

Government of Pakistan  
M/o Poverty Alleviation & Social Safety  
**PAKISTAN BAIT-UL-MAL**  
(Head Office, Islamabad)  
(Sector H-8/4 Islamabad (Tel No. 051-9269622))



**Bid No. 2294**

**For**

**PROCUREMENT OF LAB TESTING SERVICES FOR THALASSEMIA),  
(Pakistan Bait-ul-Mal Head Office)**

**Invitation to Bids**

Date : 25-07-2023

1. This invitation to Bids follows the procurement for the subject Project/Procurement which appeared in (PPRA & PBM Websites) vide dated 25-07-2023.
2. The (Pakistan Bait-ul-Mal Head Office) now invites sealed bids from eligible Laboratories of (Lab Testing Services for Thalassemia)
3. The bidding shall be conducted in line with the (Single Stage Two Envelope Procedure PP Rule, 2004 36 (b) which is reproduced as under:-
  - i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
  - 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 procuring agency without being opened;
  - (v) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
  - (vi) During the technical evaluation no amendments in the technical proposal

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shall be permitted;

(vii) The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;

(viii) After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective bidders; and

(ix) The bid found to be the \*most advantageous bid shall be accepted.

Procedure of public procurement Rules, 2004 and Regulation, Regulatory guides, Procurement guidelines or instructions issued by the Authority (from time to time) and is open to all Income Tax, Sale Tax registered and ATL Laboratories.



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## BID DATA SHEET/SUMMARY OF TENDER FORM

1	Name of Department	Pakistan Bait-ul-Mal Head Office, Islamabad
2	Name of bidder	
3	Subject of procurement	Lab Testing Services for Thalassemia
4	Cost of bidding document	PKRs.500/-
5	Period for delivery	Financial Year 2023-24
6	Financial year for the operations of the PBM Head Office	Financial Year 2023-24
7	The address of bidder	
8	Details and Provision of desired items or specification (as described in the bidding document). Sample(s) to be submitted by bidder with the bid (if required)	Not applicable
9	Language of bidding documents	English
10	Technical Evaluation Criteria	<b>Annexure-A</b>
11	Bid validity period	One Year
12	Last Day, Date & time for Submission of Bid	Thursday 10 <sup>th</sup> August 2023 (1100 hrs)
13	Date of Bid Opening	10 <sup>th</sup> August 2023
14	Time of Bid Opening	1130 hrs
15	Address for Submission & Opening of Bid	Pakistan Bait-ul-Mal Head Office, Sector H-8/4 Islamabad (Tel No. 051-9269622)
16	Price schedule for goods	Rates to be quoted on Performa at <b>Annexure-B</b> ).

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## **GENERAL TERMS & CONDITIONS:**

- a. Rates should be inclusive of all applicable taxes and rates. Amount of GST shall be mentioned separately;
- b. The bid found to be most advantageous shall be accepted.
- c. Bid should be accompanied with bid securing declaration on the format at **Annexure-C**.
- d. Bid (both Technical and Financial) will be opened in the presence of bidders or their authorized representatives;
- e. The announcement of evaluation of bid(s) shall be made in accordance with PP Rule, 35, 2004;
- f. PBM Head Office reserves the right to request additional supporting or supplementary data from the bidder(s), accept any proposal in whole or in part and contact any number of candidates as required to achieve the overall evaluation objectives;
- g. Pakistan Bait-ul-Mal Head Office reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals. PBM reject all bids or proposal at any time prior to the acceptance of bid or proposal in line with PP Rule 33, 2004;
- h. The PBM Head Office will send a draft of the contract to the successful bidder promptly after the notification of the award clearly mentioning all the terms and condition as agreed by the parties to the contract;

### **1. PROPOSAL EVALUATION:**

- a) Single Stage Two Envelope Procedure shall be adopted for open competitive bidding in line with PP Rule, 2004 (36 b).

### **2. Examination of Proposal**

The Tender Committees will examine the proposals whether they are complete in all respects, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order.

### **3. Corrections of Arithmetic Errors (If any)**

Arithmetical errors will be rectified on the following basis: If there is 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 errors, its proposal will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

### **4. DELIVERY PERIOD:**

The Laboratory (s) shall be responsible to conduct the test (s) within time period as prescribed by Pakistan Bait-ul-Mal from time to time.

### **5. SALES TAX AND OTHER GOVERNMENT DUTIES:**

Payment of all taxes, duties, Octroi Charges, Sales Tax (if applicable), Income Tax, Freight charges and other Government charges will be the responsibility of the bidder(s), and he will not claim more than the offered rate. Offered rate should be inclusive of all taxes.

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**TERMS OF PAYMENT:**

- a. No advance payment shall be made to the bidder(s);
- b. Payment will be made through crossed cheque in accordance with work orders / detail of beneficiaries provided by PBM & after deduction of tax as per government rules;
- c. Bidder(s) will be entitled for payment against his bills duly supported with the following documents: -
  - i. Bill in with GST, NTN number and GST Invoice;
  - ii. Test report (s);
  - iii. Certificate to effect that the billed amount has not been claimed or received earlier.

**6. FAILURE AND TERMINATION OF CONTRACT:**

The bidder shall be black listed, if failed to comply with the terms & conditions of bidding documents / contract.

**7. RESPONSIBILITY FOR EXECUTING THE CONTRACT:**

The bidder(s) will be fully responsible for successful execution of the contract in all respects and in accordance with terms and conditions as specified in the contract.

**8. INTEGRITY PACT PROFORMA:**

If applicable, duly filled, signed and stamped integrity pact proforma should be attached with the tender documents (**Annexure-D**).

**9. LAWS GOVERNING THE CONTRACT:**

The contract shall be governed by the provision of Law of Pakistan. A binding contract has been concluded with the issuance of this letter and that the provisions of this contract shall be binding on bidder (s).

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## **INSTRUCTIONS TO BIDDERS:**

### **1. Conflict of Interest (COI)**

A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder(s) shall be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

- a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PBM Head Office(s) to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- b) have controlling shareholders in common; or
- c) receive or have received any direct or indirect subsidy from any of them; or
- d) have the same legal representative for purposes of this Bid; or
- e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the PBM Head Office(s) regarding this Bidding process; or
- f) Submit more than one Bid in this Bidding process.

### **2. Bidder Eligibility**

A Bidder shall be eligible if :-

- a) He is not declared bankrupt or, in the case of company or firm, insolvent;
- b) No payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;
- c) No legal proceedings are instituted against Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
- d) Not convicted, by a final judgment, of any offence involving professional conduct;
- e) Not blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.
- f) The firm, supplier and contractor is not blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
- g) All goods and related services to be supplied under the contract have their origin in eligible source countries, and all expenditures made under the contract are limited to such goods and services.

**All Participating Bidder(s) shall provide above (a) to (g) evidence on Judicial Stamp paper.**

3. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the PBM Head Office(s) shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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The Bidder shall examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and will result in the rejection of his Bid.

4. A participating Bidder requiring any clarification of the Bidding Documents will notify the PBM Head Office(s) in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the Bidding Documents (BDS) provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids.
5. If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
6. **Components of Bids**

The Bid prepared by the Bidder shall constitute the following components:

  - i. Sample(s) alongwith details, if applicable and requested in the **BDS**.
  - ii. Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid;
  - iii. All items in the Statement of Work must be listed and priced separately in the Price Schedule(s) as enclosed as **Annexure-B**. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items;
7. Prices quoted by the Bidder shall be fixed as per agreed terms & conditions of the contract and not subject to variation on any account.
8. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.
9. Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the PBM Head Office. A Bid valid for a shorter period shall be rejected by the PBM Head Office(s) as non-responsive.
10. Initial Bid validity period can be extended prior to expiration of initial bid validity period under exceptional circumstances only once, for the period not more than the period of initial bid validity

**11. The Bid Security shall be forfeited or the Bid Securing Declaration executed:**

- a. if a Bidder:
  - i) withdraws its Bid during the period of Bid Validity as specified by the PBM Head Office, and referred by the bidder on the Form of Bid; or
  - ii) does not accept the correction of errors
- b) in the case of a successful Bidder, if the Bidder fails:
  - i) to sign the contract; or
  - ii) to furnish performance security (or guarantee) If required.



Bidders must send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the PBM Head Office(s) against any claim or failure to read out the correct information contained in the Bidder's Bid.

12. The Bidders' representatives who are present shall sign the attendance sheet.
13. Any effort by a Bidder to influence the PBM Head Office(s) processing of Bids or award decisions will result in the rejection of its Bid.
14. Notwithstanding, from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the PBM Head Office(s) on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
15. To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the PBM Head Office(s) can, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the PBM Head Office(s) shall not be considered.
16. The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication.
17. Any Bidder feeling aggrieved by any act of the PBM Head Office(s) after the submission of his bid may lodge a written complaint concerning his grievances not later than seven (07) days of the announcement of technical evaluation report and five days after issuance of final evaluation report
18. In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:
19. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
20. Before the deadline for submission of Bids, the PBM Head Office for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
21. Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the PBM Head Office.

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## FORCE MAJEURE

- i. For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of a party and which makes a party’s performance of its obligations under the Contract / Letter of Acceptance impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions, confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be within jurisdiction of Pakistan Bait-ul-Mal Head Office, Islamabad. The award shall be final and binding on the parties. The Contractor shall not be liable for liquidated damages, blacklisting for future tenders, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.
- ii. If a Force Majeure situation arises, the contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.
- iii. PBM Head office shall be the final authority in case force majeure and his decision will be not challenged in any court of law



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**SCORING CRITERIA FOR TECHNICAL EVALUATION:****Maximum Marks: 100****Passing Marks:70**

<b>1</b>	<b>Years in Laboratory Services (Documentary Evidence to be provided)</b>	<b>Point (15)</b>
	Less than 5 Years	<b>05</b>
	5 Years to 10 Years	<b>10</b>
	More than 10 Years	<b>15</b>

<b>2</b>	<b>Existence in Major Cities</b>	<b>Point (10)</b>
	Less than 10 Cities	<b>05</b>
	More than 10 Cities	<b>10</b>

<b>3</b>	<b>Accreditation with Pakistan Nuclear Regulatory Authority (PNRA)</b>	<b>Point (15)</b>
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<b>4</b>	<b>Accreditation with Pakistan National Accreditation Council (PNAC)</b>	<b>Point (15)</b>
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<b>5</b>	<b>No of Corporate/ Government Organization on panel (list attached)</b>	<b>Point (15)</b>
	Less than 5 organization	<b>05</b>
	5 to 10 organization	<b>10</b>
	More than 10 organization	<b>15</b>

<b>6</b>	<b>No of Private/ Government Hospital on panel (list attached)</b>	<b>Point (10)</b>
	Less than 5 Hospital	<b>05</b>
	More than 10 Hospital	<b>10</b>

<b>7</b>	<b>No. of Thalassemia Test on annual basis</b>	<b>Point (10)</b>
	Up to 50	<b>05</b>
	More than 50	<b>10</b>

<b>8</b>	<b>Digital Communication (Web portal and mobile app access)</b>	<b>Point (10)</b>
	Web Page	<b>05</b>
	Web Page, Portal & App	<b>10</b>

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**PRICE SCHEDULE**

Sr.#	Test Name	Specification	Quantity	Unit Price excluding GST	Rate of GST	Unit Price Inclusive of GST	Total Inclusive of GST	Price of
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								



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***Form of Bid-Securing Declaration***

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*  
No.: *[number of Bidding process]*  
To: *[complete name of PBM Head Office]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid- Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*

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**(INTEGRITY PACT)**

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

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

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

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

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

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

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

Name of Buyer: .....  
Signature: .....  
[Seal]

Name of Seller/Supplier: .....  
Signature: .....  
[Seal]



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