



FAUJI FOUNDATION

TRUST CREATED UNDER THE CHARITABLE ENDOWMENTS ACT 1890
FOR THE BENEFIT OF EX SERVICEMEN AND THEIR FAMILIES

TENDER INVITATION - No 03

<u>Tender No. & Date</u>	<u>Tender Submission</u>	<u>Tender Opening</u>	<u>Project</u>
FF/3651/2022-23/ Projs/CPO dated Nov 2022	<u>Date & Time</u> 20 Dec 2022 11:00 Hours	<u>Date & Time</u> 20 Dec 2022 11:30 Hours	FAUJI FOUNDATION HOSPITAL PROJS

Subject : Tender for Procurement of 11 x Electromedical Eqpt (New/Latest) for FFH Projs – FY:2022-23

Dear Sir,

1. Sealed Quotaions are invited for the items required by our Fauji Foundation Hospital Projs as per terms and conditions mentioned below, which may be read thoroughly before submitting your offer.

2. **Special Instruction.** All tender conditions may please be read point by point and understood properly before quoting. All tender conditions should be responded clearly. In case of any deviation due to non-acceptance of tender conditions, the same should be highlighted alongwith your changed offer/ conditions outlined by purchaser in this IT.

3. **Submission of Tender.** The quotation both Technical Proposal & Commercial Proposal must reach this office on due date and time upto 1100 hours as per following:-

a. **Technical Proposal.** The firms are to submit their technical offer for each item separately, which should contain all relevant specification **alongwith essential literature/ brochures** in an envelope and clearly marked "**Technical Proposal**" without prices. Tender number and date of opening with Serial number of tendered item must be endorsed on envelope. **Each item is to be quoted separately with nomenclature of the item clearly marked on both envelopes i.e. single item single envelope.** PLEASE ALSO PROVIDE SOFT COPY (IN MS WORD FORMAT) IN USB OF YOUR TECHNICAL PROPOSALS AT THE TIME OF TENDER OPENING. **Compliance matrix (specimen as per Anx 'A') must be filled / completed by the firms and will be attached with technical proposals. Without compliance matrix, technical proposal will not be accepted.**

b. **Commercial Proposal.** Separate commercial offer for each item is to be submitted in single envelope indicating prices quoted in figures as well as in words. It should be clearly marked on the envelope "**Commercial Proposal**" tender number and date of opening. Commercial offer of only those firms will be opened by a board of officers whose technical offers are accepted by technical authorities. Date of opening of commercial offer would be intimated to firms after receipt of technical scrutiny report from technical authorities. Commercial offer of technically rejected firms will be returned to the firms un-opened.

c. Both the "**envelopes**" of **technical** and **commercial** offers of each item should be enclosed in one cover, properly sealed. The envelope containing both (Technical and Commercial) proposal should be properly / clearly marked with tender number, Serial Number of quoted item and opening date.

d. Detail and Specifications of Equipment (**is attached**) should be mentioned in proposal in same order as in IT.

4. Any technical query/evaluation by the participant are only be presented/addressed at the time of opening technical offer. It is the option of the firm to be present at the time of tech

opening. Any firm who is not present at the time of technical opening cannot represent any objection/reservations subsequently at any stage.

5. In case of C&F / CIP / CIF price, Principal Proforma Invoice (confirming payment term as mentioned in para **27 b** of IT) be provided alongwith Commercial Proposal. Offers submitted without Proforma Invoice are liable to be rejected.

6. In case of rates quoted on C&F (by sea freight) or CIP (air freight basis) or CIF (cost, insurance & freight), transportation charges till the final destination will be paid by the seller including all local taxes en-route. In case the firm does not mention the mode of shipment with delivery station as per incoterms -2016, it will automatically be taken as shipment by air and firm has to arrange shipment by air.

7. Firms quoting on C&F / CIP / CIF and/or FOR basis are to submit a written agreement, from their Principal/OEM containing the following requirements with the technical offer:-

- a. The agency agreement on the letter head of the Principal/OEM.
- b. Agency agreement should be signed by both the parties, duly indicating validity of the agreement.
- c. Sole agency/ exclusive right should be granted to the agent firms by the OEM/Principal.
- d. Agency agreement should reflect whether the principal is manufacturer (OEM) or exporter. In case of principal/ exporter, sole export right agreement between the principal and the manufacturer should also be provided.
- e. Stores should be specifically mentioned.
- f. Certificate of conformity (COC) from the authorized manufacturer (OEM) along with its original packing and related documents will be provided at the time of delivery of stores.
- g. Country of Origin and Port of shipment both must be mentioned separately while submission of offers.

8. Sales tax is exempted on supply of goods to hospitals vide Govt of Pakistan Finance Bill 2008. Therefore, do not include sales tax while quoting your rates.

9. Fauji Foundation is a charitable trust and exempted from taxes / duties in light of amended PCT 9914. While preparing commercial proposal (C&F / CIP / CIF), please indicate applicable taxes/duties separately so that the contracts are concluded keeping in view the applicability / exemption of these taxes/duties, accordingly.

10. Details of after sale service facilities available in Pakistan for the quoted equipment are to be reflected.

11. Page number must be endorsed on every page of quotation.

12. **Validity of Offers.** The quotation should be valid for a period of 4 (four) months from the date of opening of "**Commercial Proposal**". In case the firm withdraw its offer within validity period, bid money equal to 5% of quoted price will be deducted / paid by the firm as penalty besides taking other action, against the firm.

13. 02 (Two) years free warrantee / guarantee period including replacement of parts and after sale service will be given.

14. Provision of spare parts on payment and back up support for next 10 (Ten) years is to be provided.

15. The equipment quoted must be new and of latest model. The equipment has to have at least ten years average life cycle / expectancy.

16. Please note that equipment / stores being asked must meet the technical requirements mentioned in IT. It must fulfill all parameters / functions or upgraded version be quoted. In no case, equipment not meeting the criteria should be quoted.

17. **Multiple Option.** Only one option of the offered item (latest product) is to be quoted. Alternative offer of the item of the same manufacturer will not be accepted.

18. All accessories, support equipment including stabilizer / UPS, where required and special tools for immediate and uninterrupted operation at consignee end is to be provided/reflected in the offer.

19. **Time of Delivery of Equipment.** Delivery period of equipment / item / store will be as under :-

- a. **FOR Cases** The contracted goods are to be delivered at consignee end/project site within 6-8 weeks after signing of the contract/issue of purchase order.
- b. **C&F/CIP/CIF Cases** Delivery period of equipment / item / store on C&F / CIP / CIF basis on shipment at Airport (Islamabad, Lahore & Karachi) or Sea port (Karachi or any named port) is within 03 months after receipt of Letter of Credit (LC) in favour of foreign principle as per following terms: -
 - (1) In case of by Air up to Islamabad or any other Air port, the cost and air freight charges to be born by the suppliers and transportation of eqpt to consignee end, including transportation charges, will be arranged / borne by the supplier.
 - (2) In case of by sea delivery/shipment to Karachi or any other named port the cost, the freight charges and transportation of eqpt to consignee end, including transportation charges, will be arranged / borne by the supplier
 - (3) In case your quoted amount is less then 10,000.00 USD / Euro or any other currency then not quoted on C&F basis.
 - (4) In case of any NOC required for opening of LC of any equipment i.e from DRAP etc, the firm will be responsible to get such NOCs.

20. **Time of Installation of Equipment.** The installation/commissioning of the equipment in both cases i.e **FOR/C&F/CIP/CIF** is to be completed within **Two weeks** after its arrival at the consignee.

21. **Requisite documents and time line for conclusion of Final Contract**

- a. **LOI (Letter of Intent):** The Letter of Intent (LOI) will be issued to lowest bidder, who is responsible to provide supporting documents i,e Non Judicial Stamp Paper worth Rs. 100.00, 10% of total value of the contract as Security Money in shape of Call Deposit/Demand Draft etcetera in favour of Fauji Foundation Head Office and Proforma Invoice from Principal (In case of C&F / CIP/CIF case), within 15 (fifteen) days after issuance of Letter of Intent (LOI).
- b. **Draft Contract.** After receipt of supporting documents, draft contract will be prepared by Fauji Foundation and will be forwarded to firm for signatures. Firm /lowest bidder is responsible to sign and stamp the draft contract and early return to Fauji Foundation within **05 (five)** days for conclusion of final contract.
- c. In case of non receipt, of required documents / informations mentioned at para **21 a & b** with in due date / time, appropriate punitive action will be taken against the concerned firm.

22. **Demurrage** Please ask your principal that details of shipment must be notified /provided to this office, at least one week in advance from the date of arrival of equipment, to avoid demurrage charges and ensure timely clearance of equipment. If the details are not received in advance and the equipment goes under demurrage, the demurrage charges will be recovered from your firm. In addition, the fine/penalties, if imposed by custom authorities due to non submission of invoice / Packing list as per contract, will also be recovered from your firm.

23. **Security Money.** Security money should be deposited by all “registered” and “non registered” firms, in the shape of draft, pay order at the time of submission of Invitation of Tender (IT), with the standard 5% of the quoted value. The same shall be retained from lowest quotee firms as security money against contract / purchased Order. The security money of un successful firms will be returned.

24. **Liquidated Damages**

a. **FOR / C&F/ CIP / CIF cases:** Liquidated damages equal to 2% of contract value per month or part of the month, subject to maximum of 10% on the delayed supplies are to be imposed as follows:-

- (1) In case the delivery of equipment and its installation is completed within stipulated period in the contract, or extension thereof (without LD), LD charges will not be imposed.
- (2) In case delivery of equipment is made within/before expiry of delivery period/extension (without LD), but installation is made after expiry of delivery period, LD charges are to be imposed for the delayed period in installation occurred after the installation period stated in contract.
- (3) In case delivery is made after expiry of delivery period stated in contract or extension thereof (without LD), LD charges are to be imposed on this delayed time for delivery of contracted stores. If the installation is made within 15 days, after delivery of equipment, LD charges on installation are not to be charged.
- (4) In case delivery of item is made after original/extended delivery period (without LD) and installation is not made within 15 days thereafter, LD charges are to be imposed as under:-
 - (a) LD charges are to be imposed for late delivery.
 - (b) LD charges are to be made for the period delayed after installation time of 15 (fifteen) days.

b. **C&F / CIP / CIF cases** Liquidated Damages (LD) equal to 2% of contract value per month / part of the month, subject to maximum of 10% on the delayed supplies will be recoverable from the seller if the system/part there-of is not supplied and installed in the stipulated period as per detail mentioned at para “19 & 20” above . LD amount, if any, will be recovered from seller (local agent) in shape of CDR/Bank draft/Demand draft/Pay Order before release of 20% payment to foreign principal/manufacturer.

25. **Demonstration** The firms are to demonstrate the equipment by displaying actual equipment or through demonstration tape (if asked by the end user)before opening of commercial offer / concluding the final contract. Tech offer of firm will be considered rejected and Commercial offer will be returned un-opened, if the users ask for the demonstration and the seller fails to demonstrate their equipment within stipulated period given by the end user.

26. **Risk Purchase** If the items demanded (less medicine) remain un-supplied for over two months, the contract / purchase order to the firm may be cancelled and the item will be purchased through following resources at the risk and cost of the firm after giving the firm due notice/ warning by CPO: -

- a. Item will be purchased from next lowest bidder in Comparative Statement (CST).
- b. Item will be re-tendered on same specifications if 2nd lowest is not available.
- c. Item will be purchased through Local Purchase (LP).
- d. Any breaches of trust, if found, contract will be cancelled.
- e. Exorbitant rates if found at any stage of contract „even if payment is made“ the contract will be cancelled and firm will return / reimburse the over drawn amount

27. **Payment will be made as under: -**

a. **FOR basis.** 100% payment will be made after completion of supply and

satisfactory installation / commissioning of equipment.

- b. **C&F/CIP/CIF basis.** Payment through Letter of Credit (LC) or any other mode of payment will be made as following:-
 - (1) 80% payment will be made at the time of shipment on provision of following documents: -
 - (a) Air way bill
 - (b) Invoice
 - (c) Packing list
 - (2) Remaining 20% will be made after receipt of equipment, issuance of satisfactory installation / functioning report by the concerned projects and clearance of LD charges, if imposed.
28. **Withholding tax on goods and services:-**
 - a. Pursuant to amendment in first schedule of income tax ordinance 2001 with effect from 01 Jul 2015, the firms are required to submit copy of acknowledgement slip of tax return filed for the latest tax year (alongwith their quotations), to ascertain whether your firm is "filer or non filer" of tax return. In case, a firm wins the contract, at the time of claiming the payments against deliveries, a copy of above slip is to be attached with the bills/invoice to determine that the firm is a tax return "filer". If this copy is not attached, the firms are to be considered as "non filer" and tax will be deducted accordingly by the paying authorities.
 - b. As per requirements the "filer" status/acknowledgement slip of return filed would also be cross checked/reconciled with web portal of FBR.
29. Please note that this is only an invitation to tender and no commitment to you. General Manager (Procurement) also reserves the right to accept or reject all or any offer without assigning any reason for such action.
30. CPO reserves the right to increase/decrease the quantity at any time for conclusion of contract.
31. The list of projects / references where the quoted equipment has already been supplied / installed by your firm will be provided at the time of signing of the contract.
32. All firms registered with Fauji Foundation can participate in tender. However, un registered firms will participate by providing 5% earnest money of the quoted value in shape of bank draft. In case unregistered firm, if stands lowest in commercial offer, it has to get itself registered with Fauji Foundation as per instructions given on web site www.fauji.org.pk. In case firm fails to submit registration documents within 10 days of issue of information, earnest money deposited will be forfeited and item will be considered for award to next bidder.
33. In case of any dispute regarding terms and conditions of the contract / purchase order, quality of stores or any other difference between the parties, the matter will be referred to Director Svcs Fauji Foundation who will be the sole arbitrator and his decision will be final and binding on both the parties.
34. Hand written quotations are liable to be rejected.
35. **Ignoring of Offers.** No offer shall be considered if it:-
 - a. Is submitted without earnest-money by un-registered/registered firm or by a firm not registered for the particular store
 - b. Is received after the date and time fixed for its receipt.
 - c. Is unsigned.
 - d. Is ambiguous.
 - e. Is conditional.
 - f. Is given by firm black-listed, suspended or removed from the approved list.

- g. Is received with a validity period shorter than the required in the tender enquiry.
 - h. Does not conform to general conditions of the enquiry.
36. Firm's poor response / performance regarding supply of equipment and repair backup support for any equipment already installed in any FF Project may render the firm ineligible for shortlisting.
37. The copy of this IT, tender documents issued by CPO be signed and stamped on all pages these documents and attached with the technical offer.
38. It is imperative to go through all the terms and conditions of IT given on website for compliance. However, the proforma (attached as **Appendix – I**) is also to be filled, signed and submitted along with technical offer.
39. Please prepare your quotations as per specimen attached as **Anx-'A'**.
40. Please complete the Compliance Matrix as per specimen attached as **Anx-'B'**.
41. Firm to provide certificate that **“All IT Terms and conditions are accepted“** Specimen attached as per **Anx 'C'** which must be signed by CEO / MD of the firm and firm's stamp be also affixed. The contract has to be concluded as per terms and conditions stated in this invitation to tender. Any subsequent changes by the firm at the time of conclusion of contract (being post tender offer) are not to be accepted.
42. Firm to provide certificate that **“The firm is not blacklisted“** Specimen attached as per **Anx 'D'** which must be signed by CEO / MD of the firm and firm's stamp be also affixed.
43. You may attend and witness personally or through your authorized agent / representative the opening of the tender on the specified day/date. The representative / agent so detailed must be in position of authority letter as per **Anx 'E'** which must be signed by CEO / MD of the firm and firm's stamp be also affixed.
44. After conclusion of contract Firm to provide fortnightly (after every 15 x days) report / Progress of delivery of equipment till delivery of equipments with reasons delay (if any). The copy of delivery challan must also be provided on the same day on delivery of equipment to projects / hospital to avoid imposing of LD charge.
45. **Special Note:** **Please note that quoted Model / Equipment (Analyzer) must fulfill the following criteria / capacity :-**
- a. Detail capacity of per day test.
 - b. Nature of test to be carried out on quoted equipment (Specify details).
 - c. Details of reagents / Kits used in analyzer with offered price for contracted period i.e five years same may be mentioned in the technical offer with out rates .
 - d. Cost of Reagent / Kit (be mentioned in separate commercial offer) and Number of tests to be carried out per kit. The rates must be valid for 3 years for subsequent supply of reagents.
 - e. The commercial offer for equipment be put in separate sealed envelope and similarly rates per test (commercial offer for reagent) should also be mentioned in separate commercial offer.
 - f. Attachment of manufacturer calculator duly filled in all respect alongwith relevant technical data is mandatory, without this, offer will be rejected.
 - g. The instructions for commercial proposal issued at para 3 ante must be followed.

Senior Manager (Procurement)
Fauji Foundation Head Office
68 Tipu Road, Fauji Tower
Chaklala Rawalpindi
Tel : 5951821-40, Extn-1357/1366
IT No: FF/3651/2022-23/Projs/CPO

Nov 2022

Anx- 'A'

COMPLIANCE MATRIX

IT Ser No Nomenclature of Item Project

Ser	Nomenclature	Item Description / Specifications	Compliance by the Firm (Yes / No)
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Name of Firm _____

Station: _____

Date: _____

(Name and Signatures of the CEO/MD of the firm)

Anx- 'B'

QUOTATION AGAINST FAUJI FOUNDATION

IT# DATED

It is certified that all terms and conditions given in above mentioned IT are acceptable and the quotations given below are submitted for consideration please.

Quotation No & Date	Validity (Minimum four Months)	Nomenclature of Eqpt & Model No, Country of Origin/Mfr	Year of Launch in the Market	Qty	Unit Price without GST		Warrantee/ Guarantee	
					FOR	C&F	Free Service & Spares	Free Service after expiry of warranty in Column 10
(1)	(2)	(3)	(4)	(5)	(8)	(9)	(10)	(11)

Anx- 'C'

CERTIFICATE FOR ACCEPTANCE OF ALL THE TERMS & CONDITIONS

Certified that our firm accept all IT terms and Conditions and will abide by them.

Name of Firm _____

Station: _____

Date: _____

(Name and Signatures of the CEO/MD of the firm)

Anx- 'D'

CERTIFICATE REGARDING BLACK LISTING OF FIRMS

Certified that our firm has not been blacklisted by any government / semi government or private organization.

Name of Firm _____

Station: _____

Date: _____

(Name and Signatures of the CEO/MD of the firm)

CHECK LIST OF EM EQPT – TENDER OPENED ON

(It is imperative to go through all the terms and conditions of IT given on website for compliance. However, this proforma (check list) is to be filled, signed and submitted along with technical offer).

Item: _____ **Project:** _____ **Firm:** _____

Ser	Type	Yes	No
1.	Tech & Comm are in separate envelopes.		
2.	Country of origin as per IT specifications.		
3.	<u>In case of C&F:-</u>		
	a. Proforma Invoice attached. Fol information is available in proforma invoice:-		
	(1) HS Code		
	(2) Port of Shipment		
	(3) Port of Discharge		
	(4) Country of Origin		
	(5) Mode of Despatch by Sea or by Air		
	(6) Validity		
	(7) Name of project (Hospital)		
	(8) Firm's complete address		
	(9) Payment terms as per Invitation Tender (IT), clause 19 i.e 80% at the time of shipment and 20% after receipt /installation of eqpt		
	(10) Stamp or signature of the Manufacturer appended on proforma invoice.		
	(11) Address of consignee on Proforma Invoice mentioned as "General Manager Procurement, Fauji Foundation Head Office 68 Tipu Road Chaklala Rawalpindi"		
	b. Agency agreement on letter head of OEM/Principal.		
	c. Agency agreement signed by both the parties with validity.		
4.	<u>In case of bids in Local Currency (Pak Rupees):-</u>		
	a. Firm in Pakistan is auth distributor of OEM.		
	b. Firm holds valid agency agreement.		
5.	<u>Applicable for both (C&F and Local Currency):-</u>		
	a. Validity of qtn (06 months).		
	b. Two years warranty incl replacement of spare parts.		
	c. Ten years spares backup supports.		
	d. Quotation is submitted with earnest-money by un-registered firm.		
	e. Quotation submitted by the firm duly signed.		
	f. Conditional quotation submitted by the firm (details to be attached).		
	g. Is the firm black-listed, suspended or removed from the approved list.		
	h. Delivery schedule mentioned (4-6 weeks)		
	j. Details of after sales services facilities.		
	k. Each page of quotation numbered and signed.		

(Name and signatures of CEO of firm)