



**SPECIALIZED HEALTHCARE &
MEDICAL EDUCATION DEPARTMENT
GOVERNMENT OF THE PUNJAB**

FINANCIAL YEAR - 23-24

BIDDING DOCUMENTS OUTSOURCING OF ELECTRICAL & SOLAR OPERATION & MAINTENANCE SERVICES



**PUNJAB INSTITUTE
OF MENTAL
HEALTH, LAHORE.**

BID REFERENCE NO.

SECTION-I: INVITATION TO BIDS

OUTSOURCING OF ELECTRICAL & SOLAR OPERATIONS & MAINTENANCE SERVICES IN PUNJAB INSTITUTE OF MENTAL HEALTH, LAHORE

Sr.#	Description	date & time for purchase of documents	Last Date & time for submission of tender	Last Date & time for opening of tender
01.	Procurement of electrification & solar operations & maintenance services for the year 2023-24.	10:00 AM 16-02-2024 to 01-03-2024	10:30 AM 01-03-2024	11:00 AM 01-03-2024

1. The Punjab Institute of Mental Health, Lahore invites sealed bids from the bidders for provision of Services for Punjab Institute of Mental Health, Lahore for round the clock (365 days /24 Hours a Day including Sundays & Holidays), as per details mentioned in the *Schedule of Requirement* for a period of one year (Extendable).
2. The bidding document can be acquired by contacting the designated officer of Punjab Institute of Mental Health, Lahore or may be downloaded from the website of Procuring Agency. A complete set of Bidding Document containing detailed terms & conditions and scope of services is readily available and can be downloaded from the websites (www.ppra.punjab.gov.pk) & (<https://pimh.punjab.gov.pk>).
3. The bidders are required to submit bid security of 1% of estimated cost in the form of CDR / Demand Draft / Pay Order / Bank Guarantee with 100% encashment warranty, duly confirmed by the concerned Bank within three days of the claim, with minimum validity period of 180 days, issued by any scheduled Bank of Pakistan, in the name of [Punjab Institute of Mental Health, Lahore]. No conditional bank guarantee shall be accepted. A copy of the bid security shall be attached with the Technical Bid and the original bid security shall be attached with Financial Bid along with the confirmatory correspondence with the concerned bank.
4. The bidding process is being conducted under Single Stage – Two Envelopes bidding procedure as envisaged under Rule 38(2)(a) of Punjab Procurement, Rules, 2014 (as amended). All the prospective bidders shall be evaluated technically as per the Knockdown criteria given in this bidding document and only the bidders who comply this knockdown criteria will be declared as technically responsive bidders.
5. Sealed Bids are required to be submitted by [As mentioned above] in the office of [Punjab Institute of Mental Health, Lahore & venue]. The bids received till the stipulated date and time shall be opened on the same day after 30 minutes of the bid submission time, in presence of the bidder(s) or their representatives who choose to be present. The bids received after the closing time and date shall not be entertained.
6. In case of any official or local holiday, falling on the last date for submission of the bids, the next working day will automatically be the last date for submission and opening of the bids.
7. ~~The prospective bidders requiring any further information or clarification regarding the~~

bidding documents may contact the Procuring Agency's designated officer in writing or by visiting the office of [**Punjab Institute of Mental Health, Lahore, Shadman-II, Jail Road, Lahore**].

Executive Director

**Punjab Institute of Mental Health, Lahore,
Shadman-II, Jail Road, Lahore Phone
No.042-99203776-7**

Section-II: Instructions to Bidders (ITB)

2.1. Introduction

2.1.1 Scope of Bid The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids from Bidders for *Provision of Services in [Punjab Institute of Mental Health, Lahore]* as specified in Section-IV, Bid Data Sheet (BDS) and Section VII- Schedule of Requirements. The successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS.

2.1.2 Source of Funds Government of the Punjab.

- 2.1.3 Eligible Bidders
- i) The Invitation to Bids is open to all Service Providers i.e. association of persons/companies/sole proprietor, registered with relevant Registration Authorities and Tax Departments/Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.), except as provided hereinafter.
 - 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.
 - iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
 - iv) Bidders shall not be under a declaration of blacklisting by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA).
 - v) The invitation for Bids is open to all prospective 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.
 - vi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. 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 in the past, 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 for the procurement of the services to be purchased under this Invitation for Bids.
 - 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
 - f) submit more than one Bid in this Bidding process.
- vii) 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 instituted 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.

viii. 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.

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

x) Bidders 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. Cost of Bidding

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.

2.1.5. One person one bid

As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process

2.1.6. Work Plan/ Deployment Plan

The Bidder shall be responsible for the provision of bids as per work plan/ deployment plan formulated by the procuring agency and procuring agency may also, from time to time amend the same as per its requirement.

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) General Information Form
 - (j) Affidavit
 - (k) Bid Security Form
 - (l) Technical Bid Form
 - (m) Contract Form
 - (n) Financial Bid Form / Price Schedule
 - (o) Performance Guarantee Form
 - (p) Check List
- ii) The Bidder is required to examine all instructions, forms, terms and conditions, and scope of services in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not substantially 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 Bid 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. 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 the source) 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.
- iv) Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source
- 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.

**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 time 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) of PPR-14.

- ii) All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing or by email, and will be binding on them.
- iii) 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.
- iv) 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.
- v) 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 similar manner , 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 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 The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents.

2.3.3. Bid Prices

- (i) The Bidder shall indicate on form 8.7 the unit prices (where applicable) and total Bid price of staff, the services of which it proposes to provide under the contract.**
- (ii) Prices indicated on the Price Schedule shall be as per format**
- (iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.4(i) below 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 PKR 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.**
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.**
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:**

- (a) that the Bidder has the financial, technical capability necessary to perform the contract;**

2.3.6. Bid Security

(b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

- 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 2.3.6. (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) valid for 180 Days.
- iv) Any Bid not secured in accordance with ITB Clauses 2.3.7 (i) and (iii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.7 (iii) (a) 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. is blacklisted under relevant provisions of PPRA Act, 2009 and PPR-14.

2.3.7. 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 2.3.7 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.

2.3.8. Format and Signing of Bid

- i) The Bidder shall submit typed Bid in original and shall be signed by the Bidder to bind the Bidder to the contract. All pages of the Bid, shall be initialed and stamped by the person signing the Bid.
- ii) Any interlineation, erasures, or overwriting shall not be valid and such Bid shall be rejected.

2.3.9. Minimum Wage rates/all applicable taxes

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

2.4. SUBMISSION OF BIDS

2.4.1 Sealing and Marking of Bids

- i) The mode of procurement is Single Stage—Two Envelopes. The Bid shall be submitted in sealed envelope, comprising 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.

- ii) **Bids 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 [As mentioned above]”
- 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 all the envelopes are not sealed and marked as required by ITB Clause 2.4.1, the Procuring Agency will assume no responsibility for the Bid’s misplacement or premature opening.

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.

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.
- 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.
- 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.

2.4.3. Late Bids

- 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) Not allowed after deadline prescribed for submission of Bids
- ii) 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)

2.5. OPENING AND EVALUATION OF BIDS

2.5.1. Opening of Bids by the Procuring Agency

- i) 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 time of their opening, as specified in BDS. The Bidders' representatives present shall sign a register/Attendance sheet as proof of their attendance.
- ii) 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) Any other details as the Procuring Agency may consider appropriate.
- iii) Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
- iv) Bidders are advised to send in 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.

- v) 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).
- vi) 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 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. A copy of the record shall be distributed to all the Bidders upon request.
- vii) A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

**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. 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. No change in the prices or substance of the Bid shall be sought, offered, or permitted.**
- 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 Services and related materials.**
 - 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) 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.****
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each Bid to**

the Bidding documents. For purposes of these Clauses, a substantially 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 2.3.7), Applicable Law (GCC Clause 30) Taxes and Duties (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation.

- iv) If a Bid is not substantially 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.
- v) 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;
 - 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 substantially 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 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 2.3.7.

2.5.7. Conversion to Single Currency

Not applicable

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, and production/ supplying capabilities. It will be based upon an examination of the

documentary evidence of the Bidder's qualifications submitted by the Bidder, 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 substantially responsive Bids, as per the Evaluation Criteria in the BDS.
- iv) The financial evaluation of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form to be decided by the Procuring Agency, inclusive of all prevailing taxes, duties, fees along with observance of minimum wages, contributions of PESSI, EOBI, 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 any grievance, they will 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 GRC 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 GRC 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 any bidder feeling aggrieved from technical evaluation may file a grievance within 05 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint 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 or by email to be confirmed in writing by registered letter, that its Bid has been accepted.
- 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.

2.6.2. Performance Guarantee

- i) Within Ten (10) 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.
- 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 work 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.
- ii) Under rule-63 of PPR-14, within Three Days (03) 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

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 substantially 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. The Lowest shall be determined on the basis of criteria mentioned in Financial Form.

2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantum of **Services** originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (iv) of PPR-14 (not more than 15%).

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

- 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 requires that Bidders 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.

Section-III. SCOPE OF SERVICES

3. Scope of Services

3.1.1 Background

Punjab Institute of Mental Health Shadman-II Jail Road, Lahore is a 1510 bedded specialized mega institute for treatment of psychiatric patients standing on the face of earth since 1900. This historical Institute is spreading over the area of 52 Acres. On an average the daily OPD attendance of the patients is 600-700. More than 1200 patients are admitted in this Institute. Apart from OPD and Indoor services Emergency Psychiatric services are also available in this Institute round the clock.

3.1.2 Contextual Information

Punjab Institute of Mental Health, Shadman-II, Jail Road, Lahore requires firms to provide repair & maintenance services for 24 hours a day and 365 days a year. The firm will be required to provide services / supplies and equipment as required. The bids will be made on lump sum basis factoring in all the required inputs and management costs.

3.1.3 Scope of Services

[Punjab Institute of Mental Health, Lahore] requires firms to provide Services round the clock (365 days a year, 24 hours a day including Sundays & Holidays) in the [Punjab Institute of Mental Health, Lahore]. The firm will be required to provide supplies as mentioned in the Schedule of Requirement.

3.1.4 Operational Responsibilities (HUMAN RESOURCE)

- 3.1.4.1 The service provider shall provide Services in 03 shifts (8 hours pershift i.e. Morning, Evening and Night) round the clock (365 days a year / 24 hours a day including Sundays & Holidays), for the contract period as per the requirements set out in the service specifications, detailed later in this section. It is to be noted that Services should not be compromised / interrupted under any case / circumstances.
- 3.1.4.2 The service provider must abide by prevailing labour laws including but not limited to payment of Minimum wages, Social Security and EOBI to its employees concerning Services. The Procuring Agency reserves the right to seek proof if the same is being paid to the personnel, the failure of which can lead to the Termination of the Contract and/or forfeiture of Performance Guarantee as per PPRA Rules.
- 3.1.4.3 The service provider shall provide and enroll Human Resource as mentioned in the Schedule of Requirements.
- 3.1.4.4 Service Provider will be responsible to provide quality human resource with demonstrable experience in each hospital as per Qualification & Experience of human resource with the commencement of services.

3.1.4.5 All staff will be enrolled on the bio-metric devices installed at the hospital by the department. Service provider shall ensure that its staff uses these devices for attendance marking. Their attendance will be monitored

duly by the hospital administration through the biometric devices. Bio-Metric Attendance Certificate will be part of Monthly Invoice from 2nd Month onwards.

- 3.1.4.6 In case of non-availability / non-functionality of Bio-Metric Machine, for reasons to be recorded in writing by Hospital Administration, requirement of Bio-Metric Attendance for a hospital for a specific month / time period can be dispense with.
- 3.1.4.7 If required by the procuring agency, the Service Provider may be required to install its own Bio-Metric Machine (Operated, Installed & Maintained by Service Provider) under the supervision of Hospital Administration, having the dual Biometric Measurements: Face & Fingerprint. The Hospital Administration on daily basis will verify the record of the same.
- 3.1.4.8 Service provider shall be bound to pay its staff before 10th of each month and salaries shall not be linked to any other payment which contractor is entitled to receive from the Procuring Agency.
- 3.1.4.9 Service Provider shall pay its personnel not less than the minimum wages as notified by Government of the Punjab and any other labor laws of Pakistan including other benefits mandated by the law.
- 3.1.4.10 The EOBI and PESSI contributions shall only be paid after the submission of EOBI & PESSI Deposit Receipt as per actual basis. Procuring Agency reserves the right to withhold amount of EOBI & PESSI contributions until submission of Deposit Receipt.
- 3.1.4.11 Service Provider will disburse salaries through E-Channel i.e. Bank Account / Easy Paisa / Jazz Cash etc. and proof of the same must be readily available with the service provider all the time. The service provider will provide Bank Advice with due verification from concerned bank (having details of employee name, account no. and amount transferred) or electronically generated individual staff transaction details (having details of employee name, account no. and amount transferred) or Bank Statement with verification of bank (having details of employee name, account no. and amount transferred) in order to substantiate its claim and the same must be attached with the respective monthly invoice and attach E-channel Receipt

with the same month invoice. However, E-channel receipt is exempted for first month of the contract.

- 3.1.4.12** The services provider shall provide the names, address, CNIC, age, Medical Certificate of the Personnel deployed to the respective client hospitals. File of Personnel will be maintained by Service Provider and a copy will be shared with the respective client Hospital Management.
- 3.1.4.13** The Procuring Agency reserves the right to direct the service provider for replacement of Personnel and the service provider shall be bound to do the same. Non-compliance may result in punitive action against the Service Provider.
- 3.1.4.14** In the event of any illness / injuries resulting from any accident to their staff, the service provider shall take all responsibility for the same and provide necessary compensation towards medical care and meeting all medical expenses incurred for the same without making Procuring Agency a party to it.
- 3.1.4.15** In case of any disputes among the staff, the service provider shall resolve the same at the earliest to ensure that there is no interruption in the provision of services to the hospital/ institute.
- 3.1.4.16** The staff and their affairs relating to their employment will be the sole responsibility of the service provider and in this regard no extraneous influence will be brought to bear upon the client hospital management or the Procuring Agency.
- 3.1.4.17** The service provider will ensure that all staff deputed at the client hospital is adequately immunized against all types of communicable diseases and preventively monitored through health check-ups.
- 3.1.4.18** The service provider shall provide two uniforms, safety helmet, safety gloves, safety glasses and one pair of safety shoes every six months, identification cards (ID), Personal Protective Equipment (PPE) as per standards etc., to its entire staff deployed at the hospitals free of cost and ensure its proper usage by the staff. Each uniform will comprise of trousers, shirt, pair of socks, pair of shoes, safety helmet, safety goggles (where required) and safety gloves etc. Supervisors shall ensure that all these items and the

uniform are made available to the staff invariably. Dress code of Staff must be as per below mentioned descriptions:

Sr.#	Specification	Description
1.	Type	Suit trouser shirt with Shoes (white Joggers) (as per approved sample)
2.	Colour	Blue or any other color approved by the Procuring Agency
3.	Logo / Tag Line	“ Staff” as Tag Line must be mentioned on the Back of the Shirt
The dress code sample must be approved from the Procuring Agency before commencement of the Services.		

- 3.1.4.19 All the human resource, shall be equipped with tool kit / equipment including personal safety equipment. The Service Provider will provide the required toolkits / equipment mentioned in Schedule of Requirement. The successful Applicant shall have to make all this toolkit / equipment physically available in the office before starting the work and these should always remain in working condition during the period of contract.
- 3.1.4.20 The staff will be allowed leave(s) as per the relevant labor laws.
- 3.1.4.21 The service provider shall be bound to provide trainings, as deemed necessary by the client hospital, to its Staff for providing effective services in the hospital. However, the firm shall deploy all qualified, experienced & trained in their respective fields.
- 3.1.4.22 Daily duty hours of every personnel employed under the contracts shall be 08- hours for morning, evening and night shift respectively.
- 3.1.4.23 Service Provider in the performance of its services shall secure, maintain at its own expense all registrations, licenses or permits required by law, and shall comply with all pertinent rules and regulations of the hospital / government.
- 3.1.4.24 Service Provider shall immediately upon receipt of request replace any staff who may be considered undesirable and incompetent by the procuring agency / hospital administration.

3.1.4.25 Service Provider will be responsible to provide quality human resource as per Qualification & Experience of human resource.

3.1.4.26 The Human Resource (HR) may be increased or decreased by the hospital.

4 Requirements during first month

4.1 The successful bidder shall provide following items to the hospital/ institute.

The Procuring Agency may require samples of the following items for approval;

- Sample of spare inventory as mentioned in the schedule of requirements. The spare inventory must be maintained at all times in each hospital during execution of the contract.**
- Complete Tool kit as mentioned in the schedule of the requirements.**
- Uniform and Safety Equipment / Items as mentioned above.**

4.2 Service provider will be responsible to tag all the equipment placed in the hospital in first month of the contract and submit the list to Hospital Administration which can be changed time to time. The said list will be updated every two months during the execution of the contract. The tags must non-perishable and non-removable and the tags should be linked with Information Management System to be developed by the service provider; if available.

4.3 Service provider will also be responsible for submission of detailed functional inventory of hospital, during the 1st month of commencement of services duly signed and counter signed by the Medical Superintendent and Admin Officer of the concerned hospital.

5 Documents required at the conclusion of the contracts

5.1 The Service Provider will submit a satisfactory performance certificate duly verified from hospital that each equipment placed in each hospital is in working condition/functional.

5.2 Ensure there is no pending liability on account of generator repair and replacement at hospital end.

- 5.3 Service provider shall submit a complete consolidated record of each generator running hours and carried preventive maintenance along with dates. Service provider shall also identify due preventative maintenance required in future.
- 5.4 Compile functional inventory list duly signed by Medical Superintendent and Supervisor.
- 5.5 Provide an undertaking on stamp paper that all salaries and due have been cleared to all employees as per the labor laws and minimum wage rate.
- 5.6 Resolve all complaints till last day of contract operationalization.
- 5.7 Arrange performance certificate from each hospital including no pending liability certificate.
- 5.8 Remove its equipment within 05- working days from hospital.
- 5.9 Performance Guarantee will be released on submission of above mentioned documents.

6 Complaint Resolution Mechanism

- 6.1 A complaint pertaining to any non-functional equipment will be registered through written complaint to be logged by any concerned officer of the hospital on an already developed sheet / prescribed proforma, which may contain but not limited to the name and location of the hospital area, equipment, complaint logging officer and time of complaint.

7 Part Replacement Mechanism

- 7.1 After a registration of complaint, if any part replacement is required. The requisition of the part will be done through a requisition slip by concerned supervisor, which will be counter signed by the authorized staff of the hospital.
- 7.2 At the end of every month, all requisitions made by the hospital will be sent along with the invoices and payment will be made accordingly, where applicable.
- 7.3 Printing the requisition slip or any other supporting document (Required for Invoice processing) shall be the responsibility of the Service Provider. However, following mechanism may be followed for any such repairs, replacement and maintenance;

- a. **Supervisor of the Service Provider along with the Officer designated by the Medical Superintendent will conduct a daily inspection of the hospital pertaining to scope of Services, in order to check the functionality of every equipment along with general scope pertaining to services.**
- b. **A complaint pertaining to any non-functional equipment or any other similar services will be registered through written complaint to be lodged by any concerned officer of the hospital on an already developed sheet, which may contain the name and location of the hospital area, equipment, complaint logging officer and time of complaint. The format of sheet will be approved by the procuring agency.**
- c. **Upon resolution of the complaint, the sheet will be duly signed by the complaint logging officer, admin officer and the supervisor of service provider along with resolution time, warranty time period. Further, if any delay has been occurred beyond the specified resolution time, the delay will also be mentioned. It is further stated that a copy of the complaint sheet will remain with the lodging officer, one will be kept by the admin officer and last copy will be for the record of the Service Provider. Any penalty to be charged against the non-resolution of complaint should be supported by the subject sheet.**
- d. **Designated Officer will prepare a weekly performance report on received/ resolved or pending complaints and Medical Superintendent will sign the report for efficient utilization of resources.**
- e. **In order to ensure quality services, any replacement/repair made by the Service Provider should be of the same quality and ensure compatibility with specifications (if applicable).**
- f. **All parts replaced shall be added in stock register and removed parts shall be added in dead stock register which shall duly verified and send with each invoice.**
- g. **Any items replaced from as per scheduled list of Equipment Replacement shall have a warranty as mentioned in the Financial Form and in case of any problem, the service provider will replace it free of cost.**
- h. **If any Part Replacement is made History Sheet for that Specific Part Shall be attached along with.**

8 TERMS OF REFERENCE FOR REPAIR AND MAINTENANCE OF EQUIPMENT

- 8.1 The Service Provider must submit and maintain a comprehensive plan for maintenance of the appliances and must be responsible for the procurement of all the spare parts holdings and labor required for the maintenance purposes.**
- 8.2 A complete daily general checking of the entire installation shall be carried out by the Service Provider's and they will immediately convey any abnormality in the equipment and allied systems, as well as make immediate arrangements to set right such abnormalities. Moreover, Service Provider shall maintain related records and produce such records on demand by the Hospital.**
- 8.3 Service Provider shall ensure inspection and maintenance activities necessary to maintain/repair all contractually - covered equipment in trouble-free and smooth operating condition.**
- 8.4 Routine maintenance will not be limited to the working schedule. The Service Provider must carry out other repair / maintenance, operation & services to up keep as and when required so as to keep the equipment in top running condition.**
- 8.5 Service Provider must keep sufficient stock of running spare parts for immediate replacement and sufficient amount as petty Cash in hospital to avoid interruption in smooth operation.**
- 8.6 The Service Provider shall warrant to the hospital administration that the Goods supplied by the Service Provider, under the Contract are genuine, non-refurbished and un-altered in any way, unless provided otherwise in the bidding documents. The Service Provider shall provide Manufacturer's Local warranty (hereinafter referred as Warranty Period) for all items in respect of Goods, the Services and the Works, or any portion thereof, as the case may be, which will include: Free, on site repair / replacement of defective / damaged parts and labor, within 24 hours of intimation. Repair and maintenance of panel boards, electric wirings, cables, switches, boards, fans and bulbs etc. and replacements of the same, if required.**
- 8.7 The service provider will ensure cleaning of solar panels (if installed in the hospital)**

8.8 The following equipment must be cleaned, assessed, replaced, serviced and /or repaired within stipulated time or when need arises:

- a) **UPS**
- b) **Refrigeration Appliances (ACs, Fridges etc.)**
- c) **Fans (ceiling, exhaust, bracket etc) and Industrial Exhaust.**
- d) **Solar Panels, Invertors and Accessories.**
- e) **Electric Lights / Energy savers and other similar items**
- f) **Windows and window accessory (net, hilt, etc),**
- g) **Electrical wiring, distribution panel and switch boards.**
- h) **Geysers (electric)**
- i) **Washing Machines & Driers**
- j) **Water filtration plant**
- k) **Electric water coolers, water filers and OHR**
- l) **Water Drainage, Sump pumps**
- m) **Any other equipment which falls under the scope of works as defined by the Procuring Agency.**

9 **Uninterruptible Power Supply (UPS)**

9.1 Continuous and uninterrupted operations, repair and maintenance of all UPSs (including batteries) are required, 24 hours a day, 7 day a week, for works

- pertaining to the UPS (Electricity, Computer, Equipment) and associated systems as listed, but not limited to, the following:
- 9.2 Monitor incoming electricity supply, UPS mains state, display error codes
 - 9.3 Provide / procure batteries and other consumable material for proper functioning of all the UPS installed in the hospital.
 - 9.4 All repair and maintenance of UPS will be done by the Service Provider at his own cost and the total Proposal will be inclusive of these repairs.
 - 9.5 Service Provider shall be responsible for replacement and/or repair & maintenance of batteries, electrodes and electric panels in a UPS as per standards.
 - 9.6 The UPS sets must be operated and maintained with a comprehensive management and monitoring system and must regularly inspect high temperatures, abnormal noises, smells and low battery water levels.
 - 9.7 Service Provider will ensure that no harm should be done to any appliances from abnormal / interrupted UPS supply, responsible to make good all the damages to all appliances due to abnormal UPS supply.
 - 9.8 The Service Provider's Personnel shall provide servicing for all parts of UPS. Service Provider will not make any alteration/modification etc. in existing UPS machinery without prior written approval of the hospital.

ELECTRICAL

10 ELECTRICAL WORKS

- 10.1 The service provider shall manage all electricity related works of the hospital and ensure that all electricity related functionalities perform perfectly.
- 10.2 The service providers shall ensure, repair, maintenance and management of all electrical equipment panel boards, power distribution box, Circuit Breaker, electrical wiring, power control room and lighting.
- 10.3 The Service Provider shall also be liable with concrete proof or inquiry, if any sensitive medical equipment is damaged due to power fluctuation except natural disaster or WAPDA fluctuations.
- 10.4 During breakdown, the service provider shall immediately rectify the problem.
- 10.5 The service provider shall check the functioning and ensure proper working of panel boards, wiring fuses, cables etc. (excluding transformers, UG cables,

cable glands, thimbles and power cables more than 70mm², circuit breaker more than 300 amp).

- 10.6 The service provider shall also periodically check for tightness of connections and any overheating. All power cables less than 70mm² should be checked for

- continuity, any broken conductor or damage to the insulation. If required / needed the service providers shall repair or replace damaged insulators and supports as necessary.
- 10.7 Earthing should be checked regularly as part of maintenance for tightness, corrosion etc. and should be rectified in case any deficiency is found.
 - 10.8 The resistance of earthing pits should be checked regularly and action to be taken for correction. A log of earthing values shall also be maintained by the service provider quarterly.
 - 10.9 Ensure that the checklists are adhered with utmost care and regularity.
 - 10.10 Preventive Maintenance Schedule to be followed with 100% compliance for all motors and other electrical equipment's.
 - 10.11 The service provider shall also maintain proper inventory of all lights/SMD/LED lights/ spares and other associated consumables.
 - 10.12 Faulty / Out of Order lights will be replaced with same type of lights and will be charged accordingly as mentioned in the Financial Form. No payment will be made for lights which are improperly installed vis-à-vis wattage, shape, size and type
 - 10.13 Ensure all the fused bulbs / tube lights are replaced as and when required.
 - 10.14 The service providers shall also check all alarms.
 - 10.15 The service provider shall ensure regular cleaning of panels, loose dirt with lint free rags. The service provider shall also examine surrounding areas for signs of tracking, arcing or overheating.
 - 10.16 The service provider shall manually close breaker to check for proper wipe, contact pressure, contact alignment and to ensure that all contacts make at approximately the same time. Protective relays and circuit breaker trip devices should be inspected and tested according to manufacturers' specifications.
 - 10.17 Apart from weekly and Monthly repair and maintenance schedule, the representative of Service Provider must be available at all times in order to cater for power breakdowns and any on site defaults.
 - 10.18 If required by the Procuring Agency service provider will provide maintenance services regarding already Installed Solar Systems in the health facilities.

NOTE: The Service Provider shall be expected to provide hospitals with the spare inventory and materials to be used within hospital buildings. The Hospital administration should provide the store room where the spare inventory and material (required for provision of Mechanical Electrical and Plumbing services) will be stored. The procured spare inventory/materials quotes must be market related and provide a receipt from Service Provider, if and when required.

11 Management Cost

11.1 The management cost is the Cost that will include but not limited to the additional amount being paid to staff over and above the minimum wage, cost on account of relievers, tool kits, uniforms, equipment, biometric attendance machine etc and profit.

11.2 This cost also include the cost under which the service provider is required to keep all the equipment / items (under the scope of mechanical, electrical, plumbing, carpentry, welding and glass work) in functional and running condition including every item / task / work / other than the item replacement

as mentioned in Financial Form. The system maintenance cost shall also include all parts / consumables require to keep their equipment in working condition.

19.2.4 Qualification of Personnel

S. No.	Description	Job Description
01	Supervisor cum Engineer/Sub Engineer	<p>Responsible for supervision of staff and maintenance activities as well as Act as an interface between the Procuring Agency and the Service Provider's staff.</p> <p>Maintaining duly signed daily audit sheets and complaint registers.</p> <p>Record requests and feedback from the Procuring Agency from time to time and appropriate actions taken and Coordinate any kind of shifting/ relocations of the staff and the same shall also be reported to the Procuring Agency.</p> <p>Responsible for the turnout / grooming of the entire facility staff and Decide on the work and staff deployment on a daily basis /Maintain attendance for all the staff.</p> <p>Ensuring presence of the staff at their respective stations and the completion/ compliance of the various duties assigned to them. Help induce a sense of responsibility, discipline and hygiene in all employees. Maintain log of all equipment and utilities' allocation and utilization and ensure that required checklists are followed and updated accordingly.</p> <p>Submit the required reporting forms and any other task assigned by Hospital Administration.</p> <p><u>Qualification & Experience:</u></p> <p>BSc Mechanical / Electrical/Mechatronics Engineering with minimum 03 year of relevant experience</p> <p>Or</p>

		<p>BS Technology / DAE with minimum 10 years of relevant experience.</p> <p>Age: Less than 40 Years</p>
02	Electrician	<p>Assemble, install, test and maintain electrical or electronic wiring, equipment, appliances, apparatus and fixtures using hand tools and power tools as well as Diagnose malfunctioning systems, apparatus, and components, using test equipment and hand tools, to locate the cause of an electric breakdown and correct the problem.</p> <p>Connect wires to circuit breakers and Distribution Panel Boards. As well as Repair or replace wiring, equipment, and fixtures, using hand tools and power tools.</p> <p>Test electrical systems and continuity of circuits in electrical wiring, equipment, and fixtures, using testing devices such as ohmmeters, voltmeters, and oscilloscopes, to ensure compatibility, availability of required voltage and safety of system.</p> <p>Place conduit (pipes or tubing) inside designated partitions, walls, or other concealed areas, and pull insulated wires or cables through the conduit to complete circuits between boxes and Installation of power/lighting panels, wiring of lighting fixture, small power sockets, fire alarm system and motor control circuit.</p> <p>Any other electrical related work as not mentioned above or Any other task assigned by Hospital Administration.</p> <p><u>Qualification & Experience:</u></p> <p>DAE with 5 years of relevant experience.</p> <p>Age: Less than 40 Years</p>
03	Solar Technician	<p>Ensure proper installation, maintenance and repair of Solar System.</p> <p>Perform regular maintenance work.</p>

		<p>Diagnose electrical and mechanical defects. Make adjustment and do calibrations.</p> <p><u>Qualification & Experience:</u></p> <p>Diploma with 5 years of relevant experience. Age: Less than 40 Years</p>
04	Helper	<p>To help the Electricians and Solar Technicians. To ensure cleaning of solar panels</p> <p><u>Qualification & Experience:</u></p> <p>Matric with 3 years of relevant experience. Age: Less than 40 Years</p>

SECTION-IV: BID DATA SHEET

4.1. BID DATA SHEET (BDS)

The following specific data for the services 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: [Punjab Institute of Mental Health, Lahore / Procuring Agency]</p> <p>SUBJECT OF PROCUREMENT: PROVISION OF SERVICES IN [Punjab Institute of Mental Health, Lahore]</p> <p>The Contract shall be valid for One Year from the date of signing of the contract, (Extendable).</p>
2.	2.1.2	<p>Financial year 23-24</p> <p>NAME OF FINANCING INSTITUTION: [Punjab Institute of Mental Health, Lahore / Procuring Agency]</p> <p>NAME AND IDENTIFICATION NUMBER OF THE CONTRACT: PROVISION OF SERVICES IN [Punjab Institute of Mental Health, Lahore]</p> <p>BID REFERENCE NO. (_____)</p>
B. BIDDING DOCUMENTS		
6.	2.2.2	The address for clarification of Bidding Documents is [Executive Director, Punjab Institute of Mental Health, Shadman-II, Jail Raod, Lahore]
8.	2.3.8	The Bidder shall submit typed Bid in original and shall be signed by the Bidder to bind the Bidder to the contract. All pages of the Bid, shall be initialed and stamped by the person signing the Bid.
C. BID PRICE, CURRENCY, LANGUAGE & COUNTRY OF ORIGIN		
9	2.3.1	<i>English</i>
10	2.3.4	The price quoted shall be in PKR.

11.	2.3.4 & 2.3.9	<p><i>In case of change in Minimum Wage Rate through official notification; the contract price based on minimum wage rates shall be adjusted on prorata basis by the procuring agency.</i></p> <p><i>In case of increase or decrease of taxation by the Government at any stage during the execution of the contract; the same shall also be adjusted accordingly by the procuring agency / hospital.</i></p>
D. PREPARATION AND SUBMISSION OF BIDS		
13.	2.1.3 & 2.5.8	<p style="text-align: center;">Technical Evaluation Criteria</p> <p>i. (Knockdown Criteria) The bidder must comply with all the mandatory parameters. In case of noncompliance of any mandatory parameter, the bidder shall be declared as non-responsive.</p> <ul style="list-style-type: none"> a) The Bidder shall be a legally registered entity with the formal intent to enter into an agreement. b) The bidder must have at least three years experience as a legally approved Services provider. c) Bank Statement of last three months with an average balance of more than three months estimated contract price or credit line (account maintenance certificate) from any schedule bank of Pakistan of equivalent amount. d) The Bidder must be an active income tax payer. e) The Bidder must have active National Tax Number (NTN), Punjab Sales Tax (PST) Number with documentary proof. f) The Bidder shall have a valid registration with EOBI and PESSI /IESSI. g) Bidder who is barred / blacklisted or disqualified by the Procuring Agency would not be eligible to submit the bid. The Bidder shall submit an undertaking in this regard. h) The copy of the Bidding Document shall be duly signed, stamped on each page and submitted by the bidder. <p>ii. (Marking Criteria) It is mandatory for the Service providers to get at least 65 marks in the marking criteria to qualify for further procurement process; the financial proposal opening. Copies of all the required documents shall be attached;</p>

Sr.#	Description	Max Marks
1	<p>EXPERIENCE RECORD Three projects of similar nature (Similar services offered in hospitals / public access buildings (public or private sector) with minimum deployment of 5 or more staff/project. 10 marks for each project</p> <p>(If one/ two of these services is provided then 5 marks for each project)</p> <p>(Purchase orders / supply orders / completion certificates must be attached)</p>	30
2	<p>FINANCIAL CAPABILITIES</p> <ul style="list-style-type: none"> • 20 Marks will be given in case average annual turnover for the last three years is Rs. 10 Million or more. • For Average Annual Turnover for the last 03 years of less than Rs. 10 Million, but not less than Rs. 05 Million, 10 marks will be given. • For Average Annual Turnover for the last 03 years of less than Rs. 05 Million, but not less than Rs. 03 Million, 05 marks will be given. <p>(Audit statement of last three financial years must be attached)</p>	20
3	<p>PAST PERFORMANCE Satisfactory past performance certificate from head of the organization One certificate= 02 marks</p>	10
3.	HUMAN RESOURCE MANAGEMENT	
	<p>SUPERVISOR 02 - 04 Personnel (03 Marks) 05 - 09 Personnel (05 Marks) > 9 Personnel (10 Marks) Having minimum Qualification & Experience:</p> <ul style="list-style-type: none"> • Graduate Engineer in Mechanical / Electrical / Electronics / Mechatronics 	10
	<p>ELECTRICIAN 05 - 10 Personnel (03 Marks) 10 - 15 Personnel (04 Marks)</p>	05

		<p>> 15 Personnel (05 Marks) Having minimum Qualification & Experience:</p> <ul style="list-style-type: none"> DAE in Electrical with 05 years of relevant experience 		
		<p>SOLAR TECHNICIAN 05 - 10 Personnel (03 Marks) 10 - 15 Personnel (04 Marks) > 15 Personnel (05 Marks) Having Minimum Qualification & Experience:</p> <p>PEC REGISTRATION Registration with Pakistan Engineering Council for Electrical / Solar works/ services Methodology / Management Plan The Bidder shall provide the details about how to plan and manage the services specific to the proposal including following plans. The procuring agency will assess each plan and will rate it as satisfactory, unsatisfactory and good. Max marks for each plan= 5 marks</p> <ul style="list-style-type: none"> Electrical Works Plan Solar Works plan 	05	10
				10
			Total Marks	100
14	2.1.1	Bids shall be submitted to [Executive Director, Punjab Institute of Mental Health, Shadman-II, Jail Road, Lahore]		
15	2.4.2	The deadline for Bid submission is [as mentioned above].		
16.	2.5.1	[insert Date & Time Here i.e. At least 30 Minutes After Closing Time Of Bid Submission], and [Executive Director, Punjab Institute of Mental Health, Shadman-II, Jail Road, Lahore]		
17.	2.6.2	Amount of Performance Guarantee is 05% of the contract amount.		
18.	2.3.6	Estimate Contract Price is Rs.12500000/- Amount of Bid Security is 1 % of the estimated price		

		Amount of Bid security is 1% of the estimated price
19.	2.3.7	Bid validity period after opening of the Bid is: 180 Days
20.	2.3.8	Not Applicable
E. OPENING AND EVALUATION OF BIDS		
21.	2.5.1	The Bid opening shall take place at: [as mentioned above], and [Executive Director, Punjab Institute of Mental Health, Shadman-II, Jail Road, Lahore]
22.	2.3.4	Not applicable
G. Award of Contract		
24.	2.6.5	Percentage for quantity increase or decrease is: 15%
25.	2.6.2	The Performance Guarantee shall be: 05% of the Contract Amount
26.	2.6.2	The Performance Security (or guarantee) shall be in the form provided in the 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.
 - (c) “The Goods” means all of the equipment, machinery, and/or other materials which the Service Provider is required to perform Services under the Contract.
 - (d) “The Services” means those services *{as provided in Scope of Services by the Procuring Agency as per its requirements}* and other such obligations of the Service Provider covered under the Contract
 - (e) “GCC” means the General Conditions of Contract contained in this section.
 - (f) “SCC” means the Special Conditions of Contract.
 - (g) “The Procuring Agency” means the organization purchasing the Services, as named in SCC
 - (h) “The Procuring Agency’s country” is the country named in SCC.
 - (i) “The Service Provider” means the Bidder or firm supplying the Services under this Contract.
 - (j) “The Project Site” where applicable, means the place or places named in SCC.
 - (k) “Day” means calendar day.
- 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 Services supplied under the Contract shall have their origin in Pakistan.

4. Standards

4.1. The services supplied under this Contract shall conform to the standards mentioned in the Scope of Services.

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 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 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC 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 Procuring Agency.

6. Performance Guarantee

6.1. 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 & ITB.

6.2. 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.

6.3. 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;**

6.4. 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.

7. Incidental material 7.1. The Service Provider may be required to provide any of the incidental material if any, specified in SCC.

8. Payment 8.1. The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.

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

8.3. 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 work is satisfactory.

8.4. The currency of payment is as specified in BDS/SCC

9. Prices 9.1. Prices charged by the Service Provider 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 / BDS.

10. Change Orders 10.1. The Procuring Agency may at any time, by a written order given to the Service Provider, make changes within the general scope of the Contract, only if required for the successful completion of the job.

10.2. 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 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.

11. Contract Amendments

11.1. Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

12. Assignment

12.1. The Service Provider shall not assign the whole or any part of the contract to anybody else.

13. Subcontracts

Subcontracting is not allowed

14. Delays in the Service Provider's Performance

14.1. Performance of Services shall be made by the Service Provider in accordance with the Schedule of Requirements/Work Plan/ Deployment Plan as prescribed by the Procuring Agency in Section VII.

14.2. If at any time during performance of the Contract, the Service Provider encounter conditions impeding timely 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 fines and penalties.

14.3. Except as provided under GCC Clause 17, a delay by the Service Provider in the performance of its contractual obligations shall render the Service Provider liable to the imposition of fines and penalties.

15. Liquidated Damages

15.1. Subject to GCC Clause 17, if the Service Provider fails to start providing the Services as per requirement/ 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 unperformed Services for each week or part thereof of delay until actual performance, up to a maximum deduction of the 05% of the contract price. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under PPR-14.

16. Termination for Default

16.1. 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 deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14;**
- (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.**

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

“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.*

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

17. Force Majeure

17.1. Notwithstanding the provisions of GCC Clauses 14, 15, and 16, 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.

17.2. 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”.

17.3. 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.

18. Termination for Insolvency

18.1. 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.

19. Termination for Convenience

19.1. The Procuring Agency, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency’s convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

- 19.2. The Services that are complete (if applicable) within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices.
20. Resolution of Disputes
- 20.1. After signing the contract, 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.
- 20.2. 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.
21. Governing Language
- 21.1. 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.
22. Applicable Law
- 22.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.
23. Notices
- 23.1. 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.
- 23.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
24. Taxes and Duties
- 24.1. Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until provision of the contracted Services to the Procuring Agency.
25. Change in minimum wage rate
- 25.1. 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.

26. Extension in Contract period Initially the contract will be for one (1) year. However, the same would be extended by the competent authority, on the satisfactory performance by the contractor for further a period of one year on the same rate & TORs. Extension in the contact agreement shall be the discretion of the procuring agency and the service provider has no right to claim further extension as a matter of right in the contract.

Section-VI. Special Conditions of Contract

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: [**Punjab Institute of Mental**

Health, Lahore]**GCC 1.1 (h)**—The Procuring Agency’s country is:

Pakistan

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

2. Performance Guarantee (GCC Clause 6)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: 05% of the Contract Amount.

3. Incidental Materials (GCC Clause 7)

GCC 7.1—Incidental materials to be provided as in Scope of Services

4. Payment (GCC Clause 8)

GCC 8.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:

Payment for Services provided:

i. Payment will be made in Pak. Rupees.

ii. The Invoice of the Service Provider shall be submitted as follows;

Invoice Checklist (to be attached with invoice)			
Sr.	Description	Annexure	Attached
1.	Request of the Service Provider on Covering Letter	A.	
2.	Original Invoice/Bill(s)	B.	
3.	Separate Corrected Invoice, if required.	C.	
4.	Penalties Calculation Sheet signed by Authorized Person and must be shared with the Service Provider for their record.	D.	
5.	Salary Verification and E-channel Receipt signed & stamped by Service Provider	E.	
6.	Supplies Detail, Report Inspection, Consumption Report, Stock Register, Dead Stock Register. etc	F.	
7.	Bio Metric Attendance as mentioned in Scope of Services from 2 nd month	G.	
8.	Proof of Spending System Maintenance i.e. Quotations, Vouched Accounts etc	H.	

9.	Any other document if required for processing of payments.	I.	
10.	EOBI/ PESSI/ IESSI Deposit Receipt	J.	

Note:

- a) The Service Provider must submit the Invoice in proper File Cover so that the documents to be attached by Hospital Administration don't get spoiled and disintegrated.
- b) Biometric Attendance signed by hospital.
- c) The page numbering of the whole Invoice must be done adequately and documents must be attached in the same sequence / order as mentioned in the table.

5. Prices (GCC Clause 9)

GCC 9.1—Prices shall be fixed and shall not be adjusted. However, in case of change in minimum wage rate and taxes through official notification; the contract price based on minimum wage rates and taxes shall be adjusted on prorated basis, as decided by the Procuring Agency.

6. Liquidated Damages (GCC Clause 15)

As per GCC 15.1

In addition to that, details of Fines and Penalties are attached as per Annex-A

7. Resolution of Disputes (GCC Clause 20)

GCC 20.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 20.2 shall be as follows:

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.

8. Governing Language (GCC Clause 21)

GCC 21.1—The Governing Language shall be English

9. Applicable Law (GCC Clause 22)

GCC 22.1—The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

10. Notices (GCC Clause 23)

GCC 23.1—Procuring Agency's address for notice purposes: [Punjab institute of mental health, shadman jail road, Lahore.]

Service Provider's address for notice purposes: [Insert Address Of Service Provider]

11. Duration of Contract (GCC Clause 26)

GCC 26. The contract shall come in to force from the date of signing of contract or date of commencement of services whichever is earlier. Initially the contract will be for one (1) year. However, the same would be extended by the competent authority,

on the satisfactory performance by the contractor for further a period of one year on the same rate & TORs. Extension in the contact agreement shall be the discretion of the procuring agency and the contractor has no right to claim further extension as a matter of right in the contract.

Section-VII. Schedule of Requirements/ Deployment Plan

PROVISION OF 365 DAYS /24 HOURS SERVICES IN [PUNJAB INSTITUTE OF MENTAL HEALTH, LAHORE]				
DETAILS OF SERVICES/HUMAN RESOURCE REQUIRED				
Bid Ref No.	Supervisor Nos.	Electrician Nos.	Solar Technician Nos.	Helper
	01	08	02	06

LIST OF TOOL KIT

Sr No	Item Description	QTY
1	Tool Box Set (For All)	1
2	Helmets (For All)	1/Person
3	Safety Gloves Rubber (For All)	1/Person
4	Safety Gloves Leather (For All)	1/Person
5	Spanner set/Chabbi set (For All)	1
6	Steel Tape 5m (For All)	1
7	T-Rod (For All)	1
8	Extension Cords Min 35yards (For All)	1
9	Cleaning brush (For All)	1
10	Hammer (For All)	1
11	Small hammer (For All)	1
12	9" Side Cutting Plier (For All)	1
13	8" Long Nose plier (For All)	1
14	Step ladder (For All)	1
15	Adjustable Pipe wrench 12" (Electrician , AC Tech & Carpenter)	1
16	Adjustable Piper wrench 14 " (Electrician , AC Tech & Carpenter)	1
17	Screw Driver set (Electrician , AC Tech & Carpenter)	1
18	Screw Wrench 12" (Electrician , AC Tech & Carpenter)	1
19	Screw Wrench 15" (Electrician , AC Tech & Carpenter)	1

20	Mini File (Electrician , AC Tech & Carpenter)	1
21	Jamoor (Electrician , AC Tech & Carpenter)	1
22	Hack Saw(AC Tech, Plumber & Carpenter)	1
23	Tester (Elect)	3
24	Digital Multi-meter (Elect)	1
25	Cordless Drill Machine (Elect)	1
26	Air Blower	1
27	Allen keys imperial/metric	1
28	Flashlight, small/large	1
29	High pressure Gauge	1

** Any other item/tool required by the Procuring Agency will be duly incorporated in the above mentioned list upon receipt of official demand*

LIST OF SPARE PARTS INVENTORY

SNo	Items	UOM	QTY	Approved Brands or equivalent
	Petty Cash	PKR	200,000	-
1	Power Plug (3/4) Amp	pcs	100	Clipsal
2	Power Plug (10/15) Amp	pcs	50	Clipsal
3	Mercury Bulb 400 Watt	pcs	5	Philips/Osram/osaka
4	Choke 400 Watt (Mercury Bulb)	pcs	5	Philips/Osram/osaka
5	Breaker Single Phase 32A	pcs	15	Schinider/Legrand/ABB/Terasaki
6	Duct Patti (length)	Length	50	Best Quality
7	Piano Switch(Box)	box	10 Boxes	Clipsal/Legrand/(In case of non-compatibility of Clipsal,Legrand with installed fitting)As per compatible Fitting
8	Sockets(box)	box	10 Boxes	Clipsal/Legrand/(In case of non-compatibility of Clipsal,Legrand with installed fitting)As per compatible Fitting
9	Power plug Frame (Pcs)	pcs	100	Clipsal/Legrand/(In case of non-compatibility of Clipsal,Legrand with installed fitting)As per compatible Fitting
10	Two pin outlet 1- 15A(box)	box	5 Box	Clipsal/Legrand/(In case of non-compatibility of Clipsal,Legrand with installed fitting)As per compatible Fitting
11	Three pin outlet 3-4A	box	5 Box	Clipsal/Legrand/(In case of non-compatibility of Clipsal,Legrand with installed fitting)As per compatible Fitting
12	Two Pin Shoe 5-1A	box	5 Box	Clipsal/Legrand/(In case of non-compatibility of Clipsal,Legrand with installed fitting)As per compatible Fitting
13	Three Pin Shoe 3-4A	box	5 Box	Clipsal/Legrand/(In case of non-compatibility of Clipsal,Legrand with installed fitting)As per compatible Fitting
14	Light Plug 15 Amp	box	5 Box	Clipsal/Legrand/(In case of non-compatibility of Clipsal,Legrand with installed fitting)As per compatible Fitting
15	Light Plug Frame	pcs	20	Clipsal/Legrand/(In case of non-

				compatibility of Clipsal, Legrand with installed fitting)As per compatible Fitting
16	Dimmers	pcs	50	Clipsal/Legrand/(In case of non-compatibility of Clipsal,Legrand with installed fitting)As per compatible Fitting
17	Wires Tape	pcs	50	Osaka/NITO
18	Teflon Tape	pcs	50	Best Quality
19	Packing Tape	pcs	50	Best Quality
20	Copper Rod for AC Welding	kg	10 kg	Best Quality
21	Connecter 15A, 1A	pcs	100	Best Quality
22	Wire thimble (15mm ² -4 mm ²)	pcs	100	Best Quality
23	Wire thimble (6mm ² -25mm ²)	pcs	100	Best Quality
24	Wire thimble (35mm ² -7mm ²)	pcs	100	Best Quality
25	Wire Cap (15mm ² -4mm ²)	pcs	200	Best Quality
26	Steel Nail (1"-25")	box	1,1 box	Best Quality
27	Steel Screw (1 "-25")	box	1,1 box	Best Quality
28	Nut Bolts I", 1 5"	box	1,1 box	Best Quality
29	CTC Chemical for cleaning	pcs	2	Best Quality
30	Nut Bolt kit	pcs	10	Best Quality
31	Connection lead	pcs	20	Best Quality
47	Breaker Single Phase 2A	pcs	10	Schinider/Legrand/ABB/Terasaki
48	Breaker Single Phase 16A	pcs	10	Schinider/Legrand/ABB/Terasaki
49	3 Pole Breaker 100A	pcs	05	Schinider/Legrand/ABB/Terasaki
50	3 Pole Breaker 63A	pcs	05	Schinider/Legrand/ABB/Terasaki
51	3 Pole Breaker 300 A	pcs	01	Schinider/Legrand/ABB/Terasaki
52	3 Pole Breaker greater than 300 A	pcs	(as and when required)	Schinider/Legrand/ABB/Terasaki
53	Wire 3/29	pcs	1 Coil	Pakistan Cables/Newage Cables
54	Wire 7/29	pcs	1 Coil	Pakistan Cables/Newage Cables
55	Wire 7/36	pcs	½ Coil	Pakistan Cables/Newage Cables
56	Wire 7/44	pcs	½ Coil	Pakistan Cables/Newage Cables
57	Wire 7/52	pcs	½ Coil	Pakistan Cables/Newage Cables
58	Wire 7/64	pcs	½ Coil	Pakistan Cables/Newage Cables

	Phase)			
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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 Financial Bid]

Date: _____

To

Medical Superintendent/ Head of Institution
[Punjab Institute of Mental Health, Lahore]

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, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 05% of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree that our Bid will be valid for a period of 180 Days from the date fixed to Bid opening under Clause 2.3.7 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, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following:-

All documents required in the Bidding Documents

Financial bid includes the following:-

- a) Original Bid form (as per form 8.1 of Bidding documents) on letter head of the firm, duly signed and stamped.

8.2. 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 (if applicable)	
PRA Tax No.		Company's Date of Formation	
No. of Employees			

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

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

8.3. Affidavit

*[To be printed on PKR 100 E-Stamp Paper, duly attested by Oath
Commissioner.][To be attached with Technical Bid]*

Name: _____
(Bidder)

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 the procuring agency, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the [*Punjab Institute of Mental Health, Lahore*] deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands that we have to comply with the Minimum Wage Rate Notification of the Government of the Punjab and shall pay the personnel accordingly.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the [*Punjab Institute of Mental Health, Lahore*]. The undersigned further affirms on behalf of the firm that:

- (i) The firm has not been blacklisted by the Procuring Agency.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document is found at any stage, the firm shall be blacklisted as per Law/Rules.
- (iii) Affidavit for correctness of information.
- (iv) Bidder is not blacklisted by the Procuring Agency or subject to any pending litigation with any Government or Public Department.

[Name of the 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: _____

8.4. Performance Guarantee Form

To,

Medical Superintendent / Head of Institution

[Insert Name and Address Of Hospital]

WHEREAS (Name of the Service Provider) _____ hereinafter called "the Service Provider" has undertaken, in pursuance of "INVITATION TO BID FOR THE "PROVISION OF SERVICES IN [Insert Name and Address Of The Hospital]" for procurement of Services.

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, 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.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

8.5. Technical Bid Form

[To be signed & stamped by the Bidder and reproduced on the letter head]

[To be attached with Technical Bid]

Insert Details Of Technical Offer Here

Stamp & Signature of Bidder _____

8.6. Contract Form

THIS AGREEMENT made on the ____ day of _____ 20____ between [*Insert Name of Hospital*], (hereinafter called “the Procuring Agency”) on the one part and [*name of Service Provider*] of [*city and country of Service Provider*] (hereinafter called “the Service Provider”) on the other part:

WHEREAS the Procuring Agency invited Bids for Services at [*Punjab Institute of Mental Health, Lahore*] and has accepted a Bid by the Service Provider for the supply of those services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Scope of Services;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Agency’s Notification of Award.
 - (g) the Performance Bank Guarantee
 - (h) Complete Bidding document
 - (i) Any other document deemed necessary by the Procuring Agency.
3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to provide the services in accordance with the provisions of the Contract and as required under Section VII Schedule of Requirements/ Deployment Plan.
4. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of services, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Signed, sealed, delivered by _____ the _____ (for the Service Provider)

8.7. Financial Bid Form/Price Schedule

[To be signed & stamped by the Bidder and reproduced on the letter head]

[To be attached with Financial Bid]

[Please follow the Minimum wage rate, which should be strictly adhered to as per prevailing rates in addition to Management Charges]

{Location, Date}

To

Medical Superintendent / Head of Institution

[Insert Name and Address Of Hospital]

We, the undersigned, offer to provide the services for tender of Procurement of Services for **[Punjab Institute of Mental Health, Lahore]** in accordance with your Bidding Document dated **[Insert Date]** and our Technical Bid.

Our attached Financial Bid(s) are hereby submitted as per bid form for the accumulative amount {Indicate the corresponding amount(s) currency (ies)} **[Insert Amount(s) In Words and Figures]**, *inclusive of all taxes*. The estimated amount of taxes is **[Insert Currency]** **[Insert Amount In Words and Figures]**. Our Bid shall be binding upon us up to expiration of the validity period of the Bid.

No commissions or gratuities have been paid or are to be paid by us to agents or any third party relating to this Bid and Contract execution.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

Financial Bid Form 8.7.2

[To be signed & stamped by the Bidder and reproduced on the letter head]

[To be attached with Financial Bid]

SERVICES FOR [Punjab Institute of Mental Health, Lahore]

Name of Bidder:

Mailing Address:

Income Tax Registration No.

PRA Registration No.

GST Registration No (if applicable).

PESSI/ IESSI Registration No.

EOBI Registration No.

Total Amount on monthly basis (PKR) as per Financial Bid Form 8.7.3:

Total Amount on annual basis (PKR) as per Financial Bid Form 8.7.3:

Sign:

Designation:

Stamp:

Financial Bid Form 8.7.3

[To be signed & stamped by the Bidder and reproduced on the letter head]

[To be attached with Financial Bid]

BREAKDOWN OF COST

HR Component					
Description	Number of Personnel	Rate (PKR) per worker per month	PST per month	PESSI/IESSI & EOBI per month	Total Cost (in PKR) for one Month
Supervisor					
Electrician					
Solar Technician					
Helper					
Total HR Component Price per month (PKR)					
Total HR Component Price per annum (PKR)					HR

LOWEST FINANCIAL BID

COST OF THE FINANCIAL BID			
FINANCIAL FACTOR	Total Amount as per Financial Form (X)	Weightage (Y)	Total Amount as per Weightage X * Y
Human Resource Cost per year	HR	40 %	S
Sub Total			S=V
Management Charges/ Year (PKR)			W
Total Annual Cost of the Financial Bid / Lowest Determination Factor			V+W
All quoted prices shall be inclusive of all applicable levies, taxes, duties, Govt tariffs etc			

NOTE :

- i. The Management Cost will include but not limited to the additional amount being paid to staff over and above the minimum wage, cost on account of relievers, tool kits, uniforms, equipment, biometric attendance machine etc and profit.*

8.8. Bid Security Form

[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 services]* (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 to *[Insert Name of Hospital]*, (hereinafter called “the Procuring Agency”) in the sum of Rs _____ 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]

ANNEXURE – A

FINES & PENALTIES

S. NO.	DESCRIPTION	PENALTY RATE
1	Service Provider Fails to hire 100% of contracted Human Resource. It shall be construed as a failure to enroll 100% contracted HR if an employee has not been hired or resigned / left for more than 07 days.	PKR 5,000 per month / per employee.
2	If an employee (s) from contracted Human Resource is / are absent for a particular day.	PKR 500 / day (Further the service provider shall not be paid Quoted Wage Rate Per / Day)
3	If an employee (s) from contracted Human Resource is / are absent during public/local holidays or any other special occasions.	PKR 1000 + Quoted Wage Rate Per / Day (Not to be duplicated with penalty at Sr No 2)
4	If any worker (after performing duties for complete month) is not paid minimum wage as per the number of days he / she performed the duty.	Rs. 2,000 + (Difference of amount between paid salary and notified / applicable minimum wage rate) shall be imposed as penalty per person per month for that particular month only.
5	If an employee leaves or arrives late with a time margin of 15 Minutes	Rs. 200 / Employee / Day
6	Service provider will ensure the disbursement of salaries by 10th of next month. (Disbursement of salaries will not depend on the payments made by the procuring agency to the service provider. The service provider will pay his employees from his own resources. Partial Payment will not be considered paid.)	Rs. 500 per staff per day till 10 th day of next month. (However, in special / unavoidable circumstances, if payments are delayed to the service provider by procuring agency for more than 90 Days for a particular hospital for a particular month, this penalty shall not be imposed / applicable from 91 st day onwards.
7	Staff is found without uniform.	Rs. 200 will be charged for each such staff for that day.
8	Non-Availability of Tool Kits / Instruments as mentioned in the Schedule of Requirement.	Rs. 1,000 / Day
9	Any protest or strike observed by the staff and verified by the concerned hospital.	Rs. 100,000 per incident per day till calling off the strike

10	Complaints not resolved due to non-availability of spare inventory as mentioned in the schedule of requirement.	For a given month if more than 03 cases / complaints remained unresolved in the prescribed timeframe due to non-availability of spare inventory a fixed penalty of 20,000 / month shall be charged.
11	Complaints not resolved due to non-availability of petty cash as mentioned in the schedule of requirement.	For a given month if more then 03 cases / complaints remained unresolved in the prescribed timeframe due to non-availability of petty cash a fixed penalty of 10,000 / month shall be charged.
12	Preventive Maintenance is not executed within 07 Days after approval from hospital.	Rs. 20,000 / Week
13	In case any (Public / General) complaint is received attributable to misconduct / misbehavior of service provider's personnel & is assessed as true by hospital administration, (depending on the severity of the incidence) for each such incident shall be levied and the same shall be deducted from service provider's bill. The service provider must require to surrender the accused personnel up till the charge will be proven or otherwise.	Up to Rs. 30,000 as per severity of the matter, to be determined by the hospital administration through an inquiry.

Complaint Resolution Penalties

Sr No	Category	Rectification Time (For Minor Repair)	Rectification Time (For Part Replacement)	Penalty (PKR) per item	Maximum Penalty per Item for a particular month
-------	----------	---------------------------------------	---	------------------------	---

9	Lights, Switches, Breakers etc.	01 Hour		300 per hour	5,000
10	All Other Appliances Fans, Panels etc)	04 Hours	24 Hours	400 per hour	15,000
11	Electrical /Fitting (Non-appliance related)	02 Hours	12 Hours	300 per hour	15,000
NOTE: Rectification Time must be verified through a complaint resolution proforma duly signed by authorized Officer and Supervisor of Service Provider No penalty shall be imposed without documentary evidence.					

IMPORTANT POINTS:

The administration and service provider shall create a WhatsApp Group to address the operational issues and complaint management for immediate response. However, official correspondence shall be made as per Govt. norms. The respective hospital will share the details of the performance penalties from time to time to the Service Provider.

SALARY VERIFICATION CERTIFICATE BY HOSPITAL AUTHORIZED PERSON

SALARY VERIFICATION CERTIFICATE					
For the Month of _____					
Sr.	Name of Staff	CNIC	No. of Days Worked	Amount Paid	(Verified / Not Verified)
1					
2					
3					
4					

Signature & Stamp of Authorized Person

Note: The Service provider shall be bound to pay its staff before 10th of each month through E-channel only, and the E-channel Receipt (signed & stamped by Service Provider) must be attached with the Monthly Invoice of the same month for processing. However, E-channel receipt shall be a mandatory part of monthly invoice from the second month of commencement of services. It is further clarified that above Salary Verification Certificate for a particular month should be part of monthly invoice from the day first.

SECTION IX- CHECK LIST

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

The sequence of Technical Bid must be as per below mentioned table.

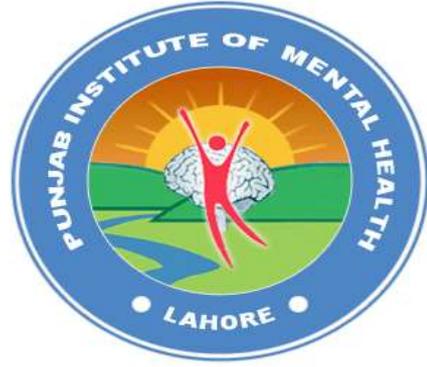
MANDATORY REQUIREMENTS		
1.	Bid Security of estimated cost of articles / items given by the department. The copy of Bid Security must be submitted with Technical Bid and original shall be attached with the Financial Bid.	Flag - A
2.	Technical Bid Form (as per of Bidding documents) on letter head of the firm duly signed and stamped.	Flag - B
3.	Bid Form (as per Bidding documents) on letter head of the firm, duly signed and stamped.	Flag - C
4.	Performance Guarantee Form (as per of Bidding documents) on letter head of the firm, duly signed and stamped.	Flag - D
5.	General Information Form (as per Bidding documents) on letter head of the firm duly signed and stamped.	Flag - E
6.	<p>Affidavit (as per bidding documents) on non-judicial Stamp Paper of Rs.100/-</p> <ul style="list-style-type: none"> (i) The firm has not been black listed by the Procuring Agency. (ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws. (iii) Affidavit for correctness of information. (iv) Undertaking that the personnel shall be given minimum wage salary notified by the Punjab Government or more. (v) Bidder is neither blacklisted by the Procuring Agency nor is any litigation pending in this regard. <p>Affidavit for correction of information Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.</p>	Flag - F
7.	The Bidder shall be a legally registered entity with the formal intent to enter into an agreement.	Flag - G
8.	The Bidder must have an active National Tax Number (NTN).	Flag - H
9.	The Bidder must have an active Punjab Revenue Authority (PRA) registration Number.	Flag - I
10.	The Bidder shall have valid registrations with EOBI and PESSI/ IESSI and ensure that they adhere to the guidelines / laws of the said entities.	Flag - J
11.	The copy of the Bidding Document duly signed and stamped on each page by the Bidder shall be attached with the Technical Bid whose each page must also be signed and stamped by the bidder.	Flag - K
Technical Evaluation Criteria		
Experience and past performance of the firm		

PREQUALIFICATION DOCUMENT FOR PURCHASE OF DIET ITEMS F.Y 2024-25

1.	Projects	Flag - L
Human Resource and Managerial Strength		
2.	Number of Staff	Flag - M
Financial Capability/strength		
3.	Audited Financial Statements of the requisite financial years	Flag - N
Any other documents required in this Bidding Documents		

Stamp & Signature of Bidder _____

PREQUALIFICATION DOCUMENT
PURCHASE OF DIET / DIETARY ITEMS
(FOR THE FINANCIAL YEAR 2024-25)



PUNJAB INSTITUTE OF MENTAL HEALTH, LAHORE.

PH: +92-042-99203776-77 **PH & Fax:** +92-042-99203773
EMAIL: edpimh@yahoo.com & pimh.purchasecell@gmail.com

PREQUALIFICATION NOTICE.

1. Prequalification for **Diet / Dietary Items** at Punjab Institute of Mental Health, Lahore.

INVITATION FOR PREQUALIFICATION OF FIRMS.

1. Punjab Institute of Mental Health, Lahore invites the applicants for prequalification of Diet / Dietary Items, General Traders / Firms having good relevant experience in terms of technical, financial capabilities for minimum 500 bedded Hospitals and others institute. The applications are required for the patients of Punjab Institute of Mental Health, Lahore for purchase of Diet / Food items.

PREQUALIFICATION FEE RS. 1000/-

2. The firms shall pay a non-refundable prequalification fee mentioned in prequalification documents/ Invitation of bids from **16-2-2024 to 01-03-2024** at Purchase Cell Punjab Institute of Mental Health, Lahore. The willing firms can obtain the prequalification documents from the purchase cell and from PPRA website before the submission time.
3. The applicants must submit prequalification documents on **01-03-2024 at 10:30AM** and will be opened on the same day/date **at 11:00AM**. No bids will be accepted after fix time and date mentioned above & in advertisement.
4. The Technical and Financial Bids will be invited only from prequalified firms.
5. In case the date of opening or last date of submission is declared as public holiday by the government or non-working day due to any reason, the next official working day shall deem to by the date of submission and opening of bids. The time and venue shall remain the same. Please note that last date & time of purchasing the prequalification documents is **01-03-2024** at 10:00 am, last date & time for submission of bid is 01-03-2024 at 10:30 am and opening of bid date & time is **01-03-2024 at 11:00 AM**.

NOTE: The process shall be governed by the Punjab Procurement Rule 2014 (PPR-2014) and amended.

Dr. Farakh Abdullah

EXECUTIVE DIRECTOR

PUNJAB INSTITUTE OF MENTAL HEALTH, LAHORE.

PH: +92-042-99203776-77 **PH & Fax:** +92-042-99203773

EMAIL: edpimh@yahoo.com & pimh.purchasecell@gmail.com

PREQUALIFICATION DOCUMENT FOR PURCHASE OF DIET ITEMS F.Y 2024-25

A	Introduction to prequalification document	
B	General instructions to applicants	
1	Introduction of prequalification document	
2	Scope of work	
3	Eligible applicants	
C	Application for prequalification	
4	Statement of compliance	
5	Cost of prequalification document	
6	Language of application/prequalification document	
7	Documents comprising the application	
8	Format of application	
9	Application submission form	
10	Pre-submission clarifications of prequalification document	
11	Amendment of prequalification document	
D	Submission of application	
12	Sealing & identification of application	
13	Deadline for submission of applications	
14	Late submission	
15	Withdrawal of application	
16	Public opening of applications	
E	Evaluation	
17	Preliminary evaluation	
18	Confidentiality	
19	Evaluation criteria – Introduction	
20	Evaluation criteria - Company’s basic information	
21	Evaluation criteria - Human resource capabilities	
22	Evaluation criteria - Technical capabilities	
23	Evaluation criteria - Work experience and performance	
24	Evaluation criteria - Business details and financial position	
25	Evaluation criteria - Manufacturer’s profile	
26	Clarifications from applicants	
27	Responsiveness of applications	
28	Visit to Applicant’s premises/sites	
29	Prequalification of applications	
30	Notification of prequalification	
32	Invitation to bid	
33	Contacting/Influencing the Procuring Agency	
34	Right of Procuring Agency to accept or reject applications	

PREQUALIFICATION DOCUMENT FOR PURCHASE OF DIET ITEMS F.Y 2024-25

35	Arbitration and resolution of disputes	
36	Applicable Laws	

F	Annexures	
1	Annexure A Letter of Application	
2	Annexure B Document checklist	
3	Annexure C Prequalification form/score system	
5	Annexure D Company's basic information	
6	Annexure E Human resource information	
7	Annexure F Transport	
9	Annexure G Annual business turnover and income tax information	
10	Annexure H Contact details of key/contact persons of applicant and manufacturer	
11	Annexure I Applicant's declaration	
12	Annexure J Applicant's affidavit	

If the space in this application form is insufficient for furnishing full details, such information may be provided on extra sheets of paper.

Applicant must mention about the extra sheet in the relevant section.

Annexures have been made in portrait orientation. The applicant may make use landscape orientation, if required.

A. Introduction to Prequalification Document

Introduction:

In connection with the Invitation for prequalification as indicated in advertisement, the Procuring Agency issues this prequalification document to applicants interested in prequalification for procurement of Diet / Food items, at Punjab Institute of Mental Health, Lahore.

The prequalification requirements and procedures are prescribed in this prequalification document. This document includes:

PREQUALIFICATION DOCUMENT FOR PURCHASE OF DIET ITEMS F.Y 2024-25

- A. Introduction to prequalification document
- B. General Instructions to Applicants
- C. Application for prequalification
- D. Submission
- E. Evaluation
- F. Annexures

Intending applicants are required to submit their applications in the prescribed format with full particulars giving details about their organization, experience, financial status etc. as required in relevant sections.

The applicant shall submit one original copy of complete documents. The requirements for prequalification have been clearly explained in the relevant clauses of this document. For further explanation, In order to make it convenient for the applicants, annexures have been referred with the relevant clause. Further detail of required documents has been explained in Annexures.

B. General Instructions to Applicants

1. Introduction

1.1. The "Invitation for prequalification" does not form part of the prequalification documents and is included as a reference only. In case of discrepancies between the Invitation for application and the prequalification documents, the prequalification documents shall take precedence.

1.2. The applicant is expected to examine scope, all instructions and annexures in the prequalification document. Failure to furnish all information required by the prequalification documents or to submit an application, which is not substantially responsive to the prequalification documents in every respect shall be at the applicant's own risk and may result in disqualification.

1.3. The Procuring Agency accepts no responsibility for the completeness of the prequalification document and its addenda unless the original receipt of the Prequalification fee **Rs.1000/-** only is attached with the documents.

1.4. Invitation to bid document shall be issued to the prequalified applicants for submission of the technical and financial bids, as per instruction in invitation to bidding document.

1.5. All correspondence with the Procuring Agency shall be in written and signed

letters.

1.6. The contact address for all correspondence at any stage during this prequalification process shall be addressed to:

**Executive Director
Punjab Institute of Mental Health, Lahore.**

Ph.: 040-99205097

Fax: 040-99203773

Email: edpimh@yahoo.com & pimh.purchasecell@gmail.com

1.7. The applicant shall provide one WhatsApp #, one email address and the name of one key person for fast communication/exchange of letters and immediate action.

1.8. The letters of clarifications/requests etc. from both sides shall be exchanged immediately through WhatsApp, Official email and the original of the same documents shall be exchanged through registered mail/courier/by hand delivery.

2. Scope of work of Purchase of Diet / Dietary Items

2.1. Purpose of this clause is to give a clear understanding of the system, for which applicants are being invited to submit their application for prequalification.

2.2. This prequalification is for supply of Food items / Diet. A list of items attached / Annex-A.

3. Eligible Applicants

3.1. Applicant can be a private, or public entity.

3.2. This Invitation for prequalification is for Company or firms, sole traders who are register in Pakistan as per / Pakistan Law & Prevailing for supply of goods.

3.3. Firms of countries, which as a matter of law or official regulation, the Government of Pakistan prohibits commercial relations with that country or for other reasons; may be excluded from prequalification.

3.4. A firm declared disqualified / blacklisted, or under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), a local body or any public sector organization in Pakistan or is currently blacklisted by the procuring agency; shall be ineligible to apply

for this prequalification.

3.5. The applicant shall not have a conflict of interest with this process of prequalification.

3.6. The eligibility criteria have been explained in detail from clause 19 to 25 and its sub clauses and Annexure C.

C. Application for Prequalification

4. Statement of Compliance for prequalification document

4.1. Statement of compliance to all clauses of this prequalification document to be submitted. Please refer to **Annexure D**.

4.2. Each and every page of this prequalification document shall be signed and stamped by the authorized signatory and submitted with application.

4.2.1. All pages of application, information in annexures and attachments shall be numbered. The same page numbers shall be referred in the compliance sheet and **Annexure B**.

4.3. Templates of required information are annexed and mentioned in the relevant clause.

5. Cost of Prequalification Documents

5.1. The Applicant shall bear all costs associated with the preparation and submission of its application, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.

6. **Language of application/prequalification document.**

6.1. The application, as well as all correspondence and documents relating to the prequalification exchanged between the applicant and the Procuring Agency shall be written in English language.

6.2. Supporting documents and printed literature furnished by the applicant should be in English/Urdu language or translated in English.

7. Documents comprising the application

7.1. The detail of documents/information required for evaluation of applicant's eligibility for prequalification and the score carried by each information have been provided in the evaluation criteria in clause 19 to 25 and **Annexure C**.

PREQUALIFICATION DOCUMENT FOR PURCHASE OF DIET ITEMS F.Y 2024-25

7.2. The applicant shall prepare original documents comprising the application. The application shall be typed and shall be signed by a person duly authorized to sign on behalf of the applicant firm.

7.3. Attachments/documentary evidence must be clearly readable.

8. **Format and Signing of Application** 8.1. The application shall be typed.

8.2. The application must be signed by an authorized signatory(s).

8.3. The person/persons signing the application shall initial all pages of the application, annexures and attachments.

8.4. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person/persons signing the application.

9. Application Submission Form

9.1. The applicant shall prepare an application using the form, on its letter head as per Annexure A.

9.2. This form must be completed without any alteration to its text and format.

10. Pre-Submission clarifications of prequalification documents

10.1. A prospective applicant requiring any clarification of the prequalification documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the clause 1.6. The Procuring Agency shall respond in writing to **any request for clarification of the pre-qualification documents, which it receives not later than seven (07) days** prior to the deadline for the submission of bids prescribed in the Invitation for Bids.

10.3. The Procuring Agency may at its discretion can arrange a pre-submission meeting to answer the queries of applicants, which shall, may be followed by an addendum.

10.4. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective applicants that have received the prequalification documents; 7 days before submission date.

11. Amendment of Prequalification Documents

11.1. At any time prior to the deadline for submission, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, may modify the prequalification documents by amendment.

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11.2. All prospective applicants that have received the prequalification documents shall be notified of the amendment in writing, and modification shall be binding on them.

11.3. In case of issuance of amendment, the Procuring Agency, at its discretion, may extend the deadline for the submission of applications, to give prospective applicants reasonable time to take an addendum into account in preparing their application for prequalification; otherwise, the submission deadline, mentioned in prequalification notice shall be final.

D. Submission

12. Sealing and Identification of Bids

12.1. The Applicant shall enclose the original application in a sealed envelope that shall:

12.1.1. - bear the name and address of the applicant

12.1.2.- be addressed to the Procuring Agency; at the address given in the prequalification document; and bear the Institution/Hospital name and number, indicated in clause 1.6.

12.1.3.- bear the specific identification for this prequalification process indicated in the documents.

12.2. The envelopes shall be marked as "**prequalification document for Purchase of Diet / Dietary Items**" in bold and legible letters to avoid confusion.

12.3. The envelop shall be inscribed by the following sentence: "**DO NOT OPEN BEFORE**", to be completed with the time and the date specified in the prequalification notice, clause 11.3 and 13.

12.4. If the envelope is not sealed and marked properly, the Procuring Agency shall not accept the application.

13. Deadline for Submission of Applications

13.1. Application must be submitted by the applicant by hand and received by the Procuring Agency at the address and venue not later than the time and date specified in the prequalification notice and clause 11.3.

13.2. The Procuring Agency may, at its discretion, extend this deadline for the submission of applications by amending the prequalification documents in accordance with Clause 11.3, in which case all rights and obligations of the

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Procuring Agency and applicant's previously subject to the deadline shall thereafter be subject to the deadline as extended.

14. Late submission

14.1. No application shall be received by the Procuring Agency after the deadline (date and time) for submission of applications prescribed by the Procuring Agency pursuant to clause 13 and its sub clauses.

15. Withdrawal of application

15.1. The applicant may withdraw its application prior to the submission deadline specified in the prequalification notice and clause 13 and its sub clauses.

16. Public Opening of applications

16.1. The Procuring Agency shall open the applications in the presence of applicants' representatives who choose to attend, at the time, on the date, and at the place specified in the prequalification notice and clause 13.

16.2. The applicants' representatives who are present shall sign the attendance sheet as Evidence of their attendance.

16.3. No application shall be rejected at application opening, except for late submission, which shall be returned unopened to the applicant pursuant to Clause 14.1.

16.4. The Procuring Agency shall prepare minutes of the application opening session.

E. Evaluation

17. Preliminary Evaluation

17.1. The Procuring Agency shall examine the applications to determine:

17.1.1. - whether they are complete

17.1.2. - whether required sureties have been furnished

17.1.3. - whether the documents have been properly signed

17.1.4. - whether the applications are generally in order.

17.2. Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each application to the prequalification documents, which confirms to all the terms and conditions of the prequalification documents without any deviation, as per **Annexure B**.

17.3. Application once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at

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the time of issuance of prequalification document and prequalification notice.

18. Confidentiality

18.1. Information relating to the evaluation of applications, and recommendation for prequalification, shall not be disclosed to applicant(s) or any other persons not officially concerned with such process until the notification of prequalification is made to all applicants.

18.2. From the deadline for submission of applications to the time of notification of the results of the prequalification, any applicant that wishes to contact the Procuring Agency on any matter related to the prequalification process, may do so but only in writing.

19. Evaluation criteria – General points

19.1. The Procuring Agency shall use the defined factors, methods, criteria, and requirements to evaluate the qualifications of the applicants. The use of any other methods, criteria, or requirements shall not be permitted.

19.2. The Score system has been designed to cover all aspects of applicant's eligibility for prequalification in a transparent manner.

19.3. All applications shall be evaluated on the basis of multiple factors and in accordance with the evaluation criteria including previous performances, previous experience of similar contracts and financial soundness of company etc. as explained in clause 19 to 25 and **Annexure C**.

19.4. Prequalification status shall be determined on score basis. The applicant scoring **70% marks** will be considered as prequalified. Details of pre-qualification criteria are as given in subsequent clauses.

19.5. If an application is not substantially responsive, it shall be rejected by the Procuring Agency.

19.6. The confirmation of eligibility claims on company's letter head only shall not be acceptable.

19.7. The applicant's claim for eligibility shall be accepted, if supported with valid documents/copies of documents submitted before last date & time of submission of application.

19.8. the prequalification document uploaded on PPRA website or issued by this office with sign and stamp shall be considered as final document.

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20. Evaluation criteria – Minimum Eligibility Criteria (A)

20.1. Copy of valid National Identity Card of Proprietor.

20.2. Certificate of National Tax Number (NTN) and General Sales Tax Number (GST) as active tax payer showing 100% compliance with documentary proof shall have to be provided by the applicant.

20.3. Registration Certificate of Company type, sole proprietor, partnership, public limited or any other.

20.4. Statement of Business turnover of at least 30 Million in any one year since last three years.

20.5. Valid Quality Management System Certificate.

20.6. Signed & Stamped complete Prequalification Documents.

20.7. Original Receipt of the Document.

20.7. Suppliers Affidavit confirming no blacklisting as per Annexure- N.

20.8. The firms fulfilling the above Minimum eligibility requirements shall only be considered for further evaluation (relevant documents to be attached):

Please refer to Annexure C.

21. Evaluation criteria–(B) (Score System) Work Experience, Performance, Financial Positions & Business details.

21.1. Please refer to **Annexure-C**

22. Clarifications from applicants

22.1. To assist in the evaluation of applications, the Procuring Agency may, at its discretion, ask any applicant for a clarification of its application which shall be submitted within a stated reasonable period of time.

22.2. Any request for a clarification and all clarifications shall be in writing.

22.3. If an applicant does not provide clarifications of the information requested by the deadline, the application shall be evaluated based on the information and documents available at the time of evaluation of the application.

23. Responsiveness of applications.

23.1. The Procuring Agency shall determine to its satisfaction whether the application is responsive and qualifies to perform satisfactorily, in accordance with

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the requirements of prequalification document.

23.2. Applications shall be evaluated on score system, which have been designed to maintain a transparent mechanism, which is open for all companies.

23.3. Minimum 70% score shall be mandatory for prequalification and issuance of bidding document.

23.4. The determination shall take into account of the evaluation parameters in clause 19 to 25 and **Annexure C**.

23.5. It shall be based upon an examination of the documentary evidence of the applicant's submitted qualifications, as well as such other information/ premises visit as where the Procuring Agency deems necessary and appropriate.

23.6. An affirmative determination shall be a pre-requisite for prequalification of the applicant. A negative determination shall result in rejection of the application.

23.7. The Procuring Agency shall disqualify the status of an applicant if it finds, at any time, that the information submitted by him concerning his qualification as supplier was false and materially inaccurate or incomplete.

23.8. This pre-qualification shall be valid for purchase of Diet for one year (Extendable with mutual consent, if necessary).

23.9. The bidding document shall be issued to prequalified applicants only.

24. Prequalification of Applicants

24.1. All applicants whose applications have met the specified requirements will be prequalified by the Procuring Agency.

25. Notification of Prequalification

25.1. Once the Procuring Agency has completed the evaluation of the applications it shall notify all applicants in writing indicating their status as to qualified or ineligible.

26. Invitation to Bid

26.1. After notification of the results of the prequalification, the Procuring Agency shall initiate the procurement process and issue the Bidding Documents to the prequalified firms for further process of purchase.

27. Corrupt or Fraudulent Practices

27.1. The Procuring Agency requires that all applicants observe the highest standard of ethics during the prequalification.

27.2. Procuring Agency has defined the following terms, which all stakeholders

are required to refrain from the following:

27.2.1. **"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the prequalification process.

27.2.2. **"Fraudulent Practice"** means 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 or in order to influence the prequalification process.

27.2.3. **"Collusive practice"** is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

27.2.4. **"Coercive practice"** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party in prequalification.

27.2.5. **"Obstructive practice"** is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the prequalification.

27.3. Applicant shall submit an affidavit on stamp paper that the firm has never been involved in any corrupt practices or black listed in any institution of public or private sector, as detailed in clause 20.15 and **Annexure J**.

27.4. The Procuring Agency will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it, at any time, determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing.

28. Contacting/Influencing the Procuring Agency

29.1. No applicant shall contact the Procuring Agency on any matter relating to its application, from the time of the application opening to the time of issuance of bidding document.

29.2. Any effort by an applicant to influence the Procuring Agency in its

decisions on application evaluation will result in the rejection of the application and subsequent blacklisting.

29.3. Canvassing by any applicant at any stage of evaluation for prequalification is strictly prohibited.

29.4. In case of applying extraneous pressures or other unhealthy influences on Procuring Agency, the applicant shall be liable to be disqualified not only for this prequalification but may be black listed and from participation in future prequalification and tenders for 5 years or any other time period declared by Procuring Agency.

29.5. The applicant shall provide a certificate duly attested to the affect that:

29.5.1. Extra payment in the form of commission, over and above the contracted value, has neither been paid nor shall be paid to any authority in Pakistan. (Please refer to **Annexure A**)

29.5.2. The applicant and its shareholders, directors, officers, employees, and agents have not paid nor undertaken to pay, any bribe, pay-off, kick-back or unlawful commission, whether in Rupees or a foreign currency and whether in Pakistan or abroad, given or offered to give any such gifts and presents in Pakistan or abroad, to any official or employee of Procuring Agency or any other person to influence this prequalification process.

30. Right of Procuring Agency to accept or reject Applications

30.1. All applicants whose applications have met the specified requirements will, to the exclusion of all others, be prequalified by the Procuring Agency.

30.2. Decision taken in regard to pre-qualification of applicants shall be final.

30.3. The Procuring Agency reserves the right to reject any or all applications at any time prior to the acceptance of an application and to annul the prequalification process without thereby incurring any liability to applicants as per PPRA 2014.

30.4. The Procuring Agency may upon request communicate to any applicant who submitted the application, the grounds for rejection of any or all applications, but is not required to justify those grounds.

30.5. Notice of the acceptance/rejection of any or all applications shall be given promptly to the concerned applicants that submitted applications.

31. Arbitration and Resolution of Disputes

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31.1. The Procuring Agency and the applicant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the prequalification.

31.2. In case of any dispute concerning the interpretation and/ or application of this prequalification shall be settled through arbitration. **The Secretary Specialized Healthcare & Medical Education Department, Government of the Punjab, Lahore** shall act as arbitrator.

31.3. The decisions of the arbitrator shall be final and binding on the Parties.

32. Applicable Law

33.1. The prequalification process shall be governed by the laws of Islamic republic of Pakistan.

Annexure - A

Letter of Application

On Company's letter head, including full postal address, telephone # fax # and email address etc.

Date:

To,

The Executive Director

Punjab Institute of Mental Health, Lahore.

Procurement of Diet / Dietary Items

Sir,

Being duly authorized to represent and act on behalf of.....
(Hereinafter the "Applicant" as the context so permits).

The undersigned confirms that:

1. The team has reviewed and fully understood all the prequalification information provided.
2. The information provided by us in Annexures and supporting attachments is true and as per guidelines given in this prequalification document.
3. Our firm shall strictly follow the communication instructions during and after the evaluation process.
4. The undersigned declare that the information provided in the duly completed application are complete, true, and correct in every detail.

The undersigned hereby apply to be prequalified for the purchase of Dietary Items / Diet / Food.

Signature & Company Seal

Name of Authorized Signatory of Manufacturer,

Note:

1. **This letter of authority should be on the letter head of the Firm / Company / Traders and should be signed by a person competent.**
2. **It should be included by the Applicant in its application.**

Annexure - B

Document Checklist

S #	Document to be attached	Submitted Yes/No	Page #
1	Copy of valid CNIC.		
2	Certificate of National Tax Number (NTN) and General Sales Tax Number (GST) with documentary proof shall have to be provided by the applicant.		
3	Registration Certificate of Company type, sole proprietor, partnership, public limited or any other.		
4	Statement of Business turnover of 30 Million and above in any one year since last three years.		
5	Original Receipt of purchase of document.		
6	Valid Quality Management System Certificate.		
7	Suppliers Affidavit confirming no blacklisting as per Annexure- J		
8	Company information as per Annexure- D		

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9	Human resource information as per Annexure-E		
10	Experiences and performances		
11	Detail of transport as per Annexure-F		
12	Declaration Annexure-I		
13	Financial status		

Annexure - C

Evaluation Criteria/Score System

The applicants must carefully read the instructions. Non-compliance to the stated instruction may lead to their technical disqualification.

Each page of this annexure shall be signed and stamped by the authorized signatory. No chance will be given for re-submission of any documents.

Name of Firm:

Address:

Phon _____ Fax: _____

e: _____ Website: _____

Email:

Sr. No	Evaluation Parameter	Scores
1.	Company information as per Annexure-D	
1.a	<u>Type of firm:</u>	
i.	Company	4
ii.	Sole Proprietor & Partnership	3
iii.	Other	1
1. b	<u>Status of office / store:</u>	
i.	Own	3
ii.	Rented	1

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1.c	<u>Arbitration History:</u>	
i.	No history	2
iii.	1 time	1
iii.	2 or more times	0

2.	Human resource information per (Annexure-E)	
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	<u>Management Team's Detail:</u>	
i.	Manager with experience in HR management/ Project management of at least 05 years or above. (Attach proof).	2
ii.	Supervisors with minimum experience of least 03 years or above. (Attach proof).	1

3.	<u>Experience & Performance</u>	
----	--	--

3.a	Work experience in supply of Food items (provide award letters & relevant performance certificates). Since last five years	
i.	04- Years or more	4
iii.	03- Years	3
iii.	02- Years	2
iv.	01- Years	1
v.	Less than 01years	0
3.b.	Supply of food items to 500 bed hospital or more (provide award letters & relevant performance certificates).	
i.	03- Hospitals or more	3
ii.	02- Hospitals	2
iii.	01-Hospitals	1

4.	Delivery Transport Information per (Annexure-F)	
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i.	Own	2
ii.	Rented	1

5.	Financials and Legal Status	
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i.	Income Tax Returns last three years. As per Annexure-G	2
ii.	Audit Report duly signed by external Auditor for last 3 years	2
5. a	Statement of annual audited business turnover of Last Three Years.	
i.	Annual turnover less than Rs. 40 million but not less than 30	1

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	million	
ii.	Annual turnover less than Rs. 50 million	2
iii.	Annual turnover more than Rs. 50 million	3
6.	Declaration	
i.	Applicant declaration as per Annexure I	2

Securing 70% Marks will be considered Qualified.

DR. Farakh Abdullah
EXECUTIVE DIRECTOR
PUNJAB INSTITUTE OF MENTAL HEALTH, LAHORE.
PH: +92-042-99203776-77 **PH & Fax:** +92-042-99203773
EMAIL: edpimh@yahoo.com & pimh.purchasecell@gmail.com

Annexure - D

Company Information

Information in this table is required for all offices.

S #	Offices	Address	Own/ Rented	Electricity Bills	Phone/Fax/Email
	Office				

Information in this table is required for all stores/backup stores/warehouse.

S #	Stores	Address	Own/ Rented	Electricity Bills	Phone/Fax/Email
	Store/ warehouse/backup stores				

Please enclose copy of electricity bills. In case of rent, attach rental agreement

Arbitration History

S #	Year	Client	Arbitrator/Moderator	Result

Signature and stamp of the Authorized Contact Person for the Firm

If required the applicant may use landscape orientation

PREQUALIFICATION DOCUMENT FOR PURCHASE OF DIET ITEMS F.Y 2024-25

Annexure - E

Human Resource Information
Management Team's Detail

S #	Name	Designation /Position	Total Experience	ID Number

Please enclose copies of appointment letters, valid ID cards, Experience Certificate.

Annexure - F

Transport Information

Detail of transport.

S #	Name of delivery Transport	Registration No.	Owners Name	Owner/Rental	Location (City)

Please enclose copies of owner's ID card and Registration Book of vehicles. In case of Vehicle on rent provide Rental Agreement.

S #	Year	Annual Business Turnover Million Rs.	Income Tax Paid Million Rs.

Annexure – G

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ation

S #	Name	Contact number (more than one)	Email Address	Address

Signature and stamp of the Authorized Contact Person for the Firm

If required the applicant may use landscape orientation

Annexure - H

KEY CONTACT DETAILS

Signature and stamp of the Authorized Contact Person for the Firm

If required the applicant may use landscape orientation

Annexure I

Applicant’s Declaration

On Company's letter head, including full postal address, telephone # fax # and email address etc.

To,
The Executive Director,
Punjab Institute of Mental Health,
Lahore.

Purchase of Diet / Food Items

I declare that:

I am authorized to represent the Firm specified as the "Firm" for the purposes specified in this Prequalification documents as the "Product".

All the information provided in this application is current, correct and the firm has no reservations with the form.

This application contains all the information as is prescribed in the *Prequalification Documents*. The Firm will follow by all the rules and regulations, formulated by the Procuring Agency, PPRA and Government of the Punjab.

The firm has not been declared ineligible/blacklisted by any Government/ Semi Government Department or Private Organization in Pakistan.

We confirm that no extra payment in the form of commission, over and above the contracted value, shall be paid to any authority in Pakistan. The applicant and its shareholders, directors, officers, employees, and agents shall not pay nor undertaken to pay, any bribe, pay-off, kickback or unlawful commission, whether in Rupees or a foreign currency and whether in Pakistan or abroad, given or offered to give any such gifts and presents in Pakistan or abroad, to any official or employee of Procuring Agency or any other person to influence this prequalification process.

If the Firm does not act by the above stated Declaration, then the Government of Punjab has every right to permanently or temporarily Blacklist the Firm, Managing Directors and Owners.

Signature and stamp of the Authorized Contact Person for the Firm

Name of the Firm:

Name of the Authorized Contact Person for the Firm:

Capacity of the Authorized Contact Person for the Firm:

Date: _____

Note:

**This letter of authority should be signed by a person competent.
It should be included by the Applicant in its application.**

Annexure J Applicant's

Affidavit (On E.Stamp paper of minimum Rs. 100)

To,

The Executive Director

Punjab Institute of Mental Health,

Lahore.

Purchase of Diet / Food Items

We hereby confirm that:

1. Acceptance of terms and conditions / tender bidding documents.
2. The bidder is not convicted from any court of law.
3. The bidder is not blacklisted by procuring agency.
4. The bidder is not declared poor performer by any procuring agency.
5. The above information is correct and true.

Signature and stamp of the Authorized Contact Person for the Firm

Name of the Firm:

Name of the Authorized Contact Person for the Firm:

Capacity of the Authorized Contact Person for the Firm:

Date: _____

ANNEXURE

TENDER FOR PURCHASE OF DIETARY ITEMS FOR THE F.Y 2024-25

Sr. No.	Articles to be Supplied	Per (A/C Unit)	Approximate Quantity	Delivery Schedule	Estimated Cost In Rs.
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PREQUALIFICATION DOCUMENT FOR PURCHASE OF DIET ITEMS F.Y 2024-25

01.	<p>Atta اٹا Wheat bag, any commercially available packaging Original Packing, Branded</p> <p>a). Punjab (National Flour Mill) b). Sunny (Sunny Flour Mill) c). Yadgar (Rehmat Flour Mill) d). Or equivalent (Best Quality) As per indent</p>	Kg	160000-Kg	Fortnightly	33440000
02.	<p>Rice چاول a). Super Basmati, b). Super Kernal Best Quality As per indent Provide sample before supply</p>	Kg	40000-Kg	Monthly	20240000
03.	<p>Cooking Oil کوکنگ ائل (Canola, Canolive, Sunflower) 01-Litre Poly Bag, Commercial Packing Best Quality</p> <p>a) Dalda b) Seasons c) Sufi d) Habib Or equivalent (Best Quality) as per indent</p>	Litre	12500-Litre	Monthly	12581250
04.	<p>Sugar چینی White (Mill Made) with Heavy Crystal Transparent, (sacks packing 50/100Kg), (Best Quality) as per indent Provide sample before supply</p>	Kg	20000-Kg	Monthly	3520000
05.	<p>Tea leaf چائے پتی (Original Company, Any Commercial Packing)</p> <p>a). Lipton (yellow Label) b). Brook Bond (Supreme) c). Tapal Danedar Or equivalent (Best Quality) as per indent</p>	Kg	2500-Kg	Monthly	6875000
06.	<p>Bread ڈبل روٹی (Commercial Pack of 4 slices of Milky Bread)</p> <p>a). Dawn b). Marry Gold c). Bunny's Or equivalent (Best Quality) as per indent</p>	Pack	501000-Packs	Daily	25350600

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07.	Eggs انڈے Wailiti, Fresh, Each egg not less than 60g Printed Production and Expiry date on each Egg. Best Quality as per indent	Dozen	610000-No.	Daily	30866000
08.	Milk Only دودھ (Ultra-Heat Treatment Commercial Tetra Pack) any commercially available packaging a). Milk Pack b). Olpers c). Nur Pur Or equivalent (Best Quality) as per indent	Tetra Pack	310000-LTR	Weekly	99913000
09.	Beef بڑا گوشت Cow, healthy, Fresh, tagged meat for traceability, provide only Ran; it should be without: a). Soaked in Water b). Bone c). Chichras d). Fat e). Khiri f). Charbi The meat should be clean and best quality and already dressed, the meat should be cut into pieces. The contractor will submit delivery challan of the company to Store Keeper and he shall verify by own source (Mobile/ SMS/ Email) etc. a). Zenith b). Meat one c). UVAS Meat Shop d). Green Valley e). Punjab Agriculture and Meat Company (PAMCO) f). LAHM - The Meat Or equivalent (Best Quality) as per indent	Kg	20000-Kg	Weekly	28160000
10.	Chicken چکن Cleaned dressed Broiler/ Arbor/ Shaver without Neck, Skin, Fat, Pota, Intestines, Stomach, liver, Heart and Legs below the knee and should not be soaked in water. The chicken will be cut into small pieces by	Kg	35000-Kg	Daily	32340000

PREQUALIFICATION DOCUMENT FOR PURCHASE OF DIET ITEMS F.Y 2024-25

	<p>contractor at his own expense. a). Zenith b). K&N's c). Menu d). Big Bird e). Green Valley f). Punjab Agriculture and Meat Company (PAMCO) g). LAHM - The Meat Or equivalent (Best Quality) as per indent</p>				
11.	<p>Red Chillies لال مرچ (Powder), 1Kg Commercial packing, Expiry date Shelf Life 80% a). National b). Shan c). Mehran Or equivalent (Best Quality) as per indent</p>	Kg	985-Kg	Monthly	2275350
12.	<p>Dhania Powder دھنیاء پاؤڈر (Best Quality) 1Kg packing Commercial packing, Expiry date Shelf Life 80% a). National b). Shan c). Mehran Or equivalent (Best Quality) as per indent</p>	Kg	250-Kg	Monthly	297000
13.	<p>Haldi ہلدی 1Kg commercial packing, Expiry date Shelf Life 80% a). National b). Shan c). Mehran Or equivalent (Best Quality) as per indent</p>	Kg	250-Kg	Monthly	308000
14.	<p>Garam Masala گرم مصالحہ (Best Quality) 1Kg commercial packing, Expiry date Shelf Life 80% a). National</p>	Kg	250-Kg	Monthly	880000

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	b). Shan c). Mehran Or equivalent (Best Quality) as per indent				
15.	Salt نمک (1Kg or commercial packing), White crystals, Danedar with expiry date mentioned on the pack a). National b). Shan c). Lahori d). Brook Bond Or equivalent (Best Quality) as per indent	Kg	4000-Kg	Monthly	374000
16.	Dal Masoor دال مسور (Desi without chilka, Best Quality) as per indent Provide sample before every supply	Kg	7500-Kg	Monthly	3258750
17.	Dal Chana دال چنا (Desi, Best Quality) as per indent Provide sample before every supply	Kg	7500-Kg	Monthly	2475000
18.	Dal Mong مونگ کی دال (Desi without chilka, Best Quality) as per indent Provide sample before every supply	Kg	7500-Kg	Monthly	2763750
19.	Whole Masoor ثابت مسور (Desi, Best Quality) as per indent Provide sample before every supply	Kg	5000-Kg	Monthly	2365000
20.	Dal Mash (Desi, Without Chilka, Best Quality) as per indent Provide sample before every supply	Kg	7500-Kg	Monthk	9375000
21.	Onion پیاز Large size, dry, Best Quality as per indent	Kg	15000-Kg	Daily	2145000
22.	Potatoes آلو Medium Sized, Fresh Red, Without Sweetness, Best Quality as per indent	Kg	40000-Kg	Daily	5060000
23.	Tomato ٹماٹر Red, Fresh. Medium Sized, Best Quality as per indent	Kg	7300-Kg	Daily	1324950
24.	Ginger ادرک Without Soakage (Best Quality) as per indent	Kg	985-Kg	Daily	953480
25.	Garlic (Lehsan) لہسن Without Soakage (Best Quality) as per	Kg	985-Kg	Daily	482157.5

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Vegetables Seasonal موسمی سبزیان					
Best Quality					
26	Capsicum , Best Quality	Kg	7500-Kg	Daily	1559250
27	Cauliflower , without Dandal-Leaf Best Quality	Kg	12500-Kg	Daily	2048750
28	Brinjal , Best Quality	Kg	7500-Kg	Daily	882750
29	Pumpkin , Best Quality	Kg	12000-Kg	Daily	1452000
30	Tinday , Best Quality	Kg	11000-Kg	Daily	2057000
31	Turnip , Best Quality	Kg	12500-Kg	Daily	1856250
32	Arvi , Best Quality	Kg	7500-Kg	Daily	1584000
33	Torian , Best Quality	Kg	10000-Kg	Daily	1595000
34	Peas , (Without peel), Best Quality	Kg	7000-Kg	Daily	4065600
35	Any other Seasonal Vegetable except Spinach, Best Quality	Kg	20000-Kg	Daily	2420000
Fruits Seasonal موسمی پھل					
36	Malta/ Musammi Best Quality, Per Kg not less than 150-200g each	Kg	8000-Kg	Daily	1760000
37	Kino , Best Quality, Per Kg not less than 150-200g each	Kg	10000-Kg	Daily	2145000
38	Banana , Best Quality, Per Kg without stalks, dandal, not less than 80g, each	Kg	15000-Kg	Daily	3712500
39	Apples , Fresh Ambri, Kala Kulu, Golden, Medium size, not less than 200g, Best Quality	Kg	10000-Kg	Daily	3575000
40	Mango , Fresh Langra, Dusari, Anwar Ratol, Chonsa, Best Quality	Kg	15000-Kg	Daily	4290000
41	Mellon , Best Quality	Kg	10000-Kg	Daily	1650000
42	Garma , Best Quality	Kg	3000-Kg	Daily	561000
43	Peach , Best Quality	Kg	10000-Kg	Daily	2750000
44	Guava , Best Quality	Kg	3000-Kg	Daily	594000
45	Strawberry , Best Quality	Kg	10000-Kg	Daily	3355000
46	Pomegranate , Best Quality	Kg	6000-Kg	Daily	2917200
47	Grapes , Best Quality	Kg	10000-Kg	Daily	4400000
48	Nashpati , Best Quality	Kg	3000-Kg	Daily	841500
49	Aalu Bukhara , Best Quality	Kg	8000-Kg	Daily	3300000
50	Any other Seasonal , except watermelon. Best Quality	Kg	13000-Kg	Daily	4933500
51	Vermicelli , National (Best Quality) a) National b) Bake Parlour or equivalent	Kg	500-Kg	Occasionally	412500

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52	Crushed Khopra, (Best Quality)	Kg	40-Kg	Occasionally	65780
53	Dried Date, (Best Quality)	Kg	40-Kg	Occasionally	34540
Total Estimated Cost					Rs.388441408/-

Note : Contractor will bear the cost of qualitative analysis of food samples at each supply and replace the test sample quantity.