



PUNJAB INSTITUTE OF MENTAL HEALTH, LAHORE

TENDER NOTICE 2023-24



Sealed bids of the following categories, addressed to the Executive Director, Punjab Institute of Mental Health, Lahore, are invited under PPRA Rules 2014 (amended). The bidder participating must not be blacklisted by the procuring agency or by the PPRA in whole Punjab. Bidder must have registration with relevant Tax Departments of Govt.

Sr.#	Description	Last date & time for purchase of documents	Last Date & time for submission of tender	Date, time & Venue for opening of tender
01.	Purchase of Drug Medicine Surgical & Disposable Items/ Medical Devices (Tender-05)	10:00 AM 04-01-2024 to 18-01-2024	10:30 AM 18-01-2024	11:00 AM 18-01-2024
02.	Repair of Bio Medical Machinery (CBC Analyzer-Horiba)	10:00 AM 04-01-2024 to 18-01-2024	10:30 AM 18-01-2024	11:00 AM 18-01-2024
03.	Outsourcing of Repair & Maintenance of Generators	10:00 AM 04-01-2024 to 18-01-2024	10:30 AM 18-01-2024	11:00 AM 18-01-2024

Tender documents containing terms & conditions and quantities where applicable, can be obtained immediately from Purchase Cell of the Hospital, on payment of Rs. 1000/- (non-refundable). After the tender notice published in newspaper a copy of bidding documents is available on the website of Punjab Procurement Regulatory Authority www.ppra.punjab.gov.pk. Separate tenders must be purchased for each of the above-mentioned category.

All bids should be submitted in a single package containing two separate envelopes under **Single stage – two envelope procedure** specified in PPRA Rules, 2014 (amended). Each envelope shall be clearly marked as "Technical Proposal" and "Financial Proposal". Bidder must submit fresh CDR / Bank Guarantee @ 02% of estimated price as a Bid Security (refundable) in the name of Executive Director, Punjab Institute of Mental Health, Lahore with the FINANCIAL Proposal. No tender will be accepted without Bid Security & such tenders will be rejected. Tender will be submitted at the Purchase Cell of Punjab Institute of Mental Health, Lahore. 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.

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

IPL-11224



BIDDING DOCUMENT

1. For the Procurement of Drug Medicine, Surgical & Disposable items / Medical Devices (TENDER-05).
2. Repair of Bio Medical Machinery (CBC Analyzer-Horiba).
3. Outsourcing Repair & Services of Generators.

YEAR 2023-24

**PUNJAB INSTITUTE OF MENTAL HEALTH, LAHORE,
GOVERNMENT OF THE PUNJAB
HEALTH DEPARTMENT
Ph # 042-99203772-6
<https://pimh.punjab.gov.pk/>**

(A)
INVITATION FOR BIDS
FOR THE YEAR 2023-24

1. Punjab Institute of Mental Health invites sealed bids from bidders i.e. Manufacturers/ Sole agents of Foreign Principal, for drug / medicine surgical & disposable items or Authorized Agents/Distributors for surgical & disposable / medical devices items only, having established credentials in terms of Technical, Financial & Management capabilities.
2. Interested eligible bidders may get the bidding documents in the English language at the address mentioned below upon submission of the written application along with payment of the non-refundable tender fee mentioned below in the bidding document. Bidding documents including detailed specification, terms and conditions shall be issued as given below only during office working hours.

Sr. No	Name of Tender	Tender fee (Non-Refundable)	Bid Security @ (Refundable)	Tender Purchasing Last Date & Time	Tender Depositing Date & Time	Tender Opening Date & time
01.	Frame work contract for Purchase of drug medicine surgical & disposable items/ medical devices (Tender-05)	Rs.1000/-	2% of the estimated value	10:00 AM 04-01-2024 to 18-01-2024	10:30 AM 18-01-2024	11:00 AM 18-01-2024

3. **Single Stage – two envelope procedure, as per Rule 38 (2) (a) of PPRA Rules 2014, shall be applied.** The envelopes shall be marked as “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” in bold and legible letters. The financial proposal of the bid found technically non-responsive shall be returned unopened to the respective bidders.
4. Sealed bids are required to be brought in person by the authorized representative of the interested bidders as detailed above positively at Purchase cell, Punjab Institute of Mental Health Jail Road, Shadman, Lahore. The bids received till the stipulated date & time mentioned shall be opened on the same day in the presence of the bidders or their authorized representatives.
5. The bidders are required to submit relevant, concise and to-the-point information as per the bidding document.
6. The bidders are requested to offer the competitive rates for the items, all the detail Terms & Conditions may be seen in the Bidding Document.
7. As per rule 35 of PPRA-14, the procuring agency reserves the right to accept or reject all bids or proposals without assigning any reason.
8. All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules, 2014 (Amended).

EXECUTIVE DIRECTOR
Punjab Institute of Mental
Health, Lahore.

(B) Section -II: Instructions to Bidders (ITB)

Note:- All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the later shall prevail.

2.1. Introduction

- 2.1.1 Scope of Bid**
- i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. The successful Bidders will be expected to deliver, install/ commissioning) the goods within the specified period and timeline(s) as stated in the BDS.
- 2.1.2 Source of Funds**
- i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.
- 2.1.3 Eligible Bidders**
- i) The invitation for Bids is open to all prospective Supplier, Manufacturers registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.) **[to be decided by the Procuring Agency]**, 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 goods to be purchased under this Invitation to Bids [if applicable].
 - 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 the Procuring Agency.
 - v) Punjab Institute of Mental Health invites sealed bids from bidders i.e. Manufacturers/ Sole agents of Foreign Principal, for drug/ medicine surgical & disposable items / medical devices or Authorized Agents/Distributors for surgical & disposable / medical devices items only, having established credentials in terms of Technical, Financial & Management capabilities only subject to any provisions or licensing/regulatory requirements issued by the respective National/ Provincial Professional Statutory Body established for that particular trade or business as mentioned in the bid data sheet.
 - vi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with

one or more parties in this bidding process, if they:

- a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.
 - b) Have controlling shareholders in common; or
 - c) Receive or have received any direct or indirect subsidy from any of them; or
 - d) Have the same legal representative for purposes of this Bid; or
 - e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
- xii) A Bidder may be ineligible if –
- (a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
 - (b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
 - (c) Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
 - (d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;
 - (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
 - (f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule

appended with, Punjab Procurement Rules, 2014.

(g) The firm, supplier and contractor is blacklisted/ debarred by any international organization.

- xiii) Bidders shall provide to the Procuring Agency evidence of their eligibility, and proof of compliance with the necessary legal requirements to carry out the contract effectively.
- xiv) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
- xv) 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. Eligible Goods

- i) All goods to be supplied under the Contract shall have their origin in eligible source countries, defined in the Bid Data Sheet (BDS/Technical Specification), and all expenditures made under the contract will be limited to such goods and related services.
- ii) For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.
- iii) The origin of goods and services is distinct from the nationality of the Bidder. In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.

2.1.5. Cost of Bidding

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

2.1.6. One person one bid

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

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

- i) The goods 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) Technical Specifications
 - (d) Bid Data Sheet
 - (e) General Conditions of Contract (GCC)
 - (f) Special Conditions of Contract (SCC)
 - (g) Schedule of Requirements
 - (h) Bid Form
 - (i) Manufacturer's Authorization Form
 - (j) Bidder Profile Form
 - (k) General Information Form
 - (l) Affidavit
 - (m) Bid Security Form
 - (n) Technical Bid Form
 - (o) Contract Form
 - (p) Financial Bid Form / Price Schedule
 - (q) Performance Guarantee Form
 - (r) Check List
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
- iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.
- 2.2.2. Clarification** i) A prospective Bidder requiring any clarification of the Bidding

of Bidding Documents

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

- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.
- iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the Procuring Agency's response will be uploaded on the website of procuring agency on given date and forwarded to 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.
- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents and by uploading same on the website of the procuring agency. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3. Amendment of Bidding Documents

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

2.3. Preparation of Bids

2.3.1. Language of Bid

- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language. If the supporting document and oriented literature furnished by the bidder is in other language, it will be accompanied by and accurate translation in English.

2.3.2. Bid Form

- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices, packing and strength.

2.3.3. Bid Prices

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

V) Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration / correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be highlighted.

vi. The bidder should quote the prices of goods according to the strength / technical specifications as provided in the Form of Price Schedule and Technical Specifications. The specifications of goods, different from the demand of bid enquiry, shall straightway be rejected.

vii. The bidder is required to offer competitive price. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.

viii. Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. **Conditional offer shall also be considered as non-responsive bidder.**

ix. The Bidder must quote best competitive rates which will not be changed.

2.3.4. Bid Currencies

- i) Prices shall be quoted in **Pak Rupees** for local/DDP items unless otherwise specified in the Bid Data Sheet.

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, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer [Manufacturer's Authorization form No. 8.3] or producer to supply the same in Pakistan;

- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

- (c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped.

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

(e) The Sole Agent / Importer shall have to produce letter of authorization from Manufacturer (Foreign Principal) and in case of Manufacturer, documentary proof including drug manufacturing license / registration certificate, to the effect that they are the original

manufacturer of the required specifications of goods, shall be provided.

(f) National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable) with documentary proof shall have to be provided by each bidder in the tender.

(g) The bidder shall submit an **affidavit** on legal stamp paper of **Rs. 100/-** that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or any Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.

(h) The bidder should have minimum **one-year experience in the market**. Similarly, it is mandatory that the item to be quoted by the bidder / Manufacturer should have availability in the market minimum for the **last one year**. Documentary proof shall have to be provided in this regard.

(i) The bidder is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals.

(j) The bidder must indicate the valid registration number, make of country of origin / Manufacturer of the drugs, capacity of production of the firm, its financial status, batch capacity, necessary assurance of quality production, GMP / cGMP, and list of qualified technical and supervisory staff working in the production and quality control departments in the manufacturing plants.

(k) In case of imported Drugs / Medicines, the profile / credentials of the foreign Manufacturer in the respective foreign country, shall be provided along with bid.

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

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods which the Bidder proposes to supply under the contract.
- ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods offered which shall be confirmed by a **Certificate of Origin** issued at the time of shipment.
- iii) The documentary evidence of conformity of the goods to the Bidding documents may be in the form of literature, drawings, data and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices.
 - (c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating **responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- iv) Where a sample(s) is required by a procuring agency, the sample shall be:
 - (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the **BDS**;

- (b) carriage paid;
 - (c) received on, or before, the closing time and date for the submission of bids; and
 - (d) Evaluated to determine compliance with all characteristics listed in the **BDS**.
 - (e) The bidder must produce along with technical proposal, **three (03) Commercial Samples** of quoted product(s) according to the strength and packing of demand of enquiry. Quantity of commercial sample can be increased for technical evaluation if required. **No technical proposal / bid shall be considered in absence of samples.** The bidders are bound to supply the stock as per approved sample by Technical Committee for Purchase of Drugs / Medicines for the year 2023-24.
 - (f) The representative commercial sample(s) must be from the most recent stocks, supported by valid warranty as per Drugs Act 1976.
 - (g) In case the end users have no experience with the quoted brand, the bidder may be asked to submit samples for trial use. The bidder will be bound to provide the required number of samples for the technical evaluation to proceed.
- vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-
 - (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
 - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
 - vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
 - viii) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
 - ix) **Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods services which the Bidder proposes to deliver.**
 - x) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.

- xi) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7. Bid Security

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid up to bid validity period.
- iv) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than 30 (Thirty) days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPPR-14, which shall take precedence, and is as under:

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

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

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vii) The Bid security may be forfeited:
 - a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - b. In the case of a successful Bidder, if the Bidder:
 - i. Fails to sign the contract in accordance with ITB Clause 2.6.3; **or**
 - ii. Fails to furnish Performance Guarantee in accordance

with ITB Clause 2.6.2; or

- iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

2.3.8. Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of Bid

- i) The Bidder shall prepare and submit only one bid along with original purchase receipt.
- ii) The Bidder shall authorize a person / persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.
- iii) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.
- iv) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.
- v) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be signed and stamped by the authorized person.
- vi) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
- vii) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

- i) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
 - a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
 - b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.
- ii) The inner and outer envelopes shall:
 - a) be addressed to the Procuring Agency at the address provided in the BDS;
 - b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;
 - c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to ITB.2.4.3.
- iii) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.

2.4.2 Deadline for Submission of Bids

- i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet. Bids received through courier services shall not be entertained.
- ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 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) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring Agency prior to the deadline prescribed for submission of Bids.
- ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- iii) No Bid may be modified after the deadline for submission of Bids.
- iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).
- v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
- vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

2.5. Opening and Evaluation of Bids

2.5.1. Opening of Bids by the Procuring Agency

- i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
- ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening-
- iii) Second, outer envelopes marked "SUBSTITUTION" shall be

opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

- iv) Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- v) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
- vi) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) items for which they quoted.
- vii) 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.
- viii) 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)**.
- ix) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- x) 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.

- xi) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.
[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]

2.5.2. Confidentiality

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

2.5.3. Clarification of Bids

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

electronic forms that provide record of the content of communication.

2.5.4. Preliminary Examination

- i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) 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 Supplier 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 responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- iv) If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 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** and **ITB 2.1.4**;
 - b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
 - c) Has been properly signed;
 - d) Is accompanied by the required securities; and
 - e) Is responsive to the requirements of the Bidding Documents.The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
 - f) The Procuring Agency may waive any minor deviation, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any

bidder.

2.5.5. Examination of Terms and Conditions; Technical Evaluation

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

2.5.6. Correction of Errors

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
 - a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
 - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8**.

2.5.7. Conversion to Single Currency

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

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of

opening financial bids, then previous working day's ex-change rates will prevail.

2.5.8. Post-Qualification & Evaluation of Bids

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or package wise evaluation inclusive of prevailing taxes, duties, fees etc.

2.5.9. Contacting the Procuring Agency

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

2.5.10. Grievance Redressal

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found

contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.

- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iv) In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 10 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 and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- v) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter and by email to be confirmed in writing by registered letter, that its Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

2.6.2. Performance Guarantee

- i) Within fifteen (15) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

- 2.6.3. Signing of Contract/
Issuance of Purchase Order**
- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order [as the case may be].
 - ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
 - iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.
- 2.6.4. Award Criteria**
- i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.
- 2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award**
- i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(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 Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

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

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

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

ii) Blacklisting & Debarment:

Blacklisted Bidders i.e. firms/companies/sole proprietor/ distributors etc. and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

Requirements & Procedure for Blacklisting & Debarment:

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

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

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

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

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

As per rule 21 of PPR-14:

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

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

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

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

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

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

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a

representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

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

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

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

of the Authority.

10. The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.
 11. If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.
 12. The Authority shall immediately publish the information and decision of blacklisting on its website.
 13. In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.
 14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.
 15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.
 16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.
 17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”
- iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.
- i) While quoting the rate in a framework contract, the Bidder must consider the following facts:
- a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet.
 - b. The Bidder have to maintain the rates of the goods for the whole financial year.
 - c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

2.6.9. Quantity and volume of the goods to be considered in mind
[Framework Contract Modality]

Section-III. Technical Specifications

Technical specification along with quantities and estimated cost are hereby attached as below (Annexure-I).

Section-IV: Bid Data Sheet		
ITB Reference	Description	Detail
I.B.T Clause 2.3.1	Language of the Bid	English
I.B.T Clause 2.3.4	Bid Currency	Pak Rs. On free delivery to Consignee's end basis including all Ex-work, Transportation, Storage Charges till the destination.
I.B.T Clause 2.3.8	Bid Security	2% of the total estimated price
I.B.T Clause 2.3.9	Bid Validity Period	180 Days
I.B.T Clause 2.2.2	Address for communications: Punjab Institute of Mental Health, Jail Road, Shadma-II, Lahore. Phone: +92(42)-99203776-7 Fax: +92(42)-99203775 Email: edpimh@yahoo.com	
I.B.T Clause 2.6.2	The Performance Guarantee: will be 5% of the total contract amount/value in shape of CDR/Bank Guarantee from any scheduled bank	

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

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	Name of Procuring Agency: Punjab Institute of Mental Health, Lahore. The subject of procurement is: [Framework contract for item wise purchase of Medicine Surgical disposable / medical devices] Period for delivery of goods: [45-Days of Purchase order] Commencement date for delivery of Goods: [after issuing of Purchase/Supply Order]
2.	2.1.2	Financial year for the operations of the Procuring Agency: [2023-24] Name of Project/ Grant (Non-Development): [Government of the Punjab] Name of financing institution: [Government of the Punjab]
3.	2.1.3 (iv)	---
4.		Ineligible country(s) is or are [Government of Pakistan]
5.	2.3.6(iii)	Demonstration of authorization by manufacturer: [Not Applicable]
B. Bidding Documents		
6.	2.2.2	The address for clarification of Bidding Documents is [Executive Director, Punjab Institute of Mental Health, Lahore.]
7.	2.2.2	Pre-bid meeting will be not be held
8.	2.3.9	Only one complete bid shall be submitted in original. Copy of the bid is not required.
C. Bid Price, Currency, Language and Country of Origin		
9	2.3.1	[Language of the Bid is English]
10	2.3.4	The price quoted shall be <u>in Pak Rupees.</u> [price inclusive of incidental services and delivered duty paid (DDP)].
11.	2.3.4	[The price shall be fixed].
12.	2.1.4 (ii)	Country of origin [as per specification]
D. Preparation and Submission of Bids		
13.	2.1.3	Qualification Criteria/Knock down criteria. [mentioned in compulsory parameters (knock down criteria) : -
15.	2.2.2	Bid shall be submitted to: [Office of the Executive Director, Punjab Institute of Mental Health, Lahore.] Street address : [Jail Road, Shadman-II] Building/Plot No. [At Admin Block] Floor/Room No.: [Ground Floor/ Purchase Cell] City/Town : [Lahore].
16.	2.4.2	The deadline for Bid submission is As mentioned above.
17.	2.5.1	Time, date/ Month/ Year, and place for Bid opening.

		[as mentioned above]
18.	2.6.2	Amount of Performance Guarantee is: @5% of the total contract value.
19.	2.3.8	Bid Security is @2% of estimated cost mentioned in the specification sheet against each item.
20.	2.3.9	Bid validity period after opening of the Bid is of 180 Days.
21.	2.3.9	Only One Original Bid to be provided.
E. Opening and Evaluation of Bids		
22.	2.5.1	<p>The Bid opening shall take place at: Office of the Executive Director, Punjab Institute of Mental, Health, Jail Road, Shadman-II, Lahore.</p> <p>Street address : [Jail Road, Shadman-II] Building/Plot No. [At Admin Block] Floor/Room No.: [Ground Floor/Purchase Cell] City/Town : [Lahore]. Country: [Pakistan]</p> <p>Day : [as mentioned above in the schedule] Date: [as mentioned above in the schedule] Time : [as mentioned above in the schedule]</p>
23.	2.3.5	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: [Pak Rupees] The source of exchange rate shall be: [insert the source]</p>
F. Bid Evaluation Criteria		
24.	2.5.8	<p>Criteria to Bid evaluation. [As per rule-31 of PPR-14, a Procuring Agency is required to formulate evaluation criteria listing all the relevant information against which a Bid is to be evaluated.] [Bulk/Framework, item wise and form of contract to be adopted (i.e. DDP, FOR). The Bidding procedure is single stage two envelop procedure.</p>
		The evaluation shall be conducted on item-to-item basis. Each item shall be considered as one package and the bidder shall have to quote for its complete quantity.

EVALUATION CRITERIA

Category:

BID EVALUATION CRITERIA FOR DRUG / MEDICINE (LOCAL MANUFACTURER)

1. Compulsory Parameters (knock Down Criteria)

Failure to comply with any compulsory parameter will result in disqualification of bidder.

PARAMETERS	DOCUMENTS REQUIRED	COMPLIANCE STATUS (Yes/No)
Copy of Valid CNIC		
Bid Security		
Authority Letter		
Batch capacity of quoted items		
Drug Manufacturing/Sale License	➤ Copy of Valid Drug Manufacturing License issued by DRAP (Formerly known as MOH) for manufacturers.	
Drug Registration Certificate (DRC)	Copy of Valid Drug Registration Certificate issued by DRAP (Formerly Known as MOH).	
Active Tax Payer	Valid NTN Certificate and GST Certificate where applicable	
Specifications quoted in the technical offer will be verified from samples provided with the bid. Product that comply 100% with the advertised specifications and fulfill the requirements as per Labeling and Packing Rules 1986 shall be considered for evaluation.	Samples of quoted item. 03 packs of each item.	
A Bidder shall submit an Affidavit that the firm has not been blacklisted/debarred for the last three years on any ground by any Government (Federal, Provincial), a local body or a public sector organization. Furthermore, no batch of quoted items has been declared spurious/adulterated by DTLs of Punjab / any competent labs for the last three years. (On account of submission of false statement, the Bidder shall be disqualified forthwith and subsequently blacklisted)	Undertaking on legal stamp paper of Rs.100/- duly verified by notary public.	
Successful sample evaluation by the End User is mandatory		

Note: In case the end users have no experience with the quoted brand, the bidder may be asked to submit samples for trial use. The bidder will be bound to provide the required number of samples for the technical evaluation to proceed.

The bid complying with compulsory parameter shall be evaluated for below mentioned parameters:

ORDINARY PARAMETER:

Sr #	Parameters	Detail	Total Marks	Remarks																				
1	Past Performance of the Bidder (Last two years) As per Bid Form 4	<p>Major institutions served, Past performance, contract execution:</p> <table border="1"> <tr> <td>i</td> <td>1</td> <td>2</td> </tr> <tr> <td>ii</td> <td>2 to 3</td> <td>4</td> </tr> <tr> <td>iii</td> <td>4 to 5</td> <td>6</td> </tr> <tr> <td>iv</td> <td>6 to 7</td> <td>8</td> </tr> <tr> <td>v</td> <td>8 & above</td> <td>10</td> </tr> </table>	i	1	2	ii	2 to 3	4	iii	4 to 5	6	iv	6 to 7	8	v	8 & above	10	10	The claim requires documentation (Purchase Orders, Delivery Challans & Satisfactory / Good Performance Certificates etc.) from the concerned institution.					
i	1	2																						
ii	2 to 3	4																						
iii	4 to 5	6																						
iv	6 to 7	8																						
v	8 & above	10																						
2	Market experience of quoted product.	<table border="1"> <tr> <td>i.</td> <td>Supply of the quoted product Equivalent or Higher than the advertised quantity in Private Sector Only</td> <td>20</td> </tr> <tr> <td>ii.</td> <td>Supply of the quoted product Equivalent or higher than the advertised quantity in Private & Public Sector.</td> <td>13</td> </tr> <tr> <td>iii.</td> <td>Supply of the quoted product at least 60% of advertised quantity in Private & Public Sector.</td> <td>06</td> </tr> <tr> <td>iv.</td> <td>Supply of the quoted product at least 60% of advertised quantity in Public Sector Only.</td> <td>03</td> </tr> </table>	i.	Supply of the quoted product Equivalent or Higher than the advertised quantity in Private Sector Only	20	ii.	Supply of the quoted product Equivalent or higher than the advertised quantity in Private & Public Sector.	13	iii.	Supply of the quoted product at least 60% of advertised quantity in Private & Public Sector.	06	iv.	Supply of the quoted product at least 60% of advertised quantity in Public Sector Only.	03	20	The bidder shall provide verifiable documentary evidences like commercial invoices along with a summary of sale of quoted product, purchase orders & delivery challan. The bidder shall also provide batch manufacturing record of the product.								
i.	Supply of the quoted product Equivalent or Higher than the advertised quantity in Private Sector Only	20																						
ii.	Supply of the quoted product Equivalent or higher than the advertised quantity in Private & Public Sector.	13																						
iii.	Supply of the quoted product at least 60% of advertised quantity in Private & Public Sector.	06																						
iv.	Supply of the quoted product at least 60% of advertised quantity in Public Sector Only.	03																						
3	Compliance of Quality Standards.	<table border="1"> <tr> <td>i</td> <td>CEA/FDA/WHO</td> <td>20</td> </tr> <tr> <td>ii</td> <td>Any others (international reputed certification / Pre-qualification with Govt./ semi-Govt. & Autonomous Institutions).</td> <td>10</td> </tr> </table>	i	CEA/FDA/WHO	20	ii	Any others (international reputed certification / Pre-qualification with Govt./ semi-Govt. & Autonomous Institutions).	10	20	Valid copies of certificates. (Prequalification from any provincial/federal Govt. institution / department)														
i	CEA/FDA/WHO	20																						
ii	Any others (international reputed certification / Pre-qualification with Govt./ semi-Govt. & Autonomous Institutions).	10																						
4	Financial Status / Capacity of Bidders (Annual Turnover of Last Financial Year)	<table border="1"> <tr> <td>i.</td> <td>1000 Millions & Above</td> <td>10</td> </tr> <tr> <td>ii</td> <td>500 Millions & Above</td> <td>07</td> </tr> <tr> <td>iii.</td> <td>Less than 500 Million</td> <td>05</td> </tr> <tr> <td>iv.</td> <td>Less than 100 Million</td> <td>02</td> </tr> </table> <p>The bidder will provide requisite documents i.e. Federal Board of Revenue document showing the annual sale of the firm.</p>	i.	1000 Millions & Above	10	ii	500 Millions & Above	07	iii.	Less than 500 Million	05	iv.	Less than 100 Million	02	10	Bank Statements are not required. Bidder will provide Tax Returns of the last fiscal year.								
i.	1000 Millions & Above	10																						
ii	500 Millions & Above	07																						
iii.	Less than 500 Million	05																						
iv.	Less than 100 Million	02																						
5	Technical Staff of Manufacturer	<table border="1"> <tr> <td>i</td> <td>Plant Manager</td> <td>B. Pharm PhD/M. Phil</td> <td>02</td> </tr> <tr> <td>ii</td> <td>Production Pharmacist,</td> <td>B. Pharm PhD/ M. Phil</td> <td>02</td> </tr> <tr> <td>iii</td> <td>Quality Control Manager + Analyst</td> <td>B. Pharm/ MSc Chemistry</td> <td>02</td> </tr> <tr> <td>iv</td> <td>In process Quality assurance inspector</td> <td>B. Pharm PhD/M. Phil</td> <td>02</td> </tr> <tr> <td>v</td> <td>Quality Assurance Manager</td> <td>B. Pharm/ MSc Chemistry</td> <td>02</td> </tr> </table>	i	Plant Manager	B. Pharm PhD/M. Phil	02	ii	Production Pharmacist,	B. Pharm PhD/ M. Phil	02	iii	Quality Control Manager + Analyst	B. Pharm/ MSc Chemistry	02	iv	In process Quality assurance inspector	B. Pharm PhD/M. Phil	02	v	Quality Assurance Manager	B. Pharm/ MSc Chemistry	02	10	The bidder is required to attach attested copy of the relevant Degree, appointment letter of concerned technical staff and attach firm's payroll for the last year. (Last year's payroll of the firm is required to ensure enrollment of staff).
i	Plant Manager	B. Pharm PhD/M. Phil	02																					
ii	Production Pharmacist,	B. Pharm PhD/ M. Phil	02																					
iii	Quality Control Manager + Analyst	B. Pharm/ MSc Chemistry	02																					
iv	In process Quality assurance inspector	B. Pharm PhD/M. Phil	02																					
v	Quality Assurance Manager	B. Pharm/ MSc Chemistry	02																					

Sr #	Parameters	Detail		Total Marks	Remarks
6	Active Pharmaceutical Ingredient (API) Source	i	Original Source / Research Molecules	10	Certificate of API Source
		ii	Source Licensed by Original / Accredited with FDA / WHO / EMA	07	
		iii	Other Source	05	
				10	

- Total marks of Ordinary Parameters: 80.
- Qualifying marks in Ordinary parameters: 70% (56 marks) and above.

**BID EVALUATION CRITERIA FOR SOLE AGENTS OF FOREIGN PRINCIPAL /
MANUFACTURERS**

1. Compulsory Parameters (Knock Down Criteria)

Failure to comply with any compulsory parameter will result in disqualification of bidder.

Sr.#	PARAMETERS
01.	Original tender receipt
02.	Bid security
03.	Copy of CNIC of signatory person
04.	Valid Agency Agreement (Translated in English) / Valid Manufacturers Authorization
05.	Valid Drug Sales License
06.	Valid Drug Registration Certificate of quoted product.
07.	Valid quality certification of FDA/JPMHLW/WHO/EMA/MDD CE / Valid GMP Certificate
08.	Undertaking on judicial stamp paper of Rs.100/- duly verified by notary public regarding Non-Declaration of Spurious/Adulterated batch by DTLs of the Punjab/any Competent Lab of quoted item for the last three years.
09.	A Bidder shall submit an affidavit on legal stamp paper of Rs.100- duly verified by notary public that their firm has not been blacklisted for the last three years on any ground by any Government (Federal, Provincial), a local body or a public sector organization. (On account of submission of false statement, the Bidder shall be disqualified forthwith and subsequently black listed).
10.	Copy of form 29 (article of association of the companies)
11.	Minimum Three Packs of samples quoted items for evaluation. Product that comply 100% with the advertised specifications and fulfill the requirements shall be considered.
12.	Successful sample evaluation by the End User is mandatory

Note: In case the end users have no experience with the quoted brand, the bidder may be asked to submit samples for trial use. The bidder will be bound to provide the required number of samples for the technical evaluation to proceed.

The financial bids of only technically accepted bidders will be opened publicly at a time to be announced by the Procuring Agency and the financial bids found technically non-responsive shall be returned un-opened to the respective Bidders after the completion of award of contract.

MARKING CRITERIA FOR SOLE AGENTS

Sr #	Parameters	Detail	Total Marks												
1	Bidder & Manufacturer Relationship	<p>Sole Agent Certification from Manufacturer</p> <table border="1"> <tr> <td></td> <td>Less than one year will not be considered</td> <td></td> </tr> <tr> <td>i.</td> <td>Upto 2 years</td> <td>05</td> </tr> <tr> <td>ii.</td> <td>Upto 5 years</td> <td>10</td> </tr> <tr> <td>iii.</td> <td>More than 5 years</td> <td>20</td> </tr> </table>		Less than one year will not be considered		i.	Upto 2 years	05	ii.	Upto 5 years	10	iii.	More than 5 years	20	20
	Less than one year will not be considered														
i.	Upto 2 years	05													
ii.	Upto 5 years	10													
iii.	More than 5 years	20													
2	Local Market Business	<p>How many years the quoted product is being marketed in Pakistan? (The bidder shall provide verifiable documentary evidences like commercial invoices along with a summary of sale of quoted product, purchase orders & delivery challan. Less than one year will not be considered).</p> <table border="1"> <tr> <td>i.</td> <td>Upto 2 years</td> <td>05</td> </tr> <tr> <td>ii.</td> <td>Upto 5 years</td> <td>10</td> </tr> <tr> <td>iii.</td> <td>Upto 9 years</td> <td>20</td> </tr> <tr> <td>iv.</td> <td>More than 09 years</td> <td>25</td> </tr> </table>	i.	Upto 2 years	05	ii.	Upto 5 years	10	iii.	Upto 9 years	20	iv.	More than 09 years	25	25
i.	Upto 2 years	05													
ii.	Upto 5 years	10													
iii.	Upto 9 years	20													
iv.	More than 09 years	25													
3	Compliance of Quality Standards	<table border="1"> <tr> <td>i.</td> <td>FDA / WHO approved</td> <td>20</td> </tr> <tr> <td>ii.</td> <td>Others</td> <td>10</td> </tr> </table>	i.	FDA / WHO approved	20	ii.	Others	10	20						
i.	FDA / WHO approved	20													
ii.	Others	10													
4	International Testing (foreign principal / manufacturer)	<table border="1"> <tr> <td></td> <td>Reports of WHO Accredited International Labs performed on the product through any Procuring Agency.</td> <td></td> </tr> <tr> <td>i.</td> <td>1-2 Labs</td> <td>07</td> </tr> <tr> <td>ii.</td> <td>3 or more</td> <td>10</td> </tr> </table>		Reports of WHO Accredited International Labs performed on the product through any Procuring Agency.		i.	1-2 Labs	07	ii.	3 or more	10	10			
	Reports of WHO Accredited International Labs performed on the product through any Procuring Agency.														
i.	1-2 Labs	07													
ii.	3 or more	10													
5	Export of Quoted product (foreign principal / manufacturer)	<table border="1"> <tr> <td>i.</td> <td>Developed Countries 3-5 Countries 07 marks Above 5 Countries 10 marks</td> <td>10</td> </tr> <tr> <td>ii.</td> <td>Other countries (1 mark per country maximum marks 10)</td> <td>10</td> </tr> </table>	i.	Developed Countries 3-5 Countries 07 marks Above 5 Countries 10 marks	10	ii.	Other countries (1 mark per country maximum marks 10)	10	10						
i.	Developed Countries 3-5 Countries 07 marks Above 5 Countries 10 marks	10													
ii.	Other countries (1 mark per country maximum marks 10)	10													

- Total marks of Ordinary Parameters: 85.
- Qualifying marks in Ordinary parameters: 60% (51 marks) and above.

BID EVALUATION CRITERIA FOR SURGICAL DISPOSABLE/MEDICAL DEVICES (LOCAL MANUFACTURERS / SOLE AGENTS/ DISTRIBUTERS)

Sr.#	PARAMETERS
01.	Original tender receipt
02.	Bid security
03.	Copy of CNIC of signatory person
04.	Valid Agency Agreement (Translated in English) / Valid Manufacturers Authorization
05.	Valid Drug Manufacturing License (for Manufacturer) / Valid Drug Sales License (for Importer/valid establishment registration certificate/device enlistment certificate)
06.	Valid Drug Registration Certificate of quoted product.
07.	Valid quality certification of FDA/JPMHLW/WHO/EMA/MDD CE / Valid GMP Certificate
08.	Valid free sale certificate indicating that the quoted product is freely available in the country of manufacturer. This certificate must be issued by relevant authority of the country of origin duly legalized / notarized & translated into English. (For Sole Agents)
09.	Past Experience of quoted product in Government/Semi Govt./Private Hospitals for at least last one year. (The bidder shall attach purchase orders/delivery challan etc.
10.	Undertaking on judicial stamp paper of Rs.100/- duly verified by notary public regarding Non-Declaration of Spurious/Adulterated batch by DTLs of the Punjab/any Competent Lab of quoted item.
11.	A Bidder shall submit an affidavit on legal stamp paper of Rs.100- duly verified by notary public that their firm has not been blacklisted for the last three years on any ground by any Government (Federal, Provincial), a local body or a public sector organization. (On account of submission of false statement, the Bidder shall be disqualified forthwith and subsequently black listed).
12.	Minimum Three Packs of samples quoted items for evaluation. Product that comply 100% with the advertised specifications and fulfill the requirements shall be considered.
13.	Successful sample evaluation by the End User is mandatory.
14.	Notarized letter of authorization from manufacturer
15.	Valid ISO 1348, incase of auto disable/reverse prevention syringes only.

The financial bids of only technically accepted bidders will be opened publicly at a time to be announced by the Procuring Agency and the financial bids found technically non-responsive shall be returned un-opened to the respective Bidders after the completion of award of contract.

Note:

1. In case the end users have no experience with the quoted brand, the bidder may be asked to submit samples for trial use. The bidder will be bound to provide the required number of samples for the technical evaluation to proceed.
2. Any directions / instructions / guidelines issued Government of Pakistan, Ministry of National Health Services, Regulations and Co-ordinations, may also be applicable.
3. Incase of Distributers point No.04 will not be applicable.

G. Award of Contract

2.6.5	Percentage for quantity increase or decrease is:, but not more/ less than 15% of total awarded quantity.
2.6.2	The Performance Guarantee shall be: [05 percent of the Contract Price]
2.6.2	The Performance Security (or guarantee) shall be in the form of: [Bank Guarantee, Bank call-deposit (CDR)]

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 Supplier, 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 Supplier 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 Supplier is required to supply to the Procuring Agency under the Contract.
- (d) "The Services" means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Supplier 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 Goods & Services, as named in SCC.
- (h) "The Procuring Agency's country" is the country named in SCC.
- (i) "The Supplier" means the Bidder or firm supplying the Goods and 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

[where applicable]

3.1. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2. For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from ~~which~~ **where** the Services are supplied. Goods are produced when, through

manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

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

4. Standards

4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

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

5.1. The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier 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 Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

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

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

6. Patent Rights

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

7. Performance Guarantee

7.1. Within fifteen (15) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

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

7.3. As per Rule-56 of PPR-14, the performance guarantee shall be

denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

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

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

8. Inspections and Tests

8.1. The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.

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

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

8.4. The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.

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

8.6 Submission of Samples: Labeling and Packing of the product would be examined in accordance with Labeling and Packing Rules 1986 of the Drugs Act 1976. The Supplier shall provide the same quantity **free of cost** of awarded product to Procuring Agency as

replacement to the samples sent to DTL for physical & chemical analysis or the cost of samples will be deducted from final bill/payment.

8. Ensuring intimation of storage arrangements: To ensure storage arrangements for the intended supplies, the Supplier shall inform the Consignee one week in advance.

9. Inspections and Test / Analysis

i. The Procuring Agency or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Agreement specifications at no extra cost to the Procuring Agency.

ii. The inspection team of Procuring Agency shall inspect the quantity, specifications of goods and send sealed samples from each batch to DTL, Punjab for quality test. The cost of such lab tests shall be borne by the Manufacturer/ Supplier.

iii. The Inspection Committee will carry out detailed physical examination of stocks and can reject, even if it is declared of standard quality by DTL, Punjab, if not according to the approved samples and other technical specifications like packaging, labeling, printing and quantity etc. Moreover, the supplier will also be responsible to replace the unconsumed expired stocks without any further charges.

iv. The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Consignee's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the goods shipment from the manufacturing point.

v. The supplier will be responsible for free replacement of stocks if it is not found to be of the same specifications as required in the Invitation of Bids i.e Substandard /Spurious / Misbranded. Moreover, it will replace the unconsumed expired stores without any further charges.

vi. Nothing in General Conditions shall in any way release the Supplier from any warranty or other obligations under this Agreement.

vii. The quantity of stores sent as sample to DTL Punjab for test analysis will be replaced in equivalent by the supplier. The amount of the samples will be deducted from final payment.

10. Chemical and physical examination of medicines

I. All the Drugs / Medicines shall be acceptable subject to chemical and physical examination. The chemical examination shall be carried out through the Provincial Drugs Testing Laboratories. The Inspection Committee constituted by the Consignee shall carry out the physical examination after receipt of supplies and samples will be sent to DTL for standard test/ analysis report. If the facility for test / analysis is not available with the Laboratories of Government of Punjab & Government of Pakistan, the batch release certificate and test analysis report of quality control / quality assurance department of the manufacturer can be carried out in a Laboratory nominated by the Procuring Agency. Cost of such tests shall be borne by the manufacturer / supplier firm.

9. Packing

9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their

final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and Documents

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

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

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

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

11. Insurance

11.1. The Goods supplied under the Contract shall be delivered on DDP basis where the seller has the responsibility of insurance.

12. Transportation

12.1. The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, including (details to be decided by Procuring Agency as per requirement) insurance and storage, as shall be specified in the Contract, and related costs shall be included in the Contract Price.

13. Warranty

15.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for _____ [to be decided by the

Procuring Agency] year/months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for _____ [to be decided by the Procuring Agency] year/months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

15.6. The Drugs / Medicines shall be accompanied by the necessary warranty on **Form 2-A (on judicial paper)** in accordance with the provision of the Drugs Act, 1976 and rules framed there under. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

16. Payment

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

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

16.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory.

16.4. The currency of payment is Pak Rupees.

17. Prices

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

18. Change Orders

18.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be

furnished under the Contract are to be specifically manufactured for the Procuring Agency;

- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

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

19. Contract Amendments

19.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

20. Assignment

20.1. The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

21. Sub-contracts

21.1. The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2. Subcontracts must comply with the provisions of GCC Clause 20.

22. Delays in the Supplier's Performance

22.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements-

22.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier 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 Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the

extension shall be ratified by the parties by amendment of Contract.

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

23. Liquidated Damages

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

24. Termination for Default

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

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

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

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

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

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

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

25. Force Majeure

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

25.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier'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 Supplier, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Supplier 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 Supplier shall continue to perform its obligations under the

Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

26. Termination for Insolvency

26.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, 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.

27. Termination for Convenience

27.1. The Procuring Agency, by written notice sent to the Supplier, 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 Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2. The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

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

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

29. Governing Language

29.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

31. Notices

31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

31.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be.

Section-VI. Special Conditions of Contract

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

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

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

GCC 1.1 (i)—The Supplier is:

Sample Provision

GCC 1.1 (j)—The Project Site is: [if applicable]

2. Country of Origin (GCC Clause 3)

[All countries and territories as indicated in Section IV, BDS, of the Bidding documents, as ineligible may be mentioned here]

3. Performance Guarantee (GCC Clause 7)

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) percent of the Contract Price]

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

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows: [if so required by the Procuring Agency]

5. Packing (GCC Clause 9)

GCC 9.2—[This SCC shall supplement GCC Clause 9.2, exact details of the requisite packages be provided]

6. Delivery and Documents

(GCC Clause 10) [format of contract is to be decided by the Procuring Agency, however, a model provision for DDP is as follows]

Sample provision (DDP terms)

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring Agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring Agency:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount with warranty
- (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note,

- or a multimodal transport document) which the buyer may require to take the goods;
- (iii) copies of the packing list identifying contents of each package;
 - (iv) insurance certificate ;
 - (v) Manufacturer's or Supplier's warranty certificate;
 - (vi) Where applicable (Pre shipment/ port/ Procuring Agency Delivery site, inspection certificate), issued by the Procuring Agency nominated inspection agency, and the Supplier's factory inspection report (Inspection type depends on the nature of procurement and volume of procurement); and
 - (vii) Certificate of origin.

[Other similar documents should be listed, depending upon the Incoterm provisions.]

7. Insurance

(GCC Clause 11) [where applicable]

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller's responsibility. Since the Insurance is seller's responsibility, they may arrange appropriate coverage.

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are: The price of all types of incidental services quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract.

09. Warranty

(GCC Clause 15) [for Medicine/Medical devices: [Manufacturer's certificate of warranty under Drugs Act 1976/DRAP Act 2012 & rules framed there under for the items covered in drug act]

10. Sample provision

The bidder shall provide three (03) packs of commercial samples of their quoted brand along with its bid (for medicine). Sample submission is mandatory. Certificate regarding fulfillments of requirements under Bio safety Act. 2005 and the rules framed there under must be attached for Vaccines/Sera, Biotechnical products etc. For thermo labile items for which storage temperature is 2-8 degree centigrade. The firm shall be bound to produce batch wise cold chain data from the source of origin & thermo log data from factory to Consignee's end. Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4.

11. Payment (GCC Clause 16)

Sample provision

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

Payment for Goods supplied: [to be decided by the Procuring Agency as per rule-62 of PPR-14]

Payment may be made in Pak. Rupees in the following manner: (to be decided by the Procuring Agency)

- (i) L.C Modality.
- (ii) Running Bill modality.
- (iii) Lump sum modality.

12. Prices (GCC Clause 17)

Sample provision

GCC 17.1—Prices shall be fixed and shall not be adjusted.

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction:

[Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price after that Procuring Agency may proceed for the termination of contract along-with other remedies available under PPR-14.]

14. Resolution of Disputes (GCC Clause 28)

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

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be:English

16. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

17. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency's address for notice purposes: Punjab Institute of Mental Health, Lahore.

—Supplier's address for notice purposes:

19. Product Specifications.

(Detailed technical specifications, given in Award of Framework Contract, will be followed)

Labeling and Packaging

- i. The manufacturer shall follow the Drugs (Labelling and Packing) Rules 1986, framed under the Drugs Act, 1976.
- ii. However, the name of Drug / Medicine (Generic & Brand), equally prominent, should be printed/ written in indelible ink both in English and Urdu on the outer cartons and on each Pack, Bottle, Strip/ Blister, Tubes etc. Besides the name and principal place of business of the Manufacturer, the drug manufacturing license No., manufacturing date, expiry date, registration No., batch No., retail price, and Urdu version namely: name of drug, dosage and instructions, should also be written on the outer carton and on the most inner container in bold letters. All tablets shall be supplied in aluminium strip / blister pack. Expiry date must be printed on each aluminium strip / blister. The syrup should be supplied in glass / pet bottle with sealed caps.

Additional instructions for packing

- i. The suppliers are required to furnish the Warranty certificate with regard to the potency and stability (Including colouration of medicines) of the Drug for human consumption etc. in accordance with the Drug Act, 1976 on judicial paper.
- ii. The bidder shall supply the drugs/medicines in **special green packing with Logo of the Government of Punjab**. The following wording/insignia shall be printed in bold letters in English in indelible **red color ink** on each carton, pack, bottle, strip / blister, tubes, vial / ampoule etc. **In case of items supplied by the foreign manufacturer the mentioned condition can be relaxed by the Procuring Agency in the latest of labeling and packaging rules 1986.**

**“NOT FOR SALE”
“PUNJAB GOVERNMENT PROPERTY”**

Shelf life

- i. The shelf life must be up to **85%** for the locally manufactured drugs and **75%** for the imported drugs.
- ii. The lower limit of the shelf life must be up to **80%** and **70%** with imposition of **1% penalty** charges of actual shortfall in shelf life below prescribed limit for locally manufactured and imported medicines respectively.

e). Testing/Verification Procedures

- i. After delivery of drugs and medicines at PIMH, Lahore, the Procuring Agency shall send the samples from each batch to the Drugs Testing Laboratory, Punjab for testing. The Inspection Committee constituted by the Procuring Agency shall inspect the quantity, specifications of goods after receipt of standard quality report from DTL concerned. The cost of the lab tests shall be borne by the Supplier.
- ii. In case of substandard / failure report of any batch, the Supplier has the right to go for appellate laboratory. If it is again declared substandard, the Supplier will be intimated and they will be bound to resupply the entire fresh stock of that batch free of cost within the reasonable time period to be intimated by the Procuring Agency but not later than 21 days (three weeks) from the date of intimation, which will be subject to completion of all testing and verification formalities. At the parallel, the case will also be forwarded to the PQCB (provincial quality control board) for legal action as per Drugs Act 1976 and disposal of substandard stocks.
- iii. The Inspection Committee will carry out detailed physical examination of stocks and can reject, even if it is declared of standard quality by DTL, if found not according to the technical specifications. **Moreover, the Supplier will also be responsible to replace the unconsumed expired stocks without any further charges.**

Section-VII. Schedule of Requirements

The supplies shall be delivered in accordance with the Purchase Orders issued by The Executive Director Punjab Institute of Mental Health, Lahore as per requirements: -

Respective Consignee's End: Executive Director Punjab Institute of Mental Health, Lahore.
Free delivery to Consignee's end (DDP) basis:

MODE OF PENALTY	DELIVERY OF 100% QUANTITY AS PER PURCHASE ORDER
Without Recovery of Late Delivery Charges	45- days for local & imported items. (In case of special quota medicines / items the delivery period will be calculated after the issuance of NOC from DRAP / Ministry of Narcotics Control).
With Recovery of Late Delivery Charges @ 0.067 % per day	In case the supplier firm fails to adhere the delivery schedule then, its status will be considered blacklisted until and unless, the firm provides genuine reasons for delay in the supplies and it will be the discretion of the Executive Director, Procuring Agency to accept the supplies. However, this acceptance will be subject to the imposition of the Late Delivery Charges at the uniform rate of 2% per month / 0.067% per day.
Risk Purchase	After expiry of prescribed delivery period the Procuring Agency may proceed for risk purchases (at the risk & cost of defaulter) to ensure the un-interrupted healthcare services to the patients.

Section-VIII: Sample Forms
8.1 Bid Form

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

Date: _____

To: [Executive Director, Punjab Institute of Mental, Health, Lahore.]

Gentlemen and/or Ladies:

Having examined the Bidding documents, 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 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of [180] days from the date fixed to Bid opening under Clause 2.3.8 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Name and address of goods provider	Amount and Currency
_____	_____
_____	_____
_____	_____

(if none, state "none")

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

Dated this _____ day of _____ 20_____.

[signature] _____
[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.2 Bidder's JV Members Information Form (NOT APPLICABLE)

8.3. Manufacturer's Authorization Form

[To be signed and stamped by the Bidder and to be attached with Technical Bid]

[See Clause 2.3.6 (iii) of the Instructions to Bidders.]

To: [name of the Procuring Agency]

WHEREAS [name of the Manufacturer], who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Agent] to submit a Bid, and subsequently negotiate and sign the Contract with you against for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation to Bids.

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.

8.4. Bidder Profile Form

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

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

a) Audited Financial Statement Attachment/Income Tax Returns (Last ____ years)

Yes	No
-----	----

b) Details of Experience (Last ____ Years)

(i)	Similar Project (Agency/Department)	Item Name
(ii)	Value of total Projects/Tenders/POs	Amount

c) Staff Detail and last month Payroll

Yes	No
-----	----

[The Procuring Agency should formulate Bidder Profile Form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise/package wise and form of contract to be adopted (i.e. DDP, CIF, C&F, FOR, FOP etc. if applicable). However, for a standard procurement/contract, contents of a generalized Bidder Profile Form may be as provided above.]

8.5. General Information Form

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

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

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

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

8.6. Affidavit

[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]

Name: _____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

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

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

- (i) The firm is not currently blacklisted by the Procuring Agency.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.

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

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.7. Performance Guarantee Form

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

To, [name and address of the Procuring Agency]

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

1. [Please insert details].
(Here in after called "the Contract").

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

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

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

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

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

8.8. Technical Bid Form

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

Sr. No.	Item name	Brand name with Country of Manufacturer	Make & model	Quantity	Country of Origin	Specifications dimensions

Stamp & Signature of Bidder _____

8.9. Contract Form

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

THIS AGREEMENT made on the _____ day of _____ 20____ between [name of Procuring Agency] of [country of Procuring Agency] (hereinafter called "the Procuring Agency") on the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") on the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and 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 Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring Agency's Notification of Award.
- (g) Contract agreement
- (h) Complete Bidding document

3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, 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 Supplier)

8.10. Financial Bid Form/Price Schedule

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

Sr. No.	Item name	Specifications/ dimensions	Country of Origin	Brand name, make & model	Unit price (inclusive of all taxes & duties etc.)	Quantity	Total price (inclusive of all taxes & duties etc.)	Total price (in words)
Total price in figures								
Total price in words								

Total Bid value (against which a Bid shall be evaluated) in figure.

Total Bid value (against which a Bid shall be evaluated) in words.

Note:

In case of difference between unit price and total price, unit price shall prevail and total price shall be "final". (Please refer ITB clause 2.5.6).

In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.

Stamp & Signature of Bidder _____

8.11. 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 goods] (hereinafter called "the Bid").

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

THE CONDITIONS of this obligation are:

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

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

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

[Signature of the bank]

Section IX- Check List

[To be signed and stamped and presented on Bidder's letter head pad]

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

Sr. #	Detail	Responsive	Non-responsive
1	Original receipt for purchase of tender along with Standard Bidding Documents.		
2	2% Bid Security of estimated cost of articles / items given by the department. The Bid security must be submitted with technical proposal.		
3	All required samples must be submitted with the bid in the Purchase Cell of Punjab Institute of Mental Health, Lahore.		
4	Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old		
5	Copy of active Registration with Sales Tax Authorities (STRN) with 100% compliance		
6	Copy of active Registration (Professional Tax Certificate)		
7	Technical Bid Form (as per form 8.9 of Bidding documents) on letter head of the firm duly signed and stamped.		
8	Financial Bid Form (as per form 8.1 of Bidding documents) on letter head of the firm, duly signed and stamped.		
9	Bid Security Form (as per form 8.11 of Bidding documents) on letter head of the firm, duly signed and stamped.		
10	Performance Guarantee Form (as per form 8.7 of Bidding documents) on letter head of the firm, duly signed and stamped.		
11	General Information Form (as per form 8.5 of Bidding documents) on letter head of the firm duly signed and stamped.		
12	Affidavit(as per form 8.6) on non-judicial Stamp Paper of Rs. 100/- (i) The firm is not currently blacklisted 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. Affidavit for correction of information Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.		
13	i. Work order / supply order / purchase order of previous relevant experience. ii. Company profile. Staff list along with location and address [where applicable]. iii. Income Tax Returns/Audited Financial Statement, National tax number Certificate, General Sale Tax Number Certificate (last 03 year). iv. Bidders profile Form (as per form of Bidding documents) on letter head of the firm, duly signed and		

stamped.		
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Stamp & Signature of Bidder _____

Annexure-I

**ANNUAL DEMAND FOR 5th TENDER FOR PURCHASE OF
DRUGS/MEDICINES/SURGICAL & DISPOSABLE ITEMS FOR FY 2023-24
PUNJAB INSTITUTE OF MENTAL HEALTH, LAHORE**

SR #	T.E #	MEDICINE NAME	ANTICIPATED DEMAND FOR 2023-2024	TOTAL ESTIMATED COST
1.	2	Inj. Flupenthixol Decanoate 40 mg / 2ml	7000	3525200
2.	3	Inj. Zuclopenthixol Accuphase 100 mg /2ml	3000	1624110
3.	4	Inj. Zuclopenthixol Depot 200 mg /ml	7000	3965990
4.	5	Inj. Haloperidol 5mg/ml	20000	215200
5.	6	Tab. Zuclopenthixol 25 mg	25000	586500
6.	7	Tab. Haloperidol 5 mg	600000	540000
7.	9	Risperidone Oral Sol. 1mg/ml (bottle of 120ml or less)	1000	294000
8.	14	Tab. Lithium Carbonate 400mg	25000	150000
9.	24	Inj. Diazepam 10mg/2ml	1000	10000
10.	27	Inj. Procyclidine 10mg/2ml	40000	1499200
11.	31	Tab/ Cap Cefixime 400mg	10000	700000
12.	32	Tab. Metronidazole 400mg	30000	65400
13.	33	Tab/Cap Amoxicillin/clavulanic acid 625mg	50000	1908000
14.	34	Tab. Linezolid 600 mg	1000	116000
15.	35	Inf. Moxifloxacin 400mg/250ml	500	215000
16.	36	Inj. Tazobactam+Piperacillin 4.5g	240	238800
SR #	T.E #	MEDICINE NAME	ANTICIPATED DEMAND FOR 2023-2024	TOTAL ESTIMATED COST

17.	37	Tab. Azithromycin 500 mg	1000	58420
18.	38	Inj. Ceftriaxone 1gm	2000	150000
19.	39	Inf. Metronidazole 100ml	2000	308000
20.	40	Tab Mebendazole 100mg	400	2280
21.	41	Tab Serratiopeptidase 10mg	400	3960
22.	42	Tab. Thyroxine 50mcg	1000	1620
23.	43	Tab Artimether /Lumefantrine 80/480 mg	500	36150
24.	47	Tab. Propranolol 10 mg	12000	25680
25.	48	Tab. Bisoprolol 2.5mg	6000	54900
26.	49	Tab. Aspirin Enteric Coated 75 mg	10000	20900
27.	50	Inj Lignocaine HCl 2% 10 ml	300	7890
28.	51	Lignocaine HCl gel 2%	100	7500
29.	52	Inj Propofol 1% 20 ml	240	64800
30.	53	Inj Suxamethonium 100mg/2ml	150	5550
31.	54	Inj. Diclofenac Sodium 75mg/3ml	5000	21200
32.	56	Inf. Paracetamol 1g/100 ml	2000	250000
33.	57	Tab. Paracetamol 500 mg	100000	300000
34.	58	Tab. Ibuprofen 400 mg	45000	122850
35.	59	Cap. Tramadol 50mg	100000	500000
36.	60	Tab. Orphenadrine+Paracetamol (50mg+650mg)	70000	350000
37.	62	Tab. Metformin 500 mg	50000	60500
38.	63	Tab. Glimepiride 2 mg	10000	130000
39.	64	Tab. Dapagliflozin 5 mg	5000	106750
SR #	T.E #	MEDICINE NAME	ANTICIPATED DEMAND FOR 2023-2024	TOTAL ESTIMATED COST
40.	65	Insulin human isophane suspension) 100 units/mL	30	19470
41.	66	Insulin 70/30 (insulin human isophane	300	182133

		suspension and insulin human injection) 100 units/mL		
42.	67	Regular Human Insulin 100 units/mL	30	19470
43.	69	Tab. Cetrizine 10mg	100000	160000
44.	70	Tab. Chlorpheniramine Maleate 4 mg	20000	9200
45.	71	Inj. Promethazine 50mg/2 ml	20000	127000
46.	72	Syp. Sodium Picosulfate 7.5mg/ml (bottle of 120ml or less)	1000	126000
47.	73	Cap. Loperamide 2mg	20000	32000
48.	74	Tab. Domperidone 10mg	40000	39200
49.	75	Tab. Drotaverine 40mg	3000	23940
50.	77	Ointment Bacitracin 500IU/g + Polymixin B sulphate 10000IU/g 10g/20g Tube	3000	237090
51.	78	Silver Sulfadiazine cream 1% w/w (Tube of 50g or less)	100	7800
52.	80	Inj. Iron Sucrose 100mg/5ml	1000	423000
53.	81	Cap. Ferrous Sulphate B.P. 150 mg, Folic Acid B.P. 0.5 mg	50000	235000
54.	82	Inj. Mecobalamine 500mcg/ml	4000	550800
55.	83	Syp. Terbutaline Sulphate 0.3mg/ml (bottle of 60 ml or less)	5000	265000
56.	84	Infusion 0.9% Normal Saline 500 ml	3000	330000
57.	85	Infusion 5% Dextrose Water 1000 ml	2000	118000
58.	86	Infusion 5% Dextrose Saline 1000 ml	2000	118000
59.	87	Infusion 25% Dextrose Water 25 ml	2000	44000
SR #	T.E #	MEDICINE NAME	ANTICIPATED DEMAND FOR 2023-2024	TOTAL ESTIMATED COST
60.	88	Oral Rehydration Salt (Sodium Chloride , Trisodium citrate dihydrate , Potassium Chloride , Glucose	40000	800000
61.	89	Inj. Ringer Lactate (sodium 130 mmol/ L, chloride 109 mmol/L, lactate 28 mmol/ L,	3000	315000

		potassium 4 mmol/ L, calcium 1.5 mmol/ L) 1000ml		
62.	90	Petroleum Jelly 100 % 100g	3000	540000
63.	91	Povidone-Iodine Solution 10% 450ml or less	200	115438
64.	93	Ipratropium Bromide nebulization solution 1 ml or 10 ml	2000	180000
SURGICAL DISPOSABLE				
65.	95-1 S	Adhesive Tape (One Inch)	10000	900000
66.	99-5 S	Methylated Spirit 1 litre	500	175000
67.	103-S 9	Latex Gloves (Per Piece)	150000	934500
68.	104- 10 S	Absorbent Gauze Roll (1m*30m roll)	300	260700
69.	105- 11 S	Surgical Cotton Bandage 15cmx6m	1000	10000
70.	106- 12 S	Cotton Crepe Bandage (10cm*4.5m)	800	96000
71.	107- 13 S	Nelton catheter no 16	100	2300
72.	108- 14 S	Disposable Oxygen Mask	50	7500
73.	109- 15 S	Silicon Anesthesia face mask # 4	400	180000
74.	110- 16 S	ECT Mouth GAG	400	80000
75.	111- 17 S	Steam Chemical Integrator	600	24000
76.	112- 18 S	Surgical blade no 23	600	12000
77.	113- 19 S	Surgical gloves 7 ½	120	6000
78.	114- 20 S	Polypropylene 3/0 RB	72	30600
79.	115- 21 S	Polypropylene 2/0 RB	24	9000

80.	116-22 S	Black Braided Silk 3/0	60	27000
81.	117-23 S	Black Braided Silk 2/0	24	10800
MEDICINE				
82.		Tab. Lamotrigine 25mg	15000	135000
83.		Tab. Divalproex sodium 250mg	30000	150000
84.		Tab. Clozapine 25mg	50000	1150000
85.		Cap./ Tab. Fluoxetine 20MG	400000	1,152,000

Note: Annual demand for the year 2023-24 is approximate. The authority may amend/rationalize the demand of any item subject to available budget & hospital requirement. The firm will quote rates as per unit / ml basis.



BIDDING DOCUMENT

1. Repair of Bio Medical Machinery **CBC ANALYZER (HORIBA)**

(FOR THE YEAR 2023-24)

**PUNJAB INSTITUTE OF MENTAL HEALTH, LAHORE,
GOVERNMENT OF THE PUNJAB
SPECIALIZED HEALTH CARE & MEDICAL EDUCATION DEPARTMENT
Ph # 042-99203772-6
<https://pimh.punjab.gov.pk/>**

TENDER ENQUIRY
REPAIR OF BIOMEDICAL MACHINERY CBC HEMATOLOGY ANALYZER
(HORIBA)
FRAMEWORK CONTRACT BASIS

Tender Fee **Rs.1000/-Each (Non-Refundable)**
Estimated Value of Repair **Rs.1,060,000/-**

Sr. No	Name of tender	Tender fee (Non-Refundable)	Bid security (Refundable)	Tender purchasing last date & time	Tender depositing date & time	Tender opening date & time
01.	Repair of Bio Medical Machinery. CBC Hematology Analyzer	Rs.1000/-	2% of estimated value	10:00 AM 04-01-2024 to 18-01-2024	10:30 AM 18-01-2024	11:00 AM 18-01-2024

Please read the following instructions carefully

No offer shall be considered if

1. Not received as per term & conditions of the tender enquiry.
2. Received from the firm not registered with Sales Tax Department.
3. It is received after the time as date fixed for its receipt.
4. The tender is unsigned.
5. The offer is ambiguous.
6. The offer is conditional.
7. The offer is from a firm, Black Listed, Suspended or removed from any Government Department.
8. The offer is received by telegram.
9. Offer received with shorter validity than required in the tender enquiry.
10. Is received without required documents.
11. Is received without Earnest Money.

TERMS & CONDITIONS FOR THE REPAIR OF BIO MEDICAL MACHINERY

1. The period of framework contract will be one year from the date of award of contract which can further be extended for 03-months subject to successful completion of the contract period and approval of the competent authority i.e. Executive Director.
2. The tenderer/s will visit the department concerned along with the representative of the hospital or authorized representative for the concerned department and after checking the defective machine/s will submit their estimate in the name of Executive Director, Punjab Institute of Mental Health, Lahore.
3. All offers/bids will be submitted in accordance with Punjab Procurement Rules 2014.
4. In case the contractor fails to execute the contract strictly in accordance with the terms & conditions laid down in the contract, the security deposit shall be forfeited.

5. The participating firm must submit the following documents along with the Technical Bid: -

Copy of

- (a) Experience Certificates for the repair
 - (b) Past experience certificate
 - (c) C.N.I.C
 - (d) NTN Certificate
 - (e) GST/PST Certificate
 - (f) Copy of Earnest Money, Undertaking on E. Stamp declaring that firm is not suspended / black listed / defaulter from any Government / Autonomy Institution at any time
 - (g) Bid validity period
 - (h) Tender document along with terms and conditions which should be read carefully and signed & stamped each paper by the tenderer
 - (i) Tender Purchase Receipt
 - (j) List of available Tools / Instruments
 - (k) List of Technical & non-technical staff
 - (l) Financial soundness certificate / bank statement
6. The sealed bids will be submitted at purchase cell before the closing time.
7. Single stage-two enveloped bidding procedures as per Punjab Procurement Rules 2014 shall be applied.
- (i) The bids shall comprise a single package containing two separate envelopes, each envelope shall contain separately the technical proposal and the financial proposal.
 - (ii) The envelopes shall be marked as **“Technical Proposal”** & **“Financial Proposal”** in bold and legible letters to avoid confusion.
 - (iii) Initially, only the envelope marked **“Technical Proposal”** shall be opened. The envelope marked as **“Financial Proposal”** shall be retained in this office without being opened.
 - (iv) The hospital Technical Scrutiny Committee shall evaluate the technical proposal and reject any proposal which do not confirm the specified requirements.
 - (v) The financial proposals of technically evaluated/approved bids shall be opened publicly at the time date and venue to be announced and communicated the bidders in advance.
 - (vi) The financial proposal of bids found technically non-acceptable shall be returned as un-opened to the respective bidders.
 - (vii) The bid found to be the lowest evaluated bids shall be accepted.
 - (viii) The inner and outer enveloped shall be addressed to the Executive Director, Punjab Institute of Mental Health, Lahore.
8. The tenderer will intimate the part/parts with cost required to be replaced. He will also intimate the repair charges (if any). Details of Job & Break-up of prices must be informed in the bid. The offer without detail of job shall be ignored.
9. In case the repair machine/s stops working due to same fault during warranty period i.e. One Year, the firm will rectify the fault in case of failure penalty marked cost of part will be imposed on the firm.
10. If the contractor fails to fulfill the contractual obligations the authority reserves the right to impose penalty in addition to forfeit of security.

11. The firm will submit bid security (2% of estimated value) in shape of call deposit receipt with the tender in favor of Executive Director, Punjab Institute of Mental Health, Lahore which will be returned under rules, failing which offer will not be considered.
12. A certificate should be given by the tenderer/s that they will ensure safety and responsible for free replacement of faulty part/parts during the guarantee/warranty period which is one Year from the receipt of repaired machine/s.
13. The successful tenderer/s will be bound to repair the machine/s within maximum 30-days from the receipt of confirmed order or decided by the authority.
14. The parts replaced from the machine will be returned to the department concerned and will be the property of the hospital.
15. Any discrepancy if detected subsequently the firm would refund the excess amount.
16. Tenderer/s should quote their firm and final rates in words as well as in figures. The rates should be inclusive of all applicable taxes.
17. The list of spare parts is attached herewith against which the rates are invited hereby.
18. No document shall be entertained after the submission of technical bid

EXECUTIVE DIRECTOR
Punjab Institute of Mental
Health, Lahore.

CERTIFICATE

We hereby confirm to have read carefully the terms and conditions of your tender enquiry dated due for opening on dated _____ for the Repair of Bio Medical Machinery. We agree to abide u all these instructions/terms and conditions of this tender enquiry.

We shall be responsible to replace the faulty part/parts during the guarantee warranty period free of cost (which is for one year).

We further confirm that our firm has never been black listed by the Procuring Agency. In case of any violation on any terms and conditions, your security/call deposit may be forfeited and we shall not challenge in any court of law. Any further instructions from the Government will also be applicable.

Name of Tenderer: _____

Designation of Tenderer: _____

Postal Address: _____

CNIC No. _____ NTN. _____

Sales Tax No. _____ Professional Tax No. _____

Telephone No. _____ Mob No. _____

E-mail Address: _____

Signature with stamp of Tenderer _____

CRITERIA OF TECHNICAL EVALUATION

Compulsory Parameters

Sr. No.	Parameter (s)	Remarks/Documents Required	Status (Attached / Not attached)
01.	Valid National Identity Card	Compulsory	
02.	N.T.N Certificate	Compulsory	
03.	G.S.T Registration Certificate	Compulsory	
04.	Bid Security	Compulsory	
05.	Under taking certificate regarding Non Black listing on the legal stamp paper of Rs.100	Compulsory	
06.	Tender Purchase Receipt	Compulsory	
07.	Technical offers must be typed / composed on computer.	Compulsory	

Note: **Only eligible firms from compulsory parameters will be scrutinized further for part B.**

Part (B) Ordinary Parameters

Sr. No.	Parameter with detail of documents	Maximum Marks	Marks Obtained	Remarks	
01.	List of available concerned tools / instruments, machines, transport etc.	25			
02.	List of technical & non-technical staff Qualified Mechanic-----10 Qualified Technician-----10 Helpers-----05	25			
03.	Past Performance / experience in the relevant field Major institution (Public/Private) served, Past Performance, Contract Execution	25			
	i No Institution served				0
	ii 1				5
	iii 2 to 3				10
	iv 4 to 5				15
	v 6 to 7				20
vi 8 and above	25				
04.	Financial Soundness	25			
	i Last year Audited Report				8
	ii Tax Returns of Last Three Years (4 marks for each years)				12
iii Bank Certificate	5				

Total Marks: 100

Qualifying Marks: 60% (60 and above)

ANNEXURE

REPAIR OF BIO MEDICAL MACHINERY **FOR THE YEAR 2023-24**

Sr. No.	Specification	Qty	Estimated Cost
01.	CBC ANALYZER (HORIBA) MODEL # YUMIZEM H500 OT, Serial No. 701YOXH00730	01-No	Rs.1,060,000/-



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

FINANCIAL YEAR - 2023-24

BIDDING DOCUMENTS
OUTSOURCING OF REPAIR & MAINTENANCE OF GENERATORS



Punjab Institute
Mental Health,

BID REFERENCE NO.

07

SECTION-I: INVITATION TO BIDS
OUTSOURCING REPAIR & MAINTENANCES OF GENERATORS

PUNJAB INSTITUTE OF MENTAL HEALTH, LAHORE

Sr. #	Tender Fee (Non-Refundable)	Bid Security (Refundable)	Tender Purchasing last date & time	Tender Depositing date & time	Tender opening date & time
01.	Rs.1000/-	1% of the estimated value	10:00 AM 04-01-2024 to 18-01-2024	10:30 AM 18-01-2024	11:00 AM 18-01-2024

The Punjab Institute of Mental Health, Lahore. invites sealed bids from the bidders for provision of MEPG 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).

1. 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/>).
2. 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.
3. 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.
4. Sealed Bids are required to be submitted by as mentioned above in the office of Executive Director Punjab Institute of Mental Health, Lahore.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.

5. 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.
6. 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, Shadman- II, Jail Road, Lahore, .

Executive Director
Punjab Institute of Mental Health, Lahore

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 MEPG 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 Government of the Punjab.
Funds

2.1.3 Eligible
Bidders

- i) The Invitation to Bids is open to all Service Providers 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 i) The services required, Bidding procedures, and contract Bidding terms are prescribed in the Bidding documents. The Documents 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. i)

Clarification of Bidding

Documents

A prospective Bidder requiring any clarification of the bidding document may notify the Procuring Agency in

Bid Documents 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.: email 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.
- 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

2.2.3.
Amendment of
Bidding
Documents

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 The Bid prepared by the Bidder, as well as all correspondence and of Bid 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.

the
2.3.2. Bid Form The Bidder shall complete the Bid Form and appropriate Price Schedule (Financial Bidding documents furnished in the 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;
 - (b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6. Bid Security

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.6. (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 nonresponsive Bidder, whichever is later:

provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or nonresponsive 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

The Bidders must adhere to the minimum wage rate (notified by Wage rates/all

Labour & Human Resource Department), all applicable taxes
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 i) The mode of procurement is Single Stage---Two Envelopes. and Marking of The Bid shall be submitted in sealed envelope, comprising

Bids 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 date & time 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.
clarification,
Confidentiality

- i) Information relating to the examination, 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 Bids 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 MEPG 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.
 - 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.

2.5.4.
Preliminary
Examination

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 nonconformity.
- 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.

2.5.10.
Grievance
Redressal

- 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.
- 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 rule4 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 MEPG 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 per shift 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;

- o 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.
- o Complete Tool kit as mentioned in the schedule of the requirements.
- o 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 nonperishable 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 Executive Director 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 Executive Director 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 Executive Director 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 following equipment must be cleaned, assessed, replaced, serviced and /or repaired within stipulated time or when need arises:

9 **GENERATOR REPAIR AND MAINTENANCE**

9.1 Operation, repair and maintenance of all generators installed in the hospital, included in the functional inventory, for 24/7 optimal functionality. If any new generator is added to the hospital inventory, then functional inventory will be jointly updated and authenticated by the Hospital Administration and the Service Provider, and such updated functional inventory shall form the basis of further performance of contractual obligation.

9.2 Service provider will be responsible for 100% functioning of generators being installed in the hospital. It should be ensured that there must be a backup generator of similar capacity with +-20% variation and the same shall be provided within 04 Hours.

9.3 However, generator mechanic deployed should immediately respond towards any disruption/issue which may arise from time to time. Details regarding resolution time has been provided in the repairs requirement portion.

9.4 The service provider shall also be responsible for the preventive maintenance of the generators, on need basis as per OEM recommendations.

9.5 The service provider shall also be responsible for repair works of generators.

- 9.6 The supply of fuel for the operation of generators shall be the responsibility of hospital administration of the respective hospital. However, the service provider is required to maintain a log-book for the generator operation and maintenance as per standard format.
- 9.7 Ensure the down time of the generator is minimum and provision of backup generator at each facility at its own cost is present in case of breakdown.
- 9.8 Service Provider is also responsible to claim warranty of generators when needed and must perform all contractual obligations on behalf of the hospital administration.
- 9.9 The service provider is also required to ensure that qualified personnel may provide preventive visits, for inspection of generators and submit report to the procuring agency about their condition and function. The service provider is to ensure that the hospital is visited twice a month for the aforementioned inspection.
- 9.10 Monitor incoming electrical supply and make sure the generators start immediately upon disruption of electrical supply. Any delay with reference to the startup of any generator should be avoided. It must be ensured that generator should be started immediately as and when required.
- 9.11 Consumable materials for routine maintenance like kerosene oil, grease, cotton, duster, cleaning brush, vacuum cleaner and allied tools etc. will be arranged by the Service provider at his own cost and the total proposal will be inclusive of all such consumables.

- 9.12 Generator mechanic shall be responsible for the routine maintenance, i.e., greasing, cleaning, and tightening of bolts and any other repair works required from time to time.
- 9.13 Service provider will ensure to Test and monitor output of generator through a proper measurement tool to ensure its working at optimal capacity daily report for which shall be submitted to the hospital by the service provider.
- 9.14 Maintain a log of daily fuel consumption and generator runtime, daily report for which shall be submitted to the hospital.
- 9.15 Submit reports for modification in equipment or processes to improve the performance of system for smooth operation
- 9.16 Ensure removal and disposal of generator waste.
- 9.17 Conveyance for moving back up generators will also be the responsibility of service provider.
- 9.18 On the last month of contract execution, the Service Provider will submit a satisfactory performance certificate that each generator placed in each hospital is in working condition/functional.

Note. All parts used in repair/replacement/PM/CM should be same specification as recommended by respective manufacturers i.e. Perkins Generator PM/CM/RR will be done as recommended by Perkins manufacturer with standard consumable/parts of Perkins similarly for other type/ manufacturers. Mobile Oil/Engine oil should be PSO/Shell/Equivalent or as per requirement of Procuring Agency.

10 Routine Maintenance Requirements

Service provider shall carry out routine maintenance for generators and associated equipment and systems in accordance with the following:

- 10.1 Refer to O&M (Operation and Maintenance) manuals of generator for performing maintenance and upkeep work and follow instructions therein.
- 10.2 Monitor generators for abnormal noise, vibration or any other condition.
- 10.3 Supervise inspection and maintenance activities necessary to maintain/repair all contractually-covered equipment in trouble-free and smooth operating condition.
- 10.4 Responsible for operation and maintenance of Electric panels, ATS and change over panel installed on the generator site and fitness certificate shall be provided monthly.
- 10.5 A complete daily general checking of the entire installation shall be carried out by the Service provider and they will immediately convey any abnormality in the equipment and allied systems listed above, 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. Routine maintenance will not be limited to the working schedule. The service provider must carry out other repair / maintenance, operation & services upkeep as and when required so as to keep the equipment in top running condition.
- 10.6 Service provider will be responsible to make good all the damages to all appliances due to abnormal generator's supply after concrete proof and inquiry
- 15.7 A fitness certificate regarding performance and excellent condition of Generator(s), countersigned by the Medical Superintendent of the Hospital, will

be submitted by the Service provider along with every monthly bill.

15.8 Service provider will be responsible for software calibration of generator electronic modules regardless of the model installed in all the generator. Whatever the tool/software equipment required for such calibration would be supplied/provided by service provider.

11 Daily Maintenance Routine

Following is the detail regarding set of activities to be performed by the service provider on Daily, Weekly and Monthly basis. These maintenance works shall not be charged separately.

- 11.1 Clean the generator set, control panel and generator room.
- 11.2 Check for fluid leakage and leaks in the exhaust system.
- 11.3 Check the fuel tank level, (fill if less than $\frac{3}{4}$ full)
- 11.4 Check the engine oil and coolant levels (solution of Ethylene Glycol or Propylene Glycol with water 50/50, or consult manufacturer's instructions for particular generator), replenish as necessary.
- 11.5 Check the battery electrolyte fill with distilled water as necessary.
- 11.6 Check the battery connection and terminals make it clean and tight if necessary.
- 11.7 Observe the functioning of battery charger.
- 11.8 Check for any abnormal noise and vibration after start of engine.
- 11.9 Check the control panels for indication of operation, particularly abnormal temperature (beyond 95⁰ C on load, consult manufacturer manual for

particular engine) and oil pressure (30 - 60 psi, consult manufacturer manual for particular engine.)

- 11.10 Check the control panel for correct voltage and frequency.
- 11.11 Checking of generator on no load for 5 minutes and observe for any abnormality.
- 11.12 Immediately report and take corrective measure in case of any abnormality/non-compliance of above check list.
- 11.13 Check/conduct all such daily maintenance works for each generator, which the O&M manual of that particular generator require/demands and which is a universally accepted normal daily practice for generator maintenance

12 Preventive Maintenance Requirements

- 12.1 The service provider will be responsible for the preventive maintenance of generators in order to keep every generator in functioning condition. It will be the responsibility of service provider to conduct preventive maintenances of generators, placed on the functional inventory. The preventive maintenances shall be carried out on need basis, as required by the hospital administration or warranted by the generator used since last maintenance or its general condition.
- 12.2 However, the number of preventive maintenances may vary upon use and condition of each generator.

13 Repair Requirements

- 13.1 The service provider shall be responsible for repair works of generators, placed on the functional inventory.

- 13.2 In case where a generator is required to be moved outside hospital premises for repair works to be carried out outside hospital prior approval of the hospital administration must be sought which shall not be more than 01 day from the date of intimation to the hospital. However, hospital administration shall ensure proper handing over and taking over of generator to be carried out outside hospital.
- 13.3 However, in case of no response on the part of hospital management/ administration, which may lapse for more than 01 Day the service provider will approach the next higher authority.
- 13.4 Service provider must keep sufficient stock of running spare parts for immediate replacement to avoid interruption in smooth operation.
- 13.5 It will be the responsibility of the service provider to immediately coordinate with the hospital administration in order to cater with any complaint.
- 13.6 Service provider will not make any alteration/modification/repair/replacement etc. in existing Generator machinery without prior written approval of the Executive Director of such hospital.
- 13.7 Service provider will be responsible to place spare generator till the resolution of such issue.
- 13.8 Service provider will be responsible for software calibration of generator electronic modules regardless of the model installed in all the generator. Whatever the tool/software equipment required for such calibration would be supplied/provided by service provider.
- 13.9 The service provider is required to ensure that his staff immediately responds to any repair needs and

carries out the repair work within the resolution time mentioned in the penalty section. In case the time for necessary repair works exceeds the resolution time mentioned, the penalties mentioned hereunder shall be levied.

Note. The equipment which is under warranty, 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.

14 Management Cost

14.1 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.

14.2 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.

14.3 The bidder shall quote the management charges on some rational, which has to be justified before the procuring agency for its viability otherwise the bid shall stand rejected.

14.4 Qualification of Personnel

S. No.	Description	Job Description
01	Supervisor	<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</p>

		<p>experience</p> <p>Or</p>
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		<p>BS Technology / DAE with minimum 10 years of relevant experience.</p> <p>Age: Less than 40 Years</p>
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06	Generator Mechanic	<p>Generator Mechanic should be able to make repairs and maintenance of generators.</p> <p>Should be able to make Preventive Maintenance and overall generator related works.</p> <p>Any other electrical/generator related work as not mentioned above or Any other task assigned by Hospital Administration.</p> <p>Qualification & Experience:</p>
		<p>DAE Mechanical/ Electrical with 5 years of relevant experience.</p> <p>Age: Less than 45 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.

INTRODUCTION		
A.		
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.</p> <p>SUBJECT OF PROCUREMENT: Outsourcing repair & Services of Generators 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 2023-24</p> <p>NAME OF FINANCING INSTITUTION: Punjab Institute of Mental Health, Lahore</p> <p>NAME AND IDENTIFICATION NUMBER OF THE CONTRACT: Outsourcing repair & Services of Generators in Punjab Institute of Mental Health, Lahore.</p> <p>BID REFERENCE NO. ()</p>
BIDDING DOCUMENTS		
B.		
6.	2.2.2	The address for clarification of Bidding Documents is Executive Director, Punjab Institute of Mental Health, Shadman-II, Jail Road, 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	English
10	2.3.4	The price quoted shall be in PKR.

11.	2.3.4 & 2.3.9	In case of change in Minimum Wage Rate through official notification; the contract price based on minimum wage rates shall be adjusted on prorated basis by the procuring agency. 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.
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> <p>a) The Bidder shall be a legally registered entity with the formal intent to enter into an agreement.</p> <p>b) The bidder must have at least three years experience as a legally approved Generators Services/Maintenance provider.</p> <p>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.</p> <p>d) The Bidder must be an active income tax payer.</p> <p>e) The Bidder must have active National Tax Number (NTN), Punjab Sales Tax (PST) Number with documentary proof.</p> <p>f) The Bidder shall have a valid registration with EOBI and PESSI /IESSI.</p> <p>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.</p> <p>h) The copy of the Bidding Document shall be duly signed, stamped on each page and submitted by the bidder.</p> <p>ii. (Marking Criteria) It is mandatory for the Service providers to</p>
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		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;
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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 50 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. 30 Million or more. For Average Annual Turnover for the last 03 years of less than Rs. 30 Million, but not less than Rs. 15 Million, 10 marks will be given. For Average Annual Turnover for the last 03 years of less than Rs. 15 Million, but not less than Rs. 10 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</p> <p>02 - 04 Personnel (03 Marks) 05 - 09 Personnel (05 Marks) > 9 Personnel (10 Marks)</p> <p>Having minimum Qualification & Experience:</p> <ul style="list-style-type: none"> Graduate Engineer in Mechanical / Electrical / Electronics / Mechatronics 	10
	<p>ELECTRICIAN</p> <p>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>AC TECHNICIAN 05 - 10 Personnel (03 Marks) 10 - 15 Personnel (04 Marks) > 15 Personnel (05 Marks) Having Minimum Qualification & Experience:</p> <ul style="list-style-type: none"> • Diploma in Refrigeration/ AC Technician/ HVAC with 05 years of relevant experience 	05	
		<p>PEC REGISTRATION Registration with Pakistan Engineering Council for MEP works/ services</p>		10
		<p>4. 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= 2.5 marks</p>		10
		<ul style="list-style-type: none"> • Electrical Works Plan 		
		<ul style="list-style-type: none"> • Mechanical/ AC Works plan 		
		<ul style="list-style-type: none"> • Plumbing/ Carpentering Works Plan 		
		<ul style="list-style-type: none"> • Generators Maintenance Plan 		
			Total Marks	100
14	2.1.1	Bids shall be submitted to [Insert Name & Complete Address Of Hospital]		
15	2.4.2	The deadline for Bid submission is [Insert Date And Time Here].		
16.	2.5.1	[insert Date & Time Here i.e. At least 30 Minutes After Closing Time Of Bid Submission], and [Insert Name and address of Hospital]		
17.	2.6.2	Amount of Performance Guarantee is 05% of the contract amount.		
18.	2.3.6	Estimate Contract Price is , Rs . _____		
		Amount of Bid Security is , Rs. 30,000/-		

		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: Office of the Executive Director as mentioned
22.	2.3.4	Not applicable
Award of Contract		
G.		
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 MEPG 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 Default

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.

Notices

23. 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 25.1. If during the continuation of the service contract, minimum minimum wage wage rate is revised by the competent authorized forum, then the rate

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.	
<p>Note:</p> <p>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.</p> <p>b) Biometric Attendance signed by hospital.</p> <p>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.</p>			

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 prorata 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-II, Jail Road, Lahore. Service Provider's address for notice purposes: Punjab Institute of Mental Health, Shadman-II, Jail Road, Lahore.

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 MEPG SERVICES IN Punjab Institute of Mental Health, Lahore		
DETAILS OF MEPG SERVICES/HUMAN RESOURCE REQUIRED		
Bid Ref No.	Supervisor Nos.	Generator Mechanic Nos.
07	01	03

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
23	Tester (Elect)	3

* 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	-

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

Executive Director,
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.
- b) Price schedule / financial form (as per form 8.7) to be reproduced on the letter head of the bidder duly signed and stamped.
- c) Original Bid Security Form (as per form attached) along with Original Bid Security (Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO)] valid for 180 Days.
- d) Any other document required by the procuring agency not inconsistent with PPR-14.

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

Dated this _____ day of _____
20____.

[signature] [in the capacity of]
Duly authorized to sign Bid for and on behalf of _____

8.2. 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 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
Punjab Institute of Mental Health, Shadman-II, Jail Road,
Lahore

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 Punjab
Institute of Mental Health, Lahore" 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 Punjab Institute of Mental Health, Lahore ,
(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 the the Procuring
by _Agency) (for

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

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
Punjab Institute of Mental Health, Lahore.

We, the undersigned, offer to provide the services for
tender of Procurement of MEPG
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					
Generator Mechanic					
Total HR Component Price per month (PKR)					
Total HR Component Price per annum (PKR)					HR

GENERATOR REPAIR AND REPLACEMENT COST								
Sr. No	Description	Tentative Annual No. of Occurrence			Quoted Rate (PKR)			Total Cost
		220 kVA	200 kVA	Less than 100 kVA	220 kVA	200 kVA	Less than 100 kVA	
		A	B	C	D	E	F	(A*D) + (B*E) + (C*F)
1	Radiator	3	01	03				
2	Fuel Pump	3	01	03				
3	Crank Shaft	1	1	1				
4	Electronic Oil Pump	2	1	1				
5	Camshaft	1	1	1				
6	Water pump	2	1	2				
7	Ring piston	2	1	2				
8	Head	1	1	1				

9	Head Gasket	1	1	1				
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GENERATOR REPAIR AND REPLACEMENT COST								
Sr. No	Description	Tentative Annual No. of Occurrence			Quoted Rate (PKR)			Total Cost
		220 kVA	200 kVA	Less than 100 kVA	220 kVA	200 kVA	Less than 100 kVA	
		A	B	C	D	E	F	(A*D) + (B*E) + (C*F)
10	Engine Block	1	1	1				
11	Engine Hosing	1	1	1				
12	Flywheel	2	1	1				
13	Field Coil/Winding	1	1	1				
14	Coupler	1	1	1				
15	Computer Card/Electronic Module/ Control Panel	1	1	1				
16	Batteries	3	1	3				
17	Self-Starter	1	1	1				
18	ATS (Auto Transfer Switch) Timer	1	1	1				
19	ATS (Auto Transfer Switch) Relays	1	1	1				
20	Rental Generator Cost per Day (maximum up to 05 Days)	1	1	1				
Preventive Maintenance of Generators								
1	Engine Oil, Fuel Filter, Air Filter or any other consumable item required for preventive maintenance	09	3	09				
Tentative Total Cost								M-2

Repair and Replacement of all other parts shall be charged as per actual rates and all type of prices will be inclusive of all applicable taxes.

Service provider will be responsible for the timely preventive maintenance of each and every generator against whom such maintenance is required. However, the generators having valid warranty period will be maintained by the concerned firm including parts & labor and no payment in this regard shall be made except the cost of consumables.

The preventive maintenance shall include change oil filters, fuel filters, engine oil PSO/Shell/Equivalent, software calibration (if required), etc. All parts used in repair/replacement/PM/CM should be same specification as recommended by respective manufacturers i.e. Perkins Generator PM/CM/RR will be done as recommended by Perkins manufacturer with standard consumable/parts of Perkins and like for other generators as well. Mobile Oil/Engine oil should be PSO/Shell/Equivalent or as per requirement of Procuring Agency.

The Human Resource placed in the hospital shall be responsible for the daily maintenance, i.e., greasing, cleaning, and tightening of bolts and any other works which do not entail replacement of spare parts.

GENERATOR REPAIR AND REPLACEMENT COST

Sr. No	Description	Tentative Annual No. of Occurrence			Quoted Rate (PKR)			Total Cost
		220 kVA	200 kVA	Less than 100 kVA	220 kVA	200 kVA	Less than 100 kVA	
		A	B	C	D	E	F	(A*D) + (B*E) + (C*F)

The number of annual number of occurrences mentioned above are tentative and for the purpose of evaluation only, payment shall be made on as per actual basis. The number of generators may increase or decrease. A functional inventory shall be prepared jointly by the hospital administration and the service provider. The Service Provider will submit a satisfactory performance certificate that each generator placed in each hospital is in working condition/functional.

Total Tentative Cost of Replacement Component (RC)

RC = M-2

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
Equipment Replacement Cost per year	RC	60 %	T
Sub Total			S+T=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 Punjab Institute of Mental Health, Lahore. (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

13	Preventive Maintenance is not executed within 07 Days after approval from hospital.	Rs. 20,000 / Week
14	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
01	Generator	06 Hours	Up to 05 Days	10,000 / Day	75,000
02	Provision of Back Up of Similar Range Capacity (+-20%) not to be duplicated with sr no 12	04 Hours		1,000 per hour	50,000

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.

ANNEXURE - B

**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, Echannel 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

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 _____