **Soft Contact Lens Kit for aphakia:**

Set of 12 pcs aphakic soft contact lens kit with Powers +9.0D ~ +20.0D, BC 8.7 mm, Dia Ø 14.0 mm, water

contents 55%, CLC starter kits (3 pcs),

c) **Pediatric Soft Contact Lens Kit:**

Kit comprising of 8 pcs with variable powers +15.0D ~ +40.0D, variable BC 7.0 mm ~ 8.2 mm, Dia Ø 12.0 mm ~ 14.0 mm, water contents 77%, CLC starter kits (3 pcs),

11. **Semi Scleral Contact Lens Kit:**

Rose K2 XL(Semi scleral lenses for Keratoconus):

Diagnostic Set comprising of 16 RGP lenses (with variable powers; BCs 6 mm – 8 mm and 14.60 mm diameter). Includes a plunger for lens insertion/removal. Presented in a hard case.

12. **Contact Lens Projector:**

Contact lens projector model JC-100 to detect contact lens surface abnormalities and protein depositions / edge profile of the lens, magnification 17X, illumination lamp 12V / 100W halogen providing 150 lux,

13. **Corneal Topography with Pachymetry:**

Following Specifications or Higher:

Keratoscope cone:	24 rings equally distributed on a 43D sphere
Analyzed points:	Over 100.000
Measured points:	Over 6.200
Corneal coverage:	Up to 9.8mm on a sphere of radius 8.00mm (42.2 diopters with N=1.3375)
Diopter power range:	From 1D to 120D
Resolution:	,+/- 0.01D, 1 micron
Accuracy / Precision	
axial radius:	,+/- 0.03mm altimetric data +/- 2µm at 4mm
Capture system:	Auto-focus with Auto-capture
Output ports:	USB, LAN
Monitor:	LCD 10.1 inch capacitive touch screen
Database:	Internal
Pupillometry:	Dynamic, Photopic, Mesopic, Scotopic
Report:	Corneal map, Comparison map, Contact lens, Height map,
Screenshot	Zernike analysis, pupillometry, Toric IOL ,
Power source:	AC 100-240V 47-63 Hz
Power consumption:	<100VA
Connections:	Wi-Fi Optional, LAN integrated

Printing: Printer,
 Operating System: Windows 8 Embedded
 RAM: 2GB

Complete with imported motorized stand and color laser printer.

14. List of Low Vision Devices

List		unit
Patient Chair hydraulic	Autodesk	1
Examiner chair	hydraulic	
Visual Acuity Charts Used for Children	Lea symbols single letter	2
	Lea symbols crowding	2
Visual acuity chart for adults	Baily-Lovie LogMAR	2
Trial frame	Adults	2
	Children	2
Contrast Sensitivity charts	Pelli Robson Contrast Sensitivity Chart	1
Color Vision Plates	Ishihara Color Vision Plates	1
Advance Low Vision Devices	Maxim Low Vision Care Trail Kit	1
	Eschenbach Max TV	1
	CCTV Mouse Magnifier	1
	Ocutech Autofocus telescope 6X	1
	5 Inch LCD Video Magnifier	1
Instruments	Lensometer	1
	Hess Screen	1
	Heine Retinoscope Ophthalmoscope set with desktop charger	1

15. Teaching Optical Lab Equipment/Tools

S.NO	Equipment / Tools	Order Quantity
1	Manual lensometer	2
2	Frame Heater	5
3	Lens Drilling Machine	5
4	Lens Edge Polisher/Buffer	5
5	Lens Groover	30
6	Hand Lens Edger	30
7	Metal frames	1000
8	Plastic frame	1000

9	Simi rimless frame (nylon cord)	1000
10	3 piece frames	1000
11	Nose pads and nose pads screws	1000
12	Bridge Nosepads	1000
13	Bridge Nosepads, Saddle Strap	1000
14	Nylon cord	20
15	Temple Tip	1000
16	Mono PD Rule	100
17	City or ABDO Ruler	25
18	Facial Measurement Gauge	25
19	Temple Width Calipers	19
20	Lens Tint Unit	2
21	Lens Tinting Chemicals	5 sets
22	Digital Pupillometer	5
23	Black AR Marker	100
24	Rimless Hole Gauge	10
42	Photochromic Lens Tester	5
43	Base Lens Clock	5
44	Lens Thickness Gauge / Caliper	5
48	Screw Extractor	1
50	Distometer	5
51	Strain Tester	1
52	Polarising Axis Verifier Gauge	5
53	Progressive Lens Engraving Identifier	2
55	Optical Lens Bolcker	5
57	Lens Blocks	5
58	Lens Block pads	10

1. **Bid Form and Price Schedules**

Date: _____

IFB No: _____

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, offer to supply and deliver *[description of goods and services]* 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, to deliver the goods in accordance with the delivery schedule 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 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under relevant Clause 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, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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 agent	Amount and Currency	Purpose of Commission or gratuity

(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]

Price Schedule in Pak. Rupees

Name of Bidder _____ IFB Number _____ Page
of _____

1	2	3	4	5	6	7
Item	Description	Country of Origin	Quantity	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required ³

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

GENERAL TERMS AND CONDITIONS

Ser. #	Description / Specification	Qty.	Unit Rate (Rs.)	GST + Income Tax + any other applicable tax	Delivery Period	Total
1.						
2.						

1. Following are the details regarding request for quotation for [insert title of the procurement].

Matrix to be filled by the bidder as per the instructions laid down here.

2. General Terms and Conditions

Following are the General Terms and Conditions

- n) The above details shall be submitted in a sealed envelope
- o) "OPTIONAL" Sample must be submitted separately. In case samples are not provided, quote will be considered non-responsive.
- p) The Supplier (s) must be registered with the Sales Tax authorities.
- q) Warranty of Goods shall be provided along with (free after sale service, maintenance, replacement of parts and working of the equipment) "quote" "the warranty period shall be three years from the date of installation/test run." Post warranty maintenance contract for another five years including after sales service with parts, rates (companies to offer percentage (%) of the contract value will be included in the technical bid. Warranty and post warranty maintenance contract rate shall be acknowledged from the original manufacturer regardless of change of local authorized dealer.
- r) The quote (s) must remain valid till 30th June, 2022.
- s) All suppliers shall mention all applicable taxes in their quotes. In case any supplier has not done so, the procuring entity while comparing the offers will add the applicable taxes to the total quoted amount for each item.
- t) The request for quotation is non-transferable.
- u) Quotations must be submitted on or before 06th December, 2021 (Monday) at 1100 hrs to the officer-designate for the purpose. The bids will be opened on the same day before the bidders at 1130hrs. No late quotation for any reason whatsoever will be considered.**
- v) Pre-bid meeting will be held on 29th November, 2021 at 10:30 am (Monday) at PICO.**
- v) The quote(s) must be accompanied with a bid security valuing 2 % of the total quoted price.
- x) NTN certificate shall be enclosed.
- y) Each supplier can only submit one offer / quote.
- z) The quotation must carry the authorized signatures of the representative of the supplier.

CONTRACT

A. LANGUAGE

All communications and documentations related to procurements shall be in English.

B. BID SECURITY DEPOSIT (Where Applicable)

Unless otherwise agreed between the Procuring entity and the Supplier, the later shall deposit with the Procuring Entity a sum equal to 2% of the total value of the goods detailed in the said Schedule at 'C'.

C. PLACE AND TIME OF DELIVERY

The Supplier/Vendor/bidder shall as may be required by the Procuring entity either deliver free at, places detailed in the said Schedule, the list and Quantities of the goods detailed herein and the goods shall be delivered out not later than the dates specified.

(i) Delivery Schedule

Ser. #	Item /	Date of	Place of	Verification	Acceptance
	Deliverable	Delivery	delivery		

D. VARIATIONS / REPEAT ORDERS

The Procuring entity may during the execution of the Contract, by notice in writing may direct the supplier to alter, amend, omit, add to or otherwise vary any part of the Schedule, in agreement with the Service Provider, and the Service Provider shall carry out such variations and be bound by the same conditions. Provided that repeat orders are within a period of six months, and that it does not exceed fifteen percent of the original contract value as per KPP Rules 2014.

E. INSPECTION of Goods on Delivery (whole applicable)

The goods shall be inspected by the inspecting team of the Procuring entity for quality/quantity etc at the agreed location/warehouse of the Procuring entity before the goods are provided/supplied at their final destination.

Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity and quality claims. In case the goods are not found in conformity with the contracted quality/specifications, procuring entity shall have the right to lodge claims within 30 days from the date of inspection of the goods.

In case of dispute by the supplier, joint re-inspection of the supplied material shall be carried out, at the cost of the supplier, in presence his or his authorized representative either at a laboratory designated by the procuring entity or by a neutral independent entity as jointly agreed.

F. PACKAGING

Material/works/service should be packed suitably in appropriate wooden/metallic boxes/containers/pallets in such a manner that the goods are not lost or damaged in handling/transportation and the packing should be suitable enough to reach at the stores of procuring entity safely.

Each pack or container should clearly indicate the following information:

- Purchase Order Number and date.
- Name of Product/Deliverable.
- Quantity
- Gross and net weights
- Name of Manufacturers/service providers

Manufacturer's instructions regarding the maximum storage life of the product and the storage conditions must be followed.

Material/works/service should be delivered at the stores of procuring entity in original packing of the manufacturer.

Where applicable, manuals containing instructions of the manufacturer about the application (in use) of the item should be provided in English. If required by Procuring entity, technical experts should be sent by the manufacturer for application of the item at site.

G. PERFORMANCE BANK GUARANTEE

Successful bidders shall furnish a Performance Bank Guarantee of 10%(where applicable) of value of Purchase Order/Tender price/Contract on the proforma prescribed provided that the guarantee is issued by any of the approved Banks within 20 days of issuance of the letter of acceptance. The performance guarantee shall remain valid throughout the execution of purchase order/contract and shall be returned within 10 days after the expiry of warranty period and satisfactory performance

If such Guarantee is issued by a foreign bank, it should be countersigned by a Pakistani bank on the approved list of banks.

H. FORFEITURE OF PERFORMANCE BANK GUARANTEE

The Performance Bank Guarantee may be forfeited if the service provider fails to deliver or supply goods in accordance with the terms and conditions of the Purchase Order or commits any breach of the Contract / Purchase Order.

I. PAYMENT CLAUSE Payment shall be made on production of the following documents: -

- a. The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.____, Material Receiving Report No.____, and Acceptance Note No.____, with date, price/rate of each item.
- b. Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
- c. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- d. Valid Income Tax Exemption Certificate (otherwise Income Tax at current

applicable rates shall be deducted from the invoice). (where applicable)

- e. National Tax Number.
- f. Sales Tax Registration Number.
- g. Certificate in original issued by any one of the Independent Inception (where applicable).
- h. Bank Account Number and Branch.
- i. Recovery of all applicable taxes at source should be made as per rules
- j. Certificate from procuring entity stating Goods as per standard / professional requirement (format given below)

DETAIL OF STANDARDS (if applicable)

S. #	Meets best quality standards (5)	Meets acceptable quality standards (4)	Meets un acceptable quality standards (3)	Does not meet acceptable quality standards (2)
1.				
2.				
3.				
4.				

Delivery / Deliverable accepted since it meets acceptable / best quality standards (5/4)

(Assessment /Evaluation Officers)
Name and Designation

K. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER

The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.

The suppliers shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project (representing consultant firm /organization). The Project Coordinator shall have the qualifications as may be agreed between the client and the consultant.

The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices.

The supplier shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

Except with the prior written approval of the Client, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services without prior consent of the service providers

The supplier agrees that no proprietary and confidential information received by the supplier from the Client shall be disclosed to a third party unless the supplier receives a written permission from the Client to do so.

Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement:-

Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.067% per day (2% per month) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value.

Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;

Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, Procuring entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; or

Recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.

L. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

Procuring Entity shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPP Rules 2014.

If a bidder is not satisfied with the decision of the Committee he may take recourse to the KPK PPRA.

The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by PPRA whose decision will be final and binding on both the parties

M. INDEMNITY

The supplier shall at all times indemnify the procuring entity against the claims which may be made in respect of the goods for infringement of any right protected by patent, registration of design or trade mark and shall take all risks of accident of damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract; provided always that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the procuring entity, it shall notify the supplier of the same and the supplier shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise there from.

N. SUB-LETTING CONTRACT

The supplier shall not sub-let or assign this Contract or any part thereof without the

written permission of the procuring entity. In the event of the Service provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

O. BRIBES COMMISSION ETC.

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the procuring entity, shall in addition to any criminal liability which he may incur, subject the contractor to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation under clause 8 hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive.

P. TERMINATION End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and full and final payment has been made.

Termination by the Client

The Client may, by a written notice of thirty (30) days to the supplier, terminate this Agreement. All accounts between the Client and the Service provider shall be settled not later than sixty (60) days of the date of such termination.

Termination by the Supplier

The supplier may suspend the Agreement by a written notice of thirty (30) days only if the supplier does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the supplier after thirty(30) days of notice of suspension, the Supplier/Vendor may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the supplier under such circumstances, the Procuring entity shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the supplier.

Q. FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due

diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

R. APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPP Rules 2014.

S. CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

T. NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client

To: The Supplier -----

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

U. QUALIFICATION CRITERIA

Following is the qualification criteria. Procuring Entity may add more (in case required) strictly in accordance with the PPRRA rules.

1. Bidders should be registered entities with the Government (contractor with PEC; Company with SECP or any other authority). However bidders are not required to be locally registered with the procuring entity
2. Carrying a National Tax Number (NTN) , or a CBR Tax Exemption Certificate;
3. Sales tax certificate (where required)

4. Financial health (Financial Audit Report, Bank Statement in the past 3 fiscal years);
5. Should demonstrate similar experience for at least <specify years>
6. Shall provide on a stamp paper an Affidavit stating that the proponent has never been blacklisted by any government/semi-government organizations (procuring entity) under the administrative control of the federal / provincial governments.
7. Technical Qualification 70% of the marks.
8. Qualification for award of contract: The bidder having maximum marks in both technical and financial evaluation will get the contract.

BANK GUARANTEE FORM IN RESPECT OF BID SECURITY (to be furnished on non-judicial stamp paper of appropriate value)

Procuring Officer
Procuring entity and its address

1. M/s _____ through their agent _____ (hereinafter called the supplier) are submitting their offer against your tender enquiry No. _____ for _____ due on _____ and have requested us to issue aP bank guarantee for _____ in your favor as bid security to ensure their compliance with conditions of the tender.

2. The Guarantor waiving all objections and defenses and under the aforesaid contract, hereby unconditionally, irrevocably and independently guarantees to pay to procuring entity without delay upon procuring entity's first written demand any amount claimed by procuring entity up to the sum named herein, on procuring entity written declaration that the bidder has refused or failed to fulfill any of the terms of the tender / bid or committed any breach of the tender / bid.

3. Notices in writing of any such breach, of which the Buyer shall be the sole Judge, as aforesaid, on the part of the bidder shall be given by the Buyer to the Guarantor and on each first demand, payment shall be made by the Guarantor of all sums then due under this guarantee unconditionally and without any reference to the bidder or any other person and without any objection.

4. This guarantee is valid up to three months from date of opening of tender. In case the tenderers / bidders _____ are awarded a contract for supply of goods / works / services as per tender enquiry / letter / RFP quoted above, the guarantee will remain valid up to the date of furnishing of an acceptable performance bond on Procuring entity's format.

5. Claim if any must reach us in writing on or before the expiry date after which we will no longer be liable to make payment to you

6. Our liability hereunder is limited to

NAME OF THE BANK

WITH ADDRESS _____

AUTHORISED OFFICER OF THE BANK

<Name of procuring entity>

<Address of procuring entity>

**PERFORMANCE BANK GUARANTEE FORM IN RESPECT OF
PURCHASE ORDER / CONTRACT AGREEMENT**

(to be furnished on non-judicial stamp paper of appropriate value)

WHEREAS <name of procuring entity> having its registered office at _____, by an agreement made between _____ (hereinafter called the supplier/service provider) has awarded the contract (hereinafter called the contract) vide agreement / letter / P.O. No. dated for the supply of goods / works / services specified in the said Purchase Order / contract agreement.

AND WHEREAS in accordance with the provisions of clause _____ of the Contract/Purchase Order the supplier is required to furnish a bank guarantee for the due performance and observance of all the terms provisions and stipulations of the Contract/Purchase Order by the service provider and the service provider has requested Bank Limited to issue the said guarantee for an amount of Rupees _____ (Rs. _____) equivalent to <specify %> of the total value shown in the purchase order.

In consideration of the premises we _____ Bank Limited _____ hereby guarantee irrevocably and unconditionally forthwith to pay to the procuring entity without reference to the service provider on the first demand of the procuring entity in writing stating that the service provider has committed a default under the Contract/Purchase order without any further statement of the particulars of such default and notwithstanding any contestation by the supplier an amount not exceeding Rupees _____

And we _____ Bank Limited hereby further declare that no alteration in the terms of the Contract/Purchase Order or in the scope extent or nature of supplies therein and no allowances of time by the procuring entity under the Contract /Purchase Order nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Contract/Purchase order on the part of procuring entity shall in any way release this Bank from any liability under this guarantee.

The validity of this guarantee shall expire after _____ days on _____ of the completion of delivery of supplies to the procuring entity by the supplier in conformity with the provisions of the Contract/Purchase Order. After its expiry the procuring entity shall return this guarantee to the Supplier for cancellation by this bank.

NAME OF BANK
WITH ADDRESS
AUTHORISED OFFICER OF THE BANK

PURCHASE ORDER / CONTRACT AGREEMENT

The purchase order is the simplest form of contract for procurement between the procuring entity and the supplier. It is used to form a contract by accepting the successful bidder's quotation, where no contract award notice or detailed contract document is required. The purchase order defines the goods to be supplied, the price to be paid for the goods, works or services and the delivery period required.

2 The purchase order shall carry the following information:

- the name of the supplier;
- the date of issue of the Purchase Order;
- the delivery address;
- the name of the procuring entity purchasing the items;
- the Requisition Number;
- the Purchase Order Number;
- the quantity of each item required;
- any part or pattern number for each item;
- a brief description of each item;
- the unit cost or rate for each item; and
- the delivery period and whether the delivery is to be made in lots.

3 For detailed contract agreement, use the General Conditions of Contract, provided herein. Insert, special conditions, if the procuring entity deems it suitable.