



# **Bidding Documents**

**PROCUREMENT OF SERVICES FOR THE MANAGEMENT &  
OPERATION SERVICES FOR RURAL AMBULANCE SERVICES  
UNDER HEALTH & POPULATION DEPARTMENT**

**(Financial Year 2025-26 & 2026-27)**

**GOVERNMENT OF THE  
PUNJAB** DIRECTORATE GENERAL OF  
HEALTH SERVICES, PUNJAB



## PURCHASE CELL

DIRECTORATE GENERAL HEALTH  
SERVICES PUNJAB  
24-COOPER ROAD, LAHORE



Health & Population Department

Phone No. +924299201145 Purchase Cell E-mail: pcdghs@gmail.com

# INVITATION FOR E-BIDS

Directorate General Health Services Punjab, 24-Cooper Road, Lahore invites sealed bids from the eligible bidders for the Procurement of Goods & Services through open competitive bidding, detail mentioned below:

Name of Procurement	Date and Time	
		Last date and time of submission of tender
1. Lab Items for T.B Control Program, DGHS.	Date and time of opening of tender	21/01/2026 11:30 A.M.
2. Management & Operation Services for: i. Clinic on Wheels (COW) ii. Rural Ambulance Services (RAS) iii. Field Mobile Health Units Under Health & Population Department.	Last date and time of submission of tender	26/01/2026 11:00 A.M.
	Date and time of opening of tender	26/01/2026 11:30 A.M.
3. Hospital Waste Management (HWM) for Hepatitis & Infection Control Program.	Last date and time of submission of tender	28/01/2026 11:00 A.M.
	Date and time of opening of tender	28/01/2026 11:30 A.M.
4. Hospital Waste Incineration Services for Hepatitis & Infection Control Program.	Last date and time of submission of tender	29/01/2026 11:00 A.M.
	Date and time of opening of tender	29/01/2026 11:30 A.M.
5. Hepatitis B&C PCR Kits for Hepatitis & Infection Control Program.	Last date and time of submission of tender	09/02/2026 11:00 A.M.
	Date and time of opening of tender	09/02/2026 11:30 A.M.

The prospective bidders are required to quote competitive prices on delivered duty paid basis at the consignee's end. Interested eligible bidders may get the Bidding Documents and detailed specifications are also available on the websites of Punjab Procurement Regulatory Authority ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)) & Directorate General Health Services, Punjab ([www.dghs.punjab.gov.pk](http://www.dghs.punjab.gov.pk)) and may be downloaded free of cost.

Bidding will be conducted through Single Stage - Two Envelopes bidding procedure as per Rule 38 (2) (a) of Punjab Procurement Rules 2014. (Amended)

Bid duly completed and conformity with bidding documents must be submitted online on E-Pak Acquisition and Disposal System (EPADS) website (i.e. <http://punjab.eprocure.gov.pk>). Original Bid security in favor of Directorate General Health Services Punjab in the shape of Bank Guarantee / CDR/Pay Order / Bank Draft / Call Deposit must be submitted physically at Purchase Cell, Directorate General Health Services Punjab, 24-Cooper Road Lahore. Bids submitted through EPADS shall only be entertained / accepted.

Note:

- All assessments and procuring procedure i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules 2014 (Amended).
- Bidders are advised to ensure uploading the bid on E-PADS Portal, well before the submission deadline, and not wait for the last date and time to upload the bid. Bid submission on E-PADS Portal shall entirely be the responsibility of the bidders. This office shall not be responsible for any issues.
- This Directorate may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as provided under Rule -35 of Punjab Procurement Rules, 2014.
- The URL of the website of the PPRA is (<http://eproc.punjab.gov.pk/ViewTender.aspx>) and response time shall be calculated exclusively from the date of publication of the advertisement on the website of the PPRA.

**DIRECTOR GENERAL HEALTH SERVICE  
PUNJAB**

**IPL-99**

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# BID DATA SHEET

Description	Detail
Last date and time for the receipt of bids	26.01.2026 TILL 11:00 AM
Date, time and venue of opening of Request for Bid	26.01.2026 AT 11.30 AM VENUE: Committee Room of Directorate General of Health Services, Punjab
Bid currency	PKR on free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination (DDP Basis)
Language of bid	English
Amount of bid security	PKR 200,000 for each lot separately
Bid validity period	180 days from the date of the submission of bids
Bidding procedure	Single Stage – Two Envelope bidding procedure through e-Pak Acquisition & Disposal System ( <b>EPADS</b> ).
<b>Directorate General of Health Services, Punjab</b> Address: 24-copper road, Lahore. Phone No. <b>+924299201145</b> Email: <a href="mailto:pcdghslahore@gmail.com">pcdghslahore@gmail.com</a>	

# **A. Instructions to Bidders (ITB)**

## **General Instructions:**

### **1. Content of Bidding Document**

**1.1** The Management & Operation Services of around 590 (543 Suzuki Bolan & 47 Toyota Hilux ) Ambulances Fleet in various Districts of Punjab under Health & Population Department in Punjab is required, bidding procedures, and Contract terms are prescribed in the bidding Documents. In addition to the Invitation for E-bids, the bidding Documents include:

- (a) Instructions to Bidders (ITB);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Contract Form;
- (g) Contractor's Authorization Form;
- (h) Performance Guaranty Form;
- (i) Bid Form; and
- (j) Price Schedule

**1.2** The "Invitation for E-bids" does not form part of the bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for E-Bids and the bidding Documents listed in 1.1 said bidding Documents shall take precedence.

**1.3** The Bidder is expected to examine all instructions, forms, terms, and specifications in the BIDDING Documents. Failure to furnish all information required by the bidding Documents or to submit a bid not substantially responsive to the bidding Documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

### **2. Source of Funds**

**2.1** Government of the Punjab.

### **3. Eligible Bidders**

**3.1** This invitation is only for firms with Income Tax & GST/PRA registered with FBR/Registrar of firms / SECP. An Applicant shall be a private, public or government owned legal entity.

### **4. Eligible Contractors**

**4.1** Through open competition.

**4.2** For the purpose of this clause, (a) the term "Management and Operations" includes the Management and operation of about 590 (543 Suzuki Bolan & 47 Toyota Hilux) ambulances to be run 24/7, in all districts of Punjab under Health & Population Department, Punjab. The service provider will shift patients from community to health facility and from health facility to hospitals as per given protocols.

### **5. Cost of Bidding**

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

### **6. Clarification of BIDDING Documents**

**6.1** A prospective Bidder requiring any clarification of the Bidding documents may submit on EPADS after publishing of bidding. The Procuring Agency will respond to any request for clarification of the bidding documents received on EPADS through EPADS and department's official website.

## **7. Amendment of bidding Documents**

**7.1** At any time prior to 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, may modify the bidding Documents by amendment.

**7.2** All prospective Bidders that have received the bidding Documents shall be notified of the amendment in writing, and shall be binding on them.

**7.3** In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.

## **8. Qualification and Disqualification of Bidders**

**8.1** In the absence of prequalification, the Procuring Agency shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Clause 29.2.

**8.2** The determination shall take into account the Bidder's financial, technical or Managerial and Operational capabilities (in case of Contractor), infrastructure of the firm, past performance in similar contracts, engineering/ technical staff and their capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 29.2, as well as such other information/ premises visit as the Procuring Agency deems necessary and appropriate.

**8.3** An affirmative determination shall be a pre-requisite for Award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**8.4** The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.

**8.5** The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Supplier was false and materially inaccurate or incomplete.

**8.6** Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices shall be blacklisted.

## **9. Corrupt or Fraudulent Practices**

**9.1** The Procuring Agency requires that all Bidders observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of rule 2 (P) of PPRA amended 2016 and its subsequent amendments, if any, the Procuring Agency:

a. defines, for the purposes of this provision, the terms set forth below as follows:

(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 production of managerial and operational services 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) **Corrupt practice** by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) **Fraudulent practice** by 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 provision of services 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 rights.

- b. shall reject a bid for Award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract.

## **Preparation of Bids**

### **10. Language of Bid**

**10.1** 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 English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

### **11. Documents Comprising the Bid**

- 11.1** The bid prepared by the Bidder shall comprise the following components:
- (a) A Bid Form and Price Schedule completed in accordance with ITB Clauses 12 and 13 (to be submitted along with financial bid);
  - (b) Documentary evidence established in accordance with ITB Clause 15 that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
  - (c) Documentary evidence established in accordance with ITB Clause 15 that the managerial and operational services to be supplied by the Bidder are management and operation of 24/7 rural ambulance services in bidding Documents.

### **12. Bid Form and Price Schedule**

**12.1** The Bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding Documents (Annexure A Form), indicating the managerial and operational capability to be provided, a brief description, specifications, taxes detail and prices.

### **13. Bid Prices**

**13.1** The Bidder shall indicate on the Price Schedule the per Kilometer per vehicle cost of services, it proposes to supply under the Contract (The Service Provider will quote price schedule per kilometer per vehicle for provision of drivers ,POL, ware and tare ,either it is minor or major and will responsible to provide to keep the vehicle/ambulance on road 24 hours for seven days in a week for contract period, further, the vehicles/ambulances will

be handed over in running condition at the start of contract and on the expiry of contract will be received in running condition). Form for Price Schedule is to be filled in very carefully, and should be typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom.

**13.2** The Bidder should quote the prices of services according to the technical specifications for complete package/Tender. The specifications of management and operations, different from the demand of enquiry and packaged items, shall straightway be rejected.

**13.3** The Bidder is required to offer competitive price. All prices must include relevant 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 as per Government rules.

**13.4** Prices offered should be for complete package/Tender with accessories; detail of which is already mentioned in the technical specifications.

**13.5** While tendering your quotation, the present trend/ inflation in the rate of management and operations in the market should be kept in mind. No request for increase in price due to market fluctuation in the operational cost and services shall be entertained after the bid has been submitted.

#### **14. Bid Currencies**

**14.1** The price for complete item, standard accessories; detail of which is already mentioned in the technical specifications will be considered for determining the lowest bidder. Optional items are mandatory to quote but will not be considered while determining the lowest bidder.

**14.2** The firms are required to quote prices in DDP.

#### **15. Documents Establishing Bidder's Eligibility and Qualification**

**15.1** The Bidder shall furnish, as part of its technical bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

**15.2** 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 an eligible as defined under ITB Clause 3.

**15.3** The documentary evidence to be submitted in the Technical Bid for the purposes of qualification and technical evaluation shall include:

- (a) The Supplier/ agent shall have to produce Exclusive letter of authorization / Sole Agency Certificate from Contractor and in case of Contractor, documentary proof to the effect that they are the original Contractor of the required management and operations.
- (b) National Tax Number (NTN) and General Sales Tax Number/PRA No. with documentary proof shall have to be provided by the bidder(s).
- (c) The Bidder is required to provide with the technical bid the name of item(s), tender number and serial number in the exact manner as quoted in the financial bids.
- (d) The Bidder must indicate the country of origin of the management and operations, Country of contractor, Certificate(s) for conformity with International standards of Quality.

#### **16. Documents Establishing Management and operations' Eligibility and Conformity to BIDDING**

##### **Documents**

**16.1** Pursuant to ITB Clause 11, the Bidder shall furnish along with technical bid, as part of its bid, documents establishing the eligibility and conformity to the BIDDING Documents of all management and operations, which the Bidder proposes to supply under the Contract.

**16.2** The documentary evidence of the eligibility of the management and operations shall consist of a statement in the Price Schedule of the country of origin of the

management and operations offered.

**16.3** Alternative bid is not allowed also a bidder cannot submit two Bids. If the bidder quotes an alternative bid or submits two bids then the bidder will be considered as non-responsive.

## **17. Bid Security**

**17.1** As per Bid data Sheet.

## **18. Bid Validity**

**18.1** Bids shall remain valid for a period of 180 days after opening of Technical Bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

**18.2** The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their Bids shall be asked to extend their respective bid validity period. Such extension shall not be for more than the period equal to the period of the original bid validity.

**18.3** Bidders who,

- (a) Agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their Bids; and
- (b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their Bids, if any.

## **Submission of Bids**

### **19. Format and Signing of Bid**

**19.1** The bid shall be typed and shall be signed by the Bidder or Lead Bidder (in case of tender with the permission of alliance/ Joint venture for the bidding or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid.

**19.2** Any interlineations, erasures, or overwriting shall be valid only if they are initiated by the person or persons signing the bid.

**19.3** All bidding documents to be duly attested (signed and stamped) by the authorized person of \_\_\_\_\_ bidder \_\_\_\_\_ or \_\_\_\_\_ Lead Bidder.

## **20. Deadline for Submission of Bids**

**20.1** Bids must be submitted by the Bidder one-Pak Acquisition & Disposal System not later than the time and date specified in the Invitation for Bids.

**20.2** The Procuring Agency may, at its discretion, extend this deadline for the submission of Bids by amending the BIDDING Documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **21. Late Bid**

**21.1** Any bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 21 shall be rejected.

## **22. Withdrawal of Bids**

**22.1** The Bidder may withdraw its bid prior to the deadline specified in the invitation to bid.

**22.2** 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 in ITB Clause 18.2. Withdrawal of a bid during this interval will make the bidder eligible to be debarred for further procurements for a period as deemed necessary by the Procuring Agency.

## **The Bidding Procedure**

**23. "Single stage – Two Envelops bidding procedure" shall be employed.**

## **Opening and Evaluation of bidding**

### **24. Opening of bids by the Procuring Agency**

**24.1** The Procuring Agency shall open technical and financial bids in accordance with e-procurement regulations of Punjab Procurement Regulatory Authority Punjab.

**24.2** The Procuring Agency shall prepare minutes of both the technical bid as well as the financial bid opening.

### **25. Clarification of Bids**

**25.1** During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of bid like indication or re-indication shall be sought, offered, or permitted.

### **26. Preliminary Examination**

**26.1** The Procuring Agency shall examine the Bids to determine whether they are complete, whether any computational errors have been made (at the time of opening the financial bid), whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

**26.2** In the financial Bids (at the time of opening the financial bid) the arithmetical errors shall be rectified on the following basis. 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 Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

**26.3** The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation (or changes the substance of the bid), provided such waiver does not prejudice or affect the relative ranking of any Bidder.

**26.4** Prior to the detailed evaluation, pursuant to ITB Clause 27 the Procuring Agency shall 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 shall be deemed to be a material deviation for technical bids. 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.

**26.5** If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

### **27. Evaluation and Comparison of Bids**

**27.1** The Procuring Agency shall evaluate and compare the Bids on the basis of Single items/ Complete package (As demanded in the advertised tender), which have been determined to be substantially responsive, pursuant to ITB Clause 25.

**27.2** The Procuring Agency's evaluation of technical bid/ bid shall be on the basis of criteria prevailed in BIDDING Document.

**27.3** All Bids shall be evaluated in accordance with the evaluation criteria (ITB Clause 29) and other terms and conditions set forth in these BIDDING Documents.

**27.4** A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of Bids.

### **28. Evaluation Criteria**

**28.1** For the purposes of determining the lowest evaluated bid, factors other than price such as previous performances and such other details as the Procuring Agency at its

discretion, may consider appropriate shall be taken into consideration and these should be available with the bidder. The following evaluation factors/criteria will be employed on **Technical Bids**.

## 28.2 Technical Evaluation Criteria

- 1) The Bidder shall be a legally registered entity.
- 2) The Bidder must have valid NTN & Active Tax payer List (ATL) Status.
- 3) The Bidder must have an active Punjab Revenue Authority (PRA) registration Number.
- 4) Incomplete offer will straightaway be rejected.
- 5) The average turnover of bidder for any three years (Financial Years 2021-22, 2022-23, 2023-24 & 2024-25 / Calendar Year (2022, 2023, 2024 & 2025) must be PKR. 20 million or more for each lot separately. The applicant shall provide FBR income tax return/ sales tax return for any three financial years 2021-22, 2022-23, 2023-24 & 2024-25 / Calendar Year (2022, 2023, 2024 & 2025) to substantiate its claim.
- 6) The Bidder must have an experience for provision of any of following Services in Public / Private entity;
  - i. Ambulance
  - ii. Fleet management
  - iii. Vehicle Rental
  - iv. Transportation
  - v. Any such services where vehicle services are being provided as ancillary services

The applicant shall provide evidence of experience in the form of Purchase Order / Contract for at least three projects commenced / executed after July 2020. Each such project must contain minimum 10 or more vehicles (600 cc or more shall be considered).

- 7) The Bidder should have at least ten (10) drivers. The bidder shall attach driving licenses, appointment letters and salary disbursement proof through e-channel/ banking channel of the claimed staff for at least three months since 1<sup>st</sup> July 2024 to substantiate its claim.
- 8) The Bidder shall provide company profile & standard operating procedures (SOPs) about its fleet management for Management & Operations.
- 9) The bidder shall undertake on judicial paper that the bidder shall be responsible for repair and maintenance of vehicles and the bid includes all such prices.
- 10) The Bidder shall provide undertaking on E- stamp paper of PKR 300/- stating following;

Currently the firm is not blacklisted from DGHS Punjab / PPRA for all procuring agencies.

The bidder agrees with all the terms and conditions of these bidding documents.

- 11) Government-owned enterprises are duly / legally authorized to participate in this process by the respective / relevant competent forum / authority (for Government owned entities only).
- 12) The Bidder should have EOBI & PESSI Registration, in case of no EOBI or PESSI registration the bidder shall undertake that they shall get themselves registered with EOBI & PESSI before the signing of the contract (Government owned entities are exempted from EOBI & PESSI).
- 13) The bidder will submit 200,000/- PKR against each lot as a bid security in favour of Directorate General Health Services Punjab in the shape of Bank Guarantee / CDR/ Pay Order / Banker's cheque. Original Bid Security must be submitted physically at Purchase Cell, Directorate General Health Services Punjab, 24-Cooper Road Lahore on or before 26-01-2026 till 11:00 A.M and copy of bid security of estimated cost with technical proposal.

**28.2.1** Bidders are required to submit the information in the following format along with documentary evidence as under.

**28.2.2 Profile of the Bidder**

The Bidders are required to submit its profile.

**28.3 Financial bids would be evaluated as follows:**

- i) After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial bids. Bidders' attendance at the opening of financial bids is optional.
- ii) Financial bids shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders shall be read aloud. The financial bids shall be opened, and the total prices read aloud and recorded.
- iii) Incomplete bid shall stand rejected.
- iv) Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency. When correcting computation error in case of discrepancy between a partial amount and the total amount or between the words and figures, the formers will prevail.
- v) The bidders will quote the Price of services as;
  - a. Managing and operational cost of ambulance (inclusive of all taxes) per Km. Procuring agency will provide ambulances having the system of calculating the running KMs of Vehicles (trackers & call response centers).
- vi) **The lowest responsible bidder will be declared on Rate Per Kilometer Basis.**

**29. Contacting the Procuring Agency**

**29.1** 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 Contract is awarded.

**29.2** Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will result in the rejection of the Bidder's bid and subsequent black listing. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

**30. Rejection of Bids**

**30.1** The Procuring Agency may reject any or all Bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all Bids, but is not required to justify those grounds.

**30.2** The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 30.1 towards Bidders who have submitted Bids.

**30.3** Notice of the rejection of any or all Bids shall be given promptly to the concerned Bidders that submitted Bids.

**31. Re-Bidding**

**31.1** If the Procuring Agency rejects all Bids in pursuant to ITB Clause 30, it may call for a re- bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of hiring management and operations.

**31.2** The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

**32. Announcement of Evaluation Report**

**32.1** The Procuring Agency shall announce the results of bid evaluation of a report

giving justification for acceptance or rejection of Bids at least ten days prior to the award of hiring of management and operations contract.

## **Award of Contract**

### **33. Acceptance of Bid and Award criteria**

**33.1** The Bidder with technically evaluated lowest financial bid, if not in conflict with any other law, rules & regulations, policy of the Government or having less Bid Security shall be awarded the Contract, within the original or extended period of bid validity for complete package/Tender.

**33.2** The Bidder having lesser Bid Security will be rejected as non-responsive and Acceptance of Bid be awarded to next bidder; being the responsive lowest bidder.

### **34. Procuring Agency's right to vary quantities at time of Award**

**34.1** The Procuring Agency reserves the right at the time of Contract award to increase the period & quality of management and operations for provision of services originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

### **36 Limitations on Negotiations**

**36.1** Save as otherwise provided there shall be no negotiations with the bidder having submitted the lowest evaluated bid or with any other bidder provided that the extent of the negotiation permissible shall be subject to the regulations issued by the PPRA amended 2016 and its subsequent amendments, if any.

### **37. Notification of Award**

**37.1** Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing by registered letter that its bid has been accepted.

**37.2** The notification of Award shall constitute the formation of the Contract.

### **38. Signing of Contract**

**38.1** At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency shall send the Bidder the Contract Form provided in the BIDDING Documents, incorporating all agreements between the Parties.

**38.2** The initial contract may be of one-year, extendable subject the satisfactory performance for further one year.

**38.3** Within one week of receipt of the Contract Form, both the successful Bidder and the Procuring Agency shall sign and date the Contract. The Procuring Agency shall issue Purchase/work order on the same date of signing of Contract after ensuring the submission of Bank Security for execution of the contract by the Contractor. If the successful Bidder, after completion of all codal formalities shows inability to sign the Contract then their Bid Security/ Contract Security to the extent of proportionate percentage shall be forfeited and the firm shall be blacklisted minimum for three years for future participation. In such situation the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

**38.4** The contract is to be made on stamp paper worth of Rs. @ 25 paisa per every one hundred rupees of the total value of the contract, under section 22(A)(B) of schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No. JAW/HD/8-21/77 (PG) dated 1st January, 2014 or as per Finance Act amended.

**38.5** This Contract will be signed jointly by the services provider, it's authorized agent in Pakistan and the Procuring Agency.

### **39. Performance Guarantee**

**39.1** On the date of signing of the Contract, the successful Bidder shall furnish the Performance Guarantee/Security in accordance with the Special Conditions of Contract, in the Performance Guarantee/Security Form. ***The Performance Guarantee will be 1% of the contracting amount (The value of the contract will be calculated for a Month on***

**quoted rate for average 590 vehicles on an average of 100 Km Mileage per vehicle per day).** The Performance Security shall be deposited in the shape of irrevocable Bank Guarantee/Pay Order only.

**39.2** Failure of the successful Bidder to comply with the requirement of ITB Clause 39.1 shall constitute sufficient grounds for the annulment of the Award, in which event the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

#### **40. Schedule of Requirement**

**40.1** The service providers will provide services of management & operations of 24/7 ambulances in all districts of Punjab within 30 days of the next date after the date of issue of Work Order (without penalty) and with prescribed penalty i.e. 0.067% per day of quoted Price.

**40.2** However, in special cases, provision of management and operations period can be fixed shorter or higher than the above mentioned schedule of requirement as deem appropriate by the Procuring Agency keeping in view the quality of the services.

#### **41. Redressal of grievances by the Procuring Agency**

**41.1** The Procuring Agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

**41.2** 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 **five** days after the announcement of the bid evaluation report.

**41.3** The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

**41.4** Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

**41.5** Any bidder not satisfied with the decision of the committee of the Procuring Agency may lodge an appeal in the relevant court of jurisdiction.

## **B. General Conditions of Contract (GCC)**

### **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 Services" means managing and operating 24/7 rural ambulances commissioning, training and other such obligations of the services provider covered under the Contract.
- d. "GCC" mean the General Conditions of Contract contained in this section.
- e. "SCC" means the Special Conditions of Contract.
- f. "The Procuring Agency" means the Secretary Health, Government of the Punjab or the procuring agency advertised the tender.
- g. "The Procuring Agency's Country" is the country named in SCC
- h. "The Supplier/Services Provider" means the individual or firms or joint venture supplying the management and operations under this Contract.
- i. "Day" means calendar day.
- j. "BIDDING" Request for Bid/Bid Documents.

### **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. Standards**

**3.1** The services should comply with the relevant national (Rescue 1122) & International quality standards.

### **4. Use of Contract Documents and Information**

**4.1** 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/Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

### **5. Patent Rights**

**5.1** 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 management and operations or any part thereof in the country.

### **6. Inspections**

**6.1** The Procuring Agency or its representative shall have the right to inspect and/or to test the management and operations to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.

**6.2** Nothing in GCC shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **7. Insurance**

**7.1** The service providers will provide insurance coverage of all ambulances /vehicles.

## **8. Incidental Services**

**8.1** The Supplier shall be required to provide all the incidental service charges and the cost of such incidental services include in total Contract price.

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

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

## **9. Warranty**

**9.1** The firm shall maintain the vehicle and equipment (vehicle tracker, oxygen cylinder, medical equipment etc.) under the period of contract. The firm will warrant running without interruption for the contract period.

**9.2** On the expiry of contract services provider will return vehicle / ambulance with equipment in running condition.

## **10. Payment**

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

## **11. Contract Amendments**

**11.1** No variation in or modification of the terms of the Contract shall be made.

## **12. Assignment**

**12.1** The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.

## **13. Subcontracts**

**13.1** The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract.

## **14. Delays in the Supplier's Performance**

**14.1** Execution of services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

## **15. Penalties/Liquidated Damages**

**15.1** In case of late delivery of services beyond the presented period, penalty as specified in SCC shall be imposed upon the Supplier/ Contractor.

**15.2** If the firm provides substandard management and operations, fail to respond calls within stipulated time period, penalty will be imposed as agreed by the procuring agency and service providers.

**15.3** The service provider will bear the cost of wear and tear of the ambulances

## **16. Termination for Default**

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

- a. If the service provider fails to deliver services in instance or instances the procuring agency may have the right to probe and impose penalty at service provider as agreed in contract agreement.
- b. If the service provider, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose

of this clause: “**corrupt practice**” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

“**fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

## **17. Force Majeure**

**17.1** Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its Performance Guaranty/ bid Security, or termination/ blacklisting 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. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of Ministry of Health, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, 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 reasonable alternative means for performance not prevented by the Force Majeure event.

## **18. Termination for Insolvency**

**18.1** The Procuring Agency may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent and If Supplier fails to render services up to the satisfaction of procuring agency, in this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

## **19. Arbitration and Resolution of Disputes**

**19.1** 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.

**19.2** 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 to the Arbitrator for resolution through arbitration.

**19.3** In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The arbitrator will be appointed with mutual consent of both the parties. The decisions of the Arbitrator shall be final and binding on the Parties.

## **20. Governing Language**

**20.1** The Contract shall be written in English language. Subject to GCC, 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 English.

## **21. Applicable Law**

**21.1** This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

## **22. Notices**

**22.1** Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed to other party's address specified in SCC.

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

# Special Conditions of Contract (SCC)

Special Conditions of Contract shall be concluded between the Procuring Agency and the successful bidder(s) as per specific requirement of the specific Services. In case where there is a conflict between the general conditions of the contract and the special conditions of contract, the special condition of contract shall prevail.

## 1. General:

1.1 The fee of all necessary licenses, if required to install and operate the equipment shall be borne by the Supplier and the Procuring Agency shall facilitate through documents only.

1.2 The Bank/Performance Guarantee will be discharged after successful completion of contract. A clearance letter/NOC will be issued by the head of concerned institution in this regard.

1.3 The Supplier shall arrange the necessary arrangements for;

- Operational training of drivers and supervisors.

## 2. Insurance of vehicles

2.1 Comprehensive insurance of vehicle and equipment installed in ambulances will be the liability of service provider

2.2 The cost of insurance shall be quoted in running cost per kilometer.

## 3. Payment

3.1 The payment schedule will be followed as per contract.

## 4. Execution of Warranty

4.1 A Log Book for the equipment shall be maintained by the Supplier in consultation with the H&PD. This will include the name of the equipment, preventive maintenance schedule, replacement of parts, POL etc.

4.3 The maintenance / replacement of spare parts of vehicle and equipment will be the responsibility of the service providers during the contract period.

4.4 Response time will be defined by the procuring agency in contract agreement

4.5 Supplier shall check system performance during and after every 3-months. An "Optimal Percentage" will be calculated by dividing "System in Service" hours by hours available, both measured on the basis of working hours as detailed above.

4.6 The firm will be bound to make arrangements for availability of qualified staff at site for prompt execution/coordination for running the activities.

4.7 The firm will provide the recommended preventive maintenance schedule of each of the equipment at the time of delivery.

4.8 The service provider will be responsible to provide contractors' Service Manuals.

## 5. Correspondence addresses

### Procuring Agency

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### Contracting Firm

M/S.....

# Performance Guarantee Form

To: *[Name & Address of the Procuring Agency]*

**Whereas** *[Name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to supply *[description of goods]* (hereinafter called “the Contract”).

**And whereas** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank/Performance Guarantee by a scheduled bank for the sum of 1% of the Contract amount as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

**And whereas** we have agreed to give the Supplier a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier to be in default under the Contract and without cavil or argument, any sum or sums 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 the \_\_\_\_\_ day of \_\_\_\_\_ , 20

Signature and Seal of the Guarantors/Bank

Address

Date

- Note:** 1. It should be valid for a period equal to the standard warranty period.  
2. The contract will be signed/ issued after submission of this Performance Security.

# SPECIMEN CONTRACT

## MANAGEMENT & OPERATIONAL SERVICES FOR RURAL AMBULANCE SYSTEM OF Project Implementation unit- Maryum Nawaz Health Clinic (PIU-MNHC), Health and Population Department, PUNJAB

This Contract for "MANAGEMENT & OPERATIONAL SERVICES FOR RURAL AMBULANCE SYSTEM OF Project Implementation unit- Maryum Nawaz Health Clinic (PIU-MNHC) Health & Population Department PUNJAB" (hereinafter referred to as the "**Contract**") is made at Lahore on this \_\_\_\_\_ day of \_\_\_\_\_ 20.

Between

The Project Implementation unit- Maryum Nawaz Health Clinic (PIU-MNHC), Health and Population Department, through its Program Director, (hereinafter referred to as the "**First Party**") which expression shall include its successors legal representatives and permitted assigns) of the FIRST PART;

And

M/s \_\_\_\_\_ a Company having its registered office at \_\_\_\_\_ through its duly authorized representative Mr/Ms. \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the "**Second Party**") which expression shall include its successors legal representatives and permitted assigns) of the SECOND PART;

The First Party and Second Party shall hereinafter collectively referred to as "**Parties**" and individually as a "**Party**".

### PREAMBLE:

WHEREAS the First Party invited Bids from prequalified firms through Notification No. \_\_\_\_\_ dated \_\_\_\_\_ .20 to hire the services for provision of operations and maintenance of its rural ambulance services program comprising of a fleet of Ambulances (consists of \_\_\_\_\_ Suzuki Bolan, \_\_\_ Toyota 4x4 Hilux) Ambulances, which number may increase from time to time, but may exceed upto 20 vehicles in a lot at any time.

AND WHEREAS, the Second Party has the required professional skills, expertise, resources, and experience to provide the services to run ambulance on 24/7 basis throughout Punjab at Health Facility Centre on the terms and conditions set forth in this Contract;

AND WHEREAS, the Second Party participated in the bid and was declared as successful bidder by the First Party and the First Party has accepted the bid of the Second Party for providing operations and maintenance of Ambulance Services under Rural Ambulance Program vide Advance Acceptance of Tender Notification No. dated \_ .20 issued by the First Party;

NOW THEREFORE, in consideration of the mutual promises and covenants, contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS:

Each of the following expressions used in this Contract shall have the meaning respectively assigned hereunder:

- 1.1. "**Applicable Law**" shall mean the laws applicable in the Province of Punjab;
- 1.2. "**Call Response Centre**" shall mean the call Centre setup by the First Party to receive

- emergency calls and inform the drivers of the Second Party;
- 1.3. **“Consideration Amount”** shall mean the amount payable by the First party to Second Party against generated invoices strictly in accordance with the terms of this Contract;
  - 1.4. **“Defects”** shall mean any defect in providing the services by the Second Party to First Party as defined by the First Party from time to time;
  - 1.5. **“First Party’s Notification of Award”** means the notification issued by First Party in favor of the Second Party;
  - 1.6. **“Health Facility Centre”** means any Tertiary Care Hospital, District Head Quarter Hospital, Tehsil Head Quarter Hospital, Basic Health Unit and Rural Health Centre, or any other health facility notified by the First Party from time to time;
  - 1.7. **“Performance Guarantee”** means Bank Guarantee / Pay Order of 1% of the Contract Amount provided by the Second Party to the First Party. For the purposes of this Contract, the Contract Amount of Contract Price shall be calculated for a month on approved rate of (Suzuki Bolan) Ambulances and (Toyota 4x4 Hilux) Ambulances at an average Kilometer Mileage per vehicle per day;
  - 1.8. **“Services”** shall mean operations and maintenance of Ambulances on 24/7 basis at Health Facility Centers in all districts of Punjab under H&PD Punjab and shall include the Services as mentioned in Clause 2 of the Contract.
  - 1.9. **“Undertaking”** means the undertaking provided by the Second Party.
  - 1.10. **“Heavy Loss”** mean any damage which requires up to 45 days to repair.
  - 1.11. **“Total Loss”** mean any damage which is beyond the repair.
  - 1.12. **“Major Repair”** means the repair in case of major accidents, Engine Overhauling, Gear Box, denting, painting and any other repair that could not be completed within 48 hours.
  - 1.13. **“Minor Repair Type-A”** means the repair of indicator, wiper, tuning, change of oil filter, air filter, polish, Battery Work, Fan Belt Change, Fuel Guage Change, Speedo Meter Repair, Full Wash Service, Head Light Work, refilling/replacement of any medical equipment, Tracker Repair, Stickers Work, Seat Poshish Work, Gear/Steering oil change, Timing Belt Change, Accelerator, Brake & Clutch cables, replacement of fuel pump, etc., and any other repair that can be completed within 2-6 hours. The second party will ensure uploading of pictorial evidences of the ambulance repair in RAS-1034 MIS. The second party is not allowed to change the type of repair work in RAS-1034 MIS.
  - 1.14. **“Minor Repair Type-B”** means the repair of Rims, tire, radiator, spring box, bumper repairing, Shock absorber, shaft cross, seat, silencer, shaft repair, suspension work, brake work, self & generator work, door work, water body work, ignition issue, clutch work, etc., and any other repair that can be completed within 6-48 hours. The second party will ensure uploading of pictorial evidences of the ambulance repair in RAS-1034 MIS. The second party is not allowed to change the type of repair work in RAS-1034 MIS.
  - 1.15. **“Minor Repair Type-C”** means any vehicle which required to be processed for insurance claim, i.e. Headlights, backlight, front screen, mirror, front door, backdoor and any other replacement of part which involve insurance company. The second party will ensure uploading of pictorial evidences of the ambulance repair in RAS-1034 MIS. The second party is not allowed to change the type of repair work in RAS-1034 MIS.
  - 1.16. **“Green Task”** means the picking up of patient and dropping at facility successfully.
  - 1.17. **“Yellow Task”** means mileage driven after assigning of the task, but the task could not be completed due to any reason other than the failure of operations & maintenance on part of the Second Party.
  - 1.18. **“Red Task”** means any task not completed due to failure on part of Second Party including but not limited to refusal, un-availability of driver, non-responsive driver upon call due to any reason, fuel limitation and vehicle on maintenance not put up by the Second party under maintenance.
  - 1.19. **“Black Task”** means any task which the patient dies during transportation.

## 2. **SCOPE OF SERVICES:**

The scope of Services under this Contract shall include managing of operations and maintenance of Ambulances (comprises of \_\_\_ Suzuki Bolan, \_\_\_ Toyota 4x4 Hilux, which number may increase from time to time. Currently total sum of 590 (543 Suzuki Bolan & 47 Toyota Hilux) at Health Facility Centers in all districts of Punjab under H&PD Punjab which include:

- 2.1. Providing the Services using professional skills and care and undertake all necessary steps to carry out and administer the Services (in accordance with the SOPs notified by First Party).
- 2.2. The Ambulances will remain available for 24 Hours & 7-Days a week basis for shifting of pregnant women & sick children from community (Home) to nearest Health Facility through Call Response

Centre (CRC). Drop back services will also be provided to women after delivery and the Second Party shall provide this service only upon instructions received from the CRC.

- 2.3. The Second Party will provide service to shift patients from BHUs/ RHCs to DHQ/ THQ/ Teaching hospitals on the instructions of CRC or instructions by the Deputy Commissioner in written in case of emergency and disaster, but the ambulances will not be used for day to day coverage of VIPs duty and any event.
- 2.4. Drivers will respond to CRC immediately. CRC will call the driver 3 times with the interval of 30 seconds. In case the driver is non-responsive, within five (5) minutes of three consecutive missed calls, the CRC will call the district officer of Second Party in such instances.
- 2.5. The First Party may provide to the Second Party, one (1) space for office at each district for the smooth operations and better coordination, subject to availability of space.
- 2.6. The Second Party shall be responsible for maintenance of all Ambulances and installed equipment as handed over to the Second Party.
- 2.7. The representative of the second party shall have meeting with District Coordinator, H&PD, at least once in a month to resolve local issues for better efficiency. The DTO will ensure meeting with concerned District Coordinator H&PD on monthly basis.
- 2.8. In case of repair of Ambulances the given protocols will be followed:
  - 2.8.1. The updating of the status of on road and off road vehicles for repair and maintenance will be the responsibility of Second party.
  - 2.8.2. In case of minor repair Type-A, the Second Party will inform the Call Response Centre (CRC) within 2 hours of arising of issue. The off road time for minor repair should not exceed beyond 6 hours.
  - 2.8.3. In case of minor repair Type-B, the Second Party will inform the Call Response Centre (CRC) within 2 hours of the arising of such issue. The off-road time for minor repair Type-B will be 6 to 48 hours. The updating of the status of on road and off road vehicles for repair and maintenance will be the responsibility of CRC Staff only.
  - 2.8.4. In case of minor repair Type-C, the Second Party will inform the Call Response Centre (CRC) within 2 hours of the arising of such issue. The off-road time for minor repair Type-C will be 2 to 6 days. The updating of the status of on road and off road vehicles for repair and maintenance will be the responsibility of CRC Staff only.
  - 2.8.5. In case of major repair, the Second Party will inform the Call Response Centre (CRC) within 2 hours of the arising of issue. The off road time for major repair will be 15 to 30 days with prior notice to CRC by the Second Party. The status of updating, on road and off road vehicles for repair and maintenance will be the responsibility of CRC Staff only.
  - 2.8.6. In case of total loss / heavy loss due to major accidents, the Second Party will inform the Call Response Centre (CRC) within two hours (2 hours) of arising of issue and within 48 hours to the First Party through special representative. The second party will make sure to process the insurance claim and get the vehicle cover within 90 days. If second party fails to get the vehicle cover within specified time, the first party will impose penalty to the second party as specified for major repair. First Party shall be responsible for arrangement of relevant documents within 30 days of the receiving of the insurance claim.
  - 2.8.7. In case of theft, snatching of the Ambulance the Second Party will inform the Call Response Centre (CRC) within Six hours (6 hours) of the incident. The Second Party shall be responsible to file insurance claim with the insurance company. The amount of insurance claim shall be returned to the Program.
  - 2.8.8. The second party will nominate the focal persons from provincial head office or district head office for entry and exit of any vehicle for major/ minor repair theft and snatching. The CRC will only entertain the requests for off road and on road vehicles from the nominated persons of the second party only. The drivers request for off road vehicles shall not be entertained.
  - 2.8.9. The Second Party will ensure that not more than of 15% of vehicles at a time should be retained/put in the maintenance excluding the major accident with pictorial evidence.
  - 2.8.10. The First party will only pay of those KMs that covered in and only for Green/Yellow/Black Maintenance Tasks (Start Time & End Time) Calculated through the system.
  - 2.8.11. RAS-MIS will provide the ambulance-wise, day-wise/date-wise, KMs travelled Green/Yellow/Maintenance Tasks (Start Time & End Time).

2.8.12. The Ambulance that is in maintenance will be visible in the dashboard and in RAS-MIS Dashboard in orange color.

2.8.13. Any change in scope of services/SOPs directed by the department/ program will be adhered by the Second party.

### **3. DELIVERY OF POSSESSION OF AMBULANCES:**

3.1. The First Party shall ensure to provide registered two categories of Ambulances with medical equipment to the Second Party. The list of the medical equipment will be shared by the First Party. The types of vehicles include:

3.1.1. Suzuki Bolan Ambulance 800 CC (543). Will be divided as per lot(s)

3.1.2. Toyota Hilux Single Cabin Ambulance (2500-3000CC) (47). Will be divided as per lot(s)

3.2. The First Party has provided the Ambulances to the Second Party.

3.3. After completion of Contract Period, the Second Party shall handover the said Ambulances to First Party in running condition with same make, model and engine, chassis number and equipment (as per Notification of Awards issued by the worthy Secretary Health & Population Department).

### **4. MAINTENANCE OF AMBULANCE:**

4.1. The Second Party shall bear the costs for the following maintenance of the Ambulances:

4.1.1. Major Repair

4.1.2. Minor Repair

4.1.3. Replacement of Tires

4.1.4. Replacement of Batteries

4.1.5. Maintenance and Replacement of fabricated equipment

4.1.6. Change of all oils with requirements and labor;

4.2. Availability and refilling of Oxygen Cylinder shall be the responsibility of First Party.

4.3. The Second Party is responsible to install and maintain tracker units in all the Ambulances provided to the Second Party. The control should be in hands of First party.

4.4. The provision and payment of sim package will be responsibility of the first party.

### **5. INSURANCE**

5.1. The Ambulances shall be insured from a reputable insurance company by the Second Party for the smooth running of the services and the insurance papers of the ambulances shall remain in the custody of the Second Party, however the second party will provide the copy of the insurance papers to the First party after handing over with full coverage within the period of one month.

### **6. ADDITIONAL SERVICES**

6.1. The First Party may ask the Second Party to perform additional services not included in the scope of services as mentioned in Clause 2 of the contract during the currency of Contract or as an extension to the Contract.

### **7. DURATION OF THE CONTRACT**

7.1. The Contract shall be effective for one year.

7.2. Upon expiry of the contract the parties may by mutual consent extend the contract for another term of one year best suitable to both the parties.

### **8. CONTRACT PRICE**

8.1. Subject to clause 8.3 below, the Contract Price (in PKR) shall be as follows as per kilometer mileage run by each Ambulance during the course of provision of Services under the Contract:

8.1.1. Suzuki Bolan Van 800 CC Rs. \_\_\_/- (Inclusive of all taxes)

8.1.2. Toyota Hilux 4X4 Rs. \_\_\_/- + (Inclusive of all taxes)

8.2. That the above-mentioned cost shall include salary of drivers/ supervisors (EOBI, PESSI etc.), management, repair, maintenance of Ambulance, and POL, and any other cost incurred to run the ambulances while no additional cost shall be granted under the mentioned heads.

8.3. No fixed cost per vehicle per month shall be given. The First Party shall adjust rates proportionally in accordance with the increase/decrease in prices of Petrol/Diesel/Oil (Fuel)

based on fuel price at the time of tender/BIDDING opening dated \_\_.20 which was Rs. \_\_/- per litre for Petrol and Rs. \_\_\_\_\_/- per litre for Diesel. The first party will pay 10% of the increase of fuel price per litre as per KM rate; for example; if the fuel price increases by 1 Rupee per litre, the increase in per KM rate shall be 0.1 rupee / KM according to the average of the ambulances which is settled @ 10Km per Litre and identical formula will be applicable for decrease in fuel prices i.e. 10% of the decrease of fuel price as decreased in per KM rate; for example; if the fuel price decreases by 1 Rupee, the decrease in per KM rate shall be 0.1 rupee / KM.

- 8.4. The Second Party shall submit photocopy of log book of each ambulance to the First Party with the invoice as proof of running mileage.
- 8.5. If any difference arises between running mileage calculated by the First Party through tracker and the log book mileage submitted by the Second Party, if having a difference between tracker mileage and meter/log book  $\pm 10\%$ , the tracker or meter mileage, whichever is lower, shall be considered for the settlement of Invoices. However, where the Parties could not reach an agreement, the First Party shall conduct an investigation on its own, and shall pay the Second Party after receiving the report of such investigation with regards to the disputed mileage. The Second Party shall not raise any objection to the investigation conducted by the First Party, and shall accept the same.
- 8.6. That, in case, the difference between the tracker mileage and the meter/ log book exceeds  $+10\%$ , it is agreed between the Parties that the First party shall pay the consideration to the extent of maximum of 10% (tracker/ meter mileage whichever is lower), however, the difference in addition to 10%, shall be waived off by the Second Party, and the same shall be written off from the books.
- 8.7. That the above-mentioned Clause 8.6 is applicable in case there is a positive difference in tracker mileage and log book when the value of logbook exceeds the value of tracker, and not in case of negative difference. In latter case, the First Party shall pay as per the demanded value in logbook.
- 8.8. The log book shall be maintained by the Second Party.
- 8.9. The meter / log book mileage (whichever is lower) shall be considered as final for the purpose of payment in poor connectivity areas (where the tracker does not work) after verification of task from call center record.
- 8.10. W.H.T is included in the above-mentioned rates and first party will deduct the W.H.T as per the withholding rules of the law. However, if the Second Party provide a valid income tax exemption certificate, the first party will not deduct the income tax from the payment.
- 8.11. All mileage driven for fueling and repair of ambulance will be charged accordingly in the logbook as per detail below:

8.11.1.1.	For Fueling	20 KM two way drive
8.11.1.2.	For Minor Repairing Type-A	20 KM two way drive
8.11.1.3.	For Minor Repairing Type-B	30 KM two way drive
8.11.1.4.	For Minor Repairing Type-C	50 KM two way drive
8.11.1.5.	For Major Repairing	100 KM two way drive

After generating the task, the system will calculate the KMs from Start Time and End Time.

#### **9. MODE OF PAYMENT**

- 9.1. The Second Party will generate and submit its invoices on fortnight basis along with all relevant / supporting document i.e. logbooks, tracking reports etc.
- 9.2. The Consideration Amount shall be paid to the Second Party within 30 days from the receipt of the invoices along with all relevant / supporting documents i.e. logbooks, tracking reports etc.
- 9.3. The Consideration Amount shall be paid by the First Party in Pak Rupees ("PKR") through Cross Cheque in the name of the Second Party.

#### **10. RELATIONSHIP OF THE PARTIES TO THE CONTRACT**

- 10.1. The Second Party shall provide the Services as an independent Contractor and that the Second Party shall not be considered as an employee or an agent of the First Party.
- 10.2. The Second Party shall carry out the tasks and duties assigned to it as mentioned in the Scope of Service / Term of Reference, attached, hereunder and notified by the First Party from time to time.

**10.3.** The First Party hereby undertakes to hold responsible the Second Party for only those tasks and duties which are specifically assigned to it under this Contract, Scope of Service /Terms of Reference, and any Service which is beyond the Scope of Service / Terms of Reference & Contract, if required, shall not constitute a partnership between the parties and the Second Party shall not in any manner

represent itself as agent of authorized representative of the First Party or of the Government of Punjab, etc., or be considered as such.

#### **11. PENALTY ON OFF ROAD DAYS:**

The Ambulances will provide Services on 24 hours and 7 days a week basis at Health Facility Centers, however in case of off road ambulance or repair of ambulance etc., following procedure will be followed.

- 11.1.** As per clause 2.4 stated above, in case the driver is non-responsive, within five (5) minutes of three consecutive missed calls, Second Party will be imposed a penalty of Rs. 500/- per incident by the First Party for non-compliance.  
However, this penalty will not be imposed in the event of poor or no-network service. Moreover, the CRC will call the district officer of Second Party in such instances and if the district officer is also non-responsive, a penalty of Rs. 1,000/- per incident shall be imposed on the Second Party.
- 11.2.** The First party will impose penalty of Rs. 5,000 on the DTO even the Task is Green or Red because of delay (10 minutes) in coordination after the driver not picked the call of CRC.
- 11.3.** As per clause 2.7 stated above, in case the DTO failed to hold the meeting with District Coordinator, H&PD in any month, a penalty for Rs. 2,000/- per meeting will be imposed.
- 11.4.** As per clause 4.3 stated above, a penalty of Rs. 1,000/- per day shall be imposed on Second Party in case the Oxygen Cylinder is found empty.
- 11.5.** As per clause 4.4 stated above, a penalty of Rs. 1,000/- per day shall be imposed on Second Party in case of failure of tracker services beyond 24 hours.
- 11.6.** In case of minor repair Type-A, the Second Party will inform the Call Response Centre (CRC) within 2 hours of arising of issue. If fails to report within 2 hours a penalty of Rs. 500/- shall be imposed. The off-road time for minor repair Type-A will be 2 to 6 hours. If the ambulance off road time will increases by the specified time due to negligence, the First Party will impose penalty of Rs. 1,000/- per day on Second Party and total days for penalty shall be calculated starting from crossing the maximum time duration of minor repair. Penalty shall also be charged for one day if the vehicle gets on road on same day but after the specified time, provided for such repair. Penalty for second day shall be imposed after 24 hours and time shall be calculated crossing the maximum time duration for minor repair Type-A. The updating of the status of on road and off road vehicles for repair and maintenance will be the responsibility of CRC staff only.
- 11.7.** In case of minor repair Type-B, the Second Party will inform the Call Response Centre (CRC) within 2 hours of the arising of such issue. If the party fails to report within 2 hours a penalty of Rs. 500/- shall be imposed. The off-road time for type-B minor repair will be 6 to 48 hours. If the ambulance off road time will increase by the specified time due to negligence, the First Party will impose penalty of Rs. 1,000/- per day on Second Party and total days for penalty shall be calculated starting from crossing the maximum time duration of minor repair. The updating of the status of on road and off road vehicles for repair and maintenance will be the responsibility of CRC staff only.
- 11.8.** In case of minor repair Type-C, the Second Party will inform the Call Response Centre (CRC) within 2 hours of the arising of such issue. If it fails to report within 2 hours a penalty of Rs. 500/- shall be imposed. The off-road time for minor repair will be 2 to 6 days. If the ambulance off road time will increase by the specified time due to negligence, the First Party will impose penalty of Rs. 1,000/- per day on Second Party and total days for penalty shall be calculated starting from crossing the maximum time duration of minor repair. The updating of the status of on road and off road vehicles for repair and maintenance will be the responsibility of CRC Staff only.
- 11.9.** In case of major repair, the Second Party will inform the Call Response Centre (CRC) within 2 hours of the arising of issue if fails to report within 2 hours, a penalty of Rs. 500/- shall be imposed. The off road time for major repair will be 15 to 30 days with prior notice to CRC by the Second Party. In case of off road time exceeds 30 days, penalty will be imposed by the First Party @ Rs. 1,500/- per day and total days for penalty shall be calculated starting from crossing the maximum time duration of minor repair. The status of updating, on road and off road vehicles for repair and maintenance will be the responsibility of CRC Staff only.
- 11.10.** In case of total loss / heavy loss due to major accidents, the Second Party will inform the Call Response Centre (CRC) within two hours (2 hours) of the arising of issue. If it fails to

report within 2 hours, a penalty of Rs. 500/- per day shall be imposed. The Second Party will also inform the First Party within 48 hours through special representative. If fails to report within 48 hours a penalty of Rs. 500/- per day shall be imposed. However, second party will make sure to process the insurance claim and get the vehicle cover within 90 days. If second party fails to get the vehicle cover within specified time, the first party will impose penalty to the second party as specified for major repair. First Party shall be responsible for arrangement of relevant documents within 30 days of the receiving of the insurance claim.

- 11.11. In case of theft, snatching of the Ambulance the Second Party will inform the Call Response Centre (CRC) within Six hours (6 hours) of the incident. If it fails to report within six hours a penalty of Rs. 500/- per day shall be imposed on second party. The Second Party shall be responsible to file insurance claim with the insurance company.
- 11.12. In case the vehicle is unable to perform tasks assigned by the CRC due to lack of fuel, a penalty of Rs. 2,000/- per incident shall be imposed on the Second Party. However, the penalty shall not be imposed in known cases of shortage in fuel supply due to ongoing unforeseen events such as strikes, sudden price hikes and unavailability of fuel.
- 11.13. The second party shall ensure the highest standards of quality and professionalism from its drivers. In case any driver found / reported with invalid driving license, a penalty of Rs. 25,000/- per incident and in case, any driver found without uniform a penalty of Rs. 500/- per incident shall be imposed on the second party. In case the ambulance are being driven by unauthorized / other than allocated person a penalty of Rs. 25,000/- per incident shall be imposed on second party.
- 11.14. In case, any vehicle found / reported misuse/fake task, a penalty of Rs. up to 10,000/- per incident as per determined by the Program Director after an inquiry, shall be imposed on second party.
- 11.15. A penalty of Rs. 1,000/- per incident will be imposed on the second party as he exceeds the allowed KMs according to the allowed maintenance to implement the task/activity that will generate on the RAS-MIS or Tracking-MIS from which KMs will count. The driver will put maintenance KM log in the log book.
- 11.16. In case, any vehicle found/reported without Functional Lights (includes tail lamps, headlights, indicators and brake lights), a penalty of Rs. 500/- per incident shall be imposed on second party.
- 11.17. In case, any vehicle found/reported without functional Spare wheel, a penalty of Rs. 5,000/- per incident shall be imposed on second party.
- 11.18. In case, any vehicle found/reported without functional Stretcher, a penalty of Rs. 5,000/- per incident shall be imposed on second party.
- 11.19. In case, any vehicle found/reported without Oxygen Cylinder, a penalty of Rs. 5,000/- per incident shall be imposed on second party.
- 11.20. In case, any vehicle found/reported without First Aid Box, a penalty of Rs. 5,000/- per incident shall be imposed on second party.
- 11.21. In case, any vehicle found/reported without Driver, a penalty of Rs. 2,000/- per incident shall be imposed on second party.
- 11.22. In case, any vehicle failed as per knock down criteria set by the department, a penalty of Rs. 5,000/- per failed ambulance shall be imposed on second party.
- 11.23. In case, any vehicle found/reported without Official sim during working hours, a penalty of Rs. 1,000/- per incident shall be imposed on second party.
- 11.24. Due to non-fulfillment of any one of below mentioned indicator, the first party will impose penalty on second party as per penalties mentioned against each.
- 11.25. First Party shall intimate the second party in written, before imposing any penalty and shall also provide suitable time to the Second Party for clarification.
- 11.26. The second party will report about authorized drivers against respective vehicles along with invoices fortnightly as routine and any change in driver will also be reported within 24 hours.

## **12. GENERAL COVENANTS:**

- 12.1. In consideration of the payments to be made by the First Party to the Second Party as herein mentioned, the Second Party hereby covenants with the First Party to provide the Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.

- 12.2. The First Party hereby covenants to pay the Second Party in consideration of the provisions of the Services to run on 24/7 basis ambulance vehicles and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
- 12.3. The Second Party hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt business practice.
- 12.4. Without limiting the generality of the foregoing, Second Party represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give anyone within or outside Pakistan either directly or indirectly through any natural or juridical person including its affiliate, agent associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the Management and Operational Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.
- 12.5. The Second Party certified that it has made and shall make full disclosure of all agreements and arrangement with all persons in respect of or relation to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
- 12.6. The Second Party accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts, or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege, or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of the Punjab under any law, Contract or other instrument, be avoidable at the option of Government of the Punjab.
- 12.7. Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard. The Second Party agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Punjab in an amount equivalent to the time the sum of any commission, gratification, bribe, finder's fee or kickback given by the Second Party as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest privilege, or other obligation or benefit in whatsoever form from Government of the Punjab.
- 12.8. The Second Party will furnish a Performance Guarantee in the shape of Bank Guarantee / Pay Order, as defined in this Contract, to the First Party within 07 days from the date of signing of the Contract. The First Party will return the original Bank Guarantee to the Second Party on expiry or termination of the Contract. The Second Party will provide a pay order of equivalent amount of Bank Guarantee till the Bank Guarantee is arranged by the Second Party. The First Party will return the Pay Order when Bank Guarantee is furnished by the Second Party in favor of the First Party.
- 12.9. Neither Party shall use or refer the other Party's name, logos or trademarks without its prior written consent.
- 12.10. In the event of any inconsistency between the documents, the Contract document shall prevail.

### **13. CONFIDENTIALITY:**

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

#### **14. TERMINATION**

- 14.1.** Any Party may terminate the Contract by giving one (1) month prior written notice to the other Party, with reasons on the addresses as mentioned above. Notice given by any party to the other Party shall be in writing and shall be effective upon the date of delivery of Notice.

#### **15. FORCE MAJEURE:**

The Parties shall not be liable for breach of terms of the Contract caused by circumstances beyond reasonable control of the Parties.

#### **16. GOVERNING LAW AND DISPUTE RESOLUTION**

In the event of any controversy or claim or dispute arising out of or relating to the Contract, or a breach thereof, the Parties shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to the Parties. If the Parties fail to settle the controversy or claim or dispute at the expiration of thirty days from the date of its occurrence, the same shall be exclusively and finally settled by arbitration under the provisions of the Arbitration Act, 1940. The place of arbitration will be at Lahore, unless the Parties mutually agree otherwise. The arbitral panel shall be composed of three arbitrators, one to be selected by the First Party, one to be selected by the Second Party and the third (who shall act as the chairman of the panel) to be selected by the two previously selected arbitrators. Once the arbitral panel has been composed, the arbitrators shall act as neutrals and not as party arbitrators, and no party shall engage in any ex parte communication with any member of the arbitral panel. The arbitral panel shall determine the rights and obligations of the Parties in accordance with the substantive laws of Pakistan and without regard to conflict of laws and principles thereof. Except as to be:

- 16.1.** mutually and expressly agreed by the Parties, the arbitral panel shall have no power to alter or modify any terms or provisions of the Contract, or to render any award that, by its term or effects, would alter or modify any term or provision of this Contract. The Parties shall be entitled to reasonable production of relevant, non-privileged documents, carried out expeditiously. If the Parties are unable to agree upon the same, the arbitral panel shall have the power, upon application of any Party, to make all appropriate orders for production of documents by any Party. At the request of any Party, the arbitral panel shall have the discretion to order the examination by deposition of any witness to the extent the arbitral tribunal deems such examination appropriate or necessary. Each Party shall bear its own attorney (s) fee, expenses, and costs. Any award of monetary damages shall be in writing and state the reasons upon which it is based. The award shall be final and binding on the Parties.
- 16.2.** The Parties agree that:
- 16.2.1.** All arbitration proceedings will take place in the jurisdiction of the province of Punjab, Pakistan;
- 16.2.2.** Except as may be required by law neither a Party nor its representatives may disclose the existence, content to results of an arbitration hereunder without the prior written consent of the Parties;
- 16.2.3.** The language of the arbitration shall be English;
- 16.2.4.** It is the intent of the Parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 90 days from the date, the Arbitral panel is appointed. The Arbitral panel may extend this time limit in the interests of justice;
- 16.2.5.** The decision of such arbitration toward or awards made by such Arbitrator(s) and Umpire shall be final and binding upon the parties hereto without appeal to any court of law;
- 16.2.6.** During the pendency of the decision or award, the Parties shall continue to perform their obligations pursuant to the Contract or Statement of Work;
- 16.2.7.** The Arbitral panel will sit on the request of either of the Parties;
- 16.2.8.** The Panel will also decide about the liabilities of the Parties whether financial or any other; and
- 16.2.9.** The Panel will also ensure that all due and unpaid legal payments are paid timely.

#### **17. MISCELLANEOUS**

- 17.1.** The Contract shall constitute the entire Contract between the Parties as relating to the Services. It covers and supersedes all prior contracts, understandings and representations including any confidentiality contracts previously executed.

- 17.2. The terms and conditions of the BIDDING Documents, as well as Advance Acceptance of Tender Notification No. \_\_\_\_\_ dated \_\_\_\_\_.20 shall make an integral part of this Contract, and be read together for the purposes of execution and interpretation.
- 17.3. The Parties shall sign the Contract including any Scope of Services as well as any modifications thereto and each Party may sign a different copy of the same document. The Parties must agree, mutually, in writing to modify the Contract or any Scope of Services hereunder.
- 17.4. Each Party represents that the person signing the Contract hereunder on its behalf is expressly authorized to execute the same and to bind each of the Parties to its terms.
- 17.5. If any provision of the Contract in whole or in part is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.

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

**Sign/ Seal by the First Party**

**Sign/ Seal by Second Party**

\_\_\_\_\_  
PROGRAM DIRECTOR  
PIU-MNHC PROGRAM  
GOVERNMENT OF PUNJAB

\_\_\_\_\_  
Mr. \_\_\_\_\_  
CNIC No. \_\_\_\_\_  
M/s \_\_\_\_\_

**Witness**

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

# Bid/Bid Form

Date:  
Tender  
No:  
Name of the Item:

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

Respected Sir

Having examined the BIDDING Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, we offer the management and operational services to run 24/7 ambulances/vehicle specified in and in conformity with the said BIDDING Documents for the sum of *[Total Bid Amount per kilometer per vehicle]*, *[Bid Amount in words]* 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, to deliver the services in accordance with the services/delivery schedule specified in the Schedule of Requirements. If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of 1 percent of the Contract Price per Month for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of two years from the date fixed for bid opening under ITB Clause 18 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.

We understand that you are not bound to accept the lowest or any bid you may receive. 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 bidder  
Currency (if none, state "none")."

Amount and

Dated this day of ,

20 Signature  
(in the capacity of)

Duly authorized to sign bid for and on behalf of

# Price Schedule (DDP basis)

**User Note: This form is to be filled in by the Bidder for quoted services and shall submit with Financial Bid. If intended to quote for more than one item/product, a separate form should be used for each item/product intended to quote for.**

Name of the Firm:

BIDDING/Bid

Reference. No:

Date of opening of BIDDING/Bid:

**Service provision cost Rs:**

**(For Bolan 800 CC Ambulances)**

Sr. No.	Name of the tender Item	Unit Price Rs/KM (Without Taxes)	Per KM Applicable taxes/duties @-- Rs:/km	Unit Price/Km Rs (Inclusive of all applicable taxes)	Discounts (if any)	Final Total Price (Inclusive of all taxes if any)/Km Rs:
1	2	3	4	5	6	7
				3+4=		5-6

**(Toyota Hilux single cabin 2500-3000CC Ambulances)**

Sr. No.	Name of the tender Item	Unit Price Rs/KM (Without Taxes)	Per KM Applicable taxes/duties @-- Rs:/km	Unit Price/Km Rs (Inclusive of all applicable taxes)	Discounts (if any)	Final Total Price (Inclusive of all taxes if any)/Km Rs:
1	2	3	4	5	6	7
				3+4=		5-6

Designation: .....

Date: .....-

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Official Stamp: .....

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## NOTE:

Lowest evaluated bidder will be determined on the basis of proportionate of number of Suzuki Bolan & Toyota Hilux against each lot(s). For example, against Bahawalpur Lot, Suzuki Bolan are 51 and Hilux are 12, hence the proportionate ratio for the lowest determination shall be 76.47 (Suzuki Bolan) and 23.52 (Toyota Hilux) of the quoted cost for the lot.

LEB for the Bahawalpur	Quoted per KM price of Bolan x 76.47% + Quoted per KM price of Toyota Hilux x 23.52%
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Division Wise Lots					
Lot #	Division Name	District Name	Bolan 800cc	Toyota Hilux 2500cc to 3000cc	Total Rural Ambulance
1	Bahawalpur	Bahawalnagar	15	4	19
		Bahawalpur	17	4	21
		Rahim Yar Khan	19	4	23
2	Dera Ghazi Khan	Dera Ghazi Khan	17		17
		Layyah	14	3	17
		Muzaffargarh	20	3	23
		Rajanpur	15	4	19
3	Faisalabad	Chiniot	10		10
		Faisalabad	26		26
		Jhang	18	1	19
		T.T Singh	19		19
4	Gujranwala	Gujranwala	19		19
		Gujrat	13		13
		Hafizabad	10		10
		Mandi Bahuddin	13		13
		Narowal	10		10
		Sialkot	18		18
5	Lahore	Kasur	16		16
		Lahore	7		7
		Nankana Sahib	14		14
		Sheikhupura	17		17
6	Multan	Khanewal	17		17
		Lodhran	11	1	12
		Multan	21		21
		Vehari	19		19
7	Rawalpindi	Attock	17	4	21
		Chakwal	12	4	16
		Jhelum	10	3	13
		Rawalpindi	15	4	19
8	Sahiwal	Okara	18		18
		Pakpattan	9		9
		Sahiwal	14		14
9	Sargodha	Bhakkar	11	3	14
		Khushab	9	2	11
		Mianwali	12	3	15
		Sargodha	21		21
<b>Total</b>			<b>543</b>	<b>47</b>	<b>590</b>

**Note: Each lot is separate lot and quote separately.**