



Primary & Secondary  
Healthcare Department

**BIDDING DOCUMENTS  
FOR  
REPAIR OF VEHICLE AND GENERATOR  
WITH SPARE PARTS**

**(FINANCIAL YEAR 2020-21)**

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

**Name of Procuring Agency: Directorate General Health Services,  
Punjab, Lahore.**  
**Corresponding Address : 24-Cooper Road, Lahore.**  
**Phone No. : 042-99201145**  
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# BID DATA SHEET

ITB Reference	Description	Detail
ITB Clause 24	Last date and time for the receipt of bids	<b>06.04.2021 at 11:00 A.M</b>
ITB Clause 27	Date, time and venue of opening of technical bids	<b>06.04.2021 at 11:30 A.M Committee Room No. 1 DGHS Punjab</b>
N/A	Bid Reference No.	<b>Nil</b>
ITB Clause 16	Bid currency	PKR on free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination.
ITB Clause 13	Language of bid	English
ITB Clause 20	Amount of bid security	2% of Estimated Cost
ITB Clause 21	Bid validity period	180 days from the date of the submission of bids
ITB Clause 09	Bidding procedure	Single Stage – Two Envelope bidding procedure
ITB Clause 27	<b>Directorate General Health Services, Punjab, Lahore 24-Cooper Road, Lahore. Phone No. 042-99201139-45 Fax No.042-99201142 E-Mail : <a href="mailto:pcdghslahore@gmail.com">pcdghslahore@gmail.com</a></b>	

**SECTION I**  
**INVITATION TO BID**



Primary & Secondary  
Healthcare Department

### **LETTER OF INVITATION**

**SUBJECT: INVITATION TO BID FOR REPAIR & MAINTENANCE OF VEHICLE & GENERATOR FOR THE FINANCIAL YEAR 2020-21**

Dated:

**Dear Sir/ Madam**

Directorate General Health Services, Punjab, invites sealed Bid (Technical & Financial) from eligible bidders for the repair of official vehicles & generator with spare parts on free delivery to Consignee's end basis. Detailed technical specifications along with quantities of spare parts are given in the Bidding Documents.

<b>Package No.</b>	<b>Description</b>
Package-1	Repair of Toyota Hilux Double Cabin
Package-2	Repair of Mitsubishi Double Cabin
Package-3	Repair of Generator

2. Bidders can download the Bidding Documents containing tender's item specifications, quantity, terms & conditions from the websites of Directorate General Health Services, Punjab ([www.dghs.punjab.gov.pk](http://www.dghs.punjab.gov.pk)) and Punjab Procurement Regulatory Authority ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)). Same can be obtained from Purchase Cell, DGHS, until 10:30 Am on the closing date for the submission of bids on payment of non-refundable **Rs. 1000/- (One Thousand only)** as tender fee.

3. Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure of Punjab Procurement Rules, 2014. The envelopes shall be marked as "FINANCIAL PROPOSAL" and TECHNICAL PROPOSAL" in bold and legible letters. Financial Proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

4. Sealed bids are required to be submitted by the Bidders on **06-04-2021** at **11.00 A.M** positively in the Directorate General Health Services, Punjab 24-Cooper Road Lahore. The bids received till stipulated date & time shall be opened on the same day at **11:30 A.M** in the presence of the notified purchase committee and bidders or their authorized representatives who choose to attend. Late bids shall not be entertained. Bid security @ 2% of the estimated cost in the shape of Pay Order / Bank Draft / Call Deposit must be attached with the financial bid.

5. All bids should be submitted in Tape Binding. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the Bidding Documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory.

6. In case the date of opening or last date of sale is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of submission and opening of tenders accordingly. The time and venue shall remain the same.

**Note:**

- 1) The Procurement/Bidding Process shall be governed by the Punjab Procurement Rules, 2014.**
- 2) The bidders are required to participate for complete package. If during the repair work any other spare part / services not mentioned in section III schedule of requirements and technical specifications is required, the supplier will provide it at its own cost (no increase in price will be permissible in quoted cost).**
- 3) The interested bidder may visit the office of DGHS Punjab for examination & assessment of Vehicles/Generator before submission of bid.**

*Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully*

**SECTION II**  
**INSTRUCTIONS TO BIDDERS**

**1. Scope of Bid**

1.1 Directorate General Health Services, Punjab, Government of the Punjab, invites sealed bids from reputed firms / workshops / authorized agents of manufacturers for repair of official vehicle & generator with spare parts as per quantities and specifications more specifically described in **Section III of the Bidding Documents** i.e. Schedule of Requirements & Technical Specifications.

**2. Source of Funds**

2.1 Government of the Punjab.

**3. Eligible Bidders**

3.1 Well reputed firms / workshops / authorized agents of manufacturers having technical & managerial capabilities & experience in repair of vehicles & generator are eligible bidders.

3.2 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public-sector organization are NOT ELIGIBLE.

**4. Corrupt or Fraudulent Practices and Mechanism to Debar/Blacklist the Defaulted Bidder**

4.1 The Government of Punjab defines Corrupt and Fraudulent Practices as *“the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following practices:*

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

*(ii) Collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*

*(iii) 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 a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;*

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

4.3 The following are the events which would lead to initiate under the PPRA Rules 2014 Blacklisting / Debarment process;

- i. Submission of false fabricated / forged documents for procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
- iv. Non-execution of work as per terms & condition of contract.
- v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- vi. Involvement in any sort of tender fixing.
- vii. Persistent and intentional violation of important conditions of contract
- viii. Non-adherence to quality specification despite being importunately pointed out.
- ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

**PROCEDURE:** The procedure mentioned in Punjab Procurement Rules 2014 will be followed.

**5. Eligible Goods and Services**

5.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of Punjab in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, insurance, after sale service etc.

**6. Cost of Bidding**

6.1 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.

**7. Bidding for Selective Items**

7.1 The bidder must bid for complete package as mentioned in Section III i.e. schedule of requirements & technical specifications. A bid which is not for complete package will straightaway be rejected.

**THE BIDDING PROCEDURE**

**8. The Governing Rules**

8.1 The Bidding procedure shall be governed by the Punjab Procurement Rules, 2014, of the Government of Punjab.

**9. Applicable Bidding Procedure**

9.1 “Single stage – Two Envelops bidding procedure” as per Rule 38 2(a) shall be employed.

***Single Stage: Two Envelope Bidding Procedure***

*Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:*

*(i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;*

*(ii) the envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;*

*(iii) in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency;*

*(iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;*

- (v) during the technical evaluation no amendments in the technical proposal shall be permitted;*
- (vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;*
- (vii) the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and*
- (viii) the lowest evaluated bidder shall be awarded the contract;*

## **THE BIDDING DOCUMENTS**

### **10. Contents of the Bidding Documents**

10.1 The goods required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- (a) Instructions to Bidders (ITB) (Section-II)
- (b) Schedule of Requirements & Technical Specifications (Section-III)
- (c) Evaluation Criteria (Section-IV)
- (d) Bid Forms (Section-V)
  - i) Letter of Intention
  - ii) Affidavit
  - iii) Technical Forms
  - iv) Financial Forms
- (f) Draft Standard Contract (Section-VI)
  - i. Contract Form
  - ii. General Conditions of the Contract
  - iii. Special Conditions of Contract,

10.2 The "Invitation for Bids" is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

10.3 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.

### **11. Clarification(s) on Bidding Documents**

11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Bid Data Sheet. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later

than **Ten (10) days** prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

**12. Amendment(s) to the Bidding Documents**

12.1 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(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).

12.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, E-mail or Fax, and shall be binding on them.

12.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

**PREPARATION OF BIDS**

**13. Language of Bids.**

13.1 All correspondence, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written either in English or Urdu or both languages. 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 or Urdu, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

**14. Documents Comprising the Bids.**

14.1 The Bid shall comprise of the BID FORMS, UNDERTAKING, TECHNICAL DETAIL OF THE PRODUCT, of this Bidding Document and all those ancillary documentation that are prescribed for the eligibility of the goods and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.

14.2 The Bidder shall complete the BID FORM and an appropriate PRICE SCHEDULE furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

**15. Bid Price.**

15.1 The Bidder shall indicate on the appropriate form, prescribed in this Bidding Documents, the unit prices and total bid price of the goods,

it proposes to supply on free delivery to the consignee end under the Contract.

15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom.

15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Section III of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

15.4 The Bidder is required to offer a competitive price. All prices must include the taxes and duties, where applicable and all Ex-work & inland transportation & storage charges till the destination (on free delivery to Consignee's end basis). If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties.-

15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

15.6 Prices offered should be for the entire quantity of an item demanded in the Section III i.e., Schedule of Requirement & Technical Specifications; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bid.

15.7 While making a price quote, trend/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

**16. Bid Currencies.**

16.1 Prices shall be quoted in Pak Rupees.

**17. Samples.**

17.1 The Bidder shall provide samples of quoted goods along with the bid at his own cost and in a quantity prescribed by the Procuring Agency in Section III.

**18. Documentation on Eligibility of Bidders.**

18.1 Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

18.2 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 above.

**19. Documentation on Eligibility of Goods.**

19.1 The Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

**20. Bid Security.**

20.1 The bidder shall provide **2%** bid security of estimated cost.

**21. Bid Validity.**

21.1 Bids shall remain valid for the period identified in the Bid Data Sheet after the date of 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.

21.2 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 reason 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 be for not more than the period equal to the period of the original bid validity.

21.3 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 without forfeiture of their bid securities.

**22. Format and Signing of Bids.**

22.1 The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.

22.2 The original bid shall be typed or written in indelible ink. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding document and signatures of authorized person. Moreover, signing and stamping of each page of bidding document/form is mandatory.

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

## **SUBMISSION OF BIDS**

### **23. Sealing and Marking of Bids.**

23.1 The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the proposals/bids in separate envelopes. The envelopes shall then be sealed in an outer envelope marked with **Bid Reference Number & Tender No.**

23.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and

(b) Bid Reference, Tender No./ Items No. indicated in **Section III, Schedule of Requirements & Technical Specifications** and a statement: “DO NOT OPEN BEFORE,” the time and the date specified for opening of Bids.

23.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as “non-responsive” or “late”.

23.4 If the outer as well as inner envelope is not sealed and marked as required by 23.1 to 23.4 above the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.

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

24.1 All bids should be submitted in tape binding. Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the Bid Data Sheet. **Bids received later than the time and date specified in the Advertisement/Bid Data Sheet will stand summarily rejected.**

24.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, 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.

### **25. Late Bids**

25.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 24 shall be rejected and returned unopened to the Bidder.

### **26. Withdrawal of Bids**

26.1 The Bidder may withdraw its bid after the bid’s submission and prior to the deadline prescribed for submission of bids.

26.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in initiation of legal action against the firm.

## **OPENING AND EVALUATION OF BIDS**

### **27. Opening of Bids by the Procuring Agency.**

27.1 All bids received, shall be opened by the Procuring Agency publically in the presence of the Bidders or their authorized representatives, who chose to attend the bid opening, on the date, time and venue prescribed in the Bid Data Sheet.

27.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet and elaborated in ITB Clause 9 above.

27.3 All Bidders in attendance shall sign an attendance sheet.

27.4 The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items quoted for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Punjab Procurement Rules-2014.

27.5 The Procuring Agency shall have the minutes of the Bid opening (Technical and when applicable Financial) recorded.

27.6 No bid shall be rejected at Technical Proposal/Bid opening, except for late bids, which shall be returned unopened to the Bidder, the Chairman of the Purchase/Procurement Committee shall record a statement giving reasons for return of such bid(s).

### **28. Clarification of Bids.**

28.1 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 the bid shall be sought, offered, or permitted.

### **29. Preliminary Examination.**

29.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

29.2 In the Financial Bids, the arithmetical errors shall be rectified on the following basis.

a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.

- b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.

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

29.4 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, Taxes & Duties and internationally recognized best practices shall be deemed to be a material deviation for Technical Proposals. 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.

29.5 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.

### **30. Evaluation of Bids.**

30.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.

30.2 All bids shall be evaluated in accordance with the Evaluation Criteria Least Cost Method and other terms and conditions set forth in these bidding documents.

30.3 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.

### **31. Qualification of Bidder**

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

31.2 The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having

the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.

31.3 The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the manufacturing plant/production capacity/warehousing system/practices by a team of experts for assessment, if it deems necessary.

31.4 An affirmative determination shall be a prerequisite 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.

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

## **32. Rejection of Bids**

32.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid in accordance with Punjab Procurement Rules-2014 (PPR-2014). 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.

32.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 32.1 towards Bidders who have submitted bids.

32.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

## **33. Re-Bidding**

33.1 If the Procuring Agency rejects all bids in pursuant to ITB Clause 32, it may call for a re-bidding. The Procuring Agency, if it deems necessary may prescribe another method of procurement not inconsistent with the Punjab Procurement Rules-2014.

33.2 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.

**34. Announcement of Evaluation Report**

34.1 The Procuring Agency shall announce the results of the bid evaluation in form of a report, not inconsistent with the Punjab Procurement Rules, 2014, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

**35. Contacting the Procuring Agency**

35.1 Subject to ITB Clause 28 above, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

35.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

**AWARD OF CONTRACT**

**36. Acceptance of Bid and Award Criteria**

36.1 The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section IV and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

**37. Procuring Agency's Right to vary quantities at the time of Award**

37.1 The Procuring Agency reserves the right at the time of award of Contract to increase or decrease, the quantity of goods originally specified in Section III i.e., Schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions as per PPRA 2014.

**38. Notification of Award**

38.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted.

38.2 The Directorate General Health Services, Punjab will issue the Notification of Award/Advance Acceptance of Tender (AAT). The firm will submit the required Performance Security within 10 (Ten) days after receiving of AAT. After receipt of Performance Guarantee, the DGHS will sign the Contract and subsequently Purchase Orders will be issued accordingly.

38.3 The enforcement of the Contract shall be governed by Rule 63 of Punjab Procurement Rules-2014.

**39. Limitation on Negotiations.**

39.1 Save and otherwise provided in PPR-2014, Procuring Agency shall not negotiate with any bidder.

**40. Signing of Contract.**

40.1 The Frame Work Contract is to be made on Judicial 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.

**41. Performance Guarantee.**

41.1 Before signing of Frame Work Contract, the successful Bidder shall furnish a Performance Guarantee, on the Form and in the mannered prescribed by the Procuring Agency.

41.2 The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee.

41.3 Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the Contract to the next lowest evaluated bidder or call for new bid.

**42. Price Reasonability.**

42.1 The prices quoted shall not be more than market price & price offered to any other public / private organization. In case of any discrepancy, the supplier will be bound to refund the excess price charged.

## **SECTION III**

### **SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS**

**PACKAGE -1**  
**REPAIR OF TOYOTA HILUX DOUBLE CABIN VEHICLE**  
**(ENGINE OVERHAUL)**

**1. REPAIR WORK**

Sr. No.	Description of repair work	Quantity
1.	New sleeve fitting	–
2.	Crank shaft grinding	–
3.	Came shaft grinding	–
4.	Connecting rod bush fitting	–
5.	Valve seat new making & fitting	–
6.	Valve guide fitting	–
7.	Cylinder head facing	–
8.	Tappet adjustment	–
9.	Diesel pump + atomizer nozzles and radiator repair / service	–
10.	Oil pump kit new fitting	–

**2. SPARE PARTS**

Sr. No.	Name of spare part with description	Quantity
1.	Piston with pin, genuine	01 set
2.	Ring for piston, SGP, genuine	01 set
3.	Main and big end bearing set, Japan	01 set

4.	Trust washer set, Japan	01 set
5.	Connecting rod bush, japan	01 set
6.	Oil pump kit, Japan	01
7.	Crank gear, Japan	01
8.	Clutch palte + pressure plate	01 set
9.	Clutch bearing, japan	01
10.	Pilot bearing, Japan	01
11.	Engine overhauling kit, genuine	01
12.	Cam shaft bearing, genuine	01
13.	Timing belt, genuine	01
14.	Timing bearing, genuine	01
15.	Valve set inlet & exhaust, Fuji japan	01 set
16.	Valve guide set, turbo pak	01 set
17.	Sleeve set, KYC	01 set
18.	Atomizer nozzles, ND Japan	02 liter
19.	Heat plug, Japan	04 No.
20.	Fan belt, Japan	02 No.
21.	Engine mounting, Japan	02 No.
22.	AC belt, Japan	01

23.	Gear Mounting, Japan	01
24.	Oil filter, Guard	01
25.	Diesel filter, Guard	01
26.	Air filter, Guard	01
27.	Shellg tube	01
28.	Silicon tube, gray	01
29.	Gear oil	02 liter
30.	Grease	500 gm
31.	Mobil oil	08 liter
32.	Kerosene oil for cleanliness	18 liter
33.	Cloth for cleanliness	05 kg
34.	Emery paper No. 2	02 sheets
35.	Petrol for cleanliness	04 liter
36.	Power belt	01
37.	Power oil	01 liter
38.	Gasket maker tube	01

**Estimated cost of repair work & spare parts is Rs. 272500/-**

**PACKAGE -2**  
**REPAIR OF MITSUBISHI DOUBLE CABIN VEHICLE**  
**(ENGINE OVERHAUL)**

**1. REPAIR WORK**

Sr. No.	Description of repair work	Quantity
1.	New sleeve fitting	–
2.	Crank shaft grinding	–
3.	Came shaft grinding	–
4.	Connecting rod bush fitting	–
5.	Balancer cam bush fitting	–
6.	Valve seat new making & fitting	–
7.	Valve guide fitting	–
8.	Diesel pump repair / service	–
9.	Atomizer nozzles new fitting	–
10.	Radiator repair / service	–

**2. SPARE PARTS**

Sr. No.	Name of spare part with description	Quantity
1.	Piston with pin, genuine	01 set
2.	Ring for piston, genuine	01 set
3.	Main and big end bearing set, Japan	01 set

4.	Trust washer set, Japan	01 set
5.	Connecting rod bush	01 set
6.	Timing belt, small & big, genuine	02 No.
7.	Timing bearing, Japan	02 No.
8.	Balancing cam bush, Japan	01 set
9.	Valve set inlet & exhaust, Fuji japan	01 set
10.	Valve guide, Embrey, pak	01 set
11.	Sleeve set, TP Japan	01 set
12.	Atomizer nozzles, ZEXL Japan	01 set
13.	Engine overhauling kit, genuine	01
14.	Oil filter, Japan	01
15.	Cloth for cleanliness	05 kg
16.	Diesel filter, Japan	01
17.	Air filter, Japan	01
18.	Silicon tube, USA gray	02 No.
19.	Shellg tube, curel german	01
20.	Fan belt complete set, Japan	01 set
21.	Gear oil, PSO	02 liter
22.	Oil pump assembly, genuine	01

23.	Engine Mounting, Japan	02 No.
24.	Power oil, Korean	02 liter
25.	Turbo, genuine	01
26.	Horn 12 V	01 set
27.	Mobil oil	08 liter
28.	Kerosene oil for cleanliness	18 liter
29.	Petrol for cleanliness	04 liter
30.	Emery paper, China	02 sheets

**Estimated cost of repair work and spare parts is Rs. 288900/-**

### **PACKAGE-3** **REPAIR OF GENERATOR**

<b>Sr. No.</b>	<b>Name of spare part with description</b>	<b>Quantity</b>
1.	Cylinder liner	06 No.
2.	O-Ring liner	06 No.
3.	Ring set for piston	06 No.
4.	Main bearing (Std)	01 set
5.	Bigend bearing (Std)	06 set
6.	Con rod bush	06 No.
7.	Cam bush	07 No.

8.	Valve inlet	09 No.
9.	Valve exhaust	06 No.
10.	Guide inlet	06 No.
11.	Guide exhaust	06 No.
12.	Valve seat inlet	06 No.
13.	Valve seat exhaust	06 No.
14.	Top gasket	01 No.
15.	Bottom gasket	01 No.
16.	Oil pump	01 No.
17.	Module	01
18.	Turbo charger	

**Estimated cost of repair work & spare parts is Rs. 495000/-**

**SECTION IV**  
**EVALUATION CRITERIA**

**A) TECHNICAL EVALUATION CRITERIA**  
**COMPULSORY PARAMETERS**

**Failure to comply with any compulsory parameter will result in non-responsiveness of the bidder.**

- i. Original Tender Purchase Receipt obtained by Depositing Rs. 1000/- (Non-Refundable) to Cashier, Accounts Branch, DGHS.
- ii. The bidder will submit 2 % bid security of estimated cost mentioned in Section III of Bidding Document, in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR).
- iii. The bidder shall attach copy of NTN/GST Certificate.
- iv. The bidder must be ACTIVE Tax Payer which shall be verified from FBR Website.
  - v. The quoted parts should be Original/ compatible with the vehicle / generator as indicated in the list of spare parts and should be free of any defect. The bidder will be bound to provide replacement of faulty parts. The bidder shall provide undertaking in this regard on notarized Rs.100/- judicial stamp paper.
- vi. The bidder must have at least one year' experience of repair of vehicles / generator in public/private sector. The firm shall attach verifiable purchase/supply orders/performance certificates of last financial year.
- vii. The bidder shall submit its company/firm's profile including detail of Technical / mechanical staff & tools, which may be physically verified by the technical committee.
- viii. The bidder shall accept all terms & conditions as mentioned in bidding documents and shall complete the repair works as per the advertised specifications. The bidder shall undertake on notarized Rs.100/- judicial stamp paper.
- ix. The bidder shall undertake that currently it is not Blacklisted/Debarred by any procuring agency on valid Rs.100 judicial stamp paper duly verified by notary public. (Subject to verification from all Procurement Regulatory Authorities website)

Financial bids of only "Technically Responsive Bidders" will be opened.

# **SECTION V**

## **BID FORM**



# BID COVER SHEET

Bid Ref. Tender: ----- Date: -----

Name of the Supplier/Firm Contractor: -----

-----  
-----

Address: -----

-----  
-----

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Bid for:

Selected Items from the Schedule of Requirements:

<i><b>Sr. No. of Item</b></i>	<i><b>Name of the tendered Item / repair work</b></i>	<i><b>Brand / Quality</b></i>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>4</b>		
<b>5</b>		
<b>6</b>		
<b>7</b>		

Signed:

Dated:

Official Stamp:

## BID FORM 1

# Letter of Intention

*Bid Ref No.*

*Date of the Opening of Bids*

*Name of the Firm: {Add name e.g., repair of vehicle / generator}*

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

Dear Sir/Madam,

Having examined the bidding documents including Addenda Nos. *[insert numbers & Date of individual Addendum]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, we have no reservation to these Bidding Documents, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid 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.

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

We confirm that we comply with the eligibility requirements as per ITB clauses 18 &19 of the bidding documents.

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

Signed:

In the capacity of *[insert: title or position]*

Duly authorized to sign this bid for and on behalf of *[insert: name of Bidder]*

## BID FORM 2

# AFFIDAVIT

(Judicial Stamp paper Rs.100/-)

I/We, the undersigned solemnly state that:

- 1) I/We have read the contents of the Bidding Documents, have fully understood it and accept all terms & conditions given in these documents.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB.
- 5) The undersigned are solvent and competent to undertake the subject Contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) That the prices offered are not more than market price.

I /We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signed:

In the capacity of *[insert: title or position]*

Duly authorized to sign this bid/affidavit for and on behalf of *[insert: name of Bidder]*

## BID FORM 3

### MANUFACTURER'S AUTHORIZATION<sup>1</sup>

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

WHEREAS *[name of the Manufacturer]* who are established and reputable Manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. *[Reference of the Invitation to Bid]* for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 14 &15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature: -----

Designation: -----

Official Stamp: -----

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<sup>1</sup>This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

**BID FORM 4**

# Price Schedule

**User Note:** *This form is to be filled in by the Bidder for quoted items/products and shall submit with Financial Proposal. 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:

Bid Reference. No:

Date of opening of Bid:

Sr. No.	Name of the tender Item	Quoted Brand	Unit Price (inclusive all applicable taxes if any + transportation charges)	No. of Units	Total Price	Discounts (if any)	Final Total Price (Inclusive of all taxes if any)
1	2	3	4	5	6	7	8
					4*5		6-7
<b>TOTAL</b>							

A) FINAL TOTAL PRICE: -----

B) DISCOUNT<sup>2</sup>:-----

C) FINAL QUOTED PRICE: -----

----

(C=A-B)

Signature: -----

Designation: -----

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Date: -----

----

Official Stamp: -----

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<sup>2</sup> If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.

## BID FORM 5

# Performance Guarantee

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 Guarantee by a scheduled bank for the sum of 5% of the total 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:

## **SECTION VI**

### **DRAFT STANDARD CONTRACT**

# Contract Form

## AGREEMENT

**THIS CONTRACT** is made at \_\_\_\_\_ on \_\_\_\_\_ day of 20\_\_, between the \_\_\_\_\_, (hereinafter referred to as the “Purchaser”) of the First Part; and M/s *(firm name)* a firm registered under the laws of Pakistan and having its registered office at *(address of the firm)* (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

**WHEREAS** the Purchaser on behalf of its Procuring Agency invited bids for Procurement of Goods, in pursuance where of M/s *(firm name)* being the Manufacturer/ authorized Supplier/ authorized Agent of *(item name)* in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of *(item name)* and services in the sum of Rs *(amount in figures and words)* cost per unit, the total amount of *(quantity of goods)* shall be Rs. \_\_\_\_\_ *(amount in figures and words)*

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -
  - a. the General Conditions of Contract;
  - b. the Special Conditions of Contract;
  - c. the Procuring Agency’s Notification of Award;
  - d. the Technical Specifications accepted & allied requirements;
  - e. the scope of work;
  - f. the Bid & its clarifications.
  - g. any other documents deem appropriate
3. In consideration of the payments to be made by the Procuring Agency to the Supplier/ Manufacturer as hereinafter mentioned, the Supplier/ Manufacturer hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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.
5. *[The Supplier]* 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.
6. Without limiting the generality of the foregoing, *[the Seller/ Supplier]* represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any

commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.

7. *[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
8. *[The Supplier]* 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 void ab initio at the option of Government of the Punjab.
9. Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, *[The Supplier]* 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 ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Seller/ Supplier]* 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.
10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The decisions taken and/or award made by the Arbitrator shall be final and binding on the Parties.
11. The Contract shall not constitute a partnership between the parties and that the supplier shall not in any manner represent itself as agent or authorized representative of the Procuring Agency of the Government of the Punjab etc. or be considered as such included.
12. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

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

**Sign/ Seal by the Supplying firm**

**Sign/ Seal by Procuring Agency**

**Witness**

1.

1.

2.

2.

**Annex-A****Schedule of Requirements**

The supplies shall be delivered in accordance with the Contract/Purchase Orders issued by Director General Health Services Punjab, as per following schedule of requirements: -

*Respective Consignee's End:*

- i. DGHS Punjab Lahore.**

**Free delivery to Consignee's end (DDP) basis.**

<b>Supply schedule</b>	<b>Delivery of Qty. without Penalty</b>	<b>Grace Period</b>	<b>TOTAL DELIVERY PERIOD</b>
Immediately after Receiving of Contract/Purchase Order	30 Days	10 Days	40 Days
With penalty @ 0.067 % per day	After Completion of due delivery period specified @ 2% per month (0.067 per day) shall be imposed.		

## **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 Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c. "The Goods" means equipment and machinery and other items which the Supplier is required to supply to the Procuring Agency under the Contract.
- d. "The Services" means those services ancillaries to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Procuring Agency, Insurance, transportation of goods up to the desired destinations, commissioning, training and other such obligations of the supplier covered under the Contract.
- e. "GCC" mean the General Conditions of Contract contained in this section.
- f. "SCC" means the Special Conditions of Contract.
- g. "The Procuring Agency" means the Secretary, Primary & Secondary Healthcare Department.
- h. "The Supplier" means the individual or firms or joint venture supplying the goods under this Contract.
- i. "Day" means calendar day.

### **2. Application**

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

### **3. Country of Origin**

**3.1** Country of origin of goods could be from any geographical region of the world as per laws of Pakistan, unless otherwise any country of manufacturer mentioned in the specifications.

### **4. Standards**

**4.1** The items should comply with the relevant international product quality standards or as per standards mentioned in the specifications.

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

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

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

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

## **6. Patent Rights**

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

## **7. Submission of Samples**

**7.1** The samples shall be submitted as per mentioned in the ITB/Evaluation Criteria/Specifications (where required).

## **8. Ensuring Storage/ Installation Arrangements**

**8.1** To ensure storage and installation arrangements for the intended supplies, the Supplier shall inform end user for pre-requisites well in time for proper installation. The cost of any minor changes in the site of installation will be borne by the supplier. In case the Supplier abides by the given time frame he shall not be penalized for delay.

**8.2** In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.1% per day of the cost not exceeding 10% of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier.

## **9. Inspections and Tests**

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

**9.2.** The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the goods have been installed at Procuring Agency's destinations.

**9.3** Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **10. Physical Examination/ Inspection of Goods**

**10.1** The goods shall be acceptable subject to physical inspection, tests and/ or in accordance with the approved sample as decided by the Procuring Agency.

**10.2** The Inspection Team will be designated by the Procuring Agency which will inspect (where specified) goods as per contracted specifications and installation protocols recommended by the manufacturers.

## **11. Delivery and Documents**

**11.1** The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the goods which is maximum 30 days (Additional 15 days Grace Period) (DDP) from the date of issuance of this Purchase order/ contract. The details of original documents to be furnished by the Supplier is indicated in Technical Specifications.

## **12. Insurance**

**12.1** The goods supplied under the Contract shall be delivered duty paid (DDP) as mentioned under which all the risk is transferred to the supplier.

## **13. Transportation**

**13.1** The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Schedule of Requirement.

**13.2** Transportation including loading/ unloading of goods shall be arranged and paid for by the Supplier, and related cost shall be inclusive in the Contract price. The addresses of destinations/ offices shall be provided at the time signing of Contract.

## **14. Incidental Services**

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

**14.2** 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.

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

**14.4** The Procuring Agency will provide all necessary documents for facilitation and Custom Clearance but no amount be given in any case except the Contracted amount. The Octroi, Clearing Charges, transportation etc. will be borne by the Contracting firm.

## **15. Warranty**

**15.1** The firm shall provide comprehensive replacement warranty of replaced parts (as mentioned in the specifications) and warranty will start after satisfactory installation of part. The firm representative should be present at the time of installation of part otherwise claim of BEREC will remain final.

## **16. Payment**

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

**16.2** The payment will be made 100% after presentation of the delivery by the firm and Service report by BEREC duly endorsed by the end user of concerned facility, after issuance of the Purchase Order/ Contract and all other works described in Contract. Part payment, part delivery may be admissible in case of huge quantity of the goods.

## **17. Prices**

**17.1** Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension

## **18. Contract Amendments**

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

**18.2** No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

## **19. Assignment**

**19.1** The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.

## **20. Subcontracts**

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

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

**21.1** Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

**21.2** If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by amendment of Contract.

**21.3** Except as provided under GCC Clause 8.2, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

## **22. Penalties/ Liquidated Damages**

**22.1** In case of late delivery beyond the presented period, penalty as specified in SCC shall be imposed upon the Supplier/ Manufacturer. The above Late Delivery (LD) is subject to GCC Clause 24, including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 23.

**22.2** If the firm provide substandard item and fail to provide the item, the payment of risk purchase (which will be purchased by the procuring agency/indenter) the price difference shall be paid by the Firm.

## **23. Termination for Default**

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

- a. if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 8.2; or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.
- c. if the Supplier, 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.

**23.2** Mechanism of blacklisting provided in rule 21 of Punjab Procurement Rules, 2014.

## **24. Force Majeure**

**24.1** 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 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.

## **25. Termination for Insolvency**

**25.1** 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. 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.

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

**26.1** 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.

**26.2** 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.

**26.3** 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.

## **27. Governing Language**

**27.1** The Contract shall be written in English language. Subject to GCC Clause 28, 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.

## **28. Applicable Law**

**28.1** This Contract shall be governed by the Laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.

## **29. Notices**

**29.1** 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.

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

## **C. 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 Product. 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** Country of origin of goods could be from any geographical region of the world as per laws of Pakistan, unless otherwise any country of manufacturer mentioned in the specifications.

**1.2** The fee of all necessary licenses required to install and operate the goods shall be borne by the Supplier and Procuring agency will facilitate through documents only.

**1.3** The Bank Guarantee will be discharged after successful installation, commissioning, servicing and completion of warranty period. A clearance letter/NOC will be issued by the head of concerned institution in this regard.

**1.4** The Supplier shall be deemed to have obtained all the information regarding facilities and charges, in respect of port clearance, loading and unloading, storage, transportation, congestion, Octroi, licensing fee and confirmed the requirements thereof at his own responsibility and all such costs and charges are deemed to be included in the rates and prices mentioned in the Priced BOQ and the Procuring Agency will not pay any amount over this contracted amount.

### **2. Insurance of Local Goods**

**2.1** Insurance of Goods and other materials from factory to Site shall include all insurance costs covering the responsibility of all losses or damages, while loading, unloading, storing, trimming on the carrier and transporting to site up to the installation, testing & commissioning.

**2.2** Checking and verifying of consignments, issuance of receiving reports and damage reports (when applicable) shall be the Contractor's responsibility.

### **3. Payment**

**3.1** The payment will be made 100% after presentation of the delivery by the firm and Service report by BEREC duly endorsed by the end user of concerned facility, after issuance of the Purchase Order/ Contract and all other works described in Contract.

### **4. Execution of Warranty (where applicable)**

**4.1** A Log Book for the equipment shall be maintained by the Supplier Service Engineer in consultation with the end user department. This will include the name of the equipment, fault etc.

**4.2** The Warranty will start from the date of acceptance of part (properly installed, as per contracted specifications and handing over of related documents mentioned in GCC and will last for its warranty period at 95% uptime.

**4.3** The maintenance will be the responsibility of the manufacturer / their agent. An monthly optimal uptime of 95% is considered as acceptable level of performance.

**4.4** Software and hardware up gradation of the computing system should be carried out as available during warranty period as recommended by the manufacturer. In case of any firmware/software/hardware revision mismatch during installation of the part, firm is responsible to provide the recommended spare part for the specific make/model of the machine.

**4.5** If the uptime percentage for the measurement period (01-month) shall fall short of 95% the following formula will be applied to determine additional days in the warranty / service contract period.

- |    |            |  |
|----|------------|--|
| a. | 100% - 95% | No Penalty   |
| b. | 95% - 90%  | The warranty period will be extended by 2.0 times the number of days as extra down time. |
| c. | 90% - 80%  | The warranty period will be extended by 3.0 times the number of days as extra down time  |
| d. | Below 80%  | The warranty period will be extended by 4.0 times the number of days as extra down time  |

## **5. Packing & Marking**

**5.1** Packing: Usual export packing to ensure safe journey up to the site of consignee.

Marking: Each packing should be clearly marked in suitable size in bold letters as per requirement

## **6. Place of delivery:**

**6.1** Respective sites as mentioned in the Technical Specifications/ the Concerned regional Medical Equipment Repair Workshop corresponding to the region of health facility either Lahore, Sargodha, Multan and Rawalpindi/

Government of Punjab, Primary & Secondary Healthcare Department

Project Management Unit, 31/E-1, Shahr-e-Imam Hussain, Gulberg III, LHR

Note: More specifically define in the Purchase Order/ Contract

## **7. Correspondence addresses**

### **Procuring Agency**

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### **Contracting Firm**

M/S-----