



BIDDING DOCUMENTS
FOR
PROCUREMENT FOR FABRICATION OF HOSPITAL INFECTIOUS
WASTE STORAGE ROOMS
BID REF NO. SO (P-II) H/1-19/2023 (C)



GOVERNMENT OF THE PUNJAB
SPECIALIZED HEALTHCARE &
MEDICAL EDUCATION DEPARTMENT

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SPECIALIZED HEALTHCARE & MEDICAL EDUCATION DEPARTMENT GOVERNMENT OF THE PUNJAB

INVITATION TO BIDDERS

(Framework Contract for the Procurement of Air Conditioners, Emergency Stretchers, Glass Shredders for Hospital Infectious Waste, Refrigerated Hospital Infectious Waste Transport Vehicles & Fabrication of Hospital Infectious Waste Storage Rooms etc.)

SO (P-00) 05-31/2023. Sealed Bids are invited from eligible bidders, registered with relevant Registration Authorities and Tax Departments / Authorities for Framework Contract for the Procurement of Air Conditioners, Emergency Stretchers, Glass Shredders for Hospital Infectious Waste, Refrigerated Hospital Infectious Waste Transport Vehicles & Fabrication of Hospital Infectious Waste Storage Rooms etc. Bids shall be received as per single stage two envelope bidding procedure as per PPR-2014.

Bid Ref. No.	S#	Items
SO (P-00) 05-31/2023	1	Air Conditioners 2 Ton Cabinet
	2	Air Conditioners 4 Ton Cabinet
	3	Emergency Stretchers
SO (P-03)/H/1-19/2023	4	Glass Shredders for Hospital Infectious Waste
	5	Refrigerated Hospital Infectious Waste Transport Vehicles
	6	Fabrication of Hospital Infectious Waste Storage Rooms

2. Bidding Documents are immediately available after date of publication. The Bidding document carrying all details can also be downloaded from www.health.punjab.gov.pk and website of Punjab Procurement Regulatory Authority <http://ppra.punjab.gov.pk>. Pre-Bid meeting will be held on 16.04.2024 at 11:00 Hours in the Committee Room of SHC & ME Department. Minutes of pre-bid meeting shall be uploaded on the website of SHC & ME Department within two days, which will be considered as addendum to bidding documents.

3. Bids must be delivered to the address below on or before 29.04.2024 at 11:00 Hours. Late Bids shall be rejected. The Bids will be opened on the same day at 11:30 Hours in the presence of the Bidders' representatives who may choose to be present at the address below. Interested eligible Bidders may obtain further information from Section Officer Purchase-III (for Air Conditioners & Emergency Stretchers) & Section Officer Purchase-II (for Glass Shredders & Refrigerated Hospital Waste Management Vehicles) at the address given below before the bid submission within working hours. Bid Validity is 180 days from the date of opening of bids. There is no Bid Security in this tender.

4. SHC & MED will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In the case of official holiday on the day of submission, the next day will be treated as closing date.

IPL-3203

Deputy Secretary (Procurement)
Government of the Punjab
Specialized Healthcare and Medical Education Department,
11-A Lawrence Road, Lahore. 042-99206275

Section-II: Instructions to Bidders (ITB)

Note:-

- All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the later shall prevail.
- In case of conflict between Invitation to Bidders and Bidding Document, the provisions of bidding documents shall prevail.

2.1. Introduction

- | | |
|-------------------------------|---|
| 2.1.1 Scope of Bid | i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of services as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the BDS. The successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS. Any Bid covering partial scope of services will be rejected as non-responsive. |
| 2.1.2 Source of Funds | i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds / a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued. |
| 2.1.3 Eligible Bidders | <p>i) The Invitation to Bids is open to all the registered firms with relevant Registration Authorities and Tax Departments/Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.), except as provided hereinafter.</p> <p>ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation to Bids.</p> <p>iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.</p> |

- iv) Bidders shall not be under a declaration of blacklisting by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA). During the Procurement Process / execution of the Contract, if the firm/ bidder is blacklisted by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA), if such blacklisted bidder wants to execute the contract awarded after its blacklisting, the bidder/ firm shall provide 100% Bank Guarantee against the awarded Contract value and in case the bidder regret to do so then the Procuring Agency may proceed with second lowest evaluated bidder.
- v) In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.
- vi) The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney (to be signed by all signatories of JV partners; if allowed) to the Procuring Agency.
- vii) Any agreement that form a Joint Venture, Consortium Or Association shall be required to be submitted as part of the Bid and shall be attested and shall be valid during the currency of the contract in response to this Invitation to bids.
- viii) Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
- ix) The invitation for Bids is open to all bidder/service provider subject to any provisions or licensing/regulatory requirements issued by the respective national/ provincial

professional statutory body established for that particular trade or business.

x) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.
- b) Have controlling shareholders in common; or
- c) Receive or have received any direct or indirect subsidy from any of them; or
- d) Have the same legal representative for purposes of this Bid; or
- e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

xi) A Bidder may be ineligible if –

- (a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
- (b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
- (c) Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation

entailing the total or partial loss of the right to administer and dispose of the property;

(d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;

(e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(g) The firm, service provider is blacklisted/ debarred by any international organization.

xii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

xiii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

xiv) Bidder shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to **more than ten percent of the Bid price is envisaged.**

2.1.4. Eligible Goods and Services

i) All goods and related services to be provided under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.

ii) All expenditures made shall be limited to such goods and services under the contract / purchase order.

- iii) The origin of goods and services is distinct from the nationality of the Bidder. *In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.*

2.1.5. Cost of Bidding

- i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.1.6. One person one bid

- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
- ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

- i) The services required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
 - (a) Invitation to Bids
 - (b) Instructions to Bidders (ITB)
 - (c) Scope of Services
 - (d) Bid Data Sheet
 - (e) General Conditions of Contract (GCC)
 - (f) Special Conditions of Contract (SCC)
 - (g) Schedule of Requirements
 - (h) Bid Form
 - (i) Bidder Profile Form
 - (j) General Information Form

- (k) Affidavit
- (l) Bid Security Form
- (m) Technical Bid Form
- (n) Contract Form
- (o) Financial Bid Form / Price Schedule
- (p) Performance Guarantee Form
- (q) Check List

- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
- iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2. Clarification of Bidding Documents

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. **The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet.** Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.

- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.
- iii) The Procuring Agency will **within three (3) working days** after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the Procuring Agency's response **as prescribed in ITB clause 2.2.2 (iii) above** will be uploaded on the website of procuring agency. The prospective bidders are advised to regularly visit the website of the procuring agency for any clarification issued vide ITB clause 2.2.2 (iii) above.
- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3**.
- vi) If indicated in the **BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the **BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
- vii) Minutes of the pre-Bid meeting, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents and by uploading same on the website of the procuring agency. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3. Amendment of Bidding Documents

- i) At any time prior to the deadline for submission of Bids, **but not later than three (3) days before the closing date of the submission of Bid**, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.
- ii) Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
- iii) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g. email that secures record of the content of subject communication.
- iv) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. Preparation of Bids

2.3.1. Language of Bid

- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

2.3.2. Bid Form

- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the services to be provided. A brief description of services or any other service required under the contract to be provided.

2.3.3. Bid Prices

- i) The Bidder shall indicate on form 8.10 the unit prices and prices of the Services to be performed under the Contract

(inclusive of all applicable taxes, road taxes and duties etc.) and total Bid price of the services it proposes to supply under the contract.

- ii) Prices indicated on the Price Schedule shall be as per format on form 8.10 [Financial Bid Form / Price Schedule]
- iii) The Bidder's separation of price components in accordance with **ITB Clause 2.3.3(ii)** above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
- iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

2.3.4. Bid Currencies

- i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.
- ii) The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

2.3.5. Documents Establishing Bidder's Eligibility and Qualification

- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted; i.e; prequalification for these services by the Department.

2.3.6. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all related services which the Bidder proposes to provide under the contract.
- ii) The documentary evidence of the eligibility of the services shall consist of a statement in the Price Schedule/Financial Bid Form of services offered.
- iii) The documentary evidence of Service conformity to the Bidding documents, may be in the form of literature, drawings and data. The bidder shall furnish documentation as per BDS.

- iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.
- v) **Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.**
- vi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.
- vii) The required documents/ brochures of product and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7. Bid Security

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for **thirty (30) Days**, beyond the Bid validity period prescribed in BDS.
- iv) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible upon written request, after

the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

“38(2)(a)(vii) the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:

provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency”.

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vii) The Bid security may be forfeited:
 - a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - b. In the case of a successful Bidder, if the Bidder:
 - i. Fails to sign the contract in accordance with ITB Clause 2.6.3; or
 - ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
 - iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

2.3.8. Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the

responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of Bid

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.
- ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.
- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.
- iv) Any interlineation, erasures, or overwriting shall be not be accepted & such bid shall be rejected.
- v) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be signed and stamped by the authorized person.
- vi) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.3.10. Minimum Wage rates / all applicable taxes

The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

- i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL”.
- ii) The inner and outer envelopes shall:
 - a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
 - b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE..... (time and date),” *[to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.]*
- iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.
- iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the Procuring Agency will assume no responsibility for the Bid’s misplacement or premature opening.
- v) In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL”. The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.
- vi) The inner and outer envelopes shall:
 - a) Be addressed to the Procuring Agency at the address given in the **BDS**; and
 - b) Bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 2.4.2**.
- vii) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously,

one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:

- a) Bidder shall submit his **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** in separate inner envelopes and enclosed in a single outer envelope.
- b) **ORIGINAL** and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
- c) The envelopes containing the **ORIGINAL** and copies will be put in one sealed envelope and addressed / identified as given in BDS.

viii) The inner and outer envelopes shall:

- a) be addressed to the Procuring Agency at the address provided in the BDS;
- b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;
- c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to ITB.2.4.3.

ix) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.

2.4.2 Deadline for Submission of Bids

- i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet. Bids received through courier services shall not be entertained.
- ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- 2.4.3. Late Bids**
- iii) Bids shall be received by the Procuring Agency at the address specified under **BDS** no later than the date and time specified in the **BDS**.
 - i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
 - ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
 - iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
- 2.4.4. Modification and Withdrawal of Bids**
- i) The Bidder may modify or withdraw its Bid before bid submission time.
 - ii) No Bid may be modified or withdrawn after the deadline for submission of Bids.
 - iii) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).

2.5. Opening and Evaluation of Bids

- 2.5.1. Opening of Bids by the Procuring Agency**
- i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
 - ii) The Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.

- iii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
- iv) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- v) Bidders are advised to send a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
- vi) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i)**.
- vii) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- viii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- ix) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.
[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]

**2.5.2.
Confidentiality**

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

**2.5.3. Clarification
of Bids**

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.
- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
 - a) Evaluation & qualification criteria;
 - b) Required scope of work or specifications;
 - c) All securities requirements;
 - d) Tax requirements;
 - e) Terms and conditions of bidding documents.

f) Change in the ranking of the Bidder

- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

2.5.4. Preliminary Examination

- i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Prior to detailed evaluation pursuant to Clause ITB 2.5.8 , the evaluation committee will determine the responsiveness of the Bids.
- iii) Arithmetical errors will be rectified on the following basis:-
- a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the **unit price shall prevail**, and the total price shall be corrected. If the Service Provider does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
 - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iv) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- v) If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

- vi) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
 - a) Meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
 - b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
 - c) Has been properly signed;
 - d) Is accompanied by the required securities; and
 - e) Is responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

2.5.5. Examination of Terms and Conditions; Technical Evaluation

- i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

2.5.6. Correction of Errors

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
 - a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

- c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

- ii) The amount stated in the Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8.**

2.5.7. Conversion to Single Currency

- i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

2.5.8. Post-Qualification & Evaluation of Bids

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial & technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical

Specifications required for complete scope of work and services.

- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or package wise evaluation inclusive of prevailing taxes, duties, fees along with observance of minimum wages etc.

2.5.9. Contacting the Procuring Agency

- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.
- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10. Grievance Redressal

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written

complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).

- v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter and by email to be confirmed in writing by registered letter, that **its Bid has been accepted**. In order to save time, the successful bidder through its authorized representative can also receive the notification of award from procuring agency.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).
- iv) Notifications and announcements to the JV or Partnership will be made to the Lead Partner or Pilot Partner or Coordinator associates

2.6.2. Performance Guarantee

- i) **Within seven (07) days** of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

**2.6.3. Signing of Contract/
Issuance of Purchase Order**

- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.
- ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
- iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

2.6.4. Award Criteria

- i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award

- i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other

2.6.6. Procuring Agency's Right to Accept or Reject All Bids

terms and conditions, on the analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).

- i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.
- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any
- iii) The Procuring Agency 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.

2.6.7. Re-Bidding

- i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

2.6.8. Corrupt or Fraudulent Practices

- i) The Procuring Agency Bidders, Service Providers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

"(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. *Coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*

- ii. *Collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. *Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. *Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- v. *Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.”*

ii) Blacklisting & Debarment:

Blacklisted firms and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009:

“17A. Blacklisting.– (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

21. Blacklisting.–(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:

- (a) acted in a manner detrimental to the public interest or good practices;
- (b) consistently failed to perform his obligation under the Contract;
- (c) not performed the Contract up to the mark; or
- (d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

- (a) shall forward the decision to the Authority for publication on the website of the Authority; and
- (b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

- 1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
- 2. The show cause notice shall contain:*
 - (a) precise allegation, against the bidder or Contractor;*
 - (b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
 - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
- 3. The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
- 4. In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
- 5. In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
- 6. The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
- 7. The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*

8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."*

- iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

2.6.9. Volume of the services to be considered in mind

- i) While quoting the rate in a framework contract, the Bidder must consider the following facts:
 - a. Certain services as prescribed in Bid Data Sheet.
 - b. The Bidder have to maintain the rates of the services for the whole financial year.
 - c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

**2.7
Price
Reasonability
Certificate**

The Service Provider shall Certifies on judicial stamp paper that the prices quoted to the SHC&ME Department, Government of the Punjab reasonable and not exorbitant/ higher than current market prices offered by other service providers.

2.7.1 Change in the Applicable Law related to Taxes and Duties

If, after the date of this Services contract, there is any change in the applicable law in the country with respect to taxes and duties which decreases or increase the cost shall be addressed accordingly by the procuring agency which may be in minimum wage rate notification, imposition of some new tax, increase in existing tax rate etc.

Section-III. SCOPE OF SERVICES /SPECIFICATIONS

3.1 SCOPE OF SERVICES /specifications

FABRICATION OF HOSPITAL INFECTIOUS WASTE STORAGE ROOMS

(QTY-13)

- a. Specialized Healthcare & Medical Education Department (SHC&MED) is undertaking wide-ranging reforms to improve the health delivery in tertiary care hospitals. As part of the reform services, one of the initiative is to ensure healthy environment for safe disposal of hospital waste. Department has already outsourced management and operations of hospital infectious waste. Department intends to fabricate existing hospital infectious waste storage rooms with Stainless structure/Polycarbonate or eq. material and refrigeration system to convert them into **COLD ROOM** to limit infectious risk.
- b. Details of existing yellow rooms is provided along with the pictures to ascertain the work required. However, firm may visit before tender submission to any health facility for actual work required and may quote accordingly.
- c. Firm shall fabricate the existing rooms with stainless steel /Polycarbonate or eq. material structure at walls, floor, ceiling, doors etc. on all sides of the room. The SS or eq material lining should be structure mounted (gypsum board/cement board or any structured material. SS Structure /Polycarbonate or eq. material should be washable with proper drainage. Size of the SS/polycarbonate or eq. sheet must be 0.8-1mm thick.
- d. Firm shall install brand new refrigeration unit with temperature of +8°C. The old refrigeration unit where available shall remain the property of the concerned hospital.
- e. Firm shall prepare Stainless steel rack at appropriate height on two sides (one shelf type) having depth of 1 ½ ft.
- f. Firm shall be bound to quote for complete package and lowest shall be determined on complete package price. However, prices shall be mentioned for each hospital, separately.
- g. Minor civil works within the yellow room including paint shall be carried out by the service provider.
- h. Any expense during the fabrication of yellow rooms shall be borne by the service provider.

Note: Firm may quote Polycarbonate or any equivalent material instead of SS sheets.

Detail of Sites

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INCINERATION SITE 1 - CHILDREN'S HOSPITAL & THE UNIVERSITY OF CHILD HEALTH SCIENCES, LAHORE

Length= 15ft

Width= 12ft

Height= 12ft



INCINERATION SITE 2- JINNAH HOSPITAL, LAHORE

Length= 29ft

Width= 11.83ft

Height= 11.33ft



INCINERATION SITE 3- GOVERNMENT TEACHING HOSPITAL SHAHDARA, LAHORE

Length= 18ft

Width= 12ft

Height= 10ft



INCINERATION SITE 4- RAWALPINDI INSTITUTE OF CARDIOLOGY, RAWALPINDI

Length= 14ft

Width= 10ft

Height= 10ft



INCINERATION SITE 5- HOLY FAMILY HOSPITAL, RAWALPINDI

Length= 19.67ft

Width= 10.7ft
11.8ft

Height=



INCINERATION SITE 6- DHQ TEACHING HOSPITAL, DG KHAN

Length= 10ft

Width= 12ft

Height= 10ft



INCINERATION SITE 7- NISHTAR HOSPITAL, MULTAN

Length= 14ft

Width= 10ft

Height= 11ft



**INCINERATION SITE 8- GOVT. GENERAL HOSPITAL GHULAM
MUHAMMAD ABAD, FAISALABAD**

Length= 15ft

Width= 14.5ft

Height= 11ft



INCINERATION SITE 9- SHEIKH ZAYED HOSPITAL, RAHIM YAR KHAN

Length= 12ft

Width= 12ft

Height= 10ft



INCINERATION SITE 10- BAHAWAL VICTORIA HOSPITAL, BAHAWALPUR

Length= 12ft

Width= 10ft

Height= 15ft



INCINERATION SITE 11- CH. PERVEZ ELAHI INSTITUTE OF CARDIOLOGY, WAZIRABAD

Length= 9'2"

Width= 9'2"

Height=9'2"



STATUS OF SHELVES, AC AND CHILLERS AT INCINERATOR SITE YELLOW ROOMS

STATUS OF SHELVES, AC AND CHILLERS IN SHC&MED INCINERATOR SITE YELLOW ROOM								
Sr #	City	Incinerator Sites	Shelves	AC		Chillers		
				Yes/No	Operational /Non-Operational	Yes/No	Operational /Non-Operational	
1	Lahore	Children's Hospital & The University of Child Health Sciences, Lahore	Yes	Yes	Non-Operational	No		
2	Lahore	Government Teaching Hospital Shahdara, Lahore	No	Yes	Operational	Yes	Operational	
3	Lahore	Jinnah Hospital, Lahore	Yes	Yes	Non-Operational	No		
4	Rawalpindi	Rawalpindi Institute of Cardiology	Yes	Yes	Operational	No		
5	Rawalpindi	Holy Family Hospital, Rawalpindi	No	Yes	Operational	No		
6	Faisalabad	Govt. General Hospital Ghulam Muhammad Abad, Faisalabad	No	Yes	Operational	No		
7	Multan	Nishtar Hospital, Multan	Yes	Yes	Operational	No		
8	Rahim Yar Khan	Sheikh Zayed Hospital, Rahim Yar Khan	No	Yes	Operational	Yes	Operational	
9	Wazirabad	Ch. Pervez Elahi Institute of Cardiology, Wazirabad	No	Yes	Operational	No		
10	DG Khan	DHQ Teaching Hospital, DG Khan	No	Yes	Non-Operational	No		
11	Bahawalpur	Bahawal Victoria Hospital, Bahawalpur	No	Yes	Non-Operational	No		
12&13	TBD	TBD	No	No		No		

- i. The service provider will deliver the complete fabrication within 90 days from the date of signing of this contract/issuance of advance acceptance of tender
- j. Standard warranty for refrigeration unit and fabrication shall be two years. Compressor warranty shall be as per manufacturer recommendation.

Section-IV: Bid Data Sheet

The following specific data for the Services/ goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section II. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	<p>Name of Procuring Agency: Specialized Healthcare & Medical Education (SHC&ME) Department</p> <p>Subject of procurement is: PROCUREMENT FOR FABRICATION OF HOSPITAL INFECTIOUS WASTE STORAGE ROOMS TENDER REF. NO SO (P-II)/H/1-19/2023(C)</p> <p>Period for service delivery: Contract shall be valid for two years</p> <p>Completion date: 60 days from the date of signing of the contract/advance acceptance of tender</p>
3.	2.1.3 (iv)	JV not allowed
4	2.3, 2.4, 2.5 & 2.6	<p>Procedure for Selection of Contractors Single Stage Two Envelopes Bidding Procedure defined under Rule 38(2) (a) of Punjab Procurement Rules 2014 (Amended)</p>
B. Bidding Documents		
5.	2.2.2	<p>The address for clarification of Bidding Documents is Section Officer (P-II) Specialized Healthcare & Medical Education Department 11-A, Lawrence Road, Lahore. 042-99206223</p>
6.	2.2.2	<p>PRE-BID MEETING Pre-bid will be on <u>16.04.2024 at 11:00 AM</u> in the Committee Room of SHC&MED</p>
8.	2.3.9	One (01) complete bid (including separate technical & financial bid) is required to be submitted in original
C. Bid Price, Currency, Language and Country of Origin		
9	2.3.1	Bid Language is English

		The required documents and other enclosed documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.
10	2.3.4	The price quoted shall be in Pakistani Rupee
11.	2.3.4 2.3.3	The quoted prices shall be inclusive of all applicable taxes, duties. Firm shall separately mention the prices per hospital. However, lowest shall be determined on package price.
D. Preparation and Submission of Bids		
13.	2.1.3	Evaluation criteria described in Section F below " Bid Evaluation Criteria " of the Bid Data Sheet.
14.	2.3.6	Spare parts of the refrigeration unit should be available in the local market
15.	2.2.2	Bid shall be submitted to: Section Officer (Purchase-II) Specialized Healthcare & Medical Education Department 11-A, Lawrence Road, Lahore Ph No. 042-99206223
16.	2.4.2	BID SUBMISSION The deadline for Bid submission is 29th April 2023 till 11:00 AM.
17.	2.5.1	BID OPENING 29th April 2023 till 11:30 AM
18.	2.6.2	Amount of Performance Guarantee : 2% of the contracted amount
19.	2.3.8	There is No Bid Security for this procurement.
20.	2.3.9	Bid validity period after opening of the Bid is: 90 Days
21.	2.3.9	No copies of the Bid is to be provided.
E. Opening and Evaluation of Bids		
22.	2.5.1	The Bid opening shall take place at: Venue : Committee Room of Specialized Healthcare & Medical Education Department
23.	2.3.5	The currency that shall be used for Bid evaluation is: Pakistan Rupee
24	2.5.8	F. Bid Evaluation Criteria
<ul style="list-style-type: none"> i. Valid NTN, GST/PST ii. Firm should have relevant experience of two years iii. Firm shall submit tax returns submitted to FBR during last three years iv. Compliance of requirement. 		

v. Acceptance of terms and conditions / tender bidding documents.

SECTION-V: GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring Agency and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- (e) Defect” means an error or flaw in the process affecting performance and potentially causing harm, a shortcoming that may lead to damage or critically altering the construction of goods, materials and rendering of services leading to their obliteration.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract.
- (h) “The Procuring Agency” means the organization purchasing the Goods & Services, as named in SCC.
- (i) “The Procuring Agency’s country” is the country named in SCC.
- (j) “The Service Provider” means the Bidder or firm supplying the Goods and Services under this Contract.
- (k) “The Project Site,” where applicable, means the place or places named in SCC.
- (l) “Day” means calendar day.
- (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge “means the entity specified in the Special Conditions to act on their behalf in

exercising all the Service Provider" rights and obligations towards the Procuring Agency under this Contract;

- (n) "Party" means the Procuring Agency or the Service Provider, as the case may be, and "Parties" means both of them;
- (o) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) "Service Provider" is a person or corporate body whose Proposal to provide the Services has been accepted by the Procuring Agency;
- (q) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Scope of services, Proposal document and attached Annexure "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions.

2. Application

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

3.1. All goods and related services to be provided under the contract shall have their origin in the countries and territories eligible under the rules further elaborated in SCC/ Specifications.

3.2. The origin of Goods and Services is distinct from the nationality of the Service Provider In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4. Standards / Reporting

4.1. The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications/work plan/deputation plan.

4.2 In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.

4.3 The Service Provider shall submit to the Procuring Agency the reports and documents specified in Scope in the form, in the numbers, and within the periods set forth in the said scope.

4.4 All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 4.4 shall become and remain the property of the Procuring Agency, and the Service Provider shall, not later than upon termination or expiration of this Contract,

deliver all such documents and software to the Procuring Agency, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.**

5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.

5.1. The Service provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The Service provider shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.

5.4. The Service provider shall permit the Procuring Agency to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the donors, if so required by the donors.

6. Patent Rights

6.1. The Service provider shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Agency's country.

7. Performance Guarantee

7.1. **Within seven (07) days** of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Service provider's failure to complete its obligations under the Contract.

7.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or
- (b) a Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque cashier's or certified cheque or CDR.

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections

8.1. The Procuring Agency or its representative shall have the right to inspect the premises of the service provider to confirm their conformity to the Contract specifications. SCC and the Technical Specifications shall specify what inspections the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Service provider in writing, in a timely manner, of the identity of any representatives nominated for these purposes.

8.2. The inspections may be conducted at the premises of the Service Provider or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Service provider or its subcontractor(s) (if so allowed by the Procuring Agency), all reasonable facilities and assistance, including access to all the areas, shall be furnished to the inspectors at no charge to the Procuring Agency.

8.3. Should any inspected area fail to conform to the Specifications, the Procuring Agency may reject it, and the Service Provider shall replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.

8.4. The Procuring Agency's right to inspect at any time during the contract period and, where necessary, reject the services being offered by the Service Provider at his premises.

8.5. Nothing in GCC Clause 8 shall in any way release the Service Provider from any warranty or other obligations under this Contract.

9. Packing

9.1. The Service provider (if required) shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

10. Delivery and Documents

10.1. Delivery of the Goods shall be made by the Service Provider in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Service Provider are specified in SCC.

10.2. Upon delivery, the Procuring Agency shall give receiving certificate to the Service Provider with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the Service Provider to put up the bill".

10.3. For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms*

10.4. Documents to be submitted by the Service Provider are specified in SCC.

10.5 For Delivery of the goods the Service Provider shall follow SCC.

10.6 The procuring agency shall obtain receiving of authorized person of the delivered goods and document properly.

Financial calculations are required by the Service Provider, elaborating the fixed and variable costs for the delivery locations

11. Insurance

11.1. The Service Provider shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors", as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; 11.2 The Service Provider at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such

insurance has been taken out and maintained and that the current premiums have been paid.

12. Transportation

12.1.The Service Provider is required under the Contract to transport the Goods as is required to prevent their damage or deterioration during their transit to a specified place of destination and in accordance with the terms and manner specified in Schedule of Requirement.

12.2 All costs associated with the transportation of the goods subject to this contract shall be borne by the Service Provider.

13. Incidental Services

13.1.The Service Provider may be required to provide incidental services as specified in the SCC and the cost of which shall be included in total bid price.

13.2 The Procuring Agency will not pay any extra amount against any expenditure incurred on it, as the Contract shall be construed as fixed amount Contract and includes all costs.

13.3 The Procuring Agency will provide all the necessary documentations for facilitation but no amount to be given in any case except the Contracted amount.

13.4All the duties, taxes, road taxes etc. will be borne by the Contracting firm. However, Procuring Agency will provide all necessary documents for facilitation but no amount to be given in any case except the Contracted amount.

13.5.Prices charged by the Service Provider for incidental services shall be included in the Contract Price for the Goods and shall not exceed:

- (i) the prevailing rates charged for other parties by the service providers for similar services; and
- (ii) original price of goods.

14. Service Provider's Actions Requiring Procuring Agency's Prior Approval

The Service Provider shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Scope ("Key Personnel"),
- (c) changing the Program of activities; and any other action that may be specified in the SCC.

15. Warranty

15.1. Service Provider shall be responsible for rendering absolute warranties of all the items to the Procuring Agency as required under relevant Laws of Pakistan. The Service Provider shall perform following tasks at the minimum:

- a. Part identification and defect analysis
- a) Reporting of claim to vendor

- b) Notification of incident that caused damage to the manufacturer and Procuring agency
- c) Adopting and communicating measures for incident remediation.

15.2 All goods subject to this contract shall be accompanied by the necessary warranty specified in the SCC

15.3.The Procuring Agency shall promptly notify the Service Provider in writing of any claims arising under this warranty.

15.4.Upon receipt of such notice, the Service Provider shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.

15.5.If the Service Provider, having been notified, fails to rectify the warranty defect(s) within the period specified in SCC, within a specified period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Service Provider's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Service Provider under the Contract/relevant provision of PPR-14 including Blacklisting.

16. Payment

16.1.The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.

16.2.The Service Provider's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3.As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider, provided the supplies / Services are as per specified terms and conditions.

16.4.The currency of payment is **Pakistan Rupees (PKR)**.

17. Prices

17.1.Prices charged by the Service Provider for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its Bid, with the exception of any price adjustments authorized in SCC.

18. Change Orders

18.1.The Procuring Agency may at any time, by a written order given to the Service Provider pursuant to GCC Clause 31, make

changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be stored under the Contract are to be specifically as per requirement of the Procuring Agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Service Provider.

18.2.If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

19. Contract Amendments

19.1.Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties.

20. Assignment

20.1. The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

21. Sub-contracts

21.1. The Service Provider shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.
21.2.Subcontracts must comply with the provisions of GCC Clause 20.

22. Delays in the Service Provider's Performance

22.1.Performance of Services shall be made by the Service Provider in accordance with the Schedule of Requirements/Work Plan/ Deputation Plan as prescribed by the Procuring Agency.

22.2.If at any time during performance of the Contract, the Service Provider encounters conditions impeding timely performance of its services and performance of Services, the Service Provider shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable

after receipt of the Service Provider's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3. Except as provided under GCC Clause 25, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.

23. Liquidated Damages

23.1. Subject to GCC Clause 25, if the Service Provider fails to provide services or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

24. Termination for Default

24.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

- (a) if the Service Provider fails to provide any or all services within the period(s) specified in the Contract, and subsequent purchase order or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract; or
- (c) if the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in

Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- vi. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;***
- vii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;***
- viii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;***
- ix. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;***
- x. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process***

24.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Service Provider, may agree to exclude certain widespread conditions e.g. epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Service Provider shall continue to perform its obligations 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. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

26. Termination for Insolvency

26.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

28. Resolution of Disputes (Arbitration)

28.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

29. Governing Language	29.1.The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
30. Applicable Law	30.1.The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) and the courts of Pakistan shall have exclusive jurisdiction, unless otherwise specified in SCC.
31. Notices	<p>31.1.Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.</p> <p>31.2.A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
32. Taxes and Duties	32.1. Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency. In case of imposition of new taxes/duties/minimum wages etc. or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be.
33. Change in minimum wage rate	33.1. If during the continuation of the service contract, minimum wage rate is revised by the competent authorized forum, then the ongoing contract shall be revised as per percentage increased in minimum wages declared for such category.
33. Price Reasonability	The Service Provider shall Certifies on judicial stamp paper that the prices quoted to the SHC&ME Department, Government of the Punjab reasonable and not exorbitant / higher than current market prices officer by the service providers.
34. Extension in Contract period	The time period of Contract shall be for five years which shall be further extendable for not more than 05 Years, as agreed upon by the mutual understanding and satisfactory performance of the service provider with annual increment as described in Section III: Scope of Services, clause No. 3.1 (m)

**35. Advance
Mobilization**

In case of change in minimum wage rate through official notification; the contract price based on minimum wage rates shall be adjusted on prorated basis, as decided by the Procuring Agency.
N.A

**36. Supply Chain /
Delivery**

36.1 The goods as per BOQ/price schedule will be delivered at the Specialized Healthcare & Medical Education Department's store or at the hired or government declared store for this consignment / project by the service provider.

36.2. After the successful inspection of goods, the Procuring Agency will take the goods on its indent being the government property. The contractor shall be responsible for its safe transportation and deployment till final delivery. In case of any damage during this process, procuring agency shall not be responsible for such loss.

Section-VI. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency (SHC & ME department):

GCC 1.1 (h)—The Procuring Agency's country is: Pakistan

GCC 1.1 (i)—The Service Provider is: M/s _____

GCC 1.1 (j)—The Project Site is: Tertiary Care Hospitals.

2. Country of Origin (GCC Clause 3)

All services under the contract are required to be in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of Government of Pakistan.

3. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee is 2% of contracted amount

GCC 7.4—the Performance Guarantee shall be retained to cover the Service Provider's warranty obligations or defect liability period in accordance with Clause GCC 15.2

4. Inspections (GCC Clause 8)

In addition to GCC 8 the Service Provider shall permit the Procuring Agency to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Procuring Agency, if so required.

5. Packing (GCC Clause 9)

The Service Provider if required shall comply with packing instructions in addition to GCC clause 9.

7. Insurance : At the part of service provider (if required by the service provider)

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services: Not Applicable

9. Spare Parts

Spare parts of refrigerant system should be available in local market.

10. Warranty

The warranty period of the supplied goods shall be 02-years.

11. Warranty provision

N.A

12. Payment (GCC Clause 16)

GCC 16.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:

- i. Payment shall be made after successful completion /inspection as per contracted specifications.

13. Prices (GCC Clause 17)

GCC 17.1—Prices shall be fixed during currency of the contract and shall not be adjusted.

14. Mobilization Advance (GCC Clause 35)

N.A

15. Resolution of Disputes (GCC Clause 28)

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

- i. As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Service Provider, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.
- ii. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The arbitrator will be appointed with mutual consent of both the parties. The decisions of the Arbitrator shall be final and binding on the Parties.

16. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be **English**. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

17. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan) shall have exclusive jurisdiction, unless otherwise specified in SCC.

18. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency's address for notice purposes:

Section Officer (Purchase-II)
Specialized Healthcare & Medical Education Department
11-A, Lawrence Road, Lahore.
Ph No. 042-99206223

— Service Provider's address for notice purposes:

SECTION-VII. SCHEDULE OF REQUIREMENTS

7.1 SCHEDULE OF REQUIREMENTS

Complete delivery shall be made within 60 days from signing of contract/ advance acceptance of tender/advance payment of vehicle

In case of late deliver penalty @0.067 percent per day upto 10% shall be made.

Section-VIII: Forms

8.1 Bid Form

[To be signed & stamped by the Service Provider and reproduced on the letter head. To be attached with the Bid, in case of Single Stage One Envelope Procedure and with the Financial Bid, in case of Single Stage Two Envelope Procedure]

Date: _____

To: *[name and address of Procuring Agency]*

Dear Sir / Madam:

Having examined the Bidding documents including Addenda Nos. *[Insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, the services will be provided in accordance with the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance guarantee security in the form, amount and time specified in the bidding documents to the Procuring Agency.

We agree to abide by this Bid for a period of *[number]* days (specified in BDS) from the date fixed to Bid opening under Clause 2.3.9 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed (*if required*), this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clauses of the bidding documents.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____

(if none, state “none”)

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.4. BIDDER PROFILE FORM

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr.#	Particulars
1.	Name of the company:
2.	Registered Office:
Address:	
Office Telephone Number:	
Fax Number:	
3.	Contact Person:
Name:	
Personal Telephone Number:	
Email Address:	
4.	Local office if any:
Address:	
Office Telephone Number:	
Fax Number:	
5.	Registration Details:

The bidder may be required to make a presentation to the procuring agency, if required by the Department.

8.5. General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

	Particulars		
Company Name			
Abbreviated Name			
National Tax No.		Sales Tax Registration No	
PRA Tax No.			
No. of Employees		Company's Date of Formation	

***Please attach copies of NTN, GST Registration & Professional Tax Certificate**

Registered Office Address City/Town		State/Province	
Phone			
Email Address		Website Address	

8.6. Affidavit

[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner.

To be attached with Technical Bid]

Name: _____ (Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary. In case of any false / fabricated information the procuring agency reserves the right to blacklist undersigned. The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents and is not a conditional bid.

The undersigned have read and agreed to all the terms and conditions of the bidding documents. The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.

That the prices offered are not more than market price for the subject services.

I/We, further undertake that the prices given are reasonable and not given more than in any Government/Autonomous/District Government institutions during the current financial year. If any difference detected, the firm is bound to refund the difference in price.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*.

The undersigned further affirms on behalf of the firm that:

- (i) The firm is neither currently blacklisted by any Department nor any litigation is pending before PPRA or any other court of law competence in this regard against any such blacklisting order.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department

[Name of the Contractor/ Bidder/ Service Provider] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.7. Performance Guarantee Form

*[To be signed & stamped by the Bidder and reproduced on the letter head.
To be attached with Technical Bid]*

To,

[name and address of the Procuring Agency]

WHEREAS (Name of the Contractor/ Service Provider) hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE "_____ " procurement of the following:

1. **[Please insert details].**

(Here in after called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____(Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 20____, or _____ [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature _____
Name _____
Title _____
Address _____
Seal _____
Date _____

8.8. TECHNICAL BID FORM

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

To:

Name Of The Procuring Agency

Subject: Bid Reference No. _____ "for the procurement of _____"

Dear Sir

We, the undersigned, offer to provide the "in accordance with your bidding document dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations for contract finalization are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract finalization.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date given by the Procuring Agency.

We undertake that the proposal is quoted separately and clearly in technical and financial proposal

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

Name _____

Title _____

Address _____

Date _____

Stamp & Signature of Bidder _____

8.9. Contract Form

*[To be signed & stamped by the Bidder and reproduced on the letter head.
To be attached with Technical Bid]*

CONTRACT FORM

AGREEMENT

THIS CONTRACT is made at _____ on _____ day of _____ 202__, between the {Insert name of Procuring agency with address}, (hereinafter referred to as the “Purchaser”) of the First Part; and M/s (name of Service Provider) a firm registered under the laws of Pakistan and having its registered office at (address of the Service Provider) (hereinafter called the “Service Provider”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Purchaser invited bids for procurement of services for “_____”, has accepted the bid of M/s (Service Provider) being the Service Provider in Pakistan and for those services the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

1. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract , viz:-
 - a. This Contract Form
 - b. The Schedule of Requirements / Scope of work **Annex- A**
 - c. Special Conditions of Contract & the Technical Specifications **Annex- B**
 - d. Original Price Schedule along with unsolicited discount offered by the firm (if any) submitted by the Bidder. **Annex- C**
 - e. The Purchaser’s Notification of Award (AAT) **Annex- D**
 - f. Purchase Order **Annex-E**
 - g. Payment Schedule **Annex-F**
 - h. The Preamble to Conditions of Contract **Annex-G**
 - i. The General Conditions of Contract **Annex-H**
 - j. Special Conditions of Contract **Annex-I**
 - k. Performance Guarantee/Security **Annex-J**
 - l. The bidding document of Procuring Agency **Annex-K**
 - m. List of Vehicles **Annex-L**
 - n. Standard Operating Procedures **Annex-M**
2. **Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:
3. **The Term of the Contract:** The time period of Contract shall be for five years which shall be further extendable for not more than 05 Years, as agreed upon by the mutual

understanding and satisfactory performance of the service provider with annual increment as described in Section III: Scope of Services, clause No. 3.1 (m)

4. The Service Provider declares as under:

- i. *[Name of the Service Provider]* hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
- ii. Without limiting the generality of the foregoing, *[the Service Provider]* represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.
- iii. *[The Service Provider]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
- iv. *[The Service Provider]* 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. 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 Procuring Agency under any law, Contract or other instrument, be voidable at the option of Procuring Agency.
- v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Service Provider]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Service Provider]* 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 Procuring Agency.
- vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through negotiation / mediation. If, after thirty (30) days from the commencement of such informal negotiations / mediation, the Procuring Agency and the Service Provider have been unable to resolve amicably

a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

5. Services to be provided & Agreed Unit Cost:

- (i) The Service Provider shall provide Services as per Section III: Scope of Services and agreed cost more specifically described in the Price Schedule Submitted by the Bidder.
- (ii) The Services shall strictly conform to the Schedule of Requirements and to the Technical Specification prescribed by the Purchaser against each item
- (iii) The Cost agreed in the Price Schedule, is inclusive of all taxation.

6. Payments: The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Service Provider, the amount against the services provided or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

7. Mobilization Advance: The advance for the rendering of services shall be paid by the Procuring Agency to the Service Provider equal to the amount of three months (for the purpose of this clause, calculate on the basis of per month FINS/Price Schedule, Human Resource, POLs, other Services cost, Goods and Consumables cost and LPG against the bank Guarantee of equal amount).

8. Mode of Payment: All payments to the Service Provider shall be made through Crossed Cheques issued in the name of [Service Provider]

9. Payment Schedule: All payments to the Service Provider shall be made in accordance with the agreed Payment Schedule / Financial Bid Form, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule / Financial Bid Form for the goods on DDP basis. The services cost shall be payable on monthly basis.

10. Additional Services:

The FIRST PARTY may ask the SECOND PARTY to perform additional services during the currency of the Contract or as an extension to the Contract. Such additional services shall be performed with the prior concurrence of the Parties. The SECOND PARTY shall submit an estimate of the additional inputs and the additional

remuneration for such additional services, which shall be mutually rationalized and approved in writing by the Parties before the commencement of the additional services as and when required.

11. Performance Guarantee/Security:

(i) The Service Provider, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Security in the form of an Irrevocable Bank Guarantee equivalent to Rs.5,000,000 having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Service Provider upon successful completion of the Contract.

(ii) Service Provider's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee/Security in accordance with sub-clause (i) above.

(iii) Failure to submit a Performance Guarantee/Security shall result into forfeiture of Bid Security and Cancellation of Contract.

12. Intellectual Property Rights: The SECOND PARTY may use data, software, designs, tools, models, systems and other methodologies and know-how (hereinafter referred to as the "Materials") in performing the Services. Notwithstanding the delivery of any Report, the SECOND PARTY shall retain all intellectual property rights in the Materials, but not FIRST PARTY's Information reflected in them. Equipment, vehicles and materials made available to the Contractor by the Procuring Agency, or purchased by the SECOND PARTY wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly.

13. Confidentiality: Except as otherwise permitted in the Contract, neither the SECOND PARTY nor the FIRST PARTY may disclose the contents of the Contract or any information provided by or on behalf of the other Party that ought reasonably to be treated as confidential and or proprietary to any third party. Either Party may however, disclose such information to the extent that it (a) is public information; (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information; (c) was known to the recipient at the time of disclosure or is thereafter created independently; (d) is disclosed as necessary to enforce the recipient's rights under the Contract; and (e) is required to be disclosed under applicable law of the land.

14. Notices: All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

For the Purchaser:

{Name of Procuring agency}

For the Service Provider:

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

Signed/ Sealed: For Service Provider. Name Of Service Provider / Contractor Designation in the Firm	Sealed & Signed on behalf of Procuring Agency (Procuring Agency)
<u>Witnesses-1 on behalf of the Contractor</u> Name of Witness Designation in the Firm	<u>Witnesses-1 on behalf of the Procuring Agency</u>
<u>Witnesses-2 on behalf of the Contractor</u> Name of Witness Designation in the Firm	<u>Witnesses-2 on behalf of the Procuring Agency</u>

C.C.

1. _____
2. _____
3. _____

8.10. FINANCIAL BID FORM/PRICE SCHEDULE

*[To be signed & stamped by the Bidder and reproduced on the letterhead.
To be attached with Financial Bid]*

Name of the Service Provider

Bid Reference No:

Tender Enquiry No:

Date of opening of Bid:

Site	Name of Site	Unit Price (PKR) inclusive of all applicable taxes
01	Children hospital, lahore	e.g 1000
02		
03		
04		
05		
06		
07		
08		
09		
10		
11		
12		
13		
Total Package Price (PKR)		

Note:

- In case of discrepancy between unit price and total, the unit price shall prevail.
Furthermore, the bidders will quote rate on all the parameters.

Sign and Stamp of Bidder _____

8.10(a) FINANCIAL BID FORM/PRICE SCHEDULE

(LETTER OF OFFER)

{Ref Number} {Date}

To:

[Name & Address of the procuring agency]

Subject: Bid Reference No. _____

Dear Sir

We, the undersigned, offer to provide the services for _____" in accordance with your bidding document dated (insert date) and our Technical Proposal. Our attached Financial Proposal is inclusive of all taxes as per FORM 8.10 Financial Bid Form / Price Schedule attached below.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, 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-Service Providers 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.

Name

Designation

Sign and Stamp of Bidder

8.11. BID SECURITY FORM

NOT APPLICABLE SINCE NO BID SECURITY

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Procuring Agency]* (hereinafter called “the Procuring Agency”) in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]