



PUNJAB INFORMATION TECHNOLOGY BOARD (PITB)

INVITATION TO BID

Punjab Information Technology Board (PITB), Government of the Punjab, invites bids for Procurement of Hospital Information Management System (HIMS) under Framework Contract.

2. Tender Document is available at www.pitb.gov.pk and www.ppra.punjab.gov.pk. The procurement shall be completed in accordance with the Punjab Procurement Rules 2014, on Single Stage - Two Envelope Bidding Procedure.
3. A single package containing Technical and Financial separate Bids, duly completed, signed, stamped, sealed and in complete conformity with Tender Document should be dropped, in the Tender Box No.1 placed at Reception of the PITB office, 13th Floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore, no later than 1500 Hours, within 15-days of first publication of this advertisement in national newspapers or uploading of relevant Tender Document on PITB & PPRA websites, whichever is later. The bids shall be opened at 1600 hours on last date for submission of bids, as per PPRA Rules, 2014.
4. All bids must be accompanied by Bid Security at the rate of 2% of total Tender/bid value in complete conformity of the clause "Bid Security" of the prescribed tender document. Bids which are incomplete, not sealed, not signed and stamped, late or submitted by other than specified mode will not be considered.
5. All prospective firms are required to collect a Challan Form from the Procurement Assistant, PITB at the given below address, to submit an amount of Rs. 2,000/- in PITB's Account. The deposit slip must accompany the bid; elsewise the bid shall stand rejected.
6. Income/Sales tax registration certificate and other documents as mentioned in Tender Document must accompany the bids. Taxes will be deducted as per Government rules.

Note: PITB management may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as provided under Rule-35 of Punjab Procurement Rules, 2014.

IPL-8806

Joint Director (Development & Procurement)

Punjab Information Technology Board

13th Floor, Arfa Software Technology Park, 346-B, Ferozpur Road Lahore.

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Tender Document

Tender No. 108072015-1

PROCUREMENT OF “HOSPITAL INFORMATION MANAGEMENT SYSTEM (HIMS)” UNDER FRAMEWORK CONTRACT



Punjab Information Technology Board (PITB)

11th Floor, Arfa Software Technology Park (ASTP),

346-B, Ferozepur Road, Lahore, Pakistan

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Important Note:

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of Punjab Procurement Rules, 2014

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.

1. Invitation to Bid

1.1 PPRA Rules to be followed

Punjab Procurement Rules, 2014 will be strictly followed. These may be obtained from PPRA's website.

<http://ppra.punjab.gov.pk/sites/ppra.pitb.gov.pk/files/Final%20Notified%20PPR-2014%20ammended%20upto%2011.03.2014.pdf>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

1.2 Mode of Advertisement(s)

As per Rule 12(1&2), this Tender is being placed online at PPRA's website, as well as being advertised in print media.

As per Rule 12(2), this Tender is also placed online at the website of Purchaser. The bidding document carrying all details can be downloaded from PITB's website <http://www.pitb.gov.pk> and from PPRA's website www.ppra.punjab.gov.pk for information only. All prospective bidders are required to collect a Challan Form from the Procurement Assistant, PITB at above given address; to submit an amount of Rs.2, 000/- in PITB's account. The deposit slip / Challan Form must accompany respective bid; otherwise the bid will stand rejected.

1.3 Type of Open Competitive Bidding

As per Rule 38(2)(a), Single Stage - Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

- (i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
- (ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";
- (iii) in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;
- (iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- (v) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- (vii) the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
- (viii) the lowest evaluated bidder shall be awarded the contract.

2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security (Earnest Money), as part of Financial bid and as per provisions of the clause "Bid Security" of this document in favor of "**Punjab Information Technology Board**". The complete bids as per required under this tender document must be delivered into the Tender Box No.1, placed at reception of Punjab Information Technology Board, not later than 1500 hours on last date of submission of bids i.e. **22nd July, 2015**, late bids shall not be considered. The Technical bids shall be publicly opened in the Committee Room of Punjab Information Technology Board, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at 1600 hours on **22nd July, 2015**. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the services must be received in writing to the Purchaser till **13th July, 2015**. Any query received after said date may not be entertained. All queries shall be responded to within due time. PITB may host a Q&A session, if required, at PITB premises (13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore). All Bidders shall be informed of the date and time in advance.

The bidder shall submit bids which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding "**Determination of Responsiveness of Bid**" and "**Rejection / Acceptance of the Tender**" for making their bids substantially responsive to the requirements of the Bidding Document.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Primary Contact

Rana Umair
Programme Officer
Email: rana.umair@pitb.gov.pk
11th Floor, Arfa Software Technology Park, 346-B,
Main Ferozepur Road, Lahore, Pakistan.

Secondary Contact

Omer Bin Fateh
Programme Officer
Email: omer.fateh@pitb.gov.pk
11th Floor, Arfa Software Technology Park, 346-B,
Main Ferozepur Road, Lahore, Pakistan.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

In this document, unless there is anything repugnant in the subject or context:

- 3.1 "Authorized Representative" means any representative appointed, from time to time, by the Purchaser or the Contractor.
- 3.2 "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- 3.3 "Client" means the Project lead of technical wing of the Purchaser for whose' particular project the Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- 3.4 "Bidder/Tenderer" means the interested Firm/Company/Supplier/Distributors that may provide or provides the I.T related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- 3.5 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 3.6 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.7 "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.
- 3.8 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.9 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Services in question.
- 3.10 "Day" means calendar day.
- 3.11 "Defects Liability Period" means the period following the award of LOA/Contract, during which the Contractor is responsible for making good, any flaws in Services provided under the Contract.
- 3.12 "Force majeure shall mean any event, act or other circumstances not being an event, act or circumstances under the control of the purchaser or of the Contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure.
- 3.13 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.14 "Prescribed" means prescribed in the Tender Document.
- 3.15 "Purchaser" means the Punjab Information Technology Board (PITB) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 3.16 "Services" means the services provided / required under the clause (6).
- 3.17 "Works" means work to be done by the Contractor under the Contract.
- 3.18 "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

4. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

5. Notice

- 5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:
 - 5.2 in writing;
 - 5.3 issued within reasonable time;
 - 5.4 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
 - 5.5 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

6. Tender Scope

- 6.1 Punjab Information Technology Board (PITB), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") "Procurement of "Hospital Information Management System (HIMS) Under Framework Contract".
- 6.2 Detailed items pertaining to scope are mentioned in **Annexure A**, compliance to which is absolutely essential.

7. Tender Eligibility/Qualification Criteria

Eligible Bidder/Tenderer is a Bidder/Tenderer who:

- 7.1 has a registered/incorporated company/firm in Pakistan with relevant business experience of last three 3 years as on, in joint venture (clause#9) there must be at least one locally registered company (Partner) of good repute, with relevant experience and proven track record, in the joint venture.
- 7.2 Must be registered with Tax Authorities as per prevailing latest tax rules. Only those companies which have valid registration with sales tax and income tax departments and having sound financial strengths can participate;
- 7.3 has valid Registration of General Sales Tax (GST) & National Tax Number (NTN);
- 7.4 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment;
- 7.5 has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking on legal stamp paper is mandatory)
- 7.6 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.
- 7.7 Services can only be supplied / sourced / routed from "origin" in "eligible" member countries.
 - a. "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
 - b. "Origin" shall be considered to be the place where the services are provided.

NOTE: Verifiable proof for all the above shall be mandatory. Non-submission may cause disqualification of the bidder for any further process

8. Tender Cost

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

9. Joint Venture / Consortium

Joint ventures or Consortium are also eligible for this tender, as long as the joint venture complies with the following conditions:

- 9.1 The Tenderers may form a joint venture of maximum four Tenderers/bidders. An Agreement Deed to that effect, legally executed and signed by all the partners shall be submitted with the bid.
- 9.2 One partner of formulated joint venture will be designated the lead partner and would be get into legal contract with Purchaser and would be liable to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners. A power of attorney to that effect, legally executed, signed by all the partners shall be submitted with the Tender/bid.
- 9.3 There must be at least one locally registered company (Partner) of good repute, with relevant experience and proven track record, in the joint venture.
- 9.4 All the partners shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The Tender, and in case of successfully qualifying both technical and financial evaluation, the Contract Deed, to that effect, shall be signed by the lead partner.
- 9.5 Partners other than the lead would also be bound by the terms and conditions of the contract.

10. Examination of the Tender Document

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions.

11. Clarification of the Tender Document

The Tenderer may require further information or clarification of the Tender Document, within 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing (e.g. e-mail & letter) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

12. Amendment of the Tender Document

- 12.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per Punjab Procurement Rules, 2014.
- 12.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

13. Preparation / Submission of Tender

- 13.1 The Tenderer is not allowed to bid for part of the services.
- 13.2 The Tenderer will submit their respective bids in a manner explained in this tender document.
- 13.3 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 13.4 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.
- 13.5 The Tender shall be in two parts i.e. the technical proposal and the financial proposal. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.
- 13.6 Technical Proposal shall comprise the following, **without quoting the price:**
- 13.7 Technical Proposal Form (**Annexure-B**)
 - 13.7.1 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (**Annexure-G&H**)
 - 13.7.2 Covering letter duly signed and stamped by authorized representative. (**Annexure-E**)
 - 13.7.3 Evidence of eligibility of the Tenderer and the Services.
 - 13.7.4 Evidence of conformity of the Services to the Tender Document
 - 13.7.5 List of firm's major international and national clientele
 - 13.7.6 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan
 - 13.7.7 Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
 - 13.7.8 The Contractor's financial capacity to mobilize and sustain the Supply of Hardware/Equipment and Services is imperative. In the Proposal, the Bidder is required to provide information on its financial status. This requirement can be met by submission of one of the following: 1) audited financial statements for the last three (03) years, supported by audit letters, 2) certified financial statements for the last three (03) years, supported by tax returns duly signed and stamped by authorized representative.
 - 13.7.9 All statements must be signed by the authorized representative of the Bidder
 - 13.7.10 Financial Capacity as per (**Annexure-K**).
 - 13.7.11 Valid Registration Certificate for Income Tax & Sales Tax
 - 13.7.12 Income Tax & Sales Tax Returns for the last three (3) tax years
 - 13.7.13 Power of Attorney, if an authorized representative is appointed (**Annexure-F**)
- 13.8 The Financial Proposal shall comprise the following:
 - 13.8.1 Financial Proposal Form (**Annexure-C**)
 - 13.8.2 Price Schedule (**Annexure-D**)
 - 13.8.3 Bid Security (**Earnest Money**), as per provisions of the clause Bid Security of this document (**Annexure- I**)

13.9 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:

Original Technical Tender for
Tender Name: [Name of Tender]
Tender No. **108072015-1**

[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]

13.10 The Tenderer shall seal the Duplicate Technical Tender in an envelope duly marked as under:

Duplicate Technical Proposal for
Tender Name: [Name of Tender]
Tender No. **108072015-1**

[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]

13.11 The Tenderer shall follow the same process for the Financial Tender.

13.12 The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Tender for
Tender Name: [Name of Tender]
Tender No. **108072015-1**
Strictly Confidential

[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]

- 13.13 The Tenderer shall again seal the sealed envelopes of Duplicate Technical Proposal and the Duplicate Financial Proposal in an outer envelope, duly marking the envelope as under:

Duplicate Tender for
Tender Name: [Name of Tender]
Tender No. **108072015-1**
Strictly Confidential

[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]

- 13.14 The Tenderer shall enclose soft copies of the Technical Proposal and the Financial Proposals, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- 13.15 The Tender shall be dropped in the prescribed Tender Box placed at the Reception of the Purchaser's office, during office hours, up to due date and time.
- 13.16 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

14. Tender Price

- 14.1 The quoted price shall be:
- 14.1.1 in Pak Rupees;
 - 14.1.2 inclusive of all taxes, duties, levies, insurance, freight, etc.;
 - 14.1.3 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
 - 14.1.4 including all charges up to the delivery point (if required).
- 14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 14.3 Where no prices are entered against any item(s), the price of that item shall be deemed to be free of charge, and no separate payment shall be made for that item(s).

15. Bid Security (Earnest Money)

- 15.1 The Tenderer shall furnish the Bid Security (Earnest Money) as under:
- 15.1.1 for a sum equivalent to 2% of the Total Tender Price;
 - 15.1.2 denominated in Pak Rupees;
 - 15.1.3 As part of financial bid envelope, failing which will cause rejection of bid.
 - 15.1.4 in the form of Demand Draft / Pay Order / Call Deposit Receipt / Bank Guarantee (issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document) in the name of the Purchaser;
 - 15.1.5 have a minimum validity period of ninety (90) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
- 15.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
 - 15.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
 - 15.2.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
- 15.3 The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security.

16. Tender Validity

The Tender shall have a minimum validity period of ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

17. Modification / Withdrawal of the Tender

- 17.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

18. Opening of the Tender

- 18.1 Tenders (Technical Bids) shall be opened at 1600 hours on the last date of submission of bids i.e. **22nd July, 2015**, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.
- 18.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 18.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio

recorder, cell phone etc.) during tender opening meeting at given time and location.

19. Clarification of the Tender

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser

20. Determination of Responsiveness of the Bid (Tender)

20.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

20.1.1 meets the eligibility criteria given herein this tender document/ the Services;

20.1.2 meets the Technical Specifications for the Services;

20.1.3 meets the delivery period / point for the Services;

20.1.4 in compliance with the rate and limit of liquidated damages;

20.1.5 offers fixed price quotations for the Services;

20.1.6 is accompanied by the required Bid Security as part of financial bid envelope;

20.1.7 The original receipt of tender fee submitted, attached with technical bid envelope;

20.1.8 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;

20.1.9 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.

20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

21. Correction of errors / Amendment of Tender

21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

21.1.1 if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.

21.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.

21.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.

21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.

21.4 No credit shall be given for offering delivery period earlier than the specified period.

22. TECHNICAL EVALUATION CRITERIA

PASS MARKS: A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks limit will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened.

PROVISIO: Provided that if NONE or ONLY ONE (single) bidder exceeds the 70% pass mark, then the Purchaser SHALL decrease the Pass Mark limit to 60%. In other words, if TWO or more bidders exceed 70%, then the Pass Mark will NOT be decreased to 60%.

If Pass Marks are decreased to 60%, then ALL bidders with scores greater than or equal to 60% shall be considered EQUALLY as approved in the Technical Evaluation, and their Financial Bids shall be opened.

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities will be rejected.

The Eligible/Technically Qualified Bidders will be considered for further evaluation.

The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:

Mandatory		
Category	Description	Points
Legal (mandatory)	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	Mandatory
	Valid Income Tax Registration	Mandatory
	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.	Mandatory
	At least one to one end to end implementation of Hospital Information Management System.	Mandatory
	In full compliance of the Execution mentioned in tender document (Undertaking)	Mandatory
	Authorized partner of principal or sole owner of solution proposed	Mandatory

Technical Evaluation			
Category	Description	Criteria	
Financial Strength/ Experience	Number of similar projects done (only hospitals with more than 50 beds will be considered) (Max Points 100)	1 – 4	25 Points
		5 – 7	50 Points
		8 – 10	75 Points
		More than 10	100 Points
	Average Annual Sales of last three (3) years (Max Points 100)	10 - 50 million	60 Points
		51-75 million	70 Points
		76-100 million	80 Points
	101 million & above	100 Points	
System Demonstration	Vendor to show full lifecycle of a patient's experience in hospital using live demo of the system (Max Points 125)		Max Points 125
Human Resource	Number of professional employees (Max Points 100)	10	25 Points
		11 – 50	50 Points
		More than 50	100 Points

Note: Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

23. FINANCIAL PROPOSAL EVALUATION

23.1 Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.

23.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the Contractor shall be bound to adjust the same in the Financial Proposal.

23.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

23.2.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;

23.2.3 In evaluation of the price of articles/goods/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

23.3 The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

24. Rejection / Acceptance of the Bid

24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions, at the time of order placement. The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request, communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).

24.2 The Tender shall be rejected if it is:

- 24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-20; or
- 24.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 24.2.3 incomplete, partial, conditional, alternative, late; or
- 24.2.4 relevant bid security is not submitted;
- 24.2.5 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 24.2.6 the Tenderer refuses to accept the corrected Total Tender Price; or
- 24.2.7 the Tenderer has conflict of interest with the Purchaser; or
- 24.2.8 the Tenderer tries to influence the Tender evaluation / Contract award; or
- 24.2.9 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;
- 24.2.10 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);
- 24.2.11 the Tenderer fails to meet the evaluation criteria requirements (clause-22);
- 24.2.12 the tenderer has been blacklisted by any public or private sector organization;
- 24.2.13 the Tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
- 24.2.14 the Tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- 24.2.15 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 24.2.16 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.
- 24.2.17 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

25. Award Criteria

25.1. At first step, eligible bidder(s)/tenderer(s) as per clause-7 (Tender Eligibility) of this tender document fulfilling the qualification and technical evaluation criteria will stand technically qualified.

- 25.2. At second step, technically qualified and successful bidder(s)/tenderer(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities, irrespective of their score in the previous step.
- 26. Acceptance Letter**
As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.
- 27. Performance Security**
- 27.1 The successful Tenderer/The Contractor shall furnish Performance Security as under:
- 27.1.1 within fourteen (14) days of the receipt of Purchase order(s), subsequent to the issuance of Acceptance Letter from the Purchaser;
- 27.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;
- 27.1.3 for a sum equivalent to 10% of the value of purchase order(s), issued in subsequence to the Acceptance Letter.
- 27.1.4 denominated in Pak Rupees;
- 27.1.5 have a minimum validity period till the end of support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.
- 27.2 The Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
- 27.2.1 If the Contractor commits a default under the Contract;
- 27.2.2 If the Contractor fails to fulfill the obligations under the Contract;
- 27.2.3 If the Contractor violates any of the terms and conditions of the Contract.
- 27.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.
- 27.4 In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.
- 28. Redressal of grievances by the procuring agency**
- 28.1 The Purchaser has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 28.2 Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- 28.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 28.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 28.5 Any bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the relevant court of jurisdiction.

TERMS & CONDITIONS OF THE CONTRACT

Contract Title:

Procurement of Hospital Information Management System (HIMS)

Under Framework Contract

[Name of Bidder]

Dated:

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III.	Technical Specifications

This CONTRACT AGREEMENT (this "Contract") made as of the [day] of [month], [year], between [full legal name of the Purchaser] (the "Purchaser"), on the one part,

and

[full legal name of Contractor], on the other part severally liable to the Purchaser for all of the Contractor's obligations under this Contract and is deemed to be included in any reference to the term "the Contractor"

RECITALS

WHEREAS,

- (a) The Government through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.
- (b) The Purchaser has requested the Contractor to provide certain Services as described in Tender Document; and
- (c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Purchaser to provide the Services and to remedy defects / damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of provision of the Services and remedying of defects / damage therein.
3. The following shall be deemed to form and be read and construct as part of this Contract:
 - a. The Tender Document
 - b. Bidder's Proposal
 - c. Terms and Conditions of the Contract
 - d. Special Stipulations
 - e. The Technical Specifications
 - f. Tender Form
 - g. Price Schedule
 - h. Affidavit(s)
 - i. Authorized Dealership / Agency Certificate
 - j. Performance Security
 - k. Service Level Agreement (SLA) (if required)
 - l. Non-Disclosure Agreement (if required)

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **[full legal name of the Purchaser]:**

For **[full legal name of the Contractor]:**

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

WITNESSES

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

II. General Conditions of Draft Contract

29. Contract

The Purchaser shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within three working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.

30. Framework Contract Duration

The Framework Contract duration shall initially be for one year from the date of issuance of Letter of Acceptance and extendable up to next Three years from the date of issuance of Letter of Acceptance. Renewal shall be based on provisioning of satisfactory services by the service provider and needs, requirements and approved budgetary provisions of the Purchaser.

31. Contract Documents and Information

The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

32. Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

33. Standards

The Services provided under this Contract shall conform to the authoritative latest industry standards.

34. Commercial Availability

The Services supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that similar Services shall have been rendered / delivered by the service provider for other clients.

35. Patent Right

The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Service or any part thereof.

36. Execution Schedule

Scope as mentioned in this tender in clause-6 and **Annexure A**. The contractor shall deliver the services after issuance of Purchase order, subsequent to the issuance of LOA, in accordance of given schedule.

Bed Strength	Requirement Analysis/Design Specification/Delivery of Configured Solution into the UAT environment/Training / Go-Live	Post-production Support	Persons required on-site for Hand-holding/ Training/ Support
40 to 100	3 to 6 months	1 months	1
101 to 250	6 months	1 months	1
251 to 500	6 to 9 months	2 months	2
501 to 1000	9 to 12 months	2.5 months	2
1000 to 1500	12 to 15 months	3 months	3
1501 or more	12 to 18 months	3.5 months	3 or more

The implementation duration(s) mentioned above are estimates. It is expected that the initial pilot implementations will take the longest time and will entail customization in the delivered solution. Subsequent rollouts are expected to be much faster since the product would have been tailored to meet the needs/requirements of public sector hospitals and, given the consistency in business processes, modifications / customizations will be significantly reduced.

At the end of the post production period, it is expected that the PITB in-house team will take on the support role.

37. Operation and Maintenance

The Contractor shall be responsible for the continuous operational capability and maintenance of the entire system, 24/7, without disruption to either service or performance, during the contract period. Bidder will be required to attend weekly meetings at the Purchaser's office in Lahore. Since the system is online, support of some components maybe provided from the remote location.

38. Installation and Implementation

- 38.1 The Contractor shall ensure that the implementation design conforms to an open standard by which new services can be added without disruption to existing services.
- 38.2 The Contractor shall ensure that the implementation is fault tolerant. This is accomplished by supplying a set of programs and procedures that allow the system recovery or roll back when a fault is detected.
- 38.3 The Contractor shall provide a document stating step-by-step procedures for installation and disaster recovery to the Purchaser.
- 38.4 The Contractor shall configure the system for high availability and reliability, of all hardware and software.

39. Payment

- 39.1 The Contractor shall provide all necessary supporting documents along with invoice.
- 39.2 The Contractor shall submit an Application for Payment, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services delivered, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.
- 39.3 The Purchaser shall make payment for the Services provided to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque.
- 39.4 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract
- 39.5 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Acceptance Letter i.e. Letter of Acceptance (LOA) till termination of the signed contract in this regard.
- 39.6 Payment will be made according to the mentioned below schedule:
Implementation Phase Payment Schedule:
39.6.1 10% after Project Governance and Implementation Plan Finalization
39.6.2 15% after approval of Requirements Document by the Purchaser
39.6.3 10% upon approval of Design Specification by the Purchaser
39.6.4 10% upon Delivery of Configured Solution into the UAT environment
39.6.5 30% after User Acceptance Testing (UAT)
39.6.6 15% upon successful go-live
Post Production payment Schedule:
39.6.7 10% after completion of post-production support period

40. Price

The Contractor shall not charge prices for the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule

41. Contract Amendment

- 41.1 The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.
- 41.2 The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.
- 41.3 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 41.4 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

42. Assignment / Subcontract

- 42.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.
- 42.2 The Contractor shall guarantee that any and all assignees / subcontractor of the contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

43. Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations,

under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor 's time for performance of its obligations under the Contract.

44. Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

45. Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and PITB Procurement Regulations and Guidelines.

46. Forfeiture of Performance Security

46.1 The Performance Security shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:

46.1.1 If the Contractor commits a default under the Contract;

46.1.2 If the Contractor fails to fulfill any of the obligations under the Contract;

46.1.3 If the Contractor violates any of the terms and conditions of the Contract.

46.2 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.

46.3 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

46.4 Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

47. Termination for Default

47.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and

conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Purchaser may allow in writing), after receipt of such notice.

47.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

48. Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

49. Termination for Convenience

49.1 The Purchaser may, at any time, by written notice served on the Contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

49.2 The Services which are complete or to be completed by the Bidder, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Services, the Purchaser may elect:

49.2.1 to have any portion thereof completed and delivered; and/or

49.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

50. Force Majeure

50.1 For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract 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 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 Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

50.2 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance / discharge of obligations under the Contract is the result of an event of Force Majeure.

50.3 If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

50.4 Force Majeure shall not include (i) any event which is caused by the negligence or intentional

action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

50.5 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

51. Dispute Resolution

51.1 The Purchaser and the Contractor 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.

51.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

52. Statutes and Regulations

52.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

52.2 The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

52.3 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

53. Taxes and Duties

The Contractor Bidder shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

54. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt rules and regulations for signing of the formal contract.

55. Authorized Representative

55.1 The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

55.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.

55.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

55.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

55.5 Notwithstanding Clause 55.2, any failure of the Authorized Representative to disapprove any

Services or Works shall not prejudice the right of the Client to disapprove such Services or Works and to give instructions for the rectification thereof

55.6 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser, the Bidder may refer the matter to the Purchaser who shall confirm, reverse or vary such decision or instruction.

56. Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

57. Special Stipulations

SCHEDULE-A, SPECIAL STIPULATIONS																																
For ease of Reference, certain special stipulations are as under:																																
Bid Security (Earnest Money)	The Bidder shall furnish the Bid Security (earnest Money) as under: in the form of Demand Draft / Pay Order / Call Deposit Receipt / Bank Guarantee (issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document) in the name of the Purchaser; for a sum equivalent to 2% of the total tender price; denominated in Pak Rupees; Have a minimum validity period of ninety (90) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.																															
Performance Security	The successful Contractor shall furnish Performance Security as under: within fourteen (14) days of the receipt of the Purchase Order(s) issued in subsequence to the Letter of Acceptance from the Purchaser; in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document; for a sum equivalent to 10% of the total value of Purchase Order(s), issued in subsequence to the Letter of Acceptance; denominated in Pak Rupees; Have a minimum validity period till support period or termination of services, or fulfillment of all obligations under the contract, <u>whichever is later.</u>																															
Delivery of Services	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Bed Strength</th> <th style="width: 45%;">Requirement Analysis/Design Specification/Delivery of Configured Solution into the UAT environment/Training/Go-Live</th> <th style="width: 15%;">Post-production Support</th> <th style="width: 25%;">Persons required on-site for Hand-holding/ Training/ Support</th> </tr> </thead> <tbody> <tr> <td>40 to 100</td> <td>3 to 6 months</td> <td>1 months</td> <td>1</td> </tr> <tr> <td>101 to 250</td> <td>6 months</td> <td>1 months</td> <td>1</td> </tr> <tr> <td>251 to 500</td> <td>6 to 9 months</td> <td>2 months</td> <td>2</td> </tr> <tr> <td>501 to 1000</td> <td>9 to 12 months</td> <td>2.5 months</td> <td>2</td> </tr> <tr> <td>1000 to 1500</td> <td>12 to 15 months</td> <td>3 months</td> <td>3</td> </tr> <tr> <td>1501 or more</td> <td>12 to 18 months</td> <td>3.5 months</td> <td>3 or more</td> </tr> </tbody> </table>				Bed Strength	Requirement Analysis/Design Specification/Delivery of Configured Solution into the UAT environment/Training/Go-Live	Post-production Support	Persons required on-site for Hand-holding/ Training/ Support	40 to 100	3 to 6 months	1 months	1	101 to 250	6 months	1 months	1	251 to 500	6 to 9 months	2 months	2	501 to 1000	9 to 12 months	2.5 months	2	1000 to 1500	12 to 15 months	3 months	3	1501 or more	12 to 18 months	3.5 months	3 or more
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Liquidated damages for failure / delay in supply / installation / configuration of Services / Works by the Contractor	If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.																															

ANNEXURE-A

Preview of Health Department and PITB

Punjab Information Technology Board (PITB) along with Health department will launch a program to automate and strengthen hospital management system at district/Tehsil level of the province to improve the efficiency of service delivery, transparency and smart monitoring. PITB with collaboration of Health department is globally recognized for enhancing the health services, efficient governance and human resource development.

Background

Government of Punjab operates a network of around 165 secondary care facilities i.e District Headquarter Hospitals (DHQs) and Tehsil Headquarter Hospitals (THQs) and approximately 18 tertiary care facilities i.e Teaching Hospitals across Punjab. The document serves as an effort to introduce implementation from shortlisted secondary and tertiary care facilities. Largely secondary care facilities perform their day to day operations using traditional tedious paper based processes. This involves issuance of parchi at the time of patient registrations, entry in OPD registers and issuance of manual discharge slip. Dominant challenges at these facilities are summed up as follows:

- Over-crowded patient registration desks with lack of SOPs to capture similar set of information for all patients turning out.
- Absence of unique identifier for the patient, presentation of CNIC/Mobile Number is not mandatory.
- Jumping the queue to get bed allocated ahead of patients lined up already.
- Duplication of data being entered at some levels for initiatives typical to individual projects.
- Training of hospital administrators to make them understand the importance of data for streamlining the operations.
- Absence of alert mechanism to alarm hospital management for any corrective actions.
- Compromised credibility of data available.
- Absence of best practices and guidelines to obligate users for implementation.
- IT systems, if any as operational at these health care facilities doesn't address the complete concept of Hospital Information Management System, merely a component which doesn't even cater to prevailing standards.

Health department provides different health services at different levels. System works at 3 levels of health Facilities



District Hospitals

District: Bahawalnagar	
1	DHQ:HOSPITAL, BAHAWAL NAGAR.
District: Layyah	
2	DHQ HOSPITAL LAYYAH
District: Muzaffargarh	
3	DHQ Hospital Muzaffargarh
District: Rajanpur	
4	DHQ HOSPITAL RAJANPUR
District: Jhang	
5	DHQ Hospital, Jhang
District: Toba Tek Singh	
6	DHQ HOSPITAL TOBA TEK SINGH
District: Chiniot	
7	DHQ Hospital
District: Gujranwala	
8	DHQ/Teaching Hospital Gujranwala
District: Gujrat	
9	AZIZ BHATTI SHAHEED (DHQ) HOSPITAL, GUJRAT
District: Narowal	
10	DHQ Narowal
District: Hafizabad	
11	DHQ Hospital Hafizabad
District: Mandi Bahauddin	
12	DHQ Hospital
District: Kasur	
13	DHQ HOSPITAL KASUR
District: Lahore	
14	Govt. Mian Munshi Hospital
15	Siad Mitha Hospital Lahore
16	Govt. Kot Khawaja Saeed Hospital
17	Govt Nawaz Sharif Hospital Yakki Gate
District: Okara	
18	DHQ HOSPITAL OKARA
19	DHQ HOSPITAL (SOUTH CITY) OKARA
District: Sheikhpura	
20	DHQ HOPITAL SHEIKHUPURA
District: Nankana Sahib	
21	DHQ HOSPITAL NANKANA SAHIB
District: Khanewal	
22	DHQ HOSPITAL KHANEWAL
District: Lodhran	
23	DHQ HOSPITAL LODHRAN
District: Pakpattan	
24	DHQ HOSPITAL PAKPATTAN

District: Sahiwal	
25	DHQ TEACHING HOSPITAL SAHIWAL
26	GOVT. HAJI ABDUL QAYYUM TEACHING HOSPITAL SAHIWAL
District: Vehari	
27	D.H.Q Hospital Vehari
District: Attock	
28	DHQ Hospital Attock
District: Chakwal	
29	DHQ CHAKWAL
District: Jhelum	
30	DHQ Hospital
District: Bhakkar	
31	DHQ Hospital Bhakkar, Bhakkar
District: Khushab	
32	DHQ KHUSHAB AT JAHURABAD
District: Mianwali	
33	DHQ HOSPITAL MIANWALI
District: Sargodha	
34	DHQ HOSPITAL MIANWALI
District: Faisalabad	
35	Govt. General Hospital G.M Abad
Tehsil: D.G Khan	
36	TEACHING HOSPITAL D.G. KHAN
District: Sialkot	
37	ALLAMA IQBAL MEM. HOSP. SIALKOT
38	GOVT SARDAR BEGUM HOSPITAL SIALKOT

Tehsil Hospitals

List of THQ Hospitals		
S.No.	Facility Name	Type
District: Bahawalnagar		
1	THQ, HOSPITAL, HAROON ABAD.	THQ
2	THQ HOSPITAL, CHISHTIAN.	THQ
3	THQ HOSPITAL, FORT ABBAS.	THQ
4	THQ HOSPITAL, MINCHINABAD.	THQ
District: Bahawalpur		
5	THQ HOSPITAL, AHMADPUR EAST.	THQ
6	THQ HOSPITAL, HASILPUR.	THQ
7	THQ KHAIR PUR TAMEWALI	THQ
8	THQ YAZMAN	THQ
District: Rahimyar Khan		

9	THQ HOSPITAL LIAQUATPUR	THQ
10	THQ HOSPITAL SADIQABAD	THQ
11	THQ HOSPITAL KHANPUR	THQ
District: D.G Khan		
12	CIVIL HOSPITAL SAKHI SARWAR	Civil Hospital
13	THQ HOSPITAL TAUNS	THQ
14	CIVIL HOSPITAL FORT MUNROO	Civil Hospital
District: Layyah		
15	THQ Hospital Chowk Azam	THQ
16	THQ Hospital Kot Sultan	THQ
17	THQ HOSPITAL KAROR	THQ
18	THQ HOSPITAL FATEH PUR	THQ
19	THQ HOSPITAL CHOUBARA	THQ
District: Muzaffargarh		
20	THQ Hospital Alipur	THQ
21	THQ Jatoi	THQ
22	THQ Hospital Kot Adu	THQ
District: Rajanpur		
23	Civil Hospital Shah WALI	Civil Hospital
24	THQ HOSPITAL ROJHAN	THQ
25	THQ HOSPITAL JAMPUR	THQ
District: Faisalabad		
26	THQ HOSPITAL CHAK JHUMRA	THQ
27	THQ HOSPITAL JARANWALA	THQ
28	THQ TANDILIANWALA	THQ
29	THQ HOSPITAL SUMUNDRI	THQ
30	Govt. General Hospital Samanabad	THQ
District: Jhang		
31	THQ Hospital Shorkot	THQ
32	THQ Ahmed pur Sial	THQ
District: Toba Tek Singh		
33	GOVT.EYE-CUM-GENERAL HOSPITAL GOJRA	THQ
34	THQ HOSPITAL KAMALIA	THQ
District: Chiniot		
35	THQ Lalian	THQ

36	THQ Bhowana	THQ
District: Gujranwala		
37	THQ Hospital Wazirabad	THQ
38	THQ Hospital Kamoke	THQ
39	THQ Hospital Noshehra Vikran	THQ
District: Gujrat		
40	THQ HOSPITAL KHARIAN	THQ
41	CIVIL HOSPITAL JALALPUR JATTAN	Civil Hospital
42	CIVIL HOSPITAL, KOTLA ARAB ALI KHAN	Civil Hospital
43	Civil Hospital Dinga	Civil Hospital
District: Narowal		
44	THQ Shakargarh	THQ
District: Sialkot		
45	CIVIL HOSPITAL DASKA	Civil Hospital
46	THQ HOSPITAL PASRUR	THQ
47	THQ Hospital Kotli Lohran	THQ
48	THQ SAMBRIAL	THQ
District: Hafizabad		
49	THQ Pindi Bhattian	THQ
District: Mandi Bahauddin		
50	THQ Hospital Phalia	THQ
District: Kasur		
51	THQ, HOSPITAL CHUNIAN	THQ
52	THQ HOSPITAL PATTOKI	THQ
District: Lahore		
53	Govt. Hospital Shahdra	THQ
54	GMH Pathi Ground	THQ
55	Govt. Mozang Hospital	THQ
56	GMH Chohan Road	THQ
District: Okara		
57	THQ HOSPITAL DEPALPUR	THQ
58	THQ HOSPITAL HAVALI LAKHA	THQ

District: Sheikhpura		
59	THQ Hospital SharaqPur Sharif	THQ
60	THQ HOSPITAL MURIDKE	THQ
District: Nankana Sahib		
61	THQ SHAHKOT	THQ
62	THQ SANGLA HILL	THQ
District: Khanewal		
63	THQ HOSPITAL JAHANIAN	THQ
64	THQ HOSPITAL KABIR WALA	THQ
65	THQ HOSPITAL MIAN CHANNU	THQ
District: Lodhran		
66	THQ HOSPITAL KEHROR PACCA	THQ
67	THQ Hospital Dunya pur	THQ
District: Multan		
68	GOVT. MUSHTAQ LANG THQ HOSP. JALALPUR PIRWALA	THQ
69	GOVT. THQ HOSPITAL SHUJABAD	THQ
70	GOVT. FATIMA JINNAH WOMEN HOSP. MULTAN (SS)	THQ
71	GOVT. CIVIL HOSPITAL MULTAN (SS)	Civil Hospital
District: Pakpattan		
72	THQ HOSPITAL, ARIFWALA ARIFWALA	THQ
District: Sahiwal		
73	THQ HOSPITAL CHICHAWATNI	THQ
District: Vehari		
74	THQ. MAILSI	THQ
75	THQ BUREWALA	THQ
District: Attock		
76	THQ Hospital Fateh Jang	THQ
77	THQ Hassan Abdal	THQ
78	THQ Hospital Hazro	THQ
79	THQ Hospital Jand	THQ
80	THQ Hospital Pindi Gheb	THQ
District: Chakwal		
81	THQ CHOA SAIDEN SHAH	THQ
82	City Hospital Talagang	Civil

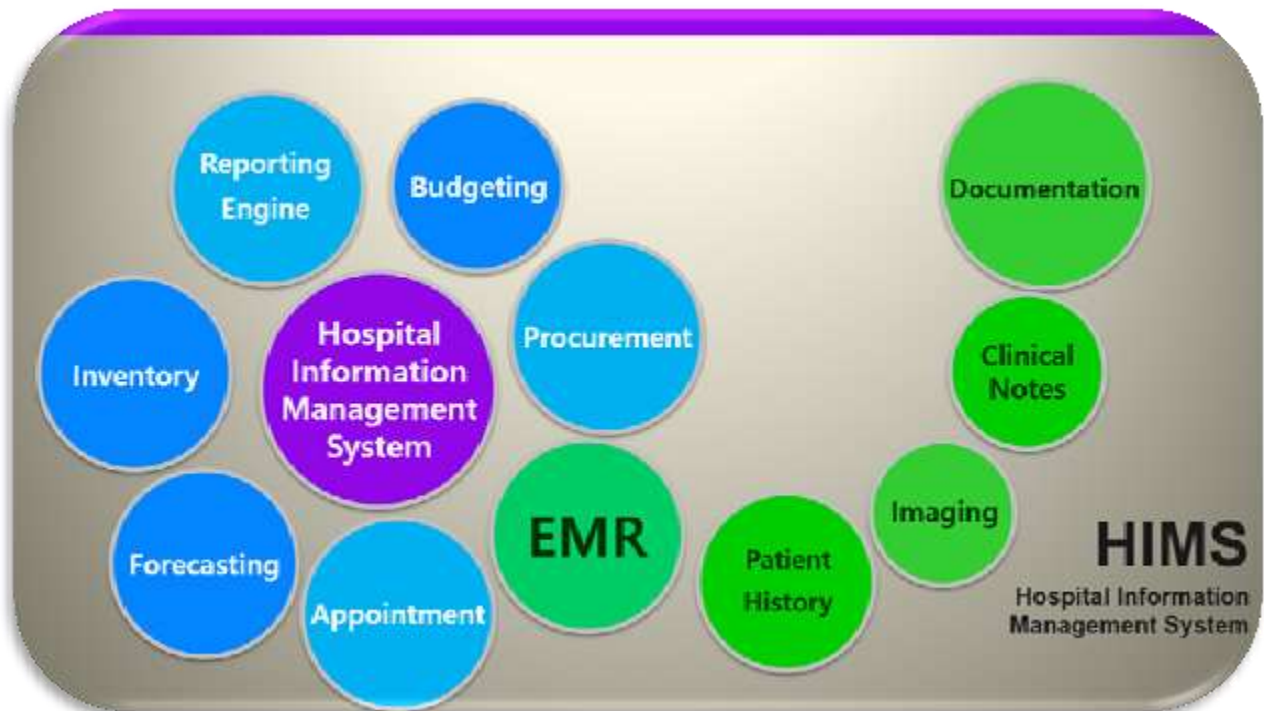
		Hospital
83	THQ TALAGANG	THQ
District: Jhelum		
84	THQ Hospital PD Khan	THQ
85	THQ Hospital Sohawa	THQ
District: Rawalpindi		
86	THQ HOSP: GUJAR KHAN	THQ
87	THQ HOSP KAHUTA	THQ
88	THQ Kotli Sattian	THQ
89	THQ HOSP: MURREE	THQ
90	THQ HOSPITAL TAXILA	THQ
91	THQ Hospital Kallar Syedan	THQ
District: Bhakkar		
92	THQ Hospital Kalurkot, Kalurkot	THQ
93	THQ Hospital Mankera, Mankera	THQ
94	THQ Hospital, Daryakhan	THQ
District: Khushab		
95	THQ HOSPITAL KHUSHAB KHUSHAB	THQ
96	THQ HOSPITAL NOOR PUR THAL	THQ
97	THQ HOSPITAL QAIDABAD	THQ
98	THQ HOSPITAL NAUSHERA	THQ
District: Mianwali		
99	THQ HOSPITAL ISA KHEL	THQ
100	THQ LEVEL HOSPITAL KALABAGH	THQ
101	THQ HOSPITAL PIPLAN	THQ
District: Sargodha		
102	THQ HOSPITAL BHALWAL	THQ
103	THQ KOT MOMIN	THQ
104	THQ SAHIWAL	THQ
105	THQ HOSPITAL CHAK NO. 90/SB	THQ
106	THQ BHAGTANWALA	THQ
107	THQ Hospital Bhera	THQ
108	THQ Hospital Silanwali	THQ
109	THQ HOSPITAL SHAHPUR	THQ

Teaching Hospitals

Sr. No.	HEALTH FACILITY NAME	Tehsil	District	Type
1	Civil Hospital	Bahawalpur	Bahawalpur	DHQTeaching
2	Teaching Hospital	D.G. Khan	D.G. Khan	DHQTeaching
3	District Head Quarter Hospital	Faisalabad	Faisalabad	DHQTeaching
4	District Head Quarter/ Teaching Hospital	Gujranwala	Gujranwala	DHQTeaching
5	Aziz Bhatti Shaheed Hospital	Gujrat	Gujrat	DHQTeaching
6	300 Beded Hospital Shahdrah	Lahore	Lahore	DHQTeaching
7	Government Mozang Teaching Hospital	Lahore	Lahore	DHQTeaching
8	Govt. Kot Khawaja Saeed Teaching Hospital	Lahore	Lahore	DHQTeaching
9	Govt. Muhammad Nawaz Sharif Hospital Yakki Gate	Lahore	Lahore	DHQTeaching
10	Mian Munshi DHQ-1Teaching Hospital	Lahore	Lahore	DHQTeaching
11	Said Mitha Hospital	Lahore	Lahore	DHQTeaching
12	District Head Quarter Hospital	Rawalpindi	Rawalpindi	DHQTeaching
13	Syed Muhammad Hussain Government T.B Sanatorium Samli Tehsil Murree	Murree	Rawalpindi	DHQTeaching
14	District Head Quarter Hospital	Sahiwal	Sahiwal	DHQTeaching
15	Haji Abdul Qayyum Hospital	Sahiwal	Sahiwal	DHQTeaching
16	District Head Quarter Hospital	Sargodha	Sargodha	DHQTeaching
17	Allama Iqbal Memorial Hospital	Sialkot	Sialkot	DHQTeaching
18	Govt. Sardar Begum Teaching Hospital	Sialkot	Sialkot	DHQTeaching

HOSPITAL INFORMATION MANAGEMENT SYSTEM(HIMS)

HOSPITAL INFORMATION MANAGEMENT SYSTEM (HIMS) is envisaged to be a comprehensive, integrated information system designed to manage overall functioning of a government healthcare facilities including patient care, hospital administration and the corresponding service processing. Project requirement includes supply, installation, configuration, and deployment of Hospital Information Management System (HIMS) together with the necessary database and other value added modules. The scope is listed below:



- Patient Registration
- Triage and Vitals
- Clinical Notes
- Lab Orders
- Prescription
- Pharmacy Automation
- Document Imaging and Machine Interfacing
- Medico-Legal Cases
- Mobile Access
- Departmental/Functional Categorization
- Appointment Scheduler
- Billing Module
- HR Profiling
- Attendance, leave management and Roster
- Inventory Control
- Procurement of Medicine/Equipments
- In Patient Record

- Blood Bank
- Asset and Maintenance Management
- Alerts Mechanism
- Reporting Engine

Patient Registration

The system must have the provision to register patient, either by swiping CNIC and/or any other patient card as issued by the administration. Integration with external peripherals such as cared-readers and biometric reader is must. The system must be able to add repetitive visits to the patient profile. Same must be reflected into system with peculiar parameters of every visit. System must have the capability of entering patient profile which will ideally be divided into a) personal information b) demographic information and c) patient history.

Triage and Vitals

The system must have the capability of entering interaction as carried out in Triage details of chief and secondary complaints, BMI and vital statistics. Based on world-renowned models, system must be able to reflect ideal statistics at the age of patient with the capability to print comparative charts for the patient.

Clinical Notes

Clinicians must be given an interface to enter patient interaction details using drop-down intensive interface. Coupled with template driven approach, every clinician/doctor must have the provision to define frequently used templates. Proposed system must have transcription software available as a free add-on to primary system. Purchaser may decide to use transcription moving forward. Supported with the use of leading ICT/CPT codes, system must be based on unanimous coding scheme.

Lab Orders

Supported by comprehensive module for Lab orders and reports, proposed solution must work seamlessly for various workflows including doctors placing orders for lab tests and patient accessing lab results from their homes. Lab orders also constitute an important component in billing summary of the patient under subject.

Prescription

System must have the capability of ordering e-prescription to the pharmacy thus patient doesn't have to take anything along to claim free medicine from the pharmacy, if any. System must have the updated database of medicines available (salt names).It must have the capacity of prescription order entry.

Pharmacy Automation

Complete inventory of pharmacy will be kept and tracked using centralized system, items dispensed will be deducted from the central pharmacy accordingly against individual patients.

Document Imaging and Machine Interfacing

An integrated interface for radiology department is must have for the solution proposed. Built on HL7 standards system must have the capability to interface with leading diagnostic devices, this doesn't limit integration to radiology centric machines but many others such as spirometry, ECG etc.

Medico-Legal Cases

Separate module must be able to capture case history pertaining to Medico-Legal Certificate. Existing process will be mapped for this purpose.

Mobile Access

System as a whole or components such as entry of clinical notes etc. must be accessible on PADs/Smart Phones. This will ensure ease of access.

Departmental / Functional Categorization

Cases pertaining to Labor, Emergency etc. will be categorized separately, thus to be reflected accordingly in concurred report.

Appointment Scheduler

The system must have an interface for office secretaries to run office of consultants in OPDs etc. This should also be visible to patients to book an appointment online. Smart phone based mobile application must also be available publicly for patients to book an appointment per availability of consultant.

Billing Module

Proposed system must have the capability of accumulating patient financials per visit and a complete summary for all visits. System should be able to generate invoices and keep track of entries being made in ledger etc. System must be equipped with complete financial component. Billing module must have the features to accommodate insurance.

HR Profiling

System must have the capability of maintaining HR Profiles of the employees of facility as per their designation.

Attendance, leave management and Roster

System must have the capability to manage roster, leave and attendance system of the staff. It must have the capacity to integrate with biometric attendance machines which are installed by PITB across DHQ and THQ across Punjab. Purchaser may ask Bidder to integrate attendance reports with centralized payroll stream of government officer's i.e. PIFRA.

Inventory Control

Medicines being the foremost dispensable items in the facility, proposed system will have the feature to keep track of medicine procured and as dispensed at the granular level. Inventory items include surgical equipment and/or many other items. It must have feature of Inventory control with machine readable interface.

Procurement of Medicines/Equipments

Proposed System must have the capability to keep record of procurement of medicines and equipment.

In patient Record

System must have the capacity to maintain and manage patient's admission, discharge, transfer details, patient progress record.

Blood Bank

System must have the capacity to manage blood bank department. It should maintain the record of donor management, blood inventory management and request to external banks.

Asset and Maintenance Management

Diagnostic machinery as available in the facility must also be managed using module of the proposed system. This refers to maintenance management alarms in case of break-down and preventive maintenance schedules.

Alerts Mechanism

System must have the capability to generate auto- alerts in form of email, SMS and e-fax on breach of every threshold. These threshold levels must be configurable from front-end. It must have the integration with emails, SMS and e-fax.

Reporting Engine

Drag and drop interface to add parameters on the go while formulating various reports. This also includes availability of customizable dashboard. Reports as available must be able to predict consumption levels for next quarters based on agreed formulae.

Compliance to standards

The system should conform to latest interfacing standards such as HL7. Compliance to H1PAA is also suggested; furthermore proposed solution will be per standards identified by Punjab Healthcare Commission (PHC) or will be customized /tailored for implementation.

A) Security

- Unauthorized alteration or damage to HIMS system, and all related systems and databases should be preventing by implementing agencies.
- Username and password may be allotted for users to open system for use.
- System should be used after undergone UAT (User Acceptance Testing)
- System Firewall should be available for safety measures of system usage.
- In case of any damage to the system vendor should provide correction and remedies to issues and damages

B) Backup and Recovery

- Data center Service Provider for the HIMS system must be designed after successfully tested backup and recovery capabilities
- Implementing Agencies shall be responsible for data storage, backup and recovery measure that will be taken at individual facility separately.

C) Development / Customization Criteria

- The software system must be developed / customized in a suitable environment utilizing industry standard with commercially available tools in the market.
- All tools to be used to develop customize and maintain the system, as well as the hosting platform and software.

D) Management Plan

- A competent forum is established for managing development/customization of the system and serves as primary point of contact for authority.
- A work breakdown structure showing all proposed interventions must be made by the vendor.

E) Version Control and Bug Fixing

The Implementing agencies should ensure proper track of all bugs are fixed as per various tests conducted on the system by using bug tracking tool for this purpose.

F) Future Changes / System Upgrades

From time to time, changes in work process, legislations, policies, etc. may be done in HIMS system and such changes are made for the duration of the contract as defined in the “Change Control” procedure with estimate of work effort and cost for the change for approval.

Testing Criteria

A) Fault Correction

The bidder will be responsible for correcting all faults found during the acceptance process at no extra cost to Purchase.

B) Hosting Criteria

The HIMS system must be made available on a 24x7 basis, with scheduled down time (if any), including both planned and unplanned outage. The HIMS system must meet the standards for web accessibility.

Project Objectives

- Patient Registration at the time of exposure the facility i.e. Emergency and OPD.

- Streamlining existing process with the perspective to significantly cut-down on wait time of patients.
- GAP analysis among existing processes and quality service delivery with the perspective to reengineer processes as and where required.
- Transparency at all levels with unilateral response time to all patients per standards defined.
- Electronic Health Records accessible via easy to use interface to clinicians, nurses and other paramedical staff.
- Inventory Management of Medicines including but not limited medicines.
- Asset Management including but not limited to equipment and associated detachable/peripherals/consumables.
- HR Profiling features with capacity to keep track of absenteeism etc., integration with biometric attendance system is envisaged.
- Standard work-flow and document archiving system to get information following within the facility.
- Complaint Resolution System with customizable parameters for tracking and escalation mechanism.
- Maintenance Management Functions to keep close check on equipment on hand.
- Integration with external systems to ensure availability of information in a cohesive manner for decision making.
- Drag and drop interface for reporting with fully customizable dashboard.

FORMS & OTHER REQUIRED DOCUMENTS

ANNEXURE-B

Technical Proposal Submission Form

[Location, Date]

To (Name and address of Purchaser)

Dear Sir,

We, the undersigned, offer to provide the (insert title of assignment) in accordance with your Request for Proposal/Tender Document No. dated (insert date) and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide services of related to the assignment.

We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

ANNEXURE-C

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To _(Name and address of Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Request for Proposal No. _____ dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of _(insert amount in words and figures)_. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

ANNEXURE-D

Price Schedule/ Financial Cost Sheet

Sr. No.	Item Description	Amount
1	Punjab wide Enterprise Server License	
2	Database Server License	
Bed Strength (40 to 100)		
3	Implementation cost	
4	Post Production Support and Handholding	
Bed Strength (101 to 250)		
5	Implementation cost	
6	Post Production Support and Handholding	
Bed Strength (251 to 500)		
7	Implementation cost	
8	Post Production Support and Handholding	
Bed Strength (501 to 1000)		
9	Implementation cost	
10	Post Production Support and Handholding	
Bed Strength (1001 to 1500)		
11	Implementation cost	
12	Post Production Support and Handholding	
Bed Strength (1501 or More)		
13	Implementation cost	
14	Post Production Support and Handholding	
15	Additional change Request Man-Hour rate	
Total Bid Cost		X

Note:

1. X will determine total bid cost.
2. Purchaser will pay off implementation and initial support & handholding cost corresponding to bed strength of the facility. This includes training of in-house team of purchaser for ongoing support of the system.
3. Initial implementation will be carried out in DHQ Sheikhpura which is the facility of 750 beds. Therefore cost given against Item # 1+ Item#2 +Item#9 +Item#10 will be the immediate Work Order.
4. Purchaser will have the right to increase / decrease number of candidate facilities for implementation of HIMS.
5. The rates quoted shall be governed by “Framework Contract”, which may span over the time period of three years starting, from the issuance of LOA. The Purchaser reserves exclusive rights to utilize the services mentioned above, at the unit rates quoted by the bidder
6. **Payment Schedule**
Implementation Phase Payment Schedule:
 - i. 10% after Project Governance and Implementation Plan Finalization
 - ii. 15% after approval of Requirements Document by the Purchaser
 - iii. 10% upon approval of Design Specification by the Purchaser
 - iv. 10% upon Delivery of Configured Solution into the UAT environment
 - v. 30% after User Acceptance Testing (UAT)

vi. 15% upon successful go-live

Post Production payment Schedule:

vii. 10% after completion of post-production support period

Total Cost (in words) Rs. _____

Date _____

Signature of authorized person

Name:

(Company Seal)

In the capacity of

Duly authority by

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

ANNEXURE-E

Format for Covering Letter

To

(Name and address of Purchaser)

Sub: _____.

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said Services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Purchase Department / Office.
- c) We agree to abide by this proposal for the period of ____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, 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 a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Authorized Signatures with Official Seal

ANNEXURE-F

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

- a) To be executed by an authorized representative of the bidder.
- b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Format of Power-of-Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

ANNEXURE-G

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

ANNEXURE-H

(To be submitted on legal stamp paper)

AFFIDAVIT

(Integrity Pact)

We _(Name of the bidder / 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 bidder company)_ hereinafter called the Bidder to submit the attached bid to the _(Name of the Purchaser)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _(Name of the Purchaser)_ 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 bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

[The Seller/Supplier/Bidder] 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.

[The Seller/Supplier/Bidder] 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.

Notwithstanding any rights and remedies exercised by the Purchaser in this regard, [the Seller/Supplier/Bidder] 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier/Bidder] 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.

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20__

Notary Public

ANNEXURE-I

BID SECURITY FORM

WHEREAS [Name and Address of the Bidder] (hereinafter called "the Bidder") has submitted Tender against Tender Name _____, Tender No. _____, (hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures _____) (in words _____).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Bidder a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender Form; or
2. If the Bidder does not accept the corrections of his Total Tender Price; or
3. If the Bidder, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until furnishing of the Performance Security, whichever is later.

Date this _____ day of 2015.

GUARANTOR

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

ANNEXURE-J

PERFORMANCE SECURITY

Issuing Authority:
Date of Issuance:
Date of Expiry:
Claim Lodgment Date: (Must be one month later than the expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor ") has agreed to render the Services against Tender Name. _____, Tender No. _____ (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within fourteen (14) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs. _____ (10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, **whichever is later.**

Date this _____ day of 2015.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

ANNEXURE-K

Financial Capacity of the Bidder

Additionally, the following financial data form shall be filled out for the Bidder. The Purchaser reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Supply/Services may be disqualified.

Financial Information	Historical information for the previous three years (most recent to oldest in (PAK Rupees))		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
Information from Balance Sheet:			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement:			
(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

Provide information on current or past litigation or arbitration over the last three (3) years as shown in the form below.

Litigation or arbitration in the last three (3) years: No: _____ Yes: _____ (See below)

Litigation and Arbitration During Last three (3) Years

Year	Matter in Dispute	Value of Award Against Contract in PAK Rupees
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Authorized Signatures with Official Seal