PUNJAB INFORMATION TECHNOLOGY BOARD (PITB)

INVITATION TO BID

Punjab Information Technology Board (PITB), Government of the Punjab, invites bids for the Procurement of:

i. Provisioning of Services (Security Guards) for Citizen Facilitation and Service Centers under the Project titled "Establishment of Citizen Facilitation and Service Centers".

ii. Implementation, Support, Supply, Installation, Configuration, Customization & Integration of "Electronic Medical Records (EMR) System" for Hepatitis Prevention & Treatment Centers and Departments of Gastroenterology

a. The procurement shall be completed in accordance with the Punjab Procurement Rules 2014, on Single Stage - Two Envelope Bidding Procedure.

b. The tender documents are available in the office of the undersigned & the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs. 1000/-. Tender Documents are also available at www.pitb.gov.pk and www.ppra.punjab.gov.pk and may be downloaded free of cost.

c. 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, placed at Reception of the PITB office, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, not later than **1500** Hours on last date of submission of bids i.e. **19th July, 2018**, and bids shall be opened at **1530** hours on the same date, as per PPRA Rules, 2014.

d. All bids must be accompanied by Bid Security in complete conformity of the clause "Bid Security" of the prescribed tender document, as per Rule-27 of PPRA Rules, 2014. Bids which are incomplete, not sealed, not signed and stamped, late or submitted by other than specified mode will not be considered.

e. Income/Sales tax registration certificate and other documents as mentioned in Tender Document must accompany the bids.

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-6756-C)

Director (Development & Procurement)
Punjab Information Technology Board
13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road Lahore.
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Tender Document

Tender No. 203072018-1

IMPLEMENTATION, SUPPORT, SUPPLY, INSTALLATION, CONFIGURATION, CUSTOMIZATION & INTEGRATION OF "ELECTRONIC MEDICAL RECORDS (EMR) SYSTEM" FOR HEPATITIS PREVENTION & TREATMENT CENTERS AND DEPARTMENTS OF GASTROENTEROLOGY

Punjab Information Technology Board (PITB)

13th 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%20(ammended%20upto%2006.01.2016).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 tender document is available in the office of Punjab Information Technology Board, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore & the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs. 1000/-. Tender Document is also available at www.pitb.gov.pk and www.ppra.punjab.gov.pk and may be downloaded free of cost.

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. 1,000/- in PITB's account. The deposit slip / Challan Form must accompany respective bid.

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 the 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.2, placed at reception of Punjab Information Technology Board, Lahore, not later than 1500 hours on last date of submission of bids i.e. **19th July, 2018** 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 1530 hours on **19th July, 2018.** 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 hardware /services must be received in writing to the Purchaser till **07th July, 2018.** Any query received after said date may not be entertained. All queries shall be responded to within due time. PITB will host a pre-bid meeting on **10th July, 2018 at 11:00am**, at PITB premises (13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore).

The bidder shall submit bids which comply with the Bidding Document. **Alternative bids and options 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.

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

Primary Contact

Syed Umaid Ali
Assistant Program Officer
Email: umaid.ali@pitb.gov.pk
2nd Floor, Arfa Software Technology Park, 346-B,
Main Ferozepur Road, Lahore, Pakistan.

Kumail Rizvi
Program Officer
Email: kumail.rizvi@pitb.gov.pk
10th Floor, Arfa Software Technology Park, 346-B,
Main Ferozepur Road, Lahore, Pakistan.

Secondary Contact

Muhammad Shaukat Qureshi
Joint Director (Procurement)
Email: muhammad.qureshi@pitb.gov.pk
13th Floor, Arfa Software Technology Park, 346-B,
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.

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

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 Client, 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 Goods/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 health 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 Goods or Services in question.

3.10 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.

3.11 "Day" means calendar day.

3.12 "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, any defects and damages in Goods and Services provided under the Contract.

3.13 "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.

3.14 “Proposal” means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a bidder in response to this RFP.

3.15 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.

3.16 "Prescribed" means prescribed in the Tender Document.

3.17 "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.

3.18 "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.

3.19 "Services" means the tasks to be performed by the bidder pursuant to the Contract made in accordance with the listed scope under Clause 6.

3.20 "Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.

3.21 "Works" means work to be done by the Contractor under the Contract.

3.22 "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:

5.1.1 in writing;

5.1.2 issued within reasonable time;

5.1.3 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

5.1.4 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") for Implementation, Support, Supply, Installation, Configuration, Customization & Integration of "Electronic Medical Records (EMR)" System.

6.2 Detailed items pertaining to scope are mentioned in Annexure A, compliance to which is absolutely essential.

7. Tender Eligibility/Qualification Criteria

7.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:

7.1.1 has a registered/incorporated company/firm in Pakistan with relevant three (3) years of experience;

7.1.2 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);

7.1.3 has valid Registration of Sales Tax (ST) & National Tax Number (NTN);

7.1.5 has submitted bid for complete items and relevant bid security.

7.1.6 Must be involved in relevant software development and implementation business for

at least 03 years.

7.1.7 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 is mandatory), failing which will cause rejection of the bid;

7.1.8 Has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.

7.1.9 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.

7.1.10 Goods and 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 Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

Note: Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.

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 Venture / Consortium are not eligible for this tender.

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 must bid for all of the items.

13.2 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.

13.3 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.

13.4 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.

13.5 Technical Proposal shall comprise the following, **without quoting the price**:

13.6 Technical Proposal Form (**Annexure-C**)

13.6.1 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (**Annexure-H&I**)

13.6.2 Covering letter duly signed and stamped by authorized representative. (**Annexure-F**)

13.6.3 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan

13.6.4 Evidence of eligibility of the Tenderer and the Goods / Services.

13.6.5 Evidence of conformity of the Goods / the Services to the Tender Document

13.6.6 Details of Warranty and After-Sale Service / Support

13.6.7 Technical Brochures / Literature

13.6.8 List of firm's major international and national clientele

13.6.9 Submission of undertaking 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.

13.6.10 Valid Registration Certificate for Income Tax & Sales Tax

13.6.11 Power of Attorney, if an authorized representative is appointed (**Annexure-G**)

13.7 The Financial Proposal shall comprise the following:

13.7.1 Financial Proposal Form (**Annexure-D**)

13.7.2 Price Schedule (**Annexure-E**)

13.7.3 Bid Security (**Earnest money), as per provisions of the clause Bid Security of this document**

13.8 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. 203072018-1

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

13.9 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. 203072018-1

[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 follow the same process for the Financial Tender.

13.11 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. 203072018-1

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

13.12 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. 203072018-1

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 enclose soft copies of the Technical Proposal, 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.

13.14 The Tender shall be dropped in the prescribed Tender Box placed at the Reception of the Purchaser's office, not later than 1500 hours on last date of submission of bids. No late bid shall be accepted.

13.15 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 at Punjab Government Office(s) in Punjab (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 be free of charge, and no separate payment shall be made for that item(s).

14.4 In case of locally produced Equipment/Service, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item. In case of Contract of imported Equipment/Services offered Ex-Warehouse/Off-the-Shelf from within the Purchaser's country, import duties and sales and other taxes already paid shall be shown separately (if required by the Purchaser).

15. Bid Security (Earnest Money)

15.1 The bid security amount has been calculated as per provisions of Rule-27 "Bid Security" of PPRA Rules, 2014 (i.e. not exceeding five percent of the estimated cost), the Tenderer shall furnish the Bid Security (Earnest Money) as under:

15.1.1 for a sum of PKR 350,000/- (Rupees three hundred and fifty thousand only);

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, in the name of the Purchaser;

15.1.5 have a minimum validity period of one hundred twenty (120) 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 1530 hours on the last date of submission of bids i.e. 19th July, 2018, 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 Goods / the Services;

20.1.2 meets the Technical Specifications for the Goods / the Services

20.1.3 meets the delivery period / point for the Goods / the Services

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

20.1.5 offers fixed price quotations for the Goods / the Services , whereby no optional offer / bid or price is allowed;

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 / Goods 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.

PROVISO: 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 for supply and maintenance / warranty services will be rejected.

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

Category	Description	Points	
Legal (Mandatory)	Relevant business experience of last three (03) years	Required	
	Valid Income Tax Registration	Required	
	Valid General Sales Tax Registration (Status = **Active with FBR**)	Required	
	Submission of undertaking 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.	Required	
	Compliance to the technical specifications of software to be procured mentioned vide Annexure-A	Required	
	In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking)	Required	
Financial Strength / Experience	Worth of projects of similar nature in last three (03) years (Verifiable through relevant purchase orders / contracts) (Max Points 100)	11-15 million	10 Points
		16-20 million	20 Points
		21 million & above	30 Points
	Average Annual Revenue of last three (03) years (Verifiable through financial statements) (Max Points 100)	11-15 million	10 Points
		16-20 million	20 Points
		21 million & above	30 Points
System Demonstration	Vendor to show full lifecycle of a patient's experience in hospital using live demo of the system (Max Marks 135 = 40 points) Weightage of demonstration= 40%	135 marks	40 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.

System Demonstration Criteria:

Sr. No.	Features	Bidder 1 Score	Bidder X Score	Parameter
	Queue Management			
1	Queue management system from registration to pharmacy/pathology			1 = Available
2	Ability to park and recall a token			1 = Available
3	Front end configurable queues			1 = Available
4	Remote viewing of token numbers at stations			1 = Available
	Patient Registration			
5	Patient registration system for capturing patient profile and history			1 = Available
6	Ability to fetch patient record using multiple variables			1 = Available
7	Fetch record of patient registered at any other location			1 = Available
8	Add multiple visits of patient to single patient profile			1 = Available
9	Duplication of Records Check while Registration			1 = Available
10	Merge duplicate patient records			1 = Available
11	Integration of external devices like camera, fingerprint scanner etc.			1 = Available
	Triage & Vitals			
12	Record of basic patient vitals in given fields			1 = Available
13	Prioritizing patients based on their criticality level			1 = Available
14	Record presenting complaint and nurse notes			1 = Available
15	Calculation of BMI and relevant vitals based on the input			1 = Available
16	Vitals charts and graphs			1 = Available
	Clinical Notes & Templates			
17	Record provisional and final diagnosis of a patient			1 = Available
18	Record doctors notes and consultation details			1 = Available
19	Ability to electronically order medicines and investigations			1 = Available
20	Customizable doctor's templates for frequently used diagnosis, medicines and investigations			1 = Available
21	Provision of Medical Records Addendum after record Locking			1 = Available
22	Document manager			1 = Available
23	Visit wise patient record			1 = Available
24	Support for ICD/CPT coding system			1 = Available
	Lab Orders			
25	Ability to process lab orders created by the doctor			1 = Available
26	Sample receiving acknowledgement			1 = Available
27	Record lab test results			1 = Available
28	Machine integration with relevant lab analyzers			1 = Available
29	Process for test results verification			1 = Available
30	Compare actual Vs expected time for lab results			1 = Available
31	Lab worklist creation			1 = Available
32	Online viewing of lab test results by patients using App/portal			1 = Available
33	Lab Report Templates Management			1 = Available
34	Lab Admin Panel for Test Definition			1 = Available
35	Calculate item consumption per test			1 = Available
	Prescription			
36	Process electronic prescription of the patients			1 = Available
37	Paperless management of prescriptions and medicine dispensation			1 = Available
38	Record medicines based on generic as well as brand names			1 = Available
	Immunization / Vaccination			
39	Template manager for creating templates for vaccinations			1 = Available
40	Capability to order and administer vaccinations to patients based on the templates			1 = Available
41	Auto calculation of vaccination dates based on the template			1 = Available
42	SMS and email reminders to patients before their vaccination due date			1 = Available
	Referral Mechanism			
43	Internal as well as external referral mechanism			1 = Available
44	Integration of with other EMRs for handling patient referrals			1 = Available
	Pharmacy Automation			
45	Pharmacy Stores Management			1 = Available
46	Cost Center Management			1 = Available
47	Transaction Management			1 = Available
48	Item Definition			1 = Available
49	Store Indent Request			1 = Available
50	Store Medicine Issuance			1 = Available

51	Purchase Return			1 = Available
52	Stock Adjustment			1 = Available
53	Store to Store Transfer			1 = Available
54	Prepackaging			1 = Available
55	Unit Dose Drug Distribution			1 = Available
56	Process medicine orders from doctors from outdoor as well as indoor departments			1 = Available
57	Par levels and stock re-ordering management			1 = Available
58	Stock Freezing facility			1 = Available
59	Stock and issuance reports			1 = Available
	Appointment Schedular			
60	Overbooking or waiting queues			1 = Available
61	Book recurring medical appointments			1 = Available
62	Appointments SMS and Email Notifications			1 = Available
63	Centralized Appointment System			1 = Available
64	Doctor and clinic wise appointment calendar creation			1 = Available
65	Customizable calendar and slots against each doctor / clinic			1 = Available
66	Ability for hospital staff to book appointments against pre-defined slots			1 = Available
67	Initial patient registration at the time of taking an appointment			1 = Available
68	Ability to mark exceptions in calendar based on availability of doctor			1 = Available
	In Patient Record			
69	Ability to manage beds, patient admissions and discharge			1 = Available
70	Patient progress record and report			1 = Available
71	Ability to admit patients on virtual beds for day-care services			1 = Available
72	Separate modules for doctors and nurses in indoor patient department			1 = Available
73	Medicine order to pharmacy based on the unit dose mechanism			1 = Available
74	Nurse Medicine Administration			1 = Available
75	Take Home Medicines			1 = Available
76	Classification of Patients While Admission			1 = Available
77	Vitals charts, intake vs output records, pre-op and post-op notes			1 = Available
	Management Dashboard			
78	Executive dashboard for real-time insight of the hospital operations			1 = Available
79	Display of statistics and indicators using graphs and charts			1 = Available
80	Multiple filters for displaying the requisite information and statistics			1 = Available
81	3rd Party Bi-Tool Requirements			1= Required 2= Not Required
	Endoscopy Integration & Reporting			
82	Integration with endoscopy machine for fetching images in EMR			1 = Available
83	Report preparation template with ability to add images fetched from endoscopy machine			1 = Available
	Integration			
84	Barcode reader			1 = Available
85	SMS			1 = Available
86	RIS/PACS			1 = Available
87	LAB Analyzers			1 = Available
88	Biometric Devices			1 = Available
89	Vital machines			1 = Available
90	Printers			1 = Available
91	Scanners			1 = Available
92	Label printers			1 = Available
93	3rd Party Finance & Accounting applications			1 = Available
94	3rd Party courier services			1 = Available
	General Features			
95	Data Import Feature			1 = Available
96	Single or Multi-Site Functionality			1 = Single Site 2 = Multi Site
97	Regulatory Compliance (JCIA, ICD, HIPPA)			1 = Compliance to one standard 2 = Compliance to two standards 3 = Compliance to all three standards
98	Implementation Architecture			1= Single phase 2 = N phase
99	Application tiers			1 = Single tier 2 = N tier
100	Mobile access			1 = Available
	Administration and Security			
101	Login Procedure			1= Multi Login 2=Single Login
102	Password Management			1= AD Not Enabled 2=AD Enabled
103	Creation of Sub-Roles			1 = Available
104	Access Control			1= Form Base 2= Role Based
105	Privilege levels			1 = Available
106	Audit Trail			1 = Available
107	Data Structure Sharing with Client			1 = Available

108	Firewalls & security			1 = Available
	Technology			
109	Remote Access			1 = Available
110	Data Migration / Conversion			1 = Available
111	Built-In Synchronization Feature Remote site Server to Data Center			1 = Available
112	Customizability			1 = Partial 2 = Complete
113	Number of Users			1 = Limited 2= Unlimited
114	Compatibility with mobile devices			1 = Available
115	Real-time business intelligence and alerts			1 = Available
	Vendor and Vendor Support			
116	Service Level Agreement			1 = Available
117	Provision of Customization			1 = Vendor 2= Client
118	Technical Support (Local-Onsite / Remote)			1 = Remote 2=Local 3=Both
119	Support of interface standards (e.g. HL7, DICOM)			1 = Available
120	Geographical Experience			1 = within Pakistan 2 = Anywhere abroad
	TOTAL SCORE			Max Score = 135

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 taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Govt. at any time during execution/evaluation period will be dealt with mutual consent.

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 subjected to interlineations / cuttings / corrections / erasures / overwriting; or

24.2.5 bid security is not submitted;

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.

24.2.18 If the rates quoted by vender are not workable or on higher side etc.

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 twenty eight (28) days of the receipt of the 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 contract value;

27.1.4 denominated in Pak Rupees;

27.1.5 have a minimum validity period until the date of expiry of warranty period, 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.

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.

Contract Title:

IMPLEMENTATION, SUPPORT, SUPPLY, INSTALLATION, CONFIGURATION, CUSTOMIZATION & INTEGRATION OF "ELECTRONIC MEDICAL RECORDS (EMR) SYSTEM" FOR HEPATITIS PREVENTION & TREATMENT CENTERS AND DEPARTMENTS OF GASTROENTEROLOGY

[Name of Contractor]

Dated:

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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 supply of Goods/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 supply the Goods and 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 supply of the Goods and 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 _____	Signature _____
CNIC # _____	CNIC # _____
Name _____	Name _____
Designation_____	Designation _____
Address _____	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 (01) year and extendable up to next two years from the date of issuance of Acceptance Letter. 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 Goods / services provided under this Contract shall conform to the authoritative latest industry standards.

34. Commercial Availability

The Goods / 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 Goods / Services or any part thereof.

36. Execution Schedule

Scope as mentioned in this tender in clause-6 and Annexure A is to be delivered as mentioned below starts from issuance of Purchase Order, subsequent to the issuance of LOA.

Phase	Months
Project Governance and Implementation Plan Finalization	15 days
Approval of Requirements Document by Purchaser	15 days
Approval of Design Specifications by Purchaser	7 days
Configured Solution in UAT Environment	7 days
UAT	7 days
Go –Live	7 days
TOTAL IMPLEMENTATION TIME	**58 days**
Post Production Support Period	30 days

For each implementation, separate PO will be issued. Timelines mentioned above will be followed for each implementation.

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. Operations and Maintenance

The Bidder 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 Bidder 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 Bidder 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 Bidder shall provide a document stating step-by-step procedures for installation and disaster recovery to the Purchaser.

38.4 The Bidder 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 pay the amount verified within thirty (30) days. 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.

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 Letter of Acceptance (LOA) till termination of the signed contract in this regard.

39.6 Payment to the vendor will be as per the following schedule against PO / LOA:

35%	• after Project Governance and Implementation Plan Finalization • approval of Requirements Document by the Purchaser • upon approval of Design Specification by the Purchaser
55%	• upon Delivery of Configured Solution into the UAT environment • after User Acceptance Testing (UAT) • upon successful go-live
10%	• after completion of post-production support period

40. Price

The Contractor shall not charge prices for the Goods supplied, 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 with a copy to the Client.

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 / subcontractors 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 with a copy to the Client, 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 with a copy to the Client, 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 Goods / 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.

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 with a copy to the Client, 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 Client 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, Goods / Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods / 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 with a copy to the Client, 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 Any of the parties may, at any time, by written notice served on the other party with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the other party.

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

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

49.1.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods, 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 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 The Client

55.1 The Client shall only carry out such duties and exercise such authority as specified in the Contract. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.

55.2 The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.

55.3 The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

56 Authorized Representative

56.1 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.

56.2 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.

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

56.4 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.

56.5 Notwithstanding Clause 56.2, any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Client to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.

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

57 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.

58 Training

58.1 The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Purchaser / the Client to ensure that they shall acquire a good working knowledge of the operation, and general maintenance of the Services to be supplied under the Contract.

58.2 In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Purchaser / Client and proceed to implement suitable remedial measures after consultation with them.

59 Documentation

The Contractor shall furnish the user documentation, user manuals for each milestone of the supplied Services and other information pertaining to the performance of the Services, in hard copy format, in soft copy format and in the form of on-line help, before the Services are taken over by the Purchaser.

60 Special Stipulations

<table>
<tr><td colspan="2">SCHEDULE-A, SPECIAL STIPULATIONS</td></tr>
<tr><td colspan="2">For ease of Reference, certain special stipulations are as under:</td></tr>
<tr><td>Bid Security (Earnest Money)</td><td>The Contractor shall furnish the Bid Security (earnest Money) as under:
In the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; for a sum of PKR 350,000/- (Rupees three hundred and fifty thousand only); denominated in Pak Rupees;
Have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.</td></tr>
<tr><td>Performance Security</td><td>The successful Contractor shall furnish Performance Security as under: within twenty eight (28) days of the receipt of the Acceptance Letter 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 contract value;
Denominated in Pak Rupees; Have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, <u>whichever is later.</u></td></tr>
<tr><td>Delivery of Services</td><td>
<table>
<tr><th>Phase</th><th>Months</th></tr>
<tr><td>Project Governance and Implementation Plan Finalization</td><td>15 days</td></tr>
<tr><td>Approval of Requirements Document by Purchaser</td><td>15 days</td></tr>
<tr><td>Approval of Design Specifications by Purchaser</td><td>7 days</td></tr>
<tr><td>Configured Solution in UAT Environment</td><td>7 days</td></tr>
<tr><td>UAT</td><td>7 days</td></tr>
<tr><td>Go –Live</td><td>7 days</td></tr>
<tr><td>TOTAL IMPLEMENTATION TIME</td><td>58 days</td></tr>
<tr><td>Post Production Support Period</td><td>30 days</td></tr>
</table>
</td></tr>
<tr><td>Liquidated damages for failure / delay in supply / installation / configuration of Goods / Services / Works by the Contractor</td><td>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 Goods / 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.</td></tr>
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ANNEXURE-A

Background

Government of Punjab has launched a program under which specialty clinics along with diagnostic facilities and indoor wards will be setup at hospitals across Punjab. These specialty facilities will provide medical treatment to patients with utmost care and best infrastructure. Punjab Information Technology is tasked with implementing Electronic Medical Record System at these medical facilities. Having advance EMR is aimed at providing the patients with good medical care, efficient service delivery and smart monitoring.

Health Facilities

Health Facilities list	
Sr. No.	**Hospital name**
1	Allama Iqbal Medical College, Lahore.
2	Fatima Jinnah Medical College for Women, Lahore.
3	King Edward Medical College, Lahore.
4	Nishtar Medical College, Multan.
5	Punjab Medical College, Faisalabad.
6	Quaid-e-Azam Medical College, Bahawalpur.
7	Rawalpindi Medical College, Rawalpindi.
8	Services Institute of Medical Sciences, Lahore.
9	Sargodha Medical College, Sargodha.
10	Shaikh Zayed Medical College, Rahim Yar Khan.
11	Nawaz Shairf Medical College, Gujrat.
12	Sheikh Khalifa Bin Zayed Al-Nahyan Medical College, Lahore.
13	Ameer-ud-Din Medical College (PGMI) Lahore.
14	Khawaja Muhammad Safdar Medical College, Sialkot.
15	Gujranwala Medical College, Gujranwala.
16	D.G. Khan Medical College, Dera Ghazi Khan.
17	Sahiwal Medical College, Sahiwal

Purchaser reserves the exclusive right to add/remove/change the hospitals at its own discretion.

ELECTRONIC MEDICAL RECORDS (EMR)

ELECTRONIC MEDICAL RECORDS (EMR) is envisaged to be a comprehensive, integrated information system designed to manage functioning of specialty medical facilities including outdoor patients, indoor wards and the corresponding services including diagnostics. Project requirement includes supply, installation, configuration, and deployment of Electronic Medical Records (EMR) together with the necessary database and other value added modules. The scope is listed below:

1. Modules

1. Queue management
2. Patient Registration
3. Triage and Vitals
4. Clinical Notes & Templates
5. Lab Orders
6. Prescription
7. Immunization/Vaccination
8. Reference mechanism
9. Pharmacy Automation
10. Appointment Scheduler
11. In Patient Record
12. Management Dashboard
13. Endoscopy Integration & Reporting

1.1 Queue management

Systems should have the capability to generate token numbers and maintain queues according to different categories. Patient's queues will be managed and streamlined throughout the treatment cycle in the hospital from patient registration to Pharmacy/Pathology. QMS will ensure that patient will be called based on their token number thus avoiding misunderstanding and dissatisfaction among patient. System should enable users at each station to park any token number(s) and recall later.

Features	Bidder 1 Score	Bidder X Score	Parameter
Queue Management			
Queue management system from registration to pharmacy/pathology			1= Available
Ability to park and recall a token			1= Available
Front end configurable queues			1= Available
Remote viewing of token numbers at stations			1= Available

1.2 Patient Registration

The system must have the provision to register patients by recording their personal and demographical information.

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.

Application should then be able to retrieve patient's information previously stored either by swiping CNIC and/or any other patient card as issued by the administration.

Integration with external peripherals such as card-readers and biometric reader is also encouraged. 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.

Features	Bidder 1 Score	Bidder x Score	Parameter
Patient Registration			
Patient registration system for capturing patient profile and history			1= Available
Ability to fetch patient record using multiple variables			1= Available
Fetch record of patient registered at any other location			1= Available
Add multiple visits of patient to single patient profile			1= Available
Duplication of Records Check while Registration			1= Available
Merge duplicate patient records			1= Available
Integration of external devices like camera, fingerprint scanner etc.			1= Available

1.3 Triage and Vitals

Triage and Vitals Module will be used by Nurses and it will help them to record patient vitals and the system will assign priority to the patients based on their condition. 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.

Features	Bidder 1 Score	Bidder x Score	Parameter
Triage & Vitals			
Record of basic patient vitals in given fields			1= Available
Prioritising patients based on their criticality level			1= Available
Record presenting complaint and nurse notes			1= Available
Calculation of BMI and relevant vitals based on the input			1= Available
Vitals charts and graphs			1= Available

1.4 Clinical Notes & Templates

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. Supported with the use of leading ICD/CPT codes, system must be based on unanimous coding scheme. Doctor templates especially related to Hepatology to be provided.

Features	Bidder 1 Score	Bidder x Score	Parameter
Clinical Notes & Templates			
Record provisional and final diagnosis of a patient			1= Available
Record doctors notes and consultation details			1= Available
Ability to electronically order medicines and investigations			1= Available
Customizable doctor's templates for frequently used diagnosis, medicines and investigations			1= Available
Provision of Medical Records Addendum after record Locking			1= Available
Document manager			1= Available
Visit wise patient record			1= Available
Support for ICD/CPT coding system			1= Available

1.5 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. All test results should become part of patient's EMR for clinicians to view at any time.

Lab orders also constitute an important component in billing summary of the patient under subject.

Doctors will be able to advice lab orders from their interface and then the patient will be referred to the billing counter for bill clearance. After getting the receipt from the billing counter, patient will be referred to Lab for sample collection. Patient's lab result will be entered and verified by lab technician and then the report will be issued after verification for the doctors and patient to view.

The report once issued will become a part of Patient's EMR. There should be a provision to integrate pathology machines with EMR.

Features	Bidder 1 Score	Bidder x Score	Parameter
Lab Orders			
Ability to process lab orders created by the doctor			1= Available
Sample receiving acknowledgement			1= Available
Record lab test results			1= Available
Machine integration with relevant lab analyzers			1= Available
Process for test results verficiation			1= Available
Compare actual Vs expected time for lab results			1= Available
Lab worklist creation			1= Available
Online viewing of lab test results by patients using App/portal			1= Available
Lab Report Templates Management			1= Available
Lab Admin Panel for Test Definition			1= Available
Calculate item consumption per test			1= Available

1.6 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.

Features	Bidder 1 Score	Bidder x Score	Parameter
Prescription			
Process electronic prescription of the patients			1= Available
Paperless management of prescriptions and medicine dispensation			1= Available
Record medicines based on generic as well as brand names			1= Available

1.7 Immunization/Vaccination

The system shall have capability to generate Vaccination card to the patients on predefined template. System will allow the user to define templates against each vaccination specifying the vaccine period, route of administration, number of dosage required for the respective immunization and other details. The standing orders of the immunization will be managed using the template already defined in the system by the user. The next vaccination date for the patients will be calculated using this Immunization Template. The system shall be able to generate automatic reminders to patients about their due vaccination dosage.

Features	Bidder 1 Score	Bidder x Score	Parameter
Immunization / Vaccination			
Template manager for creating templates for vaccinations			1= Available
Capability to order and administer vaccinations to patients based on the templates			1= Available
Auto calculation of vaccination dates based on the template			1= Available
SMS and email reminders to patients before their vaccination due			1= Available

1.8 Referral mechanism

System should be able to refer patients to different users within the application or outside application. Complete record of referrals will be maintained by the system and it will help the doctors to:

- Refer the patient to other consultants
- Refer patients for Operation Theater
- Refer patients for Admission in IPD
- Refer patients to External Hospital

Features	Bidder 1 Score	Bidder x Score	Parameter
Referral Mechanism			
Internal as well as external referral mechanism			1= Available
Integration of with other EMRs for handling patient referrals			1= Available

1.9 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. Pharmacy Module will be an integrated system which will allow the user to see the e-prescriptions made by the doctors from the Outpatient module or from the Inpatient patient records. These prescriptions will be listed for each patient along with the patient identifier. The pharmacy users will be able to view only drug orders. In addition to dispensation, Pharmacy Module will also help in the management of drugs in the internal pharmacy of the hospital by monitoring the medicine stock available in the pharmacy.

Features	Bidder 1 Score	Bidder x Score	Parameter
Pharmacy Automation			
Pharmacy Stores Management			1= Available
Cost Center Mangement			1= Available
Transaction Mangement			1= Available
Item Definition			1= Available
Store Indent Request			1= Available
Store Medicine Issuance			1= Available
Purchase Return			1= Available
Stock Adjustment			1= Available
Store to Store Transfer			1= Available
Prepackaging			1= Available
Unit Dose Drug Distribution			1= Available
Process medixine orders from doctors from outdoor as well as indoor departments			1= Available
Par levels and stock re-ordering management			1= Available
Stock Freezing facility			1= Available
Stock and issuance reports			1= Available

1.10 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.

There should also be a facility to call in to the hospital to book an appointment by patients prior to their visit. Appointment Scheduler will be based on the schedule of the consultants. System will allow the admin user to manage the schedule of each consultant, specifying the days in which consultant is available, defining the slot size of each consultant and marking exceptions in consultant calendar.

Features	Bidder 1 Score	Bidder x Score	Parameter
Appointment Schedular			
Overbooking or waiting queues			1= Available
Book recurring medical appointments			1= Available
Appointments SMS and Email Notifications			1= Available
Centralized Appointment System			1= Available
Doctor and clinic wise appointment calendar creation			1= Available
Customizable calender and slots against each doctor / clinic			1= Available
Ability for hospital staff to book appointments against pre-defined			1= Available
Initial patient registration at the time of taking an appointment			1= Available
Ability to mark exceptions in calender based on availability of doctor			1= Available

1.11 In patient Record

System must have the capacity to maintain and manage patient's admission, discharge, transfer details, patient progress record. This module commences when the patient is allotted a bed in the ward after being referred to IPD. It deals with the complete treatment and services provided to the patient during his/her stay in the hospital. The Inpatient module has been designed such that all

the key information about the patient such as patient assessment, lab, radiology, vitals collection, input and output chart, medication information and all other relevant information about the patient can all be viewed under one umbrella of the IP.

Features	Bidder 1 Score	Bidder x Score	Parameter
In Patient Record			
Ability to manage beds, patient admissions and discharge			1= Available
Patient progress record and report			1= Available
Ability to admit patients on virtual beds for day-care services			1= Available
Separate modules for doctors and nurses in indoor patient			1= Available
Medicine order to pharmacy based on the unit dose mechanism			1= Available
Nurse Medicine Administration			1= Available
Take Home Medicines			1= Available
Classification of Patients While Admission			1= Available
Vitals charts, intake vs output records, pre-op and post-op notes			1= Available

1.12 Management Dashboards

System should be have a professional dashboard for managers and other senior staff of the hospital for insights into the system, the hospital facility as well as the patient care.

Features	Bidder 1 Score	Bidder x Score	Parameter
Management Dashboard			
Executive dashboard for real-time insight of the hospital operations			1= Available
Display of statistics and indicators using graphs and charts			1= Available
Multiple filters for displaying the requisite information and statistics			1= Available
3rd Party Bi-Tool Requirements			1= Required 2= Not Required

1.13 Endoscopy Integration & Reporting

Integration with Endoscopy machines along with reporting modules to be provided. Reporting module must contain the images (fetched from machine) and template for report preparation.

Features	Bidder 1 Score	Bidder x Score	Parameter
Endoscopy Integration & Reporting			
Integration with endoscopy machine for fetching images in EMR			1= Available
Report preparation template with ability to add images fetched from endoscopy machine			1= Available

2. Third-party services integration

System should have the capability or the flexibility to integrate to certain hardware and services that the hospital may use like courier services, thumb scanners, SMS API, Vitals Capturing Machines etc.

Features	Bidder 1 Score	Bidder x Score	Parameter
Integration			
Barcode reader			1= Available
SMS			1= Available
RIS/PACS			1= Available
LAB Analyzers			1= Available
Biometric Devices			1= Available
Vital machines			1= Available
Printers			1= Available
Scanners			1= Available
Label printers			1= Available
3rd Party Finance & Accounting applications			1= Available
3rd Party courier services			1= Available

3. General Requirements

3.1 Complete documentation of the system should be done and provided by the vendor. This includes:

3.1.1 Functional specification documents

3.1.2 Architecture & Design documents etc.

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

3.3 System should be a multilayered architecture typically

3.3.1 Presentation layer

3.3.2 Domain logic layer

3.3.3 Storage layer

Features	Bidder 1 Score	Bidder x Score	Parameter
General Features			
Data Import Feature			1= Available
Single or Multi-Site Functionality			1= Single Site 2 = Multi Site
Regulatory Compliance (JCIA, ICD, HIPPA)			1= Compliance to one standard 2 = Compliance to two standards 3 = Compliance to all three standards
Implementation Architecture			1= Single phase 2 = N phase
Application tiers			1= Single tier 2 = N tier
Mobile access			1= Available

4. Administration & Security

4.1 Proper software development lifecycle should be imposed on the application for proper testing and user acceptance

4.2 System should have a strong logging mechanism to log each and every activity being carried out by users in the application. This is important for user activity tracking and auditing the system. Whole system should be able to support at least five hundred concurrent users.

4.3 Unauthorized alteration or damage to EMR system, and all related systems and databases should be prevented by implementing agencies.

4.4 Username and password may be allotted for users to open system for use. Biometric authentication should also be applied.

4.5 System Firewall should be available for safety measures of system usage.

4.6 In case of any damage to the system vendor should provide correction and remedies to issues and damages

4.7 Implementing Agency shall be responsible for data storage, backup and recovery measure that will be taken at individual facility separately.

4.8 System should have software as well as hardware redundancy, contingency and failover mechanisms in place for seamless application availability.

Features	Bidder 1 Score	Bidder x Score	Parameter
Administration and Security			
Login Procedure			1= Multi Login 2=Single Login
Password Management			1= AD Not Enabled 2=AD Enabled
Creation of Sub-Roles			1= Available
Access Control			1= Form Base 2= Role Based
Privilage levels			1= Available
Audit Trail			1= Available
Data Structure Sharing with Client			1= Available
Firewalls & security			1= Available

5. Development / Customization Criteria

5.1 The software system must be developed / customized in a suitable environment utilizing industry standard with commercially available tools in the market.

5.2 All tools to be used to develop customize and maintain the system, as well as the hosting platform and software.

6. Management Plan

6.1 A competent forum is established for managing development/customization of the system and serves as primary point of contact for authority.

6.2 A work breakdown structure showing all proposed interventions must be made by the vendor.

7. Version Control and Bug Fixing

The Implementing agency 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.

8. Future Changes / System Upgrades

From time to time, changes in work process, legislations, policies, etc. may be done in EMR 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.

9. Testing Criteria

9.1 Fault Correction

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

9.2 Hosting Criteria

The EMR system must be made available on a 24x7 basis, with scheduled down time (if any), including both planned and unplanned outage. The EMR system must meet the standards for web accessibility. System will be hosted on the servers provided by the purchaser.

ANNEXURE-B

Technical Proposal Submission Form

[Location, Date]

To _(Name and address of Client / 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 supply 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 Client / 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 *(Costs to be mentioned should be inclusive of all applicable taxes)*

Module	**Unit Cost (A)**	**No. of Implementations / Units (B)**	**Total Cost (C)**
Queue Management		17	
Patient Registration		17	
Triage & Vitals		17	
Clinical Notes & Templates		17	
Lab Orders		17	
Prescription		17	
Immunization/Vaccination		17	
Reference Mechanism		17	
Pharmacy Automation		17	
Appointment Scheduler		17	
In Patient Record		17	
Management Dashboard		17	
Endoscopy Integration & Reporting		17	
TOTAL IMPLEMENTATION COST (sum of all modules)		17	
POST PRODUCTION SUPPORT & HANDHOLDING COST		17	
ENTERPRISE SERVER LICENSE (PUNJAB WIDE)		1	
DATABASE SERVER LICENSE (PUNJAB WIDE)		1	
ADDITIONAL CHANGE REQUEST PER MAN-DAY RATE		200	
TOTAL BID COST			**X**

NOTES:

1. TOTAL BID COST (X) = SUM OF TOTAL IMPLEMENTATION COST + TOTAL POST PRODUCTION SUPPORT & HANDHOLDING COST + PUNJAB WIDE ENTERPRISE SERVER LICENSE (one time) + DATABASE SERVER LICENSE (one time) + TOTAL ADDITIONAL CHANGE REQUEST COST
2. Purchaser will have the right to increase/decrease number of candidate facilities for implementation of EMR.
3. Purchaser will have the right to increase/decrease number of man-days for customization (mentioned number of man-days in the price table above is an estimate and is for the purpose of financial evaluation only.)

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 items / 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 items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client 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 biding.

_____

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 Contractor 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/Contractor] 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/Contractor] 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/Contractor] 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/Contractor] 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

PERFORMANCE SECURITY

Issuing Authority:
Date of Issuance:
Date of Expiry:

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and 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 twenty eight (28) 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 before 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 _____ 2018.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____