

STANDARD BIDDING DOCUMENTS
FOR
PURCHASE OF GENETIC ANALYZER / SEQUENCER /
GENOTYPING FOR PUBLIC HEALTH REFERENCE LAB
(PHRL)

MAY 2021
KHYBER MEDICAL UNIVERSITY
PESHAWAR,
(KHYBER PAKHTUNKHWA)

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KHYBER MEDICAL UNIVERSITY
PHASE-V, HAYATABAD, PESHAWAR,
KHYBER PAKHTUNKHWA, PAKISTAN

TENDER NOTICE

The Khyber Medical University, Peshawar invites sealed tenders for purchase of following item from the Manufacturers/Importers/Authorized Dealers duly registered with Sales Tax, Income Tax (who are on ACTIVE TAX PAYERS LIST of FBR) and Excise & Taxation Department of Khyber Pakhtunkhwa.

| S# | Description of Items |
|----|---|
| 1. | Genetic Analyzer / Sequencer / Genotyper for Public Health Reference Lab (PHRL) |

The method of selection will be single stage two envelopes procedure.

Interested firms can download bidding documents including quantity, specification and detailed terms & conditions from KMU website: www.kmu.edu.pk

The Bid may be dropped in the tender box placed in the KMU Administration Block, Peshawar positively by 18/05/2021 (1030 hours).

The Bids/Technical Proposals will be opened in the KMU Committee Room on 18/05/2021 at 1100 hours by the KMU Purchase Committee in the presence of the bidders or their representatives who choose to attend.

Taxes will be deducted as per Govt: Rules.

**Chairman Purchase Committee
Khyber Medical University, Peshawar**

Section – II

TERMS & CONDITIONS / INSTRUCTIONS TO BIDDERS

- **Bidding Process:**

Authorized dealers / Manufacturers shall be selected through an open competitive bidding process by single stage two envelopes procedure in accordance with Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) rules.

- **Eligibility Criteria:**

Bidders must give compliance to the below mentioned clauses as these are mandatory to be eligible for the bidding process.

- The authorized dealers / manufacturers / suppliers must be registered with Income Tax, Sales Tax, having NTN and being reflected as active taxpayer on the list of FBR. Relevant certificates must be attached.
 - The bidder shall provide an undertaking that the organization has not been declared as a black listed authorized dealers / manufacturers / suppliers by any Governmental / Semi-Governmental institutions.
- **General Conditions:**
 - Sealed Envelope containing two envelopes clearly marked “**Technical Proposal**” and the other “**Financial Proposal**” must reach the Tender Box before the due date and time mentioned in tender. The tender should be in sealed cover envelope clearly written thereon “**Quotations for**” the name of the Firm/Service provider with full address and telephone/ fax number must be written on the back of the quotation. If the envelope is not sealed and marked as above, the University will not be responsible for misplacement or pre-mature opening of bid.
 - Sealed **Technical Proposal envelope** should comprise of the following documents/proof.
 - Copy of registration with FBR, Sales Tax, KP Excise & Taxation Deptt:.
 - Bidding Documents without mentioning rates (each page signed and stamped by authorized person of the bidder with designation after detaching pages of Section –IV of Bidding Document) .
 - Undertaking of call deposit.
 - Undertaking of non-black Listing.

- Authorized Dealership or proof of import.
 - Bidders Profile(relevant document as mentioned Section-VII –Bid Evaluation Criteria)
- Sealed **Financial Proposal envelope** should comprise of the following documents / proof.
 - Unit Rate (inclusive of all taxes) both in figures and words on bidder’s letter head.
 - Unit Rate(inclusive of all taxes) both in figures and words on pages of Section –IV of Bidding Document issued by Procurement Section of Khyber Medical University.
 - Call deposits
 - Sealed Envelope containing two envelope clearly marked “Technical Proposal” and the other “Financial Proposal“ must reach the Tender Box before the due date and time mentioned in tender. The tender should be in sealed cover envelop clearly written thereon “**quotations for -----**” the name of the supplier with full address and telephone/ fax number must be written on the back of the quotation. If the envelop is not sealed and marked as above, the University will not be responsible for misplacement or pre-mature opening of bid
 - All prices quoted must be mentioned in Pak Rupees (PKR) and must be inclusive of all applicable taxes. The rates should be mentioned in both words and figures. Rates with cutting or overwriting will be considered as nonresponsive. No tender with conditional, ambiguous and alternate price will be considered.
 - If the successful bidder fails to supply the specified items within the stipulated period mentioned in the Supply Order as and when issued, KMU reserves theright to award supply order to the 2nd (second) lowest bidder and forfeit bid security of the first lowest bidder.
 - The payment will be released after inspection by KMU Inspection Committee and satisfactory report submitted by the end user. If any item is rejected by KMU Technical/Inspection Committee, the supplier will be bound to replace it within 03 days at his own risk and cost.
 - A Call Deposit/Banker’s Cheque /Pay Order equal to 2 % of the quoted value

will be considered as nonresponsive. The Call Deposit /Banker's cheque/pay order should be in favor of the Treasurer, Khyber Medical University, Peshawar. Cheques and insurance guarantees will not be accepted. The call deposits shall be verified before the preparation of comparative statements and if found fake, legal action will be taken against the firm as per rules. Each page of the bidding documents must be signed and stamped before submission to Khyber Medical University.

- Bid Security of bidders who do not technically qualify shall be returned without opening of their financial bid.
- Copies of registration with income tax, sales tax and clearance of Excise & Taxation department of Khyber Pakhtunkhwa.
- Income Tax, General Sales Tax, stamp duty and all applicable taxes will be deducted from the supplier as per government rules.
- Security @10% of the total bill of each will be deducted from the supplier at the time of payment. The retained security amount will be release after 01 year of supplies after receipt of satisfactory report from end user.
- The approved suppliers will be responsible for the replacement of spare parts free of cost during the guarantee period, which should be mentioned in the quotation and should be at least two years. In this regard a contract / agreement will have to be signed between the supplier and KMU.
- In case of fraudulent practice by the supplier, strict action will be taken against the supplier i.e. forfeit of security and call deposit amount and penalty.
- No partial payment will be made against partial supply/ delivery.
- The successful supplier will have to make an agreement on stamp papers for the supply of the items according to the Contract.

Section – III SPECIFICATIONS

| Description of Items | Specifications |
|--|--|
| <p>Genetic Analyzer/Sequencer/Genotyper</p> | <p>4- capillary System</p> <p>Capabilities</p> <ol style="list-style-type: none"> 1. Direct Sanger Sequencing for <ul style="list-style-type: none"> • <i>De novo</i> sequencing • NGS confirmation • Mutation Detection • Microbial Detection • Minor variant Detection • Mitochondrial Sequencing • Genome Editing Verification 2. Fragment Analysis <ul style="list-style-type: none"> • Microsatellite analysis • PCR amplicon size determination • Compatible with MLPA PCR • SNaPshot® SBE Analysis • One polymer for both sequencing and fragment analysis <p>Sample Formats: Compatible with 8-tubes strips and 96-well plates</p> <p>Automatic Calibration before run</p> <p>Software with following Capabilities</p> <ul style="list-style-type: none"> • On board Variant Calling • Post-sequencing analysis on PC, with gene mapping, SNP genotyping, Loss of Heterozygosity. <p>On board computer/storage</p> <p>Accessory Compatible computer/laptop for analysis</p> <p>Reagents/cartridges sufficient for 3000 Sequencing Reaction including</p> <ul style="list-style-type: none"> • Sequencing Reaction reagent • POP for Sequencing and fragment Analysis • PCR cleanup kit/reagent • Consumables for analyzer (Cartridge/Array, running buffers) • Hi-Di™ Formamide or equivalent solvent • Primer Panels for SARS-CoV-2 Whole Genome Sequencing through Chain Termination Method <p>3-years Full services contract</p> <ul style="list-style-type: none"> • Technician (on company payroll) for equipment running • Dedicated Biomedical Engineer services for |

| | |
|--|---|
| | <p>installation, training and trouble shooting. Online Pure sinewave UPS with one hour backup</p> |
| <p>UV spectrophotometer with plate reader</p> | <p>Microplate Spectrophotometer: A UV/Vis microplate reader designed to be convenient and easy to use for any photometric absorption or turbidimetric research applications and especially DNA, RNA and protein analysis. This microplate reader is ideal for multi-user environments where a variety of endpoint, kinetic and spectral assays are performed. Should be available in different configurations.</p> <p>Specification</p> <p>Light Source Xenon flash lamp</p> <p>Reading Options 6-48, 96 and 384 well plates, Thermo Scientific μDrop Plates</p> <p>Read-out Range Up to 4 Abs</p> <p>Software Type SkanIt Software; Open License Software;</p> <p>Plate Type 6-48, 96 and 384 well plates, Thermo Scientific μDrop Plates</p> <p>Cuvettes No</p> <p>Wavelength Selection Monochromator</p> <p>Wavelength Range 200-1000 nm</p> <p>Bandwidth < 2.5 nm</p> <p>Photometric Linearity 0–2.5 Abs, 2% @ 450 nm</p> <p>Resolution 1 nm</p> <p>Accuracy (Photometric) 1.0% + 0.003 Abs (0–2.0 Abs), 2.0% (2.0– 2.5 Abs) @ 450 nm</p> |

Section – IV

BID SUBMISSION FORM

To

The Chairman
Purchase Committee
Khyber Medical University
Peshawar

Enclosed please find the offer to execute the contract of supply of Equipments for PHRL lab in accordance with the conditions of agreement accompanying this bid for the price of. We accept to supply the items within time mentioned in the supply order on the rate approved by the purchase committee. . This bid and your written acceptance will constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive. We hereby confirm that this bid complies with the validity of the bid required by the proposal documents. we are bound to make supply of items to Khyber Medical University during the stipulated time of supply order at the rate approved as and when Supply Order is issued by Procurement Office

1. Name of Supplier: _____
2. Address of Supplier: _____
3. Phone Number of Supplier: _____
4. Fax No. _____
5. Name of the authorized person: _____
6. Signature: _____
7. Designation of authorized person: _____
8. Stamp of the Supplying Agency: _____
9. Dated: _____

| Description of Items | Specifications | Unit Price (Inclusive of all Taxes) |
|--|---|-------------------------------------|
| Genetic Analyzer / Sequencer / Genotyper | <p>4- capillary System Capabilities</p> <ol style="list-style-type: none"> 1. Direct Sanger Sequencing for <ul style="list-style-type: none"> • <i>De novo</i> sequencing • NGS confirmation • Mutation Detection • Microbial Detection • Minor variant Detection • Mitochondrial Sequencing • Genome Editing Verification 2. Fragment Analysis <ul style="list-style-type: none"> • Microsatellite analysis • PCR amplicon size determination • Compatible with MLPA PCR • SNaPshot® SBE Analysis • One polymer for both sequencing and fragment analysis <p>Sample Formats: Compatible with 8-tubes strips and 96-well plates</p> <p>Automatic Calibration before run</p> <p>Software with following Capabilities</p> <ul style="list-style-type: none"> • On board Variant Calling • Post-sequencing analysis on PC, with gene mapping, SNP genotyping, Loss of Heterozygosity. <p>On board computer/storage</p> <p>Accessory Compatible computer/laptop for analysis</p> <p>Reagents/cartridges sufficient for 3000 Sequencing Reaction including</p> <ul style="list-style-type: none"> • Sequencing Reaction reagent • POP for Sequencing and fragment Analysis • PCR cleanup kit/reagent • Consumables for analyzer (Cartridge/Array, running buffers)Hi-Di™ Formamide or equivalent solvent • Primer Panels for SARS-CoV-2 Whole Genome Sequencing through Chain Termination Method <p>3-years Full services contract</p> <ul style="list-style-type: none"> • Technician (on company payroll) for equipment runningDedicated Biomedical Engineer services for installation, training and trouble shooting. <p>Online Pure sinewave UPS with one hour backup</p> | |

| | | |
|--|---|--|
| <p>UV spectrophotometer with plate reader</p> | <p>Microplate Spectrophotometer: A UV/Vis microplate reader designed to be convenient and easy to use for any photometric absorption or turbidimetric research applications and especially DNA, RNA and protein analysis. This microplate reader is ideal for multi-user environments where a variety of endpoint, kinetic and spectral assays are performed. Should be available in different configurations.</p> <p>Specification</p> <p>Light Source Xenon flash lamp</p> <p>Reading Options 6-48, 96 and 384 well plates, Thermo Scientific μDrop Plates</p> <p>Read-out Range Up to 4 Abs</p> <p>Software Type SkanIt Software; Open License Software;</p> <p>Plate Type 6-48, 96 and 384 well plates, Thermo Scientific μDrop Plates</p> <p>Cuvettes No</p> <p>Wavelength Selection Monochromator</p> <p>Wavelength Range 200-1000 nm</p> <p>Bandwidth < 2.5 nm</p> <p>Photometric Linearity 0–2.5 Abs, 2% @ 450 nm</p> <p>Resolution 1 nm</p> <p>Accuracy (Photometric) 1.0% + 0.003 Abs (0–2.0 Abs), 2.0% (2.0– 2.5 Abs) @ 450 nm</p> | |
|--|---|--|

Note: Also attach the technical bids/Specifications in MS Word format in Flash Drive.

Section – V

FORM OF CONTRACT AGREEMENT

This agreement made on this day _____ of _____ 2021 between the Khyber Medical University, Peshawar (herein after called the Purchaser) of the one part and _____ (herein after called the Supplier) of the other part.

Whereas the Purchaser invited bids for certain supply of Laboratory Items and has accepted a Bid by the Supplier for the supply of those equipments/Machinery /Furniture/ Goods. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- The following documents shall be deemed to form and be read as construed as part of this agreement viz:
 - The purchasers Notification to the Supplier of Award of Contract (Supply Order)
 - The form of Bid and the price schedule submitted by the Supplier;
 - APPENDICES to BID.
- The successful supplier shall be bound to supply the required item at approved rate within 30 day. In case of delay in supply within stipulated time the penalty @ 1% per 15 days for first 30 days and thereafter @ 2% per 15 days in the subsequent period.
- The item if found sub-standard or if not according to specification shall be replaced free of cost by the Supplier.
- The supplier shall be bound to deliver and install the approved equipments at the Site of installation at their own cost. However, the pre-requisite for the installation will be provided by the University.
- Strict action will be taken against the supplier in case of any fraudulent practice by the supplier.
- The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate the equipment / machinery deliver upon full fill recent of all the obligations stipulated in the Contract. The payment to the supplier will be made from the by Purchaser after installation and inspection by technical committee and satisfactory report by end-users.
- The Supplier is responsible for all taxes according to the laws of the Islamic Republic of Pakistan and Khyber Pakhtunkhwa Province.
- The Supplier shall be responsible for deduction of 1% stamp duty while executing the contract as per Provincial Assembly Notification No. PA/NWFP/legis-1/2001/13723 dated 7/07/2007 regarding finance bill article No.22 (A) (B).
- **Warranty:**

- The Supplier warrants that all the goods are new, unused and of the most recent or current models and that they incorporate all recent improvements in design and materials.
- The Supplier further warrants that the goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the condition prevailing in Khyber Pakhtunkhwa.
- The warranty shall remain valid for 03 years (36) both with spare parts and services after the goods have been delivered to and accepted by the Purchaser.
- The KMU shall give Notice to the supplier stating the nature of any such defects together with all available evidence thereof; promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- Upon receipt of such Notice, the supplier shall, within fifteen 24 hours days expeditionly replace the defective goods or parts thereof, at no cost to the Purchaser.
- If having been notified the Supplier fails to remedy the defects within the stipulated period, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the suppliers risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- The KMU Technical / Inspection Committee of University shall have the right to inspect / test the goods to confirm their conformity to the contract specification. The inspection and test may be conducted in the premises of KMU. The supplier shall provide all reasonable assistance, including access to drawings and production data, at no charge to the Purchaser.
- The purchaser may reject any equipment / machinery that fail to pass any test and / or inspection on do not conform to the specifications. The supplier shall replace the rejected equipment at no cost to the Purchaser and shall repeat the test or Inspection.
- **Termination:** Termination for default:

The Purchaser, without prejudice to any other remedy for breach of contract by notice of default sent to the supplier, may terminate the contract in whole or in part.

- If the supplier fails to deliver any or all of the goods within the period specified in the contract.
- If the supplier fails to perform any other obligation under the contract.

In the event the purchaser terminates the contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate Goods or related services similar to those undelivered or not performed, and the Supplier shall be liable to the purchaser to any additional costs for such similar goods.

- If the supplier, in the judgment of the purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the contract.
- **Assignment:** The supplier shall not assign, in whole or in part its obligation under the contract.

Party – 1

(Registrar)

Party – 2 (The Supplier)

Name of Supplier: _____

Address of Supplier: _____

Phone Number of Supplier: _____

Fax No. _____

Name of the authorized person:

Signature: _____

Designation of authorized person: _____

Stamp of the Firm: _____

Dated: _____

Witness No. 1

Name: _____

Signature: _____

CNIC No: _____

Witness No. 2

Name: _____

Signature: _____

CNIC No: _____

Section – VI

DELIVERY TIME

The successful supplier / firm will be bound to supply the required items within stipulated time mention in supply orders. In case of delay in supply within stipulated time of period @1% per 15 days for first 30 days and thereafter @2% per 15 days in the subsequent period.

Section – VIIBIDS EVALUATION CRITERIA/ TECHNICAL EVALUATION CRITERIA

| S# | Description of Variables | Total Points |
|----|---|--------------|
| 1. | Manufacturer Authorization Distributer Certificate (A certificate from OEM (Original Equipment Manufacturer) clarifying that the bidder is authorized by the manufacturer for the quoted items). | Mandatory |
| 2. | Registration with income tax (who are on Active Tax Payer List), Sales Tax and Excise and Taxation Department of Khyber Pakhtunkhwa. | Mandatory |
| 3. | Brochures/literature containing the specifications of the quoted equipment. (Offers from bidders who have not quoted the make/model and Brochure of the equipment will not be entertained and will be rejected in the preliminary technical evaluation process). | Mandatory |
| 4. | Undertaking from the bidder on judicial stamp paper that it has not been blacklisted by any government entity or its owner(s) has not been partner of any previously blacklisted firm(s) and has not been litigated by any government/autonomous entity. | Mandatory |
| 5. | Warranty Certificate (Warranty Period of at least three year both with spare parts and services). | Mandatory |
| 6. | Annual Audit Report (Last 3-years company annual audit report shall be provided). Company having capital resource of 50-99 Million= 5 Marks Company having capital resource of above 100 Million = 10 marks As at June 30, 2020. | 10 |
| 7. | List of Genetic analyzer/DNA sequencer supplied by the firm in Pakistan with Satisfactory/Performance Reports As evidenced by supply order, contract agreement and satisfactory performance report from end-user/client. 5 Marks for Each successful installation of genetic analyzer. Max of 20Marks. | 20 |
| 8. | Trained Human Resource and after-sale support | |
| | i. Company/Manufacturer trained Biomedical Engineer, stationed at Peshawar/Islamabad for Genetic Analyzer (Payroll of the Engineer must be attached). | 6 |
| | ii. Undertaking that the response time and resolution of any problem/technical issue/defect will be less than 24 hours. | 4 |
| 9 | Previous Projects Worth 4 marks for each completed project (worth at least Rs.10 million/project) in last three years (Max Marks20). | 20 |
| 10 | Conformance to Specification Full compliance with the required specifications (specification compliance Form attached) as per statement of Requirement. Compliance with Minor Deviation (up to 4 minor deviations subject to main function is not affected) More than 4 minor deviations or one major deviation in specification the bidder will be considered as non-responsive for the quoted item. (4 marks for each deviation will be deducted). | 30 |

| | | |
|-----------|---|------------|
| 11 | Product International Certification US FDA, CE, JIS (5 Marks for above any Certificate. Max-10 Marks) | 10 |
| | Total Technical Score | 100 |

- Technical Weightage 65%, Financial Weightage 35%
- Minimum qualifying marks (technical) 50 out of 100

Section – VIII

QUALIFICATION CRITERIA

The Financial Proposal of only those bidders will be entertained, who are technically qualified.

The bidders are required to attach document as per detail:

- Proof of Registration with Income Tax with FBR(who are on Active Tax Payers List)
- Proof of Registration of Sales Tax.
- Clearance Certificate/Professional Tax Certificate of Excise & Taxation Department, Khyber Pakhtunkhwa
- Authorized Dealership.
- Bidding Document (Each page stamp and signed by the authorized person of the bidding firm) issued by procurement Section of Khyber Medical University.
- All the require document as listed in Section-VII-Bid Evaluation Criteria.
- A proposal shall be rejected during the technical evaluation if the bid does not fulfill the minimum specified requirements, or lacking any document required for evaluation as already stated in Bid Evaluation Criteria.

Section –I X

BID VALIDITY

The price bid will remain valid up to 31-12-2021.