

OFFICE OF THE
MEDICAL SUPERINTENDENT
 CHILDREN HOSPITAL FAISALABAD
 Phone No. 041-9203065, Fax No. 041-9203069

INVITATION FOR BIDS

Tender Price Non refundable	Rs.1000/-
Last date of sale of tender	06-03-2023 10:00 AM
Last Date of Tender Receiving	06-03-2023 10:30 AM
Date and time of opening of tender	06-03-2023 11:30 AM
Call deposit	2% of Quoted Price
Venue	Office of Medical Superintendent

**TENDER DOCUMENTS 2022-23, FOR SERVICE, REPAIR & MAINTENANCE
 AGREEMENT OF VENTILATORS (WITH PARTS)**

Children hospital Faisalabad invites sealed bids / tenders from companies / firms registered with the Govt. for Service & Maintenance agreement of ventilators with parts.

- Interested eligible bidders may get the bidding documents from DMS (Purchase) office Children Hospital Faisalabad on submission of written application along with payment of non-refundable fee of Rs.1000/- (One thousand only). Bidding documents shall be issued up to **06-03-2023, at 10:00 am**.
- Single stage two envelopes bidding procedure shall be applied. 2 % of Estimated Quoted Price as Bid Security / Earnest Money in the shape of Deposit at Call in favor of Medical Superintendent Children Hospital Faisalabad is required to be submitted with the Technical Bid without which the offer shall be ignored.
- Sealed bids are required to be brought in person by the authorized representative of the interested bidders on **06-03-2023 till 10:30 am positively** in the Office of Medical Superintendent of Children Hospital Faisalabad. The bids received till the stipulated date **06-03-2023** & time shall be opened on the same day at **11:30 AM** in the presence of the bidders or their authorized representatives.
- The whole procurement will Governed and finalized under PPRA rules 2014.

**MEDICAL SUPERINTENDENT
 CHILDREN HOSPITAL FAISALABAD**

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INSTRUCTIONS TO BIDDERS

1. **Eligible bidders:** This Invitation for Bids is open to all Manufacturers / Importers / Sole Agents of Foreign Principals, sole distributors, on Free Delivery to Consignee's end basis. The importer / sole agent must possess a valid authorization from the Foreign Principal / Manufacturer.

THE BIDDING PROCEDURE

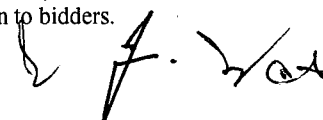
2. **Single Stage – Two Envelopes Bidding Procedure shall be applied:**
 - I. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain Separately the Financial Proposal with original CDR and the Technical Proposal with Photocopy of CDR without mentioning the CDR price.
 - II. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.
 - III. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened.
 - IV. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the hospital without being opened.
 - V. The Hospital shall evaluate the Technical Proposal, without reference to the price and reject any proposal which do not conform to the specified requirements/evaluation criteria.
 - VI. During the technical evaluation, no amendments in the technical proposal shall be permitted. Every page of technical bid shall be marked & sign stamp.
 - VII. The Financial Proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance.
 - VIII. After the evaluation and approval of the technical proposal, the hospital shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only.
 - IX. The financial proposal of bids found technically non-responsive shall be returned **un-opened** to the respective bidders.
 - X. The bid found to be the **lowest evaluated** bid shall be accepted.

THE BIDDING DOCUMENTS

3. **Content of Bidding Documents:**
 - i. The goods required, bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents shall include: -
 - a. Instructions to bidders
 - b. Schedule of Requirements
 - c. Technical Specifications
 - d. Contract Form
 - e. Manufacturer's Authorization form
 - f. Proprietary Certificate in case of sole manufactured/Imported items
 - g. Bid Form
 - h. Price Schedule
 - i. Manufacturing License
 - j. Price Reasonability Certificate
 - k. Certificate on Stamp Paper of worth Rs.50/-
 - l. General and Special conditions regarding purchase and procurement as given in the Punjab Procurement Rules, 2014 (amended).
 - ii. The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.
 - iii. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the bidder's risk and may result in the rejection of its bid.
4. **Clarification of Bidding Documents:** A prospective bidder requiring any clarification of the bidding documents may notify the hospital, in writing. The hospital shall respond in writing to any request for clarification of the bidding documents, which it receives no later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the hospital response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective bidders that have received the bidding documents.
5. **Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, the hospital, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment. All prospective bidders that have received the bidding documents shall be notified of the amendment in writing or by phone, and shall be binding on them. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Medical Superintendent Children Hospital Faisalabad at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

6. **Documents Comprising the Bid:** The bid shall comprise the following components:
 - (a) Bid Form and Price Schedule completed in accordance with instruction to bidders (to be submitted along with financial proposal)
 - (b) Documentary evidence established in accordance with instruction to bidders that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
 - (c) Documentary evidence established in accordance with instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the bidding documents; and
 - (d) Bid Security, if any furnished in accordance with instruction to bidders.

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7. **Bid Form & Price Schedule:** The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their strength, packing, quantity, and prices.
8. **Bid Prices:**
- i. The bidder shall indicate on the appropriate Price Schedule the unit prices, it proposes to supply under the Contract.
 - ii. Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration / correction must be initialed. Every page is to be signed and stamped at the bottom. Total number of the pages of bid must be mentioned. Serial number of the quoted item may be marked with red / yellow marker.
 - iii. The bidder should quote the prices of goods according to the strength / technical specifications as provided in the Form of Price Schedule and Technical Specifications. The specifications of goods, different from the demand of bid enquiry, shall straightway be rejected.
 - iv. The bidder is required to offer competitive price. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Hospital.
 - v. Prices offered should be for the whole financial year. Conditional offer shall be considered as non-responsive bidder.
 - vi. While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.
9. **Documents Establishing bidder's Eligibility and Qualification:**
- a. The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
 - b. The documentary evidence of the bidder's eligibility to bid shall establish to the Hospital satisfaction that the bidder, at the time of submission of its bid, is an eligible as defined under instruction to the bidders
 - c. The documentary evidence (to be submitted along with technical proposal) of the bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Hospital satisfaction:
 - d. In case of sole agent /importer, firm shall have to produce letter of authorization from Manufacturer (Foreign Principal) and in case of Manufacturer, documentary proof registration certificate, to the effect that they are the original manufacturer of the required specifications of goods, shall be provided.
 - e. National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable) with documentary proof shall have to be provided by each bidder in the tender.
 - f. The bidder shall submit an affidavit on legal stamp paper of Rs.50/- that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
10. **Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:**
The bidder shall furnish along with Technical Proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the bidder proposes to supply under the Contract.
11. **Bid Security:**
- i. The bidder shall furnish, as part of its Technical Proposal, Rs.2 % of estimated quoted price in the shape of CDR in the name of Medical Superintendent Children Hospital Faisalabad. The bid security of the successful bidder's shall be retained by the hospital and will be returned after successful completion of the contract.
 - ii. The Bid Security is required to protect the hospital against the risk of bidder's conduct, which would warrant the Security's forfeiture, pursuant to instruction to bidders.
 - iii. The Bid Security may be forfeited:
 - (a) If a bidder withdraws its bid during the period of bid validity; or
 - (b) In the case of a successful bidder, if the bidder fails:
 - I. To sign the Contract in accordance with instruction to bidders.
 - OR
 - II. To complete the supplies in accordance with the General Condition of Contract.
12. **Bid Validity:**
- i. Bids shall remain valid for the period of **Six Months (180 days)** after the date of opening of Technical Bid, prescribed by the hospital. A bid valid for a shorter period shall be rejected as non-responsive.
 - ii. The Hospitals shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
 - iii. bidders who, -
 - (a) Agree to the Hospital's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
 - (b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities (earnest money).

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13. Format and Signing of Bid:

- i. The bidder shall prepare and submit its bid along with original purchase receipt. The bid shall be typed and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
- ii. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

SUBMISSION OF BIDS**14. Sealing and Marking of Bids:**

- i. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The inner and outer envelopes shall:
 - a. Be addressed to the Medical Superintendent Children Hospital Faisalabad and;
 - b. Bear the name and number indicated in the Invitation for Bids.
- ii. The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as "non-responsive" or "late".
- iii. If the outer as well as inner envelope is not sealed and marked as required by instruction to bidders, the hospital shall assume no responsibility for the bid's misplacement or premature opening.
15. **Deadline for Submission of Bids:** Bids must be submitted by the bidder and received by the Hospital, no later than the time and date specified in the Invitation for Bids. The Medical Superintendent Children Hospital Faisalabad may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with instruction to bidders, in which case all rights and obligations of the Hospital and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
16. **Late Bid:** Any bid received after the deadline for submission of bids prescribed, shall be rejected and returned unopened to the bidder.
17. **Withdrawal of Bids:** The bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instruction to bidders. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its Bid Security (Earnest Money), pursuant to the instruction to bidders.

OPENING AND EVALUATION OF BIDS**18. Opening of Bids:**

- i. Initially only the envelopes marked "TECHNICAL PROPOSAL" Shall be opened in the presence of bidders' representatives who choose to attend, at 11:30 AM on 06-03-2023 in the Conference Room Children Hospital Faisalabad. The bidders' representatives who are present shall sign the Attendance Sheet evidencing their attendance. However, the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Hospital without being opened and till completion of the evaluation process.
- ii. The bidders' names, item(s) for which they quoted their rate, serial number of the item and such other details if considered appropriate shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details, if considered appropriate shall be announced.
- iii. The minutes of the bids opening (technical and financial) shall be recorded.
19. **Clarification of Bids:** During evaluation of the bids, the Authority may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
20. **Preliminary Examination:** All the bids shall be examined to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
 - i. In the financial bids the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid shall be rejected, and its bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail. Bid prices should be in Pakistan rupees.
 - ii. Any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, may be waived provided such waiver does not prejudice or affect the relative ranking of any bidder.
 - iii. If a bid is not substantially responsive, it shall be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity.
21. **Evaluation & Comparison of Bids:**
 - i. Substantially responsive bids shall be evaluated and compared.
 - ii. The evaluation of technical proposal / bid shall be on the basis of previous performances, previous test reports, previous experience, financial soundness and such other details as the Authority, at its discretion, may consider appropriate, shall be considered. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instruction to bidders and bid Security.
 - iii. All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents.
 - iv. A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

22. **Qualification & disqualification of bidders:** A bidder shall be disqualified if it would be finding, at any time, that the information submitted by him concerning his qualification was false and materially inaccurate or incomplete.
23. **Rejection of Bids:** The Medical Superintendent may reject any or all bids at any time prior to the acceptance of a bid. The Medical Superintendent shall upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds. The Hospital incurs no liability, solely towards bidders who have submitted bids. Notice of the rejection of any or all bids shall be given promptly to the concerned bidders that submitted bids.
24. **Announcement of Evaluation Report:** The results of bid evaluation shall be declared prior to the award of procurement contract.

AWARD OF CONTRACT

25. **Acceptance of Bid and Award criteria:**
 - A) The bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Provincial Government, shall be awarded the letter of approval of rates, within the original or extended period of bid validity. The approved rates will remain valid up to one year from the date of signing of contract agreement between competent authority and firm/ bidder which may further be extendable for a period of another three months (if required).
 - B) **The Successful bidder will furnish a performance guarantee in the form of CDR/bank guarantee amounting to 5% of the total awarded price.**
26. **Inspections and Test / Analysis:**
27. All repairs will be subject to inspection by end user and BME/technical staff.
28. Furthermore, if your firm provides continuous unsatisfactory services / performance or found indulge in corrupt and fraudulent practices as defined in rule 21 of PPRA rules 2014, your 5 % performance guarantee will be forfeited and your firm will also be declare as "**Blacklisted**" under rule ibid after fulfilling all the codal and legal formalities.
29. **Transportation:** Transportation including loading / unloading of goods shall be arranged and paid for by the Supplier.
30. **Warranty:** The repair shall be subject to uptime guarantee as describe in the maintenance agreement.
31. **Termination for Default:** The Medical Superintendent, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part, if 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 or if the Supplier fails to perform any other obligation(s) under the Contract and if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. In case the firm fails to execute the contract/supply order satisfactorily with the hospital, the institution reserves the right to purchase the item from the market at the risk and cost of the defaulting firm. The hospital also reserves the right for the suspension/ cancellation of contract/blacklisting of the defaulting firm.
If the firm fails to execute the contract/supply order satisfactorily then the hospital reserves the right to forfeit the security of the contractor and may award the contract to the second lowest.
The bidder shall furnish as part of its technical proposal / bid, 2 % of Estimated Quoted Price as Bid Security in the shape of CDR in the name of Medical Superintendent Children Hospital Faisalabad. The technical bid found deficient of the bid Security shall not be considered. No personal cheque shall be acceptable. The previous bid Security (if any), if available, shall not be considered or carried forward.

ELIGIBILITY CLAUSE: -

1. In case of sole distributor/ sole agent/ manufacturer , the firm should provide sole distributor / sole Agency agreement from Principal.
2. The company should have proper workshop with required test tools for calibration of the system, which can be verified by the hospital committee/ Bio Medical engineer if required.
3. The company should have trained qualified Engineers and should have experience of repair of Electro Medical Equipment in the demanded equipment.

SPECIAL INSTRUCTIONS

1. Interested bidders / firms should quote their monthly rates against the scope of work attached at scheduled-1. The rates must in figure and words on the prescribed Performa / tender form. (hand written tender forms will not be accepted)
2. Interested bidder will attach call deposit @ 2 % of Estimated Quoted Price of the year with the offer in the form of deposit at call.
3. Any erasing / cutting / crossing etc. appearing on the offer must be properly signed by the person signing on the tender. Moreover, all pages of the tender must also be properly signed and stamped.



5. The bidders are required to enclose /furnish along with their offer, the following: -
- **Tender receipt.**
 - **Tender Documents Stamped / signed properly.**
 - **Price reasonability certificate.**
 - **National Tax Number Certificate.**
 - **Certificate of General Sales Tax.**
 - **Copy of the National Identity Card.**
6. In case the firm fails to execute the agreement satisfactorily with the hospital, its call deposit and security will be forfeited and the institution reserves the right to get repair of machinery from the open market at the risk and cost of the defaulting firm. The hospital also reserves the right of the suspension/ cancellation of contract/blacklisting of the defaulting firm.
7. A certificate to the effect that the prices quoted are not more than the prices charged against same quality and services from any agency (Govt. or Private) in Faisalabad and in case of any discrepancy, the supplier shall undertake to refund the payment charged in excess, whenever detected.
8. The contractors must submitted:
- i. **List of their workers.**
 - ii. **List of their clients.**
 - iii. **List of machinery and tools.**
1. In case of any dispute between head of hospital administration and firm the decision of the Medical Superintendent Children Hospital Faisalabad, shall be final, and not challengeable in any court of law.
2. **Quoted rates will be considered as final and there will no price negotiation as mention/according to PPRA Rules.**

NOTE: Firm will be fully responsible to repair the whole unit as per manufacturer's Recommendation incase of any fault in the machine. No spare parts will be provided by the institute.

READ, UNDERSTOOD & ACCEPTED

CONTRACTOR SIGNATURE & STAMPED

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FOR SERVICE & MAINTENANCE OF VENTILATORS (WITH PARTS)

1.	ANNUAL REPAIR & MAINTENANCE OF VENTILATORS WITH PARTS
	Make: Drager Germany Model: Evita v300 QTY :02
	Make: Lowenstein Medical Germany Model: Elisa QTY :03

1. Engineer should visit once in a monthly and submit satisfactory report to the authority.
2. Quote your rates for comprehensive service with comprehensive maintenance of equipment including service, any disposable item (Oxygen cell Batteries, Expiratory Valves/Cassettes/Sensors high vacuum) and any other durable required in the equipment for **One Year** as per terms and conditions attached (extendable for three months if both parties agreed). The damaged old part will be property of hospital.
3. The rates once concluded will be final and contractor shall be bound to provide services throughout the contract period and any extended period, irrespective of currency devaluation or any duty imposed by the government or other reason (s).
4. Contractor will provide the services within specified time,
5. Company will replace the machine with a provisional alternate company machine till the original machine of the hospital is repaired so that the work of the hospital should not be stopped
6. **Response time/Repair Time.**
 - i. 02 hours on every call
 - ii. Minor repairs same day.
 - iii. Repair with replacement of parts available in local market 3 days.
 - iv. Repair with replacement of parts not available in local market 15 days and he will submit a certificate that the part is not available in the local market.
7. If contractor fails to provide services within specified period, the same will be hired from the open market or from the next lowest (if acceptable) on risk purchase basis without any notice to the contractor. The said sum will be deducted from the next bill/security deposit of the contractor or will be treated according to PPRA rules.
8. The contractor will submit three copies of bill against services rendered quarterly to the store keeper concerned duly supported with one photocopy of service contract and service reports.
9. The Firm is Fully Responsible to repair the machine as per manufacturer's recommendation in case any Fault occurs during the span of contract period and must ensure to rectify the fault without any delay.

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Children Hospital Faisalabad**Tender 2022-23****Firm / Company Information: -**

- Firm Name:

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- Head Office Address:

Phone No.	E-mail No.
Fax No.	Web No.

- Firm must have National Tax Number: -

National Tax Number	
GST Certificate	

All Terms and Conditions are accepted and quoted rates are inclusive of all taxes.

Signature and Name of Proprietor/Authorized Person

Firm's Name.

Dr. H. J. V. S.

TECHNICAL CRITERIA FOR EVALUTION OF FIRMS**PART A:****COMPULSORY PARAMETERS**

Sr#	Parameters	Documents required
1	Valid CDR as bid security 2 % of Estimated Quoted Price	Attach original with financial bid and a copy with technical bid
2	Tender purchase receipt	Attach with technical bid
3	NTN and GST Certificates valid up to 30-12-2023	Attach valid NTN & GST/PRA Certificates
4	Undertaking of no blacklisting under PPRA Rule	Attach with technical bid

Note: only eligible firms from compulsory parameters will be scrutinized further for part - B

PART B:**ORDINARY PARAMETERS**

Sr #	Parameter	Details		Maximum Marks	Remarks	
1	Past Performance	1	No Institution Served	0	15	Institutions include Govt. organizations; reg. private hospitals. Attach verifiable copies of relevant certificates / Order.
		2	1 to 2 Institution Served	5		
		3	3 to 5 Institution Served	10		
2	Market Experience in Quoted Assignment	1	1 to 3 years	5	15	Attach attested copies of relevant certificate i.e registration with FBR.
		2	Above 5 years	10		
3	Financial Status	1	Tax Returns (last 3 years)	9	15	Photocopies of Income Tax return Sales Tax Certificate, Copy of Bank Statement year 2021-2022.
		2	Bank Statement	6		
4	Technical Staff	Bio Medical/Electrical/Electronics Engineer		25	The Bidder Is Required to attach attested copy of the relevant degree and appointment letter of concerned technical Staff along with training Certificates.	
		One				5
		More Than one				10
		Bio Medical Technician				5
		One				
More Than 2		5				
6	Work shop Status	List of Tools / Instruments and Equipment's	10	10	Attach list of Tools / Instruments / Equipment's	

Total Marks=80

Qualifying Marks=60

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OFFICE OF THE
MEDICAL SUPERINTENDENT
CHILDREN HOSPITAL FAISALABAD
Phone No. 041-9203065, Fax No. 041-9203069

**CONTRACT AGREEMENT OF REPAIR & MAINTENANCE OF VENTILATORS
(WITH PARTS) TENDER FY (2022-23)**

THIS CONTRACT AGREEMENT made at Children Hospital Faisalabad, the between Messer's....., herein called as "Contractor", having its registered office at.....

The Medical Superintendent, Children Hospital Faisalabad, their successors and legal assigns hereinafter called "Client: as part of the other part.

WITNESSES: -

WHEREAS the client intends that M/s maintains/repair the (equipment) called the "Equipment" and "M/s" agrees to maintain / repair the Equipment between (date).....andboth days inclusive, on the Following mutually agreed terms and conditions. Contractor M/s agreed to provide the client maintenance (Labor and parts) services for the complete system including Oxygen Cell, Batteries & Expiratory Valves/Cassettes/Sensors in the package. Contractor guarantees the availability of spare parts and accessories excluding disposable items. Whichever is applicable for the system during contract period.

With effect from (date) , service charges based on quoted value Rs..... equipment requiring maintenance, will be payable during the contract period to the company in four equal installments. The contractor will submit the bill at the end of every three months.

UPTIME GUARANTEE: -

Annual Uptime of 95% is considered as acceptable level of performance.

Uptime shall be defined as the time available to the user for doing data acquisition / processing during working hours 0800 to 1700 hours six days of week (except public holidays).

Contractor shall check Ventilators performance, every month. For every month "uptime percentage "will be calculated by the dividing "system in service" "hours by hours available" both measured on the basis of working hours as detailed in clause (ii) of this contract.

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If the uptime percentage for the measurement period shall fall short of 95% the following formula will be applied to determine additional days in the warranty / service contract period. Whichever is applicable?

	<u>UPTIME</u>	<u>PENALTY</u>
a.	100% - 95%	No Penalty
b.	95% - 90%	The warranty period will be extended by 2.0 times the number of days as extra down time.
c.	90% - 80%	The warranty period will be extended by 3.0 times the number of days as extra down time
d.	Below 80%	The warranty period will be extended by 4.0 times the number of days as extra down time

DOWN TIME

Downtime is defined as failure in equipment operation to acquire of process data, resulting in inability to carry out the required procedure properly.

Down time will start when the end user notifies the designated service facility verbally or in writing.

Contractor will provide the service telephone number accessible, round the clock. The response time of 02 Hours will be considered normal.

Downtime will end once the repairs have been affected and the system is again available for procedure / use.

The installation of the system improvement and updates as schedule by mutual agreement of both the parties as well as schedule preventive maintenance shall not be considered as downtime.

Qualified and fully trained / service support will be available from the contractor as a backup to the local Engineers during the contract period at no cost the client.

SCOPE OF WORK: -

- i. One (1) annual comprehensive maintenance of three days duration.
- ii. Eleven (11) monthly inspections of one day duration each.
The annual and monthly inspections will include.
 - Adjustment. Setting and lubrication.
 - Correction of detected defects which result from normal wear & tear and replacing parts, if necessary to maintain the system.
 - Installation /up-gradation of originally purchased software whenever made available by the manufacturer.
 - Field modification, if any, recommended by the manufacturer to improve performance and reliability.
- iii. Contractor shall also carry out necessary repairs, within the scope of this agreement, as and when required by the client. Furthermore, contractor shall provide support to operating staff of the equipment as and when considered necessary.
- iv. The client is expected to make the equipment to be maintained, available on the agreed dates/decided schedule. In case the client can't meet this requirement, he is obliged to inform the contractor to this affect at least three days prior to the agreed date.
- v. Firm should be provided the backup unit in case of major repair of machine.

G.I. R. J. V. A.

SPARE PARTS

- I. Contractor shall maintain spare parts inventory at a level to meet 95% uptime guarantee. Import of all parts required during the service contract period will be consigned to the Children hospital Faisalabad and will be cleared by the contractor, M/s.....
- II. Faulty Spare Parts will become absolute property of the hospital. However, if faulty spare parts is to be consigned to the manufacturer by the contractor , the contractor will write to Medical Superintendent of children hospital Faisalabad for approval. The faulty spare parts must be returned to the hospital before the expiry of contract period.

MISCELLANEOUS

In event of disputed / difference arising between the client and contractor, in connection to the matters contained in this agreement, shall be as far possible be settled amicably. However, if both the parties fail to arrive at amicable settlement, such disputed shall be settled through the arbitration according to arbitration act.

Contractor has the right to terminate the service contract agreement, if the client does not make the payments according to the agreed schedule, within the 60 days of receiving the notice of such delayed payment.

Client as well has right to terminate the contract if contractor fails to provide service as per contractor conditions, after being duly notified by the client in writing of its short comings and give reasonable time for remedial action.

FORCE MAJEURE.

Contractor agrees to perform all services in good faith. However, in the event of Force Majeure any party shall be entitled to suspend performance of obligation. Force Majeure shall be deemed to be any event or occurrence beyond such part's control, as a result of which said party is unable to comply with obligation or can't reasonably be required to do so and shall include acts of God, civil disturbance, wars, and acts of public enemy. Riots, strikes or work stop pages.

FOR THE CLIENT

.....

Children Hospital Faisalabad

FOR CONTRACTOR

.....

M/S

Witnesses:

- 1. _____
- 2. _____

Witnesses:

- 1. _____
- 2. _____

(Handwritten signatures)

CHECK LIST

Sr #	Required Information	Yes	No
1.	Call Deposit		
2.	Original Tender Receipt		
3.	Monthly rate quoted both in figure and word in financial offer		
4.	Original call deposit @ 2 % of Estimated Quoted Price with Financial Bid and copy with Technical Bid.		
5.	N.I.D Card copy of firm holder annexed.		
6.	N.T.N Certificate		
7.	Copy of Income Tax, sale Tax and Bank Statement annexed.		
8.	List of clients		
9.	List of Workers		
10.	Price Reasonability Certificate		
11.	List Tools / Instruments.		

Name, Sign and Stamp of Firm's representative

Date: _____


Incharge Services
Children Hospital Faisalabad


AMS/DMS (Purchase)
Children Hospital Faisalabad


Bio Medical Engineer
Children Hospital Faisalabad


Medical Superintendent
Children Hospital Faisalabad