

# INVITATION TO BID (ITB)

## Supply and Delivery of Ophthalmic Equipments

ITB Reference No:  
**MALC/ITB/November/2024**

Date: 24 Nov 2024

### **SECTION 1: LETTER OF INVITATION**

Marie Adelaide Leprosy Centre (MALC) was founded in 1956 to work for people affected by Leprosy under the leadership of Dr Ruth Pfau, the program successfully spread across the country and managed to control leprosy in 1996. To sustain the short term success of the leprosy control program in the long run, the organization diversified into the other disciplines, like Tuberculosis, prevention of blindness, Mother and child health care and community based inclusive development. Evolved as one of the largest Non-profit Organizations in the country.

Marie Adelaide Leprosy Centre (MALC), hereby invites prospective bidders to submit a bid for **Ophthalmic Equipment's**, in accordance with the General Conditions of Contract and the Schedule of Requirements as set out in this Invitation to Bid (ITB).

To enable you to submit a bid, please read the following attached documents carefully

Section 1: This Letter of Invitation

Section 2: Instructions to Bidders

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements

Section 6: Conditions of Contract and Contract Forms

Section 7: Bidding Forms

- Form A: Bid Confirmation
- Form B: Checklist
- Form C: Bid Submission
- Form D: Bidder Information
- Form E: Eligibility and Qualification
- Form F: Technical Bid
- Form G: Price Schedule
- Form H: Bid Security

Tender documents can be downloaded from the Marie Adelaide Leprosy Centre (MALC) website [www.malc.org.pk](http://www.malc.org.pk) Interested bidders should submit their bids along with **Rs. 2000/-** as "**Tender Fee**" and **2%** of the total bid as "**Earnest Money**" along with their bids at the time of submission.

If you are interested in submitting a bid in response to this ITB, please prepare your bid in accordance with the requirements and procedure as set out in this ITB and submit it by the deadline for submission of bids set out in Section.

Please acknowledge receipt of this ITB by completing and returning the attached Form A: Bid Confirmation by email to [bids@malc.org.pk](mailto:bids@malc.org.pk) no later than **3<sup>rd</sup> December 2024**, indicating whether you intend to submit a bid or not. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this ITB.

Below is the website link for the complete description:

<https://malc.org.pk/?p=10432&preview=true>

## SECTION 2: INSTRUCTIONS TO BIDDERS

GENERAL	
<b>1. Scope</b>	<p>Bidders are invited to submit a bid for the <b>goods</b> specified in Section 5: Schedule of Requirements, in accordance with this Invitation to Bid (ITB). A summary of the scope of the bid is included in Section 3: Data Sheet.</p> <p>Bidders shall adhere to all the requirements of this ITB, including any amendment made in writing by Marie Adelaide Leprosy Centre (MALC). This ITB is conducted in accordance with Policies and Procedures of MALC.</p>
<b>2. Interpretation of the ITB</b>	<p>Any bid submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of the bid by Marie Adelaide Leprosy Centre (MALC). MALC is under no obligation to award a contract to any bidder as a result of this ITB.</p>
<b>3. Supplier Code of Conduct</b>	<p>All prospective suppliers must read the Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers. The Code of Conduct, which includes principles on labor, human rights, environment and ethical conduct.</p>
<b>4. Eligible bidders</b>	<p>Bidders shall have the legal capacity to enter into a binding contract with MALC.</p> <p>All bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by Marie Adelaide Leprosy Centre (MALC) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process.</p> <p>Bidders shall not be eligible to submit a bid if at the time of bid submission:</p> <ul style="list-style-type: none"> <li>● Has prior legal cases in any court of Pakistan</li> <li>● Other sanctions list, if applicable, as per the discretion of the Marie Adelaide Leprosy Centre (MALC).</li> </ul>
<b>5. Eligible goods, works and services</b>	<p>All goods, works and/or services to be supplied under the contract shall have their origin in any country apart from the countries, if any, listed in Section 3: Data Sheet, and all expenditures made under the contract will be limited to such goods, works and services.</p> <p>For purposes of this clause, “origin” means the place where the goods are Manufactured. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product result that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>The origin of goods, works and services is distinct from the nationality of the bidder.</p>
<b>6. Proprietary information</b>	<p>The ITB documents and any specifications, plans, drawings, patterns, samples, or information issued or furnished by Marie Adelaide Leprosy Centre (MALC) are issued solely for the purpose of enabling a bid to be completed and may not be used for any other purpose. The ITB documents and any additional information provided to bidders shall remain the property of MALC. All documents which may form part of the bid will become the property of MALC, Who will not be required to return them to your firm.</p>
<b>7. Publicity</b>	<p>During the ITB process, a bidder is not permitted to create any publicity in connection with the ITB.</p>

SOLICITATION DOCUMENTS	
<b>8. Clarification of solicitation documents</b>	<p>Bidders may request clarifications on any of the ITB documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.</p> <p>MALC will provide the responses to clarifications through the method specified in Section 3: Data Sheet.</p> <p>MALC shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of MALC to extend the submission date of the bids, unless MALC deems that such an extension is justified and necessary.</p>
<b>9. Amendment of solicitation documents</b>	<p>At any time prior to the deadline of bid submission, MALC may for any reason, such as in response to a clarification requested by a bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, MALC may extend the deadline for submission of the bid to give the bidders reasonable time to incorporate the amendment into their bids.</p>
PREPARATION OF BIDS	
<b>10. Cost of preparation of bid</b>	<p>The bidder shall bear all costs related to the preparation and/or submission of the bid, regardless of whether its bid is selected or not. MALC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
<b>11. Language</b>	<p>The bid, as well as any and all related correspondence exchanged by the bidder and MALC, shall be written in the language(s) specified in Section 3: Data Sheet.</p>
<b>12. Documents comprising the bid</b>	<p>The bid shall comprise the following documents and related forms which details are provided in Section 3: Data Sheet:</p> <ul style="list-style-type: none"> <li>a) Documents establishing the eligibility and qualifications of the bidder.</li> <li>b) technical bid</li> <li>c) Price Schedule</li> <li>d) Bid Security</li> </ul>
<b>13. Documents establishing eligibility and qualifications of the bidder</b>	<p>The bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a bidder, its qualifications must be documented to MALC's satisfaction.</p>
<b>14. Technical bid</b>	<p>The bidder is required to submit a technical bid using the form provided in Section 7 and taking into consideration the requirements in the ITB.</p>
<b>15. Price Schedule</b>	<p>The Price Schedule shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the ITB.</p> <p>The prices and discounts quoted by the bidder shall conform to the requirements specified below.</p> <ul style="list-style-type: none"> <li>● All items and lots (if applicable) must be listed and priced separately.</li> <li>● The price to be quoted shall be the total price of the bid, excluding any discounts offered.</li> <li>● The bidder shall quote any unconditional discounts and indicate the method for their application.</li> </ul>

	<ul style="list-style-type: none"> <li>• The INCOTERM shall be governed by the rules prescribed in the 2020 edition of INCOTERMS, published by The International Chamber of Commerce. The INCOTERM rules and place of destination are specified in Section 5: Schedule of Requirements.</li> <li>• Prices quoted by the bidder shall be fixed during the bidder’s performance of the contract and not subject to variation on any account unless otherwise specified in Section 3: Data Sheet. A bid submitted with an adjustable price shall be treated as non-compliant and shall be rejected. However, if in accordance with Section 3: Data Sheet, prices quoted by the bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.</li> <li>• If indicated in Section 3: Data Sheet that bids are being invited for individual contracts (lots) and unless otherwise indicated in Section 3: Data Sheet, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.</li> </ul>
<b>16. Bid currencies</b>	All prices shall be quoted in PKR Section 3: Data Sheet.
<b>17. Duties and taxes</b>	Inclusive of all taxes (GST and other applicable indirect taxes)
<b>18. Bid validity period</b>	<p>Bids shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of bids. A bid valid for a shorter period may be rejected by MALC and rendered non-responsive.</p> <p>During the bid validity period, the bidder shall maintain its original bid without any change, including the availability of the key personnel, the proposed rates and the total price.</p> <p>In exceptional circumstances, prior to the expiration of the bid validity period, MALC may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing and shall be considered integral to the bid.</p> <p>If the bidder agrees to extend the validity of its bid, it shall be done without any change to the original bid, but will be required to extend the validity of the bid security, if required, for the period of the extension, and in compliance with Article 19 (Bid Security) in all respects.</p> <p>The bidder has the right to refuse to extend the validity of its bid without forfeiting the bid security, if required, in which case, the bid shall not be further evaluated.</p>
<b>19. Bid Security</b>	<p>A bid security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in the Section 3: Data Sheet. The bid security shall be valid for a minimum of thirty (30) Days after the final date of validity of the bid.</p> <p>The bid security shall be included along with the bid. If a bid security is required by the ITB but is not found in the bid, the offer shall be rejected.</p> <p>If the bid security amount or its validity period is found to be less than is required by MALC,, MALC shall reject the bid.</p> <p>In the event an electronic submission is allowed in Section 3: Data Sheet, bidders shall include a copy of the bid security in their bid and the original of the bid security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.</p> <p>Unsuccessful bidders’ bid securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of bid validity prescribed by MALC pursuant to Article 18 (Bid Validity Period).</p> <p>The bid security may be forfeited by MALC, and the bid rejected, in the event of any, or combination, of the following conditions:</p>

	<ul style="list-style-type: none"> <li>● If the bidder withdraws its offer during the period of the bid validity specified in Section 3: Data Sheet, or.</li> <li>● In the event the successful bidder fails:           <ul style="list-style-type: none"> <li>● to sign the Contract after MALC has issued an award; or</li> </ul> </li> </ul> <p>To furnish the Performance Security, insurances, or other documents that MALC may require as a condition precedent to the effectivity of the contract that may be awarded to the bidder.</p>
<p><b>20. Joint Venture, Consortium or Association</b></p>	<p>If the bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for bid, each such legal entity will confirm in their joint bid that:</p> <ul style="list-style-type: none"> <li>● they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarized Agreement among the legal entities, which will be submitted along with the bid; and</li> <li>● If they are awarded the contract, the contract shall be entered into by and between MALC and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture.</li> </ul> <p>After the deadline for submission of bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of MALC.</p> <p>If a JV, Consortium or Association's bid is the bid selected for award, MALC will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 21 (Only one Bid) herein in respect of submitting only one bid.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by MALC.</p> <p>A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> <li>● Those that were undertaken together by the JV, Consortium or Association; and</li> <li>● Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<p><b>21. Only one bid</b></p>	<p>The bidder (including the individual members of any Joint Venture) shall submit only one bid, either in its own name or as part of a Joint Venture.</p> <p>Bids submitted by two (2) or more bidders shall all be rejected if they are found to have any of the following:</p>

	<ul style="list-style-type: none"> <li>● they have at least one controlling partner, director or shareholder in common; or</li> <li>● any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>● they have the same legal representative for purposes of this ITB; or</li> <li>● They 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 regarding this ITB process.</li> <li>● they are subcontractors to each other’s bid, or a subcontractor to one bid also submits another bid under its name as lead bidder; or some key personnel proposed to be in the team of one bidder participates in more than one bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one bid.</li> </ul>
<p><b>22. Alternative bids</b></p>	<p>Unless otherwise specified in Section 3: Data Sheet, <b>alternative bids shall not be considered.</b> If submission of an alternative bid is allowed in Section 3: Data Sheet, a bidder may submit an alternative bid, but only if it also submits a bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, MALC reserves the right to award a contract based on an alternative bid.</p> <p>If multiple/alternative bids are being submitted, they must be clearly marked as “Main Bid” and “Alternative Bid”. If no indication is provided as to which bid is the main bid and which is/are the alternative bid(s), then all bids will be rejected.</p>
<p><b>23. Pre-bid conference</b></p>	<p>When appropriate, a pre-bid conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the pre-bid conference is mandatory, a bidder which does not attend the pre-bid conference shall become ineligible to submit a bid under this ITB.</p> <p>If it is stated in Section 3: Data Sheet that the pre-bid conference is not mandatory, non-attendance shall not result in disqualification of an interested bidder.</p> <p>MALC will not issue any formal answers to questions from bidders regarding the ITB or bid process during the pre-bid conference. All questions shall be submitted in accordance with Article 41 (Clarification of Bids).</p> <p>The pre-bid conference shall be conducted for the purpose of providing background information only. Without limiting Article 26 (Bidders Responsibility) bidders shall not rely upon any information, statement or representation made at the pre-bid conference unless that information, statement or representation is confirmed by MALC in writing.</p> <p>Minutes of the pre-bid conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the minutes of the bidder’s conference or issued/posted as an amendment to ITB.</p>

<p><b>24. Site inspection</b></p>	<p>When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a bidder who does not attend the site inspection shall become ineligible to submit a bid under this ITB.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested bidder.</p> <p>Bidders participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the bidders to participate in a site inspection.</p> <p>Prior to attending a site inspection, bidders shall execute an indemnity and a waiver releasing MALC in respect of any liability that may arise from:</p>
	<ul style="list-style-type: none"> <li>(i) Loss of or damage to any real or personal property.</li> <li>(ii) Personal injury, disease or illness to, or death of, any person.</li> <li>(iii) financial loss or expense, arising out of the carrying out of that site inspection; and</li> <li>(iv) Transportation by MALC to the site (if provided) as a result of any accidents or malicious acts by third parties.</li> </ul> <p>MALC will not issue any formal answers to questions from bidders regarding the ITB or bid process during a site inspection. All questions shall be submitted in accordance with Article 8 (Clarification of solicitation documents).</p> <p>A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 26 (Bidders Responsibility), bidders shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by MALC in writing.</p>
<p><b>25. Errors or omissions</b></p>	<p>Bidders shall immediately notify MALC in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITB, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p> <p>Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p>
<p><b>26. Bidders' responsibility to inform themselves</b></p>	<p>Bidders shall be responsible for informing themselves in preparing their bid. In this regard, bidders shall ensure that they:</p> <ul style="list-style-type: none"> <li>● Examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB.</li> <li>● Review the ITB to ensure that they have a complete copy of all documents.</li> <li>● Obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry.</li> <li>● Verify all relevant representations, statements and information, including those contained or referred to in the ITB or made orally during any clarification meeting or site Inspection or any discussion with MALC, its employees or agents.</li> <li>● Attend any Pre-bid conference or site inspection if it is mandatory under this ITB.</li> <li>● fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods, works and/or services; and</li> <li>● form their own assessment of the nature and extent of the goods, works and /or services required as included in Section 5: Schedule of Requirements and properly account for all requirements in their bid.</li> </ul>

	<ul style="list-style-type: none"> <li>• Bidders acknowledge that MALC, its supply chain department, employees, and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this ITB or any other information provided to the bidders.</li> </ul>
<b>27. No material change(s) circumstances</b>	<p>The bidder shall inform MALC of any change(s) of circumstances arising during the ITB process, including but not limited to:</p> <ul style="list-style-type: none"> <li>• A change affecting any declaration, accreditation, license, or approval.</li> <li>• Major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the bidder or its major sub-contractors.</li> <li>• A change to any information on which MALC may rely on assessing bids.</li> </ul>
<b>SUBMISSION AND OPENING OF BIDS</b>	
<b>28. Instruction for bid submission</b>	<p>The bidder shall submit a duly signed and complete bid comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The Price Schedule shall be submitted together with the Technical Bid. The bid shall be delivered according to the method specified in Section 3: Data Sheet.</p> <p>The bid shall be signed by the bidder or person(s) duly authorized to commit the bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or, if requested, a Power of Attorney, accompanying the bid.</p> <p>Bidders must be aware that the mere act of submission of a bid, in and of itself, implies that the bidder fully accepts the MALC General Conditions of Contract.</p>
<b>29. Deadline for bid submission</b>	<p>Complete bids must be received by MALC in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Bid should be submitted, refer to <a href="http://www.timeanddate.com/worldclock/">http://www.timeanddate.com/worldclock/</a>It shall be the sole responsibility of the bidders to ensure that their bid is received by the closing date and time. MALC shall accept no responsibility for bids that arrive late due to the courier company or any technical issues and shall only recognize the actual date and time that the bid was received by MALC.</p> <p>MALC may, at its discretion, extend this deadline for the submission of bids by amending the solicitation documents in accordance with Article 9 Amendment of solicitation documents. In this case, all rights and obligations of MALC and bidders subject to the previous deadline will thereafter be subject to the new deadline as extended.</p>
<b>30. Withdrawal, substitution and modification of bids</b>	<p>A bidder may withdraw, substitute, or modify its bid after it has been submitted at any time prior to the deadline for submission by sending a written notice to MALC, duly signed by an authorized representative and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of bids, by clearly marking them as “WITHDRAWAL”, “SUBSTITUTION” OR “MODIFICATION”.</p> <p>However, after the deadline for bid submission, the bids shall remain valid and open for acceptance by MALC for the entire bid validity period, as may be extended.</p> <p>Bids requested to be withdrawn prior to the deadline for submission of the bids shall be made available for collection by the bidder that submitted it within 15 days of its withdrawal. Otherwise, MALC shall have the right to discard such bid unopened without further notice to the bidder. MALC shall not be responsible to return the bid to the bidder at MALC’s cost.</p>

<b>31. Storage of bids</b>	Bids received prior to the deadline of submission and the time of opening shall be securely Kept unopened until the specified bid opening date stated in Section 3: Data Sheet. No responsibility shall be attached to MALC for prematurely opening an improperly addressed and/or identified bid.
<b>32. Bid opening</b>	Bids will be opened by a committee formed by MALC consisting of at least three (3) personnel. Bidders may attend the opening of the bids if stated in Section 3: Data Sheet. The bidders' names, modifications, withdrawals, bid prices, the condition of the envelope labels/seals, the number of folders/files and all other such details as MALC may consider appropriate will be announced at the opening and recorded on the bid opening report, which will be available for viewing only to bidders who have submitted a bid for a period of thirty days from the date of opening. Information not included in the bid opening report will not be provided to bidders. No bid shall be rejected at the opening stage, except for late submissions.
<b>33. Late bids</b>	Any bid received by MALC after the deadline for submission of bids will be destroyed unless the bidder requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned bidding documents. In exceptional circumstances, late bids may be accepted if it is determined that the submission was sent in ample time prior to the bid closing and the delay could not be reasonably foreseen by the bidder or was due to force majeure.
<b>EVALUATION OF BIDS</b>	
<b>34. Confidentiality</b>	Information relating to the examination, evaluation, and comparison of bids, and the recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process, even after publication of the contract award.  Any effort by a bidder or anyone on behalf of the bidder to influence MALC in the examination, evaluation and comparison of the bids or contract award decisions may, at MALC's decision, result in the rejection of its bid and may subsequently be subject to the application of prevailing MALC's vendor sanctions procedures.
<b>35. Evaluation of bids</b>	MALC shall evaluate a bid using only the methodologies and criteria defined in this ITB. No other criteria or methodology shall be permitted.  MALC shall conduct the evaluation solely based on the bids received according to the evaluation criteria in Section 4.  Evaluation of bids shall be undertaken in the following steps:  <ul style="list-style-type: none"> <li>a) Preliminary examination</li> <li>b) Evaluation of eligibility and qualification</li> <li>c) Evaluation of technical bids</li> <li>d) Evaluation of prices of bids found to be substantially compliant.</li> </ul> After completion of the evaluation, but prior to award, MALC shall conduct a post-qualification assessment of the bidder recommended for the award (if pre-qualification was not done) as per Article 40 (Post-qualification).
<b>36. Preliminary examination</b>	MALC shall examine the bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the bids are generally in order, among other indicators that may be used at this stage. MALC reserves the right to reject any bid at this stage.
<b>37. Evaluation of eligibility and qualification</b>	The eligibility and Qualification of the bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible Bidders).

<b>38. Evaluation of technical bids</b>	Technical evaluation will be conducted to establish substantial compliance, as per the criteria included in Section 4: Evaluation Criteria. When the bid varies in one or more aspect/s from the minimum technical specifications and/or delivery requirements specified in Section 5: Schedule of Requirements, the bid will not be considered substantially compliant and will not be evaluated further.
<b>39. Evaluation of prices</b>	The prices of bids found to be substantially compliant will be compared to identify the most substantially compliant bid which represents the lowest overall costs to MALC.
<b>40. Post-qualification</b>	<p>MALC reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of the information provided by the bidder.</li> <li>b) Validation of the extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team.</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction over the bidder, or with previous clients, or any other entity that may have done business with the bidder.</li> <li>d) Inquiry and reference checking with previous clients on the performance on ongoing or completed contracts, including physical inspections of previous works, as deemed necessary.</li> <li>e) Physical inspection of the bidder's offices, branches, or other places where business transpires, with or without notice to the bidder.</li> <li>f) Other means that MALC may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
<b>41. Clarification of bids</b>	<p>MALC may request clarification or further information in writing from the bidders at any time during the evaluation process. The bidders' responses shall not contain any changes regarding the substance or price of the bid, except to confirm the correction of arithmetic errors discovered by MALC in the evaluation of the bids, in accordance with Instructions to Bidders Article 25 (Errors or omissions).</p> <p>MALC may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account.</p>
<b>42. Responsiveness of bid</b>	<p>MALC's determination of a bid's responsiveness is to be based on the contents of the bid itself. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> <li>a) affects in any substantial way the scope, quality, or performance of the goods, services and/or works specified in the contract; or</li> <li>b) limits in any substantial way, inconsistent with the bidding documents, MALC's rights, or the bidder's obligations under the contract; or</li> <li>c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.</li> </ul> <p>If a bid is not substantially responsive, it shall be rejected by MALC and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.</p>

<p><b>43. Nonconformities, reparable errors and omission</b></p>	<p>Provided that a bid is substantially responsive, MALC may waive any non-conformities or omissions in the bid that, in the opinion of MALC, do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other bidders.</p> <p>Provided that a bid is substantially responsive MALC may request the bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.</p> <p>For bids that have passed the preliminary examination, MALC shall check, and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of MALC there is an obvious misplacement of the decimal point in the unit price; in which case, the line-item total as quoted shall govern and the unit price shall be corrected;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and</li> <li>c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</li> </ul> <p>If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected, and its bid security may be forfeited.</p>
<p><b>44. Right to accept any bid and to reject any or all bids</b></p>	<p>MALC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for MALC's action. MALC shall not be obliged to award the contract to the lowest priced offer.</p>
<p><b>45. Samples</b></p>	<p>Where required as per Section 5: Schedule of Requirements, free, non-returnable samples shall be provided by the bid submission deadline for evaluation and testing by MALC or their representative, of the item and/or the packing and packaging, prior to any award. Samples will be subject to technical review and laboratory analysis where appropriate. Samples provided to MALC are non-returnable unless otherwise stated. Samples should be marked with the ITB number.</p> <p>If a bidder fails to provide samples or documents requested by MALC in a timely manner, MALC may declare the bid unsuccessful.</p>
<p><b>AWARD OF CONTRACT</b></p>	
<p><b>46. Award criteria</b></p>	<p>In the event of a Contract award, MALC shall award the contract to a bidder who has been determined as eligible and qualified and whose bid has been determined to be the lowest-priced, substantially compliant offer to the ITB. MALC reserves the right to conduct negotiations with the bidder recommended for the award on the content of their bid.</p>
<p><b>47. Right to vary requirement at time of award</b></p>	<p>At the time the Contract is awarded, MALC reserves the right to increase or decrease the quantity of goods, works and/or services originally specified in Section 5: Schedule of Requirements, provided this does not exceed the percentages specified in Section 3 Data Sheet, and without any change in the unit prices or other terms and conditions of the bid and the bidding document.</p>

<b>48. Notification of award</b>	Prior to the expiration of the period of bid validity, MALC will notify the successful bidder in writing by email, fax or post, that its bid has been accepted. Please note that the bidder, if not already registered at Supply Chain MALC, will be required to complete the vendor registration process, prior to the signature and finalization of the contract.
<b>49. Debriefing</b>	In the event that a bidder is unsuccessful, the bidder may request a debriefing from MALC. The purpose of the debriefing is to discuss the strengths and weaknesses of the bidder's submission, in order to assist the bidder in improving its future bids for MALC procurement opportunities. The content of other bids and how they compare to the bidder's submission shall not be discussed.
<b>50. Performance security</b>	<p>The successful bidder, if so, specified in Section 3: Data Sheet shall furnish performance security in the amount and form specified therein, within the specified number of days after receipt of the contract from MALC. Banks issuing performance securities must be acceptable to the MALC controller, i.e., banks certified by the central bank of Pakistan to operate as a commercial bank. MALC shall promptly discharge the bid securities of the unsuccessful bidders pursuant to Article 19 (Bid Security).</p> <p>Failure of the successful bidder to submit the above-mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event MALC may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by MALC to be qualified to perform the contract satisfactorily.</p>
<b>51. Bank guarantee for advance payment</b>	Except when the interests of MALC so require, it is MALC's standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the bidder shall submit a Bank Guarantee in the full amount of the advance payment. Banks issuing bank guarantees must be acceptable to the MALC controller, i.e., banks certified by the central bank of the country to operate as a commercial bank.
<b>52. Liquidated Damages</b>	If specified in Section 3: Data Sheet, MALC shall apply Liquidated Damages for the damages and/or risks caused to MALC resulting from the Contractor's delays or breach of its obligations as per the Contract.
<b>53. Proposal protest</b>	Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to <a href="mailto:complaints@malc.org.pk">complaints@malc.org.pk</a> .

### SECTION 3: DATA SHEET

The following specific data shall complement, supplement, or amend the Provisions in Section 2: Instructions to Bidders. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Bidders.

Ref. Article in Section 3		Specific Instructions / Requirements
1.	Scope	The reference number of this Invitation to Bid (ITB) is <b>ITB/PAK/November/2024</b>  The ITB include the <b>Procurement of Ophthalmic Equipment's</b> , as further described in Section 5 of this ITB.
2.	Eligible bidders	Only eligible bidders to participant  Pakistan

3.	Eligible goods, works and services	Goods, works and/or Services with are eligible in this bidding process,
4.	Clarification of solicitation documents	Contact details for clarification of solicitation documents: Focal Person: Gopal Ghavri Address: Mariam Manzil AM-21,off Shahrah-e-Liaqat, P.O.Box 8666,Saddar Karachi. E-mail address: <a href="mailto:purchase@malc.org.pk">purchase@malc.org.pk</a> <b>ATTENTION: BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Data Sheet Article 16).</b>
		Deadline for submitting requests for clarifications/questions: Date: 30-November-2024 Time: 15:00PM Time zone: (GMT+5)
		Manner of disseminating supplemental information to the ITB and responses/clarifications to queries: Direct communication to prospective Bidders by email and posting on the website <a href="https://malc.org.pk">https://malc.org.pk</a>
5.	Language	All bids, information, documents and correspondence exchanged between MALC and the bidders in relation to this bid process shall be in <b>English</b>
6.	Price adjustment	The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract.
7.	Partial bids (lots)	Partial bids shall not be allowed. Bidders must quote prices for the total requirement requested under Section 5. Schedule of Requirements. Evaluation will be done for the total requirement.
8.	Bid currencies	Prices shall be quoted in PKR.
9.	Duties and taxes	All prices shall: Be inclusive of Direct and other applicable indirect taxes.
10.	Bid validity period	30 days
11.	Bid security	Required in the amount of [enter amount]. 2% of the total bid price. Acceptable forms of bid security are: a. Bid security form template set out in Section 7, OR b. Pay order/Demand draft in favor of Marie Adelaide Leprosy Centre
12.	Performance security	2% of the value of awarded work in the form of BANK GUARANTEE
13.	Alternative bids	Not Accepted.
14.	Pre-bid conference	Will not be conducted.
15.	Site inspection	A site inspection will not be held.

16.	Instruction for bid submission	<p>Allowable manner of submitting proposals:</p> <p><b>Email</b>  <b>SUBMISSION BY EMAIL:</b></p> <p>Bid submission address: <a href="mailto:bids@malc.org.pk">bids@malc.org.pk</a> <b>PLEASE DO NOT SEND THE EMAILS WITH YOUR BID TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. orBCC).</b></p> <ul style="list-style-type: none"> <li>▪ File Format: pdf.</li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Max. File Size per transmission: <b>15MB</b></li> <li>▪ Mandatory subject of email: <b>ITB/PAK/November/2024 - Invitation to Bid for Procurement of Equipment's,</b></li> <li>▪ If the bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline.</li> <li>▪ Multiple emails must be clearly identified by indicating in the subject line "Email no. X of Y", and the final "email no. Y of Y.</li> <li>▪ <b>Bid security</b> a PDF copy submitted as part of the electronic submission to <a href="mailto:bids@malc.org.pk">bids@malc.org.pk</a></li> <li>▪ It is recommended that the entire bid be consolidated into as few attachments as possible.</li> <li>▪ The bidder should receive an email acknowledging email receipt.</li> </ul>
17	Deadline for bid submission	<p>Date: 03-Dec-24 Time: 12:00PM                  Time zone: (GMT+5).</p>
18.	Bid opening	<p>Bidders who wish to Participate should reach MALC Office 15 Minutes prior to Bid Opening time so that they can be accommodate in the bid opening process.                  Date: 10-Dec-24 Time: 15:00PM                  Time zone: (GMT+5).</p>
19.	Expected date for commencement of contract/PO	20-December-24
20.	Contract award to one or more bidder	<p>MALC will award a contract to:  <b>The contract will be awarded to those meeting all the criteria as stipulated.</b></p>
21.	Type of contract to be awarded	Purchase Order
22.	Conditions of contract to apply	Purchase Order See Section 6
23.	Performance security	Not Required. Will be decided after shortlisting.
24.	Advance payment	Not Allowed

25.	Liquidated Damages	Will be imposed as follows:  Percentage of contract price per week of delay: 1% up to a maximum of 10% of the Contract value, after which MALC may terminate the contract.
26.	Other information related to the ITB	<i>[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the ITB must be cited here, and any further entries that may be added below this table row]</i>

## SECTION 4: EVALUATION CRITERIA

### Preliminary Examination Criteria

All criteria will be evaluated on a Pass/Fail basis and checked during Preliminary Examination.

Criteria	Documents to establish compliance
Completeness of the bid	All documents and technical documentation requested in Section 2: Instructions to Bidders Article 12 have been provided and are complete
Bid Security with a compliant validity period	Form I

### Eligibility and Qualification Criteria

All criteria will be evaluated on a Pass/Fail basis.

If the bid is submitted as a Joint Venture, Consortium or Association, each member should meet the minimum criteria, unless otherwise specified.

Eligibility Criteria	Documents to establish compliance
Bidder is a legally registered entity	Form D: Bidder Information
Vendor is not suspended, nor otherwise identified as ineligible by any Organization, in accordance with Section 2 Article 4.	Form C: Bid Submission
No conflicts of interest in accordance with Section 2 Article 4.	Form C: Bid Submission
The bidder has not declared bankruptcy, in not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future	Form C: Bid Submission
Certificates and Licenses: <ul style="list-style-type: none"> <li>● Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer.</li> <li>● Official appointment as local representative, if bidder is submitting a bid on behalf of an entity located outside the country.</li> <li>● Patent Registration Certificates, if any of technologies submitted in the bid is patented by the bidder.</li> <li>● Export/Import Licenses, if applicable.</li> </ul>	Form D: Bidder Information

**Technical Evaluation Criteria**

Criteria	Documents to establish compliance
Goods/works/services offered in the bid are substantially compliant and do not contain any material deviation(s) from the minimum required as included in Section 5: Schedule of Requirements.	Form G: Technical Bid
The bid is substantially compliant with the minimum Delivery Requirements included in Section 5: Schedule of Requirements and do not contain any material deviation(s).	Form G: Technical Bid Form H: Price Schedule

**Evaluation of Prices**

Criteria	Documents to establish compliance
Price comparison shall be based on the landed price, including transportation, insurance, and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable).	Form H: Price Schedule

## SECTION 5: SCHEDULE OF REQUIREMENTS

### **Technical Specifications for Procurement of Ophthalmic Equipment's, Lens meter (External Reading)**

This device is applicable to all-level measurement testing departments, spectacles manufacturers, spectacles retail stores, hospitals department of ophthalmology and optical elements factories for conducting measurement of spherical lens diopter of spectacles or lens, diopter of cylindrical lens, astigmatism axis angle of cylindrical lens, prism degree and prism basal angle.

#### **FEATURES:**

- External reading
- 25D measurement
- Wide field of vision observation

#### **MAIN TECHNICAL INDEXES**

Range of measurement:	-25D ~ +25D
Minimum scale value:	-5D ~ -25D, +5D ~ +25D: 0.25D
Astigmatism axis angle of Cylindrical lens:	0 ~ 180 degree, Minimum scale value 1 degree
Prism degree :	0 ~ 5
Prism basal angle:	0 ~ 180 degree, Minimum scale value 1 degree
Range of ocular visibility adjustment:	-5D ~ +5D
Size of measured lens	Φ16 ~ Φ80m
Overall dimensions:	280mm (L) x 150mm (W) x 450mm (H)
Weight:	4.9 kg
Lamp of illumination:	220V / 110V 15W

(Country of origin China)

## Ophthalmoscope / Retinoscopy Combined Set:

### Specification:

#### Ophthalmoscope XHL

- Soft Glass protector / Orbital rest.
- Precision spherical optics for a bright Fundus image.
- Internal reflection practically - eliminated.
- High - resolution retinal image.
- Halogen bulb for bright, white light.
- Improved internal Dust - Protection - Maintenance free.
- Illuminated Diopter readout.

#### Retinoscopy LED

- Para Stop. Precise, easy selection of a parallel beam.
- Patented, unique, steeples dimming from 3% to 100% with practical one finger operation.
- Ergonomic shape. Protects the examiner's orbital from stray light.
- Metal controls. Long-lasting.
- Single control for vergence and rotation. Comfortable operation.
- Maintenance-free. Dustproof. LED with virtually unlimited hours of working life.
- Integrated polarization filter. Eliminates stray light and internal reflexes for a brighter fundus reflex.
- Detachable brow rest. Increased comfort and control during examination

#### System Contains:

- Ophthalmoscope XHL Head
- Retinoscopy LED Head
- Standard Handle
- Rechargeable Battery
- USB Charging system
- Hard Case

**Country of Origin: Germany**

## Topcon LED Slit Lamp with Haag-Street Application Tonometer

*A Classic Slit Lamp with Unparalleled Optical Quality.*

### **Features:**

- Long Life and Power-Saving LED Illumination.
- Easy to Install with Incorporated AC Power Supply.
- Three Step Magnifications.
- Compact and Practical, Ergonomic Design.

### **Specifications:**

#### **Microscope**

Type	Galileo convergence.
Magnification Selection	3 steps by rotation drum.
Magnification	10x, 16x, 25x
Eye Piece	12.5x
Diopter adjustment	-5D ~ +3D
Total magnification (Field of view)	10x (ø22.5mm) 15.98x (ø14.1mm) 25.53x (ø8.8mm)

#### **Illumination**

Slit Width:	Continuous from 0 – 14mm
Slit Length:	Continuous from 1 – 14mm
Aperture:	Continuous from 1 – 14 mm, (ø0.3, 1, 5, 10, 14mm)
Slit angle:	0° to 180°
Filters :	blue, Red-free,
Light source	LED

#### **Power**

Power consumption :	40VA
Input (Primary):	AC 100 - 240V 50 - 60Hz
Dimension:	550mm (W) x 399mm (D) x 520(H), 15.2KG

### .Original Goldman Application Tonometer:

#### The Gold Standard in IOP Measurement

The Application Tonometer is still the most widely used instruments to measure intraocular pressure. The advantage of the "Goldman" method are considerable. The measurement can be carried out on the patient sitting at the slit lamp in conjunction with other routine microscopic examinations. The accuracy of the measurement is extremely high. The average deviation in any one single examination does not exceed +/- 0.5. Mm HG. Furthermore, repeated measuring procedures do not reduce the ocular pressure, as no massing effects occur. Last but not least, there are no standardization or calibration difficulties.

Technical specifications:

Measuring Force Generated	through leverage weight
Measurement Range	0 – 80 mm Hg
Measurement Deviation	The measurement deviation in the measuring prism is in the measuring range from 0 – 58.84 MN and amounts to a maximum of ±1.5% and to a minimum Of ±0.49 MN of the nominal value.
Backlash Width	≤0.49 MN
Working Temperature	10° to 35° C

### **System Contains:**

- Slit Lamp x 01

- Original Goldman Application Tonometer x 01
- Tonometer Prisms x 02
- Calibration Rod x 01
- Motorized Stand with Top x 01

(Country of origin Japan & Switzerland)

### **Topcon Slit Lamp with Haag-Street Application Tonometer**

*3 Step Magnifications*

*High Performance*

#### **Features:**

- A Classic Slit Lamp ideal for all core clinical examinations.
- Smooth movements and time proven durability.
- Reliability and value assured by Topcon's 40+ years of experience.
- Optional integrated digital camera provides simple image and video acquisition.

#### **Specification**

##### **Microscope Unit**

<b>Type</b>	:	Galilean Type
<b>Magnification</b>	:	Drum, 3-step magnification
<b>Magnification Steps</b>	:	10/16/25
<b>Overall Magnification</b>	:	10.00 (φ22.5mm) 15.98 (φ14.1mm) 25.53 (φ8.8mm)
<b>Eyepiece Lens</b>	:	Magnification: 12.5x Diopter adjustment range: -5D to +5D
<b>PD Adjustment Range:</b>		55 to 78mm

##### **Illumination Unit**

<b>Illumination Field</b>	:	Slit width: 0 to 9mm, can be altered gradually (9mm=circle) Slit length: 1 to 8mm, can be altered gradually
<b>Aperture Diameter</b>	:	φ9, 8, 5, 3, 2, 1, 0.2mm
<b>Slit Direction</b>	:	Vertical to horizontal, can be altered gradually
<b>Inclination</b>	:	5°, 10°, 15°, 20° from below Available for use side swing
<b>Filter</b>	:	Blue filter, red-free filter, ND filter (13% transmission), UV cut filter (normal use), IR cut filter (normal use)
<b>Illumination Lamp</b>	:	Halogen type: 6V 20W

##### **Base Unit**

<b>Forward-backward Movement Length</b>	:	90mm
<b>Right-left Movement Length</b>	:	100mm.
<b>Vertical Movement Length</b>	:	30mm.
<b>Fine Adjustment in All Directions Length</b>	:	12mm

##### **Chinrest Unit**

<b>Adjustable Range of The Vertical Direction</b>	:	80mm
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**Fixation Target** : Fixation target with diopter adjustment  
 Light source for fixation target: LED

**Other Specification**

**Dimensions** : w/Table 550mm (W) x 430mm (D) x 760 to 790mm (H)  
**Weight** : 17.5kg  
**Power Supply** : 100-240V AC 50-60Hz, 80VA

**Original Goldman Application Tonometer:**  
**The Gold Standard in IOP Measurement**

The Application Tonometer is still the most widely used instruments to measure intraocular pressure. The advantage of the "Goldman" method are considerable. The measurement can be carried out on the patient sitting at the slit lamp in conjunction with other routine microscopic examinations. The accuracy of the measurement is extremely high. The average deviation in any one single examination does not exceed +/- 0.5. Mm HG. Furthermore, repeated measuring procedures do not reduce the ocular pressure, as no massing effects occur. Last but not least, there are no standardization or calibration difficulties.

Technical specifications:

Measuring Force Generated	through leverage weight
Measurement Range	0 – 80 mm Hg
Measurement Deviation	The measurement deviation in the measuring prism is in the measuring range from 0 – 58.84 MN and amounts to a maximum of ±1.5% and to a minimum Of ±0.49 MN of the nominal value.
Backlash Width	≤0.49 MN

**System Contains:**

- Slit Lamp x 01
- Original Goldman Application Tonometer x 01
- Tonometer Prisms x 02
- Calibration Rod x 01
- Motorized Stand x 01

(Country of origin Japan & Switzerland)

**F. Inspections and tests**

The following inspections and tests shall be performed:

The samples will be checked, and the bidders will be shortlisted only on the basis of providing quality items.

If the goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective goods to the satisfaction of the purchaser.

**SECTION 6: CONDITIONS OF CONTRACT/PO AND CONTRACT FORMS**

6.1 Standard Terms and Conditions for Purchase Order

1. **Agreement**

Acceptance of this Purchase Order (PO) by the Supplier shall effect a contract between MALC and the Supplier (each, a "Party" and jointly, the "Parties"). The Supplier's acknowledgement of the PO, delivery of any goods under the PO, or acceptance of any payment shall constitute acceptance of the PO. The rights and obligations of the Parties shall be governed solely by the PO which shall include the Standard Terms & Conditions and any Annexes (collectively, the "Agreement"). No additional or inconsistent provisions proposed by the Supplier shall bind MALC unless agreed to in writing by a duly authorized MALC official. In the event of a conflict between the terms of any Annex to the PO and the Standard Terms & Conditions, the Standard Terms & Conditions shall prevail. The Supplier agrees to provide the goods as described in the PO in accordance with the Standard Terms & Conditions and any Annexes.

**2. PO Identification**

The PO number must appear on all invoices, bills of lading, packing slips, cartons, and correspondence.

**3. Delivery**

Time is of the essence in the performance of this Agreement. If the Supplier fails to make available or provide the goods within the delivery schedule stated on this PO, together with associated shipment documentation (including, without limitation, bills of lading, airway bills and commercial invoices) as are specified in the Agreement or otherwise as are customarily utilized in the trade, MALC reserves the right to (a) cancel the PO without liability and charge to the Supplier for any costs incurred as a result of Supplier's failure to deliver within the delivery schedule specified, and (b) without prejudice to other remedies under this PO, deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total value of goods per day or part thereof up to a maximum of 10% of the total value of the goods. MALC shall have the right to deduct such amount from the Supplier's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Supplier. Acceptance of goods delivered late shall not be deemed a waiver of MALC's rights to hold the Supplier liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Supplier's obligation to deliver further goods in accordance with the Agreement.

**4. Payment**

Supplier shall invoice MALC upon delivery of the goods and payment shall be made within the period stated in the "Terms of Payment" of the PO, after receipt of the invoice, proof of dispatch and any other documents specified in the Agreement.

**5. Adjustment**

MALC reserves the right to change at any time the quantity, packaging, unit size, place and/or time of delivery. Supplier agrees to proceed with this PO in accordance with any such change(s) and to submit a claim request for an equitable adjustment in the PO price or delivery term caused by such change(s). Any claim by Supplier for equitable adjustments under this clause shall be invalid unless communicated in writing within 10 calendar days from receipt by Supplier of MALC's change(s). No change in, modification of, or revision to this PO shall be valid unless in writing and signed by an authorized representative of MALC.

**6. Packaging**

Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the goods being delivered to MALC will be free of damage. Packaging must be adequate to allow for rough handling during transit, exposure to extreme temperatures, salt and precipitation during transit and open storage, with consideration for the type of goods and transportation mode. MALC reserves the right to reject any shipment that is deemed not to have been packaged adequately.

**7. Inspection and Acceptance**

- (a) MALC or its representative shall have the right to inspect and/or test the goods at no extra cost to MALC at the premises of the Supplier, at the point of delivery or at the final destination. The Supplier shall facilitate such inspections/testing and provide required assistance.
- (b) MALC shall have 10 calendar days after receipt of the goods to inspect them and either accept or reject them as non-conforming with this PO. Based on an inspection of a valid sample, MALC may reject the entire delivery. MALC may also charge the cost of inspecting rejected goods to the Supplier. MALC's right to reject the goods shall not be limited or waived by the goods having been previously inspected or tested by MALC prior to delivery.
- (c) At the request of MALC, the Supplier will replace some or all rejected goods at the Supplier's cost (including transportation), or fully reimburse MALC for the price paid (including transportation) for the rejected goods. MALC may return rejected goods to the Supplier (transportation charges for the Supplier's account), or hold rejected goods for disposition at Supplier's risk and expense.
- (d) Supplier agrees that MALC's payment under this PO shall not be deemed acceptance of any goods

- delivered hereunder.
- (e) The Supplier agrees that any acceptance of the goods by MALC does not release the Supplier from any warranty or other obligations under this PO
  - (f) Title to the goods shall pass to MALC when the goods are delivered and accepted by MALC.

## 8. Warranties

### 8.1 Supplier represents and warrants that:

- (a) The goods conform to the specifications, drawings, samples, or other descriptions furnished or specified by MALC and are free from defect in material and workmanship. This warranty shall remain valid for twelve (12) months after the goods have been delivered to and accepted at the final destination. MALC's continued use of such goods after notifying Supplier of their defect or failure to conform will not be considered a waiver of Supplier's warranty.
- (b) It has full title to the goods and is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to carry out fully and satisfactorily, within the stipulated completion period, the delivery of the goods in accordance with this PO;
- (c) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this PO;
- (d) In all circumstances it shall act in the best interests of MALC;
- (e) No official of MALC or any third party has received or will be offered by the Supplier any direct or indirect benefit arising from the PO or award thereof;
- (f) It has not misrepresented or concealed any material facts in the procuring of this PO;
- (g) The Supplier, its staff or shareholders have not previously been declared by MALC ineligible to be awarded contracts by the MALC;
- (h) It will abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (i) The prices established hereunder shall not exceed those offered for similar goods to Supplier's other customers;
- (j) The remuneration of the Supplier under this PO shall constitute the sole remuneration in connection with this PO. The Supplier shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this PO or the discharge of its obligations thereunder. The Supplier shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.
- (k) The Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism. If, during the term of this PO, the Supplier determines there are credible allegations that funds transferred to it in accordance with this PO have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform MALC immediately which, shall determine an appropriate response. The Supplier shall ensure that this requirement is included in all subcontracts.

### 8.2 The Supplier further warrants that:

- (a) It shall take all appropriate measures to prevent actual, attempted or threatened sexual exploitation or abuse (PSEA) by its employees or any other persons engaged and controlled by it to perform any activities under this Agreement. In addition, it shall take all appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, or services at their disposal under this Agreement, for sexual favors or activities.
- (b) It shall strongly discourage sexual relationships between its employees and MALC beneficiaries, and between any other person engaged and controlled by it to perform activities under this Agreement

and MALC beneficiaries.

- (c) It shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement do not engage in sexual activity with children (persons under the age of 18) regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defense. This prohibition shall not apply where the employee or other person engaged and controlled by it to perform activities under this Agreement is legally married to someone under the age of 18 but over the age of majority or consent in their country of citizenship.
  
- (d) It shall report all and any complaints or concerns regarding possible PSEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or MALC personnel; and it shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement shall report to MALC and/or the Supplier any complaints or concerns regarding possible PSEA by its employees, any other persons engaged and controlled by it to perform any activities.

Check the appropriate box	Description
<input type="checkbox"/>	<b>YES</b> , we intend to submit a bid.
<input type="checkbox"/>	<b>NO</b> . We are unable to submit a competitive offer for the requested goods/works/services at the moment

If you selected NO above, please state the reason(s) below:

Check applicable	Description
<input type="checkbox"/>	The requested goods/services are not within our range of supply
<input type="checkbox"/>	We are unable to submit a competitive offer for the requested products at the moment
<input type="checkbox"/>	The requested products are not available at the moment
<input type="checkbox"/>	We cannot meet the requested specifications
<input type="checkbox"/>	We cannot offer the requested type of packing
<input type="checkbox"/>	The information provided for bidding purposes is insufficient
<input type="checkbox"/>	Your ITB is too complicated
<input type="checkbox"/>	Insufficient time is allowed to prepare a bid
<input type="checkbox"/>	We cannot meet the delivery requirements
<input type="checkbox"/>	We cannot adhere to your terms and conditions e.g. payment terms, request for Performance security, etc. Please provide details below.
<input type="checkbox"/>	Sustainability criteria/requirements are too stringent (if applicable)
<input type="checkbox"/>	Your volume is too small and does not meet our order quantity
<input type="checkbox"/>	Our production capacity is currently full
<input type="checkbox"/>	We had to give priority to other clients' requests
<input type="checkbox"/>	We do not sell directly but through distributors
<input type="checkbox"/>	We have no after-sales service available
<input type="checkbox"/>	The person handling the bids is away from the office
<input type="checkbox"/>	Other (please provide reasons below):
Further information: <a href="#">Click or tap here to enter text.</a>	
<input type="checkbox"/>	We would like to receive future ITBs for this type of goods
<input type="checkbox"/>	We don't want to receive ITBs for this type of goods

Questions to the bidder concerning the reasons for NO BID should be addressed to MALC Supply chain Department  
 Tel: (0092-21) 35684151., email [bids@malc.org.pk](mailto:bids@malc.org.pk).

FORM B: CHECKLIST

This form serves as a checklist for preparation of your bid. Please complete the returnable bidding forms in accordance with the instructions and return them as part of your bid submission: No alteration to the format of forms shall be permitted and no substitution shall be accepted.

Before submitting your bid, please ensure compliance with the instructions in Section 2: Instructions to Bidders and Section 3: Data Sheet.

**Technical bid:**

<b>Have you duly completed all the returnable bidding forms?</b>	
▪ Form C: Bid Submission	<input type="checkbox"/>
▪ Form D: Bidder Information	<input type="checkbox"/>
▪ Form E: Joint Venture/Consortium/Association Information (if applicable)	<input type="checkbox"/>
▪ Form F: Eligibility and Qualification	<input type="checkbox"/>
▪ Form G: Technical Bid/Bill of Quantities	<input type="checkbox"/>
▪ Form I: Bid Security	<input type="checkbox"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>
<b>Have you provided the required documents in support of Form D: Bidder Information?</b>	<input type="checkbox"/>

**Price Schedule:**

▪ Form H: Price Schedule	<input type="checkbox"/>
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**FORM C: BID SUBMISSION**

Name of bidder:		Date:	
ITB reference:	ITB/MALC/November/2024		

**FORM C: BID SUBMISSION**

Name of bidder:		Date:	
ITB reference:	ITB/MALC/November/2024		

We, the undersigned, offer to supply the goods and related services required for MALC in accordance with your Invitation to Bid No. ITB/PAK/November/2024. We hereby submit our bid, which includes this Technical Bid and PriceSchedule.

The total price of our bid, excluding any discounts offered below is Amount of Rest. \_\_\_\_\_

The discounts offered and the methodology of their application are: \_\_\_\_\_

• **Discounts:** If our bid is accepted, the following discounts shall apply \_\_\_\_\_

• **Methodology of application of the discounts:** The discounts shall be applied using the following method: \_\_\_\_\_

**BIDDER'S DECLARATION OF CONFORMITY**

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organization; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labor and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company.

<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and Satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of MALC.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that no official of MALC or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of MALC as an intergovernmental organization.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with Terrorism.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform MALC immediately of any change to the information Provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered Into between the Supplier and MALC.
<input type="checkbox"/>	<input type="checkbox"/>	MALC reserves the right to terminate any contract between MALC and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

Name of bidder:		Date:	
ITB reference:	ITB/PAK/Nov/2024		

To be completed and returned with your bid if the bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information <i>(address, telephone numbers, fax numbers, e-mail address)</i>	The proposed proportion of responsibilities (in %) and type of goods, works and/or services to be performed
1		
2		
3		

<p><b>Name of leading partner</b></p> <p>(With authority to bind the JV, Consortium, and Association during the ITB process and, in the event a contract is awarded, during contract execution)</p>	
---	--

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture    **OR**     JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to [Click or tap here to enter text](#) for the fulfilment of the provisions of the Contract.

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

FORM F: ELIGIBILITY AND QUALIFICATION FORM

Name of bidder:		Date:	
ITB reference:	ITB/MALC/November/2024		

***If JV/Consortium/Association, to be completed by each partner.***

**History of Non- Performing Contracts**

<input type="checkbox"/> No non-performing contracts during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in PKR)
		Name of Client: Address of Client: Reason(s) for non-performance:	

**Litigation History** (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (state currency)	Contract Identification	Total Contract Amount (state currency)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

**Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the bidder’s individual experts working privately or through other firms cannot be claimed as the relevant experience of the bidder, or that of the bidder’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken and role (Contractor, sub-contractor or consortium member)

*Bidders may also attach their own Project Data Sheets with more details for assignments above.*

Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

FORM G: TECHNICAL BID

Name of bidder:		Date:	
ITB reference:	ITB/MALC/November/2024		

Goods, works and/or services to be Supplied	Bidder's response				
	Compliance with technical specifications and brochures attached (As per technical specification of Good in section 5)		Delivery Date <i>(Confirm that you comply or indicate your delivery date)</i>	Quality Certificate/Export License, etc. <i>(indicate all that apply and attach)</i>	Comments
	Yes, we comply	No, we cannot comply  <i>(Indicate discrepancies)</i>			
Topcon Slit Lamp With Haag-Streit Applanation Tonometer					
Topcon LED Slit Lamp With Haag-Streit Applanation Tonometer					
Lensmeter (external Reading)					
Ophthalmoscope /Retinoscope Combined Set					

Other Related services and requirements  <i>(Based on the information provided in Section 5)</i>	Compliance with requirements		Details or comments on the related requirements
	Yes, we comply.	No, we cannot comply.  <i>(Indicate discrepancies)</i>	
Delivery Term			

FORM H: PRICE SCHEDULE

Name of bidder:		Date:	
ITB reference:	ITB//November/2024		

Bidders shall fill in these Price Schedule Forms in accordance with the instructions indicated

**Bid Summary**

<b>Bidder's Total prices exclusive of taxes (without delivery)</b>	
<b>Bidder's Total prices inclusive of taxes (without delivery)</b>	
<b>Total Price of Delivery</b>	
<b>Total Price of Related Services</b>	
<b>Freight Cost (if applicable)</b>	

**Prices for Ophthalmic Equipment.**

S. No	Specification	QTY	Origin	Rates	Amount
1	Topcon Slit Lamp With Haag-Streit Applanation Tono meter				
2	Topcon LED Slit Lamp With Haag-Streit Applanation Tonometer				
3	Lensmeter (external Reading)				
4	Ophthalmoscope /Retinoscope Combined Set				
<b>Total Amount</b>					

Grand Total in Words \_\_\_\_\_

I, the undersigned, certify that I am duly authorized by MALC to sign this bid.  
 Should MALC accept this bid?

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

FORM I: BID SECURITY

## FORM FOR BID SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

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To: MALC Pakistan

Address Mariam Manzil, AM-21, Off: Shahrah-e-Liaquat Karachi, Pakistan

Tel: (0092-21) 35684151, 35688018

Web: [www.malc.org.pk](http://www.malc.org.pk), Email: [bids@malc.org.pk](mailto:bids@malc.org.pk)

WHEREAS [name and address of Contractor] (hereinafter called "the Bidder") has submitted a Bid to MALC dated \_\_\_\_\_, to deliver goods and execute related services for *SUPPLY AND DELIVERY OF OPHTHALMIC EQUIPMENTS* (hereinafter called "the Bid"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

- a) Fails to sign the Contract/PO after MALC has awarded it.
- b) Withdraws its Bid after the date of the opening of the Bid.
- c) Fails to comply with MALC's variation of requirement, as per ITB (ITB/PAK/November/2024/); or
- d) Fails to furnish Performance Security, insurances, or other documents that MALC may require as a condition to rendering the contract/PO effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of [amount of guarantee] [in words and numbers], such sum being payable in the types and proportions of currencies in which the Price Bid is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until 30 days after the date of validity of the bids.

### **SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Date: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

To,  
The Admin  
MALC Karachi.

**Subject: Pre-Qualification Registration of Firms.**

Please register our firm as supplier for goods to MALC. Our particulars are given below:

1. Name of Firm \_\_\_\_\_
2. Present business Address \_\_\_\_\_  
\_\_\_\_\_
3. Telephone # \_\_\_\_\_ Cell # \_\_\_\_\_ Email \_\_\_\_\_
4. Proprietor's /Owners Name \_\_\_\_\_
5. Proprietors Residential Address \_\_\_\_\_  
\_\_\_\_\_
6. Telephone # \_\_\_\_\_ Cell # \_\_\_\_\_ SRB Rag # \_\_\_\_\_
7. Proprietor's CNIC No. \_\_\_\_\_
8. Sales Tax Registration No. \_\_\_\_\_ NTN No. \_\_\_\_\_  
Banker's Name & Current A/C No. \_\_\_\_\_
9. Category for which pre-qualification is desired \_\_\_\_\_
10. Whether Manufacturers, Importers, Wholesalers, Agent, Distributors \_\_\_\_\_
11. Whether ever blacklisted YES/NO \_\_\_\_\_ if yes, give details.

Signature & Seal of the Firm \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Dated \_\_\_\_\_

**Document Required:**

- 1 Profile of business.
- 2 Registration Certificate from recognized body.
- 3 Agency Agreement/Registration Certificate etc.
- 4 NTN registration.
- 5 NIC copy
- 6 Income Tax Return Challan.

## 1. MINIMUM TERMS & CONDITIONS FOR POST QUALIFICATION PROCUREMENT

Following Conditions of the Purchase/Services/Repair & Maintenance will be applied to the post-qualification's procurements:

- 1.1. Incomplete and conditional responses will not be accepted.
- 1.2. The selected pre-qualified bidder will be responsible to deliver equipment at the sites at its own risk and cost.
- 1.3. The supplier will confirm the Acceptance/ Acknowledgment of its receipt on Purchase Orders/ Work Order after the receipt of the Purchase Orders/ Work Order from the Purchaser.
- 1.4. All goods must be accompanied by Delivery Challan on which the Order No., quantity and supplier's name is clearly shown.
- 1.5. The period of deliveries/Repair & Maintenance will commence from the date of the receipt of the Purchase Order by the supplier or as specified on the Purchase Order/Work Order.
- 1.6. The Purchaser reserves the right to inspect any goods when received and Repair & Maintenance work at designated MALC office by Authorized Officials as per Purchase /Work order issued to the Firm.
- 1.7. A satisfactory report regarding goods delivered/ Repair & Maintenance work shall be furnished by the Purchaser's Authorized Officer.
- 1.8. Goods supplied must correspond in all respects, with the Purchase Order and must conform in every respect to sample specification. In the absence of sample, goods supplied must be the best and of first class workmanship, failure to comply with this Clause will render the goods liable to be rejected.
- 1.9. All items must be new, original and meet in all respects with the description details and conditions of the Purchase Order, and must be in good condition on receipt, otherwise they will be liable to rejection.
- 1.10. The supplier will deliver the goods ordered to the authorized representative of the Purchaser who will sign on each delivery note, otherwise the Purchaser will not be held responsible for the goods delivered contrary, to this instruction.
- 1.11. In case of rejection of goods or items, it will be at supplier's risk and expense. Any item received damaged will not be accepted and will be removed by the supplier for replacement at their expense.
- 1.12. **Liquidated Damages**
  - a) In case of delay the Chief Executive, MALC reserves the right to impose a penalty not exceeding 10% of the total amount of the Work/Purchase Order contract at the rate of 1% for each week of delay
  - b) If the Firm/Vendor fails to complete work as per MALC requirement, the Chief Executive, MALC reserves the right to reject it altogether or impose a penalty not exceeding 50% of the total amount of the contract.
- 1.13. **Force Majeure**
  - a) "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 Purchase Order/Work Order/Contract 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 (except where such strikes, lockouts or other industrial issues are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Purchase Order/Work Order/Contract, the dispute be referred for resolution by arbitration under the place for arbitration shall be decided by the purchaser.
  - b) 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 Purchase Order/Work Order/Contract and (B) avoid or overcome in the carrying out of its obligations here under.
  - c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### 1.14. Blacklisting

- a) If the Supplier fails / delays in performance of any of the obligations, under the Purchase Order/Work Order/Contract and violates any of the provisions, breach of any of the terms and conditions of the Purchase Order/Contract, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Supplier, either indefinitely or for a stated period.
- b) If the Supplier is found to have engaged in corrupt or fraudulent practices in competing for the award of the Purchase/Work Order/Contract, The Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist The Supplier, either indefinitely or for a stated period.

#### 1.15. Dispute Resolution

- a) The Purchaser and the Supplier shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- b) In case of any dispute, the matter will be referred to Chief Executive (MALC), whose decision will be binding on both parties.

## ANNEXURE-A

Format for Covering Letter

To

(Name and address of Purchaser)

Sub: \_\_\_\_\_

Dear Sir,

- a) Having examined the Pre-Qualification document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of Purchase Order/Contract.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Purchaser.
- c) We agree to abide by this proposal for the period of \_\_\_\_\_ days (as per requirement of the Project) from the date of opening and it shall remain binding upon us and may be accepted at anytime before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by **MALC**, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept any proposal you may receive, not to give any reason for rejection of any proposal and that you will not defray any expenses incurred by us in Pre- Qualification.

Authorized Signatures with Official Seal: \_\_\_\_\_

**ANNEXURE-B INTEGRITY PACT  
 (To be submitted on Rs. 50 Stamp Paper)**

**AFFIDAVIT**

We \_\_\_\_\_ (Name of the Firm/ Supplier) being the first duly sworn on oath submit, that Mr. /Ms. \_\_\_\_\_ (if participating through agent / representative) is the agent / representative duly authorized by \_\_\_\_\_ (Name of the Firm/Supplier) hereinafter called the Supplier to submit the attached proposal to the \_\_\_\_\_ (Name of the Purchaser). Affiant further states that the said

1. M/s \_\_\_\_\_ (Firm/ Supplier Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of MALC any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the Firm/ Supplier in the Pre-Qualification Process and in the evaluation and selection of the Firm/ Supplier for contract or Participating in further Procurement Procedures or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.
2. \_\_\_ [The Firm/ 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 the Purchaser and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support.
3. \_\_\_ [The Firm/ 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 / support. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Purchaser under any law, contract or other instrument, be voidable at the option of the Purchaser.
4. \_\_\_ [The Firm/ Supplier] certifies that it has no blood relationship “(for example father, brother, uncle and nephew etc) with any member of MALC that may impact the neutrality of the Purchase contract being awarded.
5. Notwithstanding any rights and remedies exercised by the Purchaser in this regard, \_\_\_\_\_ [the Firm/ Supplier] agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by \_\_\_\_\_ [the Firm/ 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 the Purchaser.
6. \_\_\_ [The Firm/ Supplier] ensure that our personnel, agents, contractors and subcontractors conform to the highest standards of moral and ethical conduct. Any failure by to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof or to take corrective action, shall constitute grounds for termination of the Agreement.

**\*\*Prevention of Sexual Exploitation and Abuse (PSEA) Clause\*\***

1. The Vendor acknowledges and agrees to adhere to the highest standards of conduct in Preventing Sexual Exploitation and Abuse. (PSEA)
2. The Vendor shall ensure that its personnel, subcontractors, and any other individuals associated with the contract comply with PSEA principles.
3. Any violation of this clause will result in immediate termination of the contract. Legal actions may also be pursued.
4. The Vendor commits to reporting any incidents of sexual exploitation or abuse promptly to the contracting agency.
5. MALC reserves the right to conduct regular monitoring and compliance checks to verify adherence to this clause.

The Vendor affirms its commitment to maintaining a safe and respectful environment for all involved parties.

Authorized Signature & Stamp Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
 ANNEXURE-C

**(To be submitted on PKR 100 - Legal Stamp Paper)**

**UNDERTAKING/ AFFIDAVIT**

I/ We, \_\_\_\_\_ S/o \_\_\_\_\_ Having CNIC \_\_\_\_\_

Address: \_\_\_\_\_ working as \_\_\_\_\_ in Name of organization do hereby solemnly affirm and declare as under:-

1. That M/s. \_\_\_\_\_ is registered under \_\_\_\_\_ and its registration number is \_\_\_\_\_.
2. I/ We hereby confirm and declare that M/s. \_\_\_\_\_ is not blacklisted/delisted or debarred list with any company of Private/Public Ltd. or Government Company/Govt. department.
3. I/We hereby confirm and declare that M/s. \_\_\_\_\_ is not involved in any illegal activity and/or not charge sheeted for any criminal or fraudulent act.
4. That I/ we further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our application is found other-wise or incorrect or false at any stage, my/our firm/ company shall stand debarred from the present and future tenders.
5. We have gone through all the conditions of Pre-Qualification and is liable to any punitive action for furnishing false information / documents.

**WITNESS 1:**

Name: \_\_\_\_\_

CNIC: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**WITNESS 2:**

Name: \_\_\_\_\_

CNIC: \_\_\_\_\_

ADDRESS: \_\_\_\_\_