

TENDER DOCUMENT

Procurement of Chemicals for N-Deavour, NHT-NUST Islamabad, Pakistan

Tender Reference # NUST/NHT/DSM/12/1

PROCUREMENT OF THE FOLLOWING ITEMS

a Procurement of Chemicals for N-Deavour (Drug Eluting Stent System)

1. Bids are invited from authorized well-established suppliers, OEMs or distributors having NTN / Sales Tax registration with active ATL Status in FBR record with modern facilities for supply and delivery of "Raw Material for N-Deavour" at NHT- NUST Islamabad". Complete specifications and required quantities have been mentioned and attached as (Annex-A).

2. **SUBMISSION OF QUOTATIONS/ BIDS**

a. Quotations / Bids must be submitted in two sealed envelopes.

b. Sealed envelope having technical offer is to be marked as "Technical Bid".

c. Sealed envelope having financial offer and earnest money is to be marked as "Financial Bid".

e. Envelope must bear firms' postal / email addresses and phone numbers etc and marked as equipment for NHT Tender Reference. NUST/NHT/DSM/12/1
It is to be addressed to:

President Local Purchase Committee, Office no 02, NHT,
NUST, Sector H-12 Islamabad

d. Items will be selected / finalized as a complete lot.

e. Selection / evaluation of item(s) would be done according to selection criteria.

3. **Quotations & Single Stage -Two Envelop**

a. Sealed bids must include quotation, detailed specifications and all other relevant technical details of the quoted item(s) as attached at Annex "A"

b. Financial quotations must indicate rates for each item separately and include all applicable taxes i.e. with GST etc. Any exemptions in taxes by the federal government (where applicable) must also be indicated.

c. Financial Quotation must be submitted in the following format as per attached at Annex-B at your company letterhead.

* NUST being educational institute is already exempted from GST on Lab/Research related equipment as per "Serial No. 52 of the Table -I of the Sixth Schedule to the Sales Tax Act, 1990 provides the exemption from levy of sales tax on IMPORT

Kindly note that any other (Provincial taxes) other than Federal Govt. taxes shall be bear by the supplier.

d. Firms must submit earnest money (refundable) equal to 2% of total quoted value with the financial bid as pay order / bank draft in favor of NHT, NUST.

e. Firm's must submit authorization letter as evidence of their level of relationship (i.e. partner, distributor and reseller with the principle). This letter is to be obtained from the original equipment manufacturer (OEM) and should be valid up to Dec 2022

f. Detailed bids are to be submitted on Firm's letterhead duly signed by an authority/Signatory of the Firm. It must also include following documents pertaining to the Firm:

- (1) Income and Sales tax certificates.
- (2) Record of taxes deposited in last one year.
- (3) Company profile.
- (4) Bank statement for last one year.
- (5) Where to subject services provided in last 2 years.
- (6) Quality Certification(s) - (if any).
- (7) OEM's Authority letter/authorization letter (if applicable).
- (8) Non-black listing record certificate on stamp paper/letter head.
- (9) Dully filled-in and signed annex "D,E,F &G"(Attached with this document)

g. Bidders are to provide quotes with validity of at least 60 days.

h. All items should be quoted with 02 warranties, support and upgrade period for the product.

i. Selected firm shall provide "Performance Guarantee/Security" equal to 10% of the contracted value in the form of CDR / Bank Draft/Performance Security valid for the entire warranty period.

4. **COST EFFECTS:** The total cost of each quoted item (wherever applicable) will be distinctly broken down as under: -

- a. Item Price.
- b. Insurance.
- c. Freight charges.
- d. Taxes / Clearance Charges / Duties.
- e. Installation Charges.
- f. Training at sight
- g. Any other charges not mentioned would not be considered later.

5. **GENERAL INSTRUCTIONS FOR FIRMS/SUPPLIERS**

a. Tender Document may be obtained from NHT during working hours (0900 -1700 hours) at the cost of Rs. 3000/- in the shape of Draft at the name of "N-ovative Health Technologies-NHT having NTN No. 8257699-1

b. The financial bid should be quoted on incoterm **FOR NUST Islamabad basis**. The supplier will be bound to deliver the equipment at NHT, NUST at his expense.

c. Taxes i.e. custom duty, excise duty, income tax, insurance charges, Bank charges, custom clearance etc., will be paid by supplier.

e. The fitting/installation charges to be included in the bid price. No additional charges will be accepted during the installation / commissioning and training.

f. All stake holders would maintain secrecy / confidentiality of information. Mutual information shall not be shared with un-authorized firm(s) / person(s).

- g. The completed work will be verified as per NHT / NUST standards.
Salient features are as follows: -
- (1) Complete Documentation & Labeling.
 - (2) Registration of NHT /NUST as user and customer against all procured items with the manufacturer (where applicable).
 - (3) Conduct and quality of training if required.
 - (4) Companion Software, Latest stable Operating System (where applicable).
 - (5) The bidders must meet our specifications requirements or equivalent.
 - (6) Firms are to ensure that warranty for subject period against quoted items.
- h. NUST reserves the Right to purchase at risk-and-expense of Supplier, if the selected supplier, fails to complete the order, or delays to supply within the quoted delivery time or extended time given by NHT, supplies substandard / low quality items and may resort to the following: -
- (1) Purchase single, all or unsupplied quantity of item(s) as the case may be on supplier's Risk and Expense.
 - (2) Performance Security/ Guarantee / Earnest Money.
 - (3) Initiate administrative action.
- i. Only one Representative from each bidder would be allowed to witness the opening of tenders, without conferring any privileges. No mobiles phones / recorders would be allowed inside the bid-opening room.
- j. Contract Agreement shall be assigned with the successful bidder(s), as per NUST policy. The provision of stamp paper (Rs. 100/-) shall be the responsibility of firm which shall be delivered to NHT for award of contract within 3 days of issuance of Purchase Order.
- k. In case of dispute, decision of CEO NHT - NUST shall be final and binding on both the parties.
- l. Supplier shall be responsible for all the clearances and transportation of sample or the bulk up to / within NUST premises and provisioning of loading/ un-loading labor would be the responsibility of the supplier.
- m. Subletting of the bid will disqualify the successful vendor.
- n. Submission of quotations / bids through email / fax is not admissible.
- O. Integrity Pact envisaged in PPRA rules will apply.
- P. Bids can be withdrawn by the firm within three working days of its submission, but not more than one week.
- q. Firms will have to arrange demo of equipment (if possible) on request from NHT technical team.
- r. The supplied items must have service and operations manuals and operating software (where applicable) for all quoted items.
- s. Bids shall be rejected if rate(s) are incomplete, unclear, conditional, altered or ambiguous.

- t. Bids shall be rejected if required detail of specifications, brand, origin, make, model, warranty, support period etc are not clearly quoted / mentioned. No margin shall be given on this account.
 - u. Late submissions would not be entertained at any cost.
 - v. Moreover, tender notice is only an invitation to offer quotations / bids. The competent authority may reject all quotations / bids or cancel the tender as per rules laid down by PPRA.
6. **DELIVERY PERIOD.** The delivery time should not be more than 2 to 3 weeks. Installation, testing, integration and commissioning time if applicable shall not be more than 1 week. (Relaxation may be granted as per merit of the case).
7. **PENALTY & LATE DELIVERY.** In the event of any delay in delivery, the firm shall inform NHT before expiry of such period giving reasons / justification for delay. However, purchaser reserves the right to take following actions: -
- a. Evaluate the request for extension in delivery period as per its merit and may consider extension in delivery period or otherwise.
 - b. In case of late delivery for the reasons well within control of the firm, liquidation damages at the rate of 1% per week but not exceeding 10% of the total value of the undelivered stores / items may be levied.
 - c. May cancel the contract.
 - d. The purchaser's decision under this clause shall not be subjected to arbitration.
8. **INSPECTION/TESTING.** NUST Inspection Committee / Faculty will inspect and test the supplied tools/items as per specifications and accessory list after arrival at the premises. All tests if applicable would be conducted in the presence of NHT team and test reports if required would be signed by both the parties and submitted to NHT.
9. **TERMS OF PAYMENT.** No advance payments would be made. However, following payment terms and conditions will be applicable on mutual agreement: -
- a. In case of FOR NUST Islamabad. 100% amount will be released on delivery at NHT after verification by the respective committee and successful inspection, checking & commissioning of the equipment duly confirmed by NHT technical team on FOR cases.
 - b. In other cases, after successful delivery and commissioning if required of the item(s), inspection and commissioning certificates shall be signed by end user and submitted to NHT Finance Section for release of payment.
 - c. Payments will be made after deduction of income tax (withholding tax) and part of sales tax as per rules (wherever applicable).
 - d. Payments shall be stopped if Firm's "Taxpayer Status" is found missing on FBR's active taxpayers list. It shall remain stopped till firm status appears of back active taxpayers list.

10. **BID RECEIPT and OPENING.** Single stage — Two envelopes would be adopted for opening of the tender. Sealed envelope must reach on mentioned address by 1000 hours on **08 June 2022.**
11. For pre-bid clarifications / Technical queries, a pre-bid meeting shall be arranged NHT, NUST one week before of tender opening if found any query from vendors. Firms are advised to attend said meeting. Separate meetings would not be held.
12. Technical quotations will be opened in the presence of representative of the firm and members of NHT, NUST equipment purchase/evaluation committee at NHT at 1000 hours **08 June 2022.** Bids of the shortlisted firms shall be opened on **08 June 2022, at 1030am** at NHT, Conference room.
13. The bid opening may be postponed under unforeseen circumstances. However, in such a case, NHT/NHT, NUST will notify all the bidders well in time and communicate next date and time.
14. For queries (if any), firms may contact on and managerprocurement@nhtpl.pk or at telephone number 051-9085-6611-24. The subject of the email should include the PPRA tender reference number for intended action and reply.
15. **SOURCE AND NATIONALITY REQUIREMENTS:** The cooperating country for this procurement is Pakistan. The firms must not quote or supply any commodities or services that are manufactured or assembled in shipped from, transported through, or otherwise involving Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria, India, Israel, Afghanistan.
16. **WARRANTY.** Standard warranty service and repair within the cooperating country is required for all items under this procurement. The warranty coverage must be valid on all items for a minimum of one (01) year after their successful supply and Inspection. The lowest vendor will submit the 10% (of contract amount) in shape of B.G, performance security and bank draft at the name of “NHT having NTN No 8257699-1
17. **AFTER SALE SERVICE.**
- a. Supplier will guarantee the availability and the supply of Essential Maintenance Spares required to keep the equipment operational for a period of One (1) year from the date of inspection.
 - b. The firm would provide details of any improvements / modifications in the supplied equipment during warranty period / currency of the contract if carried out by the OEM.
18. **DEMURRAGE / LOSS OF CARGO.** If the cargo is lost due to any omission in the preparation of bill of lading, airway bill, the supplier will be responsible through insurance, for making the loss good. Supplier would be responsible for the correctness of all shipment documents. In case of failure on their part in this regard, the firm would be responsible for any demurrage or extra charges.
19. **SHIPPING/DISPATCH INSTRUCTIONS.** Shipping will be made by the supplier preferably through the National Vessel / Airline. Shipment by INDIAN or ISRAELI Vessel / Airline is not allowed. The partial shipment of stores shall also not be allowed. Complete

stores will be shipped as one consignment except where countries / OEMs are different and for which prior approval from NHT has been sought.

20. **TAXES.** All taxes will be paid by vendor on import and payment will be made after deduction of sale tax 17% and income tax 4.5% or 4%.
21. **Ordered Quantity.** NHT, NUST reserves the right to: -
 - a. Change the required quantity, time period etc while placing purchase order or decrease currency of contract.
 - b. Reject any bid or procurement process as per "PPRA" rules.
 - c. Make / seek clarification at any time as per rules.
22. **REPEAT ORDER.** If required, the NHT, NUST may place a repeat order (at previous rates and conditions) for the supply of contracted item(s), during a period of six (06) months after the issue of purchase order/contract amounting not more than 15% of the total value of the contract.
23. **PACKING & TRANSPORTATION.** All Equipment shall be individually packed in standard packing provided by the manufacturer for onwards transportation and delivery. Any item damaged during transportation will be replaced by the bidders at their cost including freight and insurance charges.

DEFAULT. If the firm fails to effect or keep in force any of the insurances referred to in the contract or fails to provide satisfactory work, NUST may, without prejudice to any other right or remedy, terminate the Purchase Order and cancel contractor rights or remedy to recover the amount paid in advance (if any). If the vendor fails to deliver items/ services as per approved samples and specifications, NUST reserve the right to terminate the contract.
24. **TECHNICAL USER MANUAL/ PUBLICATION.** Successful vendor(s) will be bound to provide subject material to NHT at the time of delivery.
25. **TOOL KITS/ ACCESSORIES / OPERATIONS & MAINTENANCE MANUALS.** Standard sets of General Tool kit / accessories/ Operations and Maintenance manuals of the equipment shall be supplied by the firm along with equipment within the quoted price.
26. **ARBITRATION.** In case of any dispute, case shall be reviewed by "NUST Complaint Committee" and "Project Director NHT - NUST shall be final and binding on both the parties without recourse to legal action.
27. **FORCE MAJEURE.** The Supplier shall not be held liable in the event of their failure to comply with the delivery schedule of the ordered items(s) for reasons of Force Majeure including but not limited to: war and other instabilities invasion, act of foreign enemies, mobilization or embargo, civil war etc.
28. **GRIEVANCES.** Grievances (if any) by any vendor may be sent / addressed to Director Administration, NHT NUST within 10 days after results announcement.
29. **EVALUATION CRITERIA.** Criteria will be as per Annex-H of this document and Firms should be evaluate according to Evaluation Criteria.

Chemical Details for N-Deavour

Sr.	Item	Description	UoM	Total Amount Required
01	Everolimus	Appearance: White powder Formula weight: 958.22 CAS Number: 159351-69-6	mg	500
02	PVDF (Poly vinylidene fluoride)	Appearance: White pellets Molecular weight: 400,000 CAS Number: 9011-17-0	g	100

Format of Financial Quotation

Date:

To,

The President of Local Purchase Committee
NHT, NUST H-12 Islamabad

Subject: _____

S.No	Description	A/U	Qty	Unit Price with GST	Total Price With GST
1					
2					
3					
4					
5					

Terms and conditions:

Price validity: Prices are valid for 90 days.

Prices: are included all taxes.

Mode of payment: Payment after deliver

Warranty as per manufacturer policy (min 01 year)

Attachment:

GST & NTN Certificates

Firm profile

Bank statement

Ernest Money (if applicable)

Proper letter head (with stamp, sig, telephone &Fax #)

Format of Technical Quotation

Date:

To,

The President of Local Purchase Committee
NHT, NUST H-12 Islamabad

Subject: _____

S.No	Item name	Technical Specifications	A/U	Qty	Origin
1					
2					
3					
4					
5					

Generation Instruction

All Machines/Tools/Equipment's warranty 1-3 years
 Equipment with similar or better specs will be considered
 All operational machines/equipment's supposed with functional training program
 All operational machine/equipment's supported with installation & functional test
 All operational machines/equipment's supported with standard attachments & accessories
 OEM Certificate
 Technical literature / brochures
 Company profile
 Technical networks details
 Distributor certificate

PROPOSAL SUBMISSION UNDERTAKING

President Local Purchase Committee
Medical Devices Development Center (NHT)
Office #02, NHT, NUST Campus H-12, Islamabad

Dear Sir,

1 .We, the undersigned, offer to provide our services for "Supply of Tools & Equipment for Machine Shop" in accordance with your Tender Document Number dated We are hereby submitting our proposal, which includes technical as well as financial proposal as per instructions.

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced tender document. We further certify that the below named firm as well as its principal are eligible to participate in this procurement under the terms of this solicitation and under PPRA regulations.

We understand and agree that the decision of the procurement / evaluating committee shall be final and cannot be challenged on any ground at any forum and the procurement / evaluating committee will not be liable for any loss or damage to any party acting in reliance thereon.

2. Furthermore, we hereby certify that, to the best of our knowledge and belief:-
 - a. We have no close, financial or familial relationships with any NUST/(NHT) staff members.
 - b. We have no close, financial or familial relationships with any other bidder submitting proposals in response to the above-referred tender document.
 - c. The prices in our offer have been arrived independently, without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.
 - d. All information in our proposal and all supporting documentation are authentic and accurate.
 - e. We understand and agree to NUST / (NHT)' prohibitions against fraud, bribery, and kickbacks.
3. We hereby certify that the enclosed representations, certifications, and all other submitted documents / statements are accurate, current, and complete.

Authorized Signature
M/S (Firm's Name)
Dated

SOURCE AND NATIONALITY COMPLIANCE FORM

1. I, (Name); (CNIC No), (Designation), (Company Name), confirm / do not confirm that the quoted items are not manufactured, grown, produced, shipped from, or otherwise originate from any of the following countries; Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, or Syria.
2. Source. "Available for Sale" in the Cooperating Country.
3. In case, the supplier is an authorized sales representative / dealer of the manufacturer in the cooperating country, a brief introduction and copies of dealership certifications are to be presented.
4. In case, the quoted items are included in supplier's standard catalog, the catalog is to be presented..
5. The supplier is to certify that the quoted items are routinely traded or offered for sale in the cooperating country. (YES/NO). Tick whichever is applicable.
 - a. Supplier has an installation base in the cooperating country. (YES / NO)
 - b. If yes provide some details of after sale support points with complete addresses.
 - c. Offered equipment is serviceable by the supplier and has a valid warranty in the cooperating country(YES / NO)
 - d. IF yes, please provide details of capability how equipment is serviceable in cooperating country
 - e. Complete details of type of warranty offered in cooperating country (or attach standard warranty terms and conditions offered).
 - f. Supplier will be responsible of ensuring that after sale service support / spare parts are available will try all efforts to make it available. (Bidder / Supplier agrees with is statement) — Yes / NO
 - g. For items purchased outside of the cooperating country:
 - h. If the items are not "available for purchase" in the cooperating country, identify the "source" of the equipment and describe compliance with the authorized geographic code 937.

The items will be imported from source is

[Describe the "source" countries and compliance with the authorized geo code.]

6. Nationality:

Per 22 CFR 228.11, organizations must meet both (a) and (b) below, as well as either (c) or (d):

- a. The supplier is incorporated or legally organized under the laws of a country in the authorized geographic code:
[Describe the supplier's registration status; attach a copy of their business license or official registration to support registration status.]
- b. The supplier is operating as an "ongoing concern" in a country in the authorized geographic code:
- c. The supplier is managed by a governing body, the majority of whom are citizens (or lawful permanent residents) of countries in the authorized geographic code:
[Provide details and/or attach a certification from the supplier documenting that they comply with this.]
- d. The supplier employs citizens (or lawful permanent residents) of countries in the authorized geographic code, in more than 50% of its permanent fulltime positions and more than 50% of its principal management positions:
[Provide details, such as organizational chart with information, and/or attach a certification from the supplier documenting that they comply with this.]

OVERALL COMPLIANCE UNDERTAKING

I .I, (Name); (CNIC No), (Designation), (Company Name) have gone through the Terms / Conditions of this tender document and have found the document in whole as non-biased to any particular vendor or product / brand. All quoted items. I hereby undertake and firmly bound myself to abide by / comply with all sections of this tender document except for items mentioned below: -

- a.....
 - b.....
 - c.
.....
 - d. _____
- etc.

Authorized Signature

M/S (Firm's Name)

Dated

Annex “ G”

PROJECT'S INFORMATION: COMPLETED ONGOING (LAST 2 YEARS)

s #	PURCHASE ORDER OR CONTRACT DETAILS	CLIENT DETAILS	CONTRACT			REMARKS
			Award Year	Amount	Duration	
1						Add all projects pertaining to your Firm
2						
3						
4						
5						
6						
7						
8						
9						
10						

Authorized Signature
M/S (Firm's Name)
Dated

EVALUATION CRITERIA TECHNICAL & FINANCIAL

Sr#	Evaluation Parameters	Remarks	Marks	Details
Section A- Technical selection/evaluation to be done by technical/financial evaluation committee				
1.	Brand	Details	0-10	Brand: Japan/ Europe/ USA/ = Marks 10 Singapore / Malaysia / Taiwan / Korea /china =Marks 7 Pakistan/Others= Marks 5
2.	Specs/Specifications	Details	0-10	
3.	Conformance to Specifications*	Yes/No		
4.	Total Technical Resource	Details	0-10	
5.	Support Services	Details	0-10	
6.	Authorized Dealership / Sole distributorship (in case of imported items) *	Details	0-05	
7.	Warranty *	Yes/No		
8.	Relevant Experience with NUST/Universities / Research Institutions / Defense & Civil Organizations	Details	0-15	
9.	Earnest Money received *	Yes/No		
10.	Income Tax & Sales Tax Registrations. Certificates*	Yes/No		
11.	Bank Statement*	Yes/No		Provide last one year bank statement with annual turnover/closing balance.
12.	Undertaking by the Company as per Annexures A to D duly signed and stamped on company letter head*	Yes/No		
13.	Provision of Non Black Listing record on company letter head duly signed and stamped on company letter head*	Yes/No		
14.	Company Profile with complete Address, contacts, Email, Staff details*	Yes/No		
15.	Company / firms entity status at ATL FBR*	Yes/No		
Sec-B-Financial Selection / Evaluation To be done by Financial Evaluation Committee				
	Financial Score		40	
	Sub Total Sec - A		60	
	Total Marks Sec - B		40	
	Minimum Tech Qualification Criteria 50%			
	Grand Total Technical + Financial			60 + 40 = 100

Note: Parameters marked as * are mandatory. Failure to compliance with any mandatory parameter may lead to disqualification of bid.

- ❖ Technical Scoring = 60%
- ❖ Financial Scoring = 40%
- ❖ A score of 100% will be awarded to the lowest financial bidder.
- ❖ Other bidders will be given % score as per following formula
- ❖ $(\text{Lowest bid price} / \text{other vendor bid price} \times 100 = \% \text{ Financial Score})$
- ❖ Preferable in commercial offer lowest bid will be considered in spite of qualify both criteria.