



Primary & Secondary  
Healthcare Department



# **BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF SERVICES FOR REPAIR OF  
HVAC INSTALLED IN PRL LAHORE**

**GOVERNMENT OF PUNJAB**

**Name of Procuring Agency: Directorate General of Health  
Services, Punjab**

**Corresponding Address : 24-Cooper  
Road, Lahore. Phone No. : 042-99201145**

**Fax No. : 042-99201142**

**E-Mail Address : pcdghslahore@gmail.com**



## Primary & Secondary Healthcare Department

### INVITATION FOR BIDS “PROCUREMENT OF SERVICES FOR REPAIR OF HVAC INSTALLED IN PRL LAHORE”

1. Directorate General of Health Services, invites sealed bids from the eligible bidders for the “Procurement of Services of Repair & Maintenance of HVAC installed in PRL Lahore”.
2. The Bidding Document containing detailed Scope of Services / Terms of References can be downloaded from the DGHS official website ([www.dghs.punjab.gov.pk](http://www.dghs.punjab.gov.pk)) and from PPRA website ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)). The prospective bidders must purchase bidding document on payment of **PKR. 5,000/-** from the below mentioned address till the closing date. There is **2 %** bid security of the estimated cost for this tender.
3. Single Stage – Two Envelopes bidding procedure shall be applied as per rule 38(2) (a) of Punjab Procurement Rules, 2014. The envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters.
4. Sealed bids are required to reach on or before **08-12-2023 at 11:00 A.M** positively at Directorate General of Health Services, 24-Copper Road, Lahore. The bids received till the stipulated date & time shall be opened at **11:30 A.M** on the same date in the presence of the bidders or their authorized representatives, who may choose to attend. Late bids will not be entertained.

**NOTE:** The procurement shall be conducted as per PPRA Rules, 2014.

**DIRECTORATE GENERAL HEALTH SERVICES  
GOVERNMENT OF THE PUNJAB.  
24-COPPER ROAD, LAHORE.  
PH: 042-99206180**

## BID DATA SHEET

ITB CLAUSE	DESCRIPTION
N/A	Last date & time submission of bids: <b>08-12-2023 at 11:00 A.M</b> In the committee room of DGHS, Lahore
N/A	Date & time of opening of bids: <b>08-12-2023 at 11:30 A.M</b> In the committee room of DGHS, Lahore
<b>03</b>	Basic Eligibility requirements are as indicated in clause 03.
<b>07</b>	Language of Bid & correspondence shall be in English.
<b>08</b>	The bidder shall have to quote the prices as per DDP mode along with acceptance of Terms of Reference/ Scope of work, otherwise offer of the firm will straight away be rejected.
<b>09.3</b>	The price shall be quoted in PKR.
<b>12</b>	There is <b>2% bid security</b> for this tender.
<b>13</b>	Bid Validity <b>180 Days</b> from the date of opening of bids.
<b>14.1</b>	<b>Joint Venture is not permissible.</b>
<b>19.1</b>	Single Stage-Two Envelope Bidding Procedure (38) (2) (a) shall be used for selection of Service Provider.
N/A	Procuring agency shall response to requests for clarification which it received in the office of DGHS
N/A	Any amendment in response to the clarifications sought by a bidder or as initiative by the department on its own will be uploaded on the website of DGHS
<b>29.1</b>	<b>Performance Guarantee</b> Performance Guarantee/Security is <b>5%</b> of the contract value in the shape of Bank Guarantee having validity for 01 Year from the date of its issuance and will be released after completion of the contract.
<b>30.2</b>	The Service / Job of Repair must be completed within <b>10 days</b> days from the date of issuance of Work Order(s). In case of emergency Turnaround time is <b>03 Hours</b> .
<b>32</b>	The Repair & maintenance Services with warranty period.
<b>33</b>	Penalties of different nature for delay in services.

# **A. INSTRUCTIONS TO BIDDERS (ITB)**

## **General Instructions:**

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

**1.1** The goods required, bidding procedures, and Contract terms are prescribed in the Bidding Document. In addition to the Invitation for Bids, the bidding document include:

- Instructions to Bidders (ITB);
- General Conditions of Contract (GCC);
- Special Conditions of Contract (SCC);
- Schedule of Requirements;
- Technical Specifications;
- Contract Form;
- Performance Guarantee Form;
- Bid Form; and
- Price Schedule

**1.2** The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document. 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** The bidder must be an active payer. National Tax Number (NTN), Punjab Revenue Authority (PRA) registration (if applicable) and General Sales Tax Number (if applicable) with documentary proof shall have to be provided by bidder(s).

**3.2** The bidder have to submit only one proposal of services. If the bidder quotes an alternative Proposal of services or submit two Proposals then the bidder will be considered as non-responsive.

**3.3** The bidder shall provide all information required in the bidding documents (evaluation criteria & specifications etc.) and documents to substantiate its claim for eligibility.

**3.4** The firm must provide an affidavit states that not blacklisted or debarred from any Procuring agency/Government Department/Organization nor involve in any fraudulent practices.

**3.5** Additional eligibility requirement (if any) is defined in the Evaluation Criteria/Sheet.

### **4. Cost of Bidding**

**4.1** 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.

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

**5.1** 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.

**5.2** 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, fabricated and materially inaccurate or incomplete.

**5.3** Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices shall be debarred & blacklisted as provided in Punjab Procurement Rules, 2014.

## **6. Corrupt or Fraudulent Practices**

**6.1** The Procuring Agency requires that all Bidders/Service Providers/Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of PPR 2014 and its subsequent amendments, if any, the Procuring Agency:

- 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 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.
- shall reject a proposal 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**

### **7. Language of Bid**

**7.1** 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.

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

**8.1** The Bidder shall complete the Bid Form (**Annexure-A**) and an appropriate Price Schedule furnished in the bidding document (**Annexure-B**), indicating the total no. of personnel and HR Quoted Rate per month including of all taxes and other expenses.

### **9. Bid Prices**

**9.1** The Bidder shall indicate the prices of all parts /items on the prescribed Price Schedule (**Annexure-B**).

**9.2** 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.

**9.3** The price shall be quoted in PKR (DDP Basis). The prices shall be inclusive of all type of taxes (except GST), duties, transportation charges etc. and Government will not pay any additional amount. However, the bidder shall specify GST/PST separately along with his financial offer.

**9.4** While tendering the bid, the present 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 services shall be entertained after the bid has been submitted.

## **10. Bid Currencies**

**10.1** The bidder shall quote the price in PKR.

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

**11.1** The Bidder shall furnish, as part of its technical bid, documents (as specified in ITB Clause 3 above) establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

**11.2** The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation shall be as specified in the evaluation criteria, technical specifications etc.

## **12. Bid Security**

**12.1** The value, validity & shape of **2%** Bid Security to be submitted by a bidder along with its bid is indicated in the Bid Data Sheet.

## **13. Bid Validity**

**13.1** Bids shall remain valid for a period as mentioned in Bid Data Sheet, after opening of a bid. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. Any extension in bid validity will be dealt as per mechanism provided in rule 28 of Punjab Procurement Rules, 2014.

## **Submission of Bids**

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

**14.1** The bid shall be typed and shall be signed by the Bidder 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.

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

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

**15.1** The envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope.

**15.2** The inner and outer envelopes shall:

- be addressed to the Procuring Agency at the address given in the Invitation to Bids; and
- bear the Procuring Agency name and number indicated in the Invitation to Bids, and shall be inscribed by the following sentence: "DO NOT OPEN BEFORE, to be completed with the time and the date specified in the Invitation To Quotation / Proposal."

**15.3** 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.

**15.4** If the outer as well as inner envelope is not sealed and marked properly, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

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

**16.1** Bids must be submitted by the Bidder and received by the Procuring Agency at the address, time and date specified in the Invitation to Quotation / Proposal.

### **17. Late Bid**

**17.1** Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the Bidder.

### **18. Withdrawal of Bids**

**18.1** The Bidder may withdraw its bid prior to the deadline specified in the invitation to quotation / proposals.

**18.2** No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of bid validity specified in ITB Clause 13. Withdrawal of a bid during this interval will make the bidder eligible to be debarred for further procurements for a period as deem necessary by the Procuring Agency.

### **19. The Bidding Procedure**

**19.1** The detail description of the procedure is described in Rule 38 of Punjab Procurement Rules, 2014.

## **Evaluation of Bids**

### **20. Preliminary Examination**

**20.1** 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 proposal), whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

**20.2** In the financial bids (at the time of opening the financial proposal) 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.

**20.3** The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a quotation/proposal keeping in view the emergent situation.

**20.4** Prior to the detailed evaluation, pursuant to ITB Clause 20 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 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.

**20.5** 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.

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

**21.1** All bids shall be evaluated in accordance with the criteria and other terms and conditions set forth in these bidding documents and invitation of quotation / proposal.

**21.2** 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.

### **22. Technical Evaluation Criteria**

# **TECHNICAL EVALUATION CRITERIA**

## **(KNOCK DOWN CRITERIA)**

**(All evaluation parameters defined below are mandatory for compliance)**

- i. Original Tender Purchase Receipt obtained by Depositing Rs. 5000/- (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) from any schedule bank.
- iii The bidder shall attach copy of NTN, GST/PST Certificate.
- iv The bidder must be ACTIVE Tax Payer which shall be verified from FBR Website.
- v The quoted parts should be new, original and compatible with the HVAC as indicated in specifications and should be free from 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/- stamp paper
- vi The bidder must have at least one year' experience of installation/repairing of HVAC in public/private sector since July 2018.  
The firm shall attach verifiable purchase/work orders issued on the name of the bidder along with performance certificates to substantiate its claim.
- vii The bidder shall submit its company/firm's/workshop profile including detail of technical / mechanical staff & list of tools, which may be physically verified by the procuring agency.
- 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/- stamp paper
- ix The bidder shall undertake that currently it is not Blacklisted/Debarred by DGHS Punjab on valid Rs.100 stamp paper duly verified by notary public. Financial bids of only "Technically Responsive Bidders" will be opened.



### **Profile of the Bidder**

The Bidders are required to submit its profile.

<b>Sr.#</b>	<b>Particulars</b>	
1.	<b>Registered Office</b>	
	Address	
	Office Telephone Number	
	Fax Number & E-mail	
2.	<b>Authorized Person</b>	
	Name	
	Personal Telephone Number	
	Email Address	

### **22.3 Financial proposals would be evaluated as follows:**

- After technical evaluation is completed, the Procuring Agency shall announce the reports on the website and notify the date, time and location for opening of the financial proposals through email provided by the firm. All bidders in attendance at the time of opening of financial proposals shall sign an attendance sheet.
- Financial proposals 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 proposal of the technically responsive bidders shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened, and the bid amount read aloud and recorded. Financial Proposals of technically non-responsive Bidders shall be returned unopened as per procedure prescribed in PPR, 2014.
- Incomplete bid shall stand rejected. All items described in the technical proposal must be priced in financial proposal. Items described in the technical proposal but not priced, shall be assumed to be included in the price of other items.
- 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.
- The bidders will quote the Price Schedules.

### **23. Rejection of Bids**

**23.1** The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid as rule 35 of PPR, 2014.

### **24. Re-Bidding**

**24.1** If the Procuring Agency rejects all bids in pursuant to ITB Clause 23, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.

**24.2** 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.

### **25. Announcement of Evaluation Report**

**25.1** The Procuring Agency shall announce the results of bid evaluation of a report giving justification for acceptance or rejection of bids through electronic mail / website of the department.

### **Award of Contract**

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

**26.1** The Bidder declared Successful by the department, if not in conflict with any other law, rules & regulations, policy of the Government shall be awarded the Contract, within the original or extended period of bid validity for complete package/ partial quantity.

## **27. Notification of Award**

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

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

## **28. Signing of Contract**

**28.1** The Procuring Agency will issue the Notification of Award/Advance Acceptance of Tender (AAT). The Procuring Agency and successful bidder shall sign and date the formal Contract. The firm will submit the required Performance Guarantee (as mentioned in bid data sheet) having validity till the expiration of contract and Stamp Duty as per prevailing government rules.

**28.2** If the successful Bidder shows inability to sign the Contract or fail to deposit Performance Guarantee & Stamp Duty etc., then the firm shall be blacklisted minimum for one year for future participation. In such situation, the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

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

## **29. Performance Guarantee**

**29.1** After the issuance of Advance Acceptance of Tender (AAT), the successful Bidder shall furnish the 5% Performance Guarantee/ Security in accordance with the Special Conditions of Contract, in the Performance Guarantee Form. The shape & value of Performance Guarantee to be submitted is indicated in the Bid Data Sheet.

## **30. Schedule of Requirement/Commencement of Services (after issuance of Work Order(s))**

**30.1** The commencement of services will be as mentioned in Bid data Sheet.

**30.2** . In case of late provision of services beyond the period specified in the Bid Data Sheet, penalty shall be imposed as specified in penalties section of bidding document.

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

**31.1** 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.

**31.2** 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 **Ten Days** after the announcement of the technical bid evaluation report.

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

### 32. Detail of Repair/Replace & Maintenance Services (with warranty) (Specifications)

Item No.	Name	Accounting Unit	Capacity/Size	Total Quantity Required	Estimated Cost (P/U)	Total Cost (Rs.)
1	Hepa Filter (supply) (0.3 Micron)	Nos	12"*12"	2	31,500	63,000
2	Hepa Filter (supply) (0.3 Micron)	Nos	18"*18"	5	39,750	198,750
3	Hepa Filter (supply) (0.3 Micron)	Nos	24"*24"	4	67,500	270,000
4	Calibration of HVAC Display panel (Calibration of PLC based, touch Screen HVAC control panel and Monitoring system)	Nos	-	1	150,000	150,000
5	VCD Damper	Nos	2'*2'	2	28,800	57,600
6	Motor for Extractor	Nos	10HP	2	185,000	370,000
7	Duct repairing	Nos	-	1	48,000	48,000
8	Star Delta Panel	Nos	-	2	125,000	250,000
<b>Total</b>						<b>1,407,350</b>

### 33. Penalties

Sr. #	Description	Penalty charges (in PKR)										
1	Delay in Services	<p>Turnaround time for completion of job/work after issuance of work order is 10 days in case of delay penalty will imposed as follows:</p> <table border="1"> <thead> <tr> <th>Time of Completion</th> <th>Penalty (on work order invoice amount)</th> </tr> </thead> <tbody> <tr> <td>10 Days</td> <td>Without Penalty</td> </tr> <tr> <td>upto 11 Days</td> <td>5% of the invoice</td> </tr> <tr> <td>&gt;11 to 12 Days</td> <td>10% of the invoice</td> </tr> <tr> <td>&gt;12 to 13 Days</td> <td>15% of the invoice</td> </tr> </tbody> </table> <p><b>Note:</b> the delay in services more than 03 times in contractual period may lead to termination of contract.</p>	Time of Completion	Penalty (on work order invoice amount)	10 Days	Without Penalty	upto 11 Days	5% of the invoice	>11 to 12 Days	10% of the invoice	>12 to 13 Days	15% of the invoice
Time of Completion	Penalty (on work order invoice amount)											
10 Days	Without Penalty											
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>11 to 12 Days	10% of the invoice											
>12 to 13 Days	15% of the invoice											

### **34. Scope of Services / Terms of Reference:**

The overall scope is as follows. The Contractor shall be:

- Be familiar with operating and maintenance manuals and other literature relating to HVAC to ensure all necessary steps are taken to keep them in good running order
- During the contract period, transportation, lodging and travelling expenses etc. will also be an obligation on part of Contractor. No additional charges will be paid in this regard.
- The Contractor shall maintain sufficient backup stock of spare parts/items and tools, for the repair & maintenance of the supplied Goods, during the warranty period.
- In case of replacement of any part/item, the faulty part/item will remain the property of the department.
- Penalties of different nature will be imposed as mentioned in penalties section of Bidding Document.
- The Contractor, while replacing any part during warranty period (mentioned in ITB clause 32) will replace it free of cost.

# DRAFT CONTRACT/ AGREEMENT

## CONTRACT FORM

**This Contract** (hereinafter called as “Contract”) is made at Lahore the \_\_\_\_ 2023, between Provincial T.B Control Program on the one hand, (hereinafter referred to as the “Procuring Agency”) (which expression shall include successors, legal representatives and permitted assigns) of the First Part

### AND

on the other hand, **M/s (Firm Name)**, a firm registered under the laws of Pakistan and having its registered office at **(Address)** acting through its \_\_\_\_\_ (hereinafter called the “Service Provider”) (which expression shall include successors, legal representatives and permitted assigns) of the Second Part

### WHEREAS

a) The Purchaser on behalf of the procuring agency invited the bids/tender for Hiring of firm for the provision of services for repair of HVAC installed PRL Lahore thereafter in which the (Service Provider/firm name) also participated and was declared as Lowest Evaluated Responsive Bidder on basis of least cost.

b) The service provider having represented to the Procuring Agency that they have the required professional skills and personnel and technical resources have agreed to provide the services on terms and conditions set forth in this Contract as defined in the General Conditions / Special Conditions of the Contract and the Scope of services (hereinafter called as “Services”)

c) The procuring agency in response thereof has decided to procure the Services of Data Entry Operator (Amount in Words and Words).

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

- 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”:
- The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -
  - the General Conditions of Contract;
  - the Special Conditions of Contract;
  - Advance Acceptance of Tender (AAT);
  - the Scope of Services / Terms of Reference ;
  - Bid Data Sheet;
  - Bidding Document;
  - Any other document if deemed necessary.
- In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter hereby covenants with the Procuring Agency to provide the Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.

- The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of the 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.
- *[The Service Provider]* hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of 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.
- Without limiting the generality of the foregoing, *[The Service Provider]* represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.
- *[The Service Provider]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
- *[The Service Provider]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of the Punjab under any law, Contract or other instrument, be void able at the option of Government of the Punjab.
- Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, *[The Service Provider]* 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Service Provider]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab.
- 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.
- The Contract shall not constitute a partnership between the parties and that the *Service Provider* 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.
- 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.

<b>Sign/ Seal by the Supplying firm</b>	<b>Sign/ Seal by Procuring Agency</b>
<b>Witness</b>	
<b>1.</b>	<b>1.</b>
<b>2.</b>	<b>2.</b>

## **B. GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1 Approach & Methodology**

The Bidder shall explain his plan for performing the Repair services as per the terms of the references and overall scope of this document.

### **2 Roles & Responsibilities**

#### **2.1 Primary Responsibilities of the Service Provider**

Bidder shall provide the services of HAVC Repair as set forth in this document.

#### **2.2 Fines & Penalties**

Fines and Penalties of different nature are specified in ITB Clause 33 and Special Conditions of the contract.

#### **2.3 Responsibilities of the Client**

1. Facilitate the service provider in smooth provision of services.
2. Client will monitor the overall performance of the Service Provider during contractual period.
3. Process the Invoice/Bill submitted by the Service Provider after completion of services against the Work Order(s)

### **3 General Guidelines**

1. In the event of any illness / injuries resulting from any accident to their staff, the service provider shall take all responsibility for the same and provide necessary compensation towards medical care and meeting all medical expenses incurred for the same without making Procuring Agency a party to it.
2. In case of any labour disputes regarding their employees, resolve the same at the earliest to ensure scheduled work is completed satisfactorily and on time.
3. Ensure that all staff assigned to the offices be adequately immunized against all types of communicable diseases and periodically monitored through health check-ups.
5. The services provider shall provide the names, address, contact no and CNIC on the day of commencement of services.
6. The Procuring Agency reserves the right to direct the service provider for replacement of Security Personnel and the service provider shall be bound to do the same. Non-compliance may result in punitive action against the Service Provider.

### **4. Force Majeure**

1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
2. The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event
  - (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
  - (b) has informed the other Party as soon as possible about the occurrence of such an event.
3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.



## **5. Termination of the Agreement**

- a. Without prejudice to any other available rights / remedies, the Procuring Agency shall have the right to terminate this agreement at its option for any reason specifically provided hereunder or otherwise in case of any breach of this agreement by Service Provider.
- b. The performance of services by the Service Provider under this agreement shall remain under observation during the whole period of the agreement, in case the services are found unsatisfactory or below the specified standard mentioned in Bid Data Sheet and Scope of Services within contractual period may result in termination of the contract by the Client at any time with immediate effect.
- c. In such events e.g. non-performance due to strike or violation of contract, the Service Provider shall be blacklisted as per the prevailing PPRA rules and performance security will be en-cashed.
- d. Notwithstanding anything contained in this agreement, each party shall have the right to terminate this agreement upon 30 Days written notice to the other party and upon written/ recorded reasons for the same.
- e. The Procuring Agency shall be entitled to terminate this agreement forthwith at any time upon serving notice in the event of misconduct either on the part of the Service Provider or its employees or non-performance of responsibilities and services by the Service Provider.
- f. The termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination.

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

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.
2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
3. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The arbitrator for this contract will be DIRECTOR GENERAL HEALTH SERVICE. The decisions of the Arbitrator shall be final and binding on the Parties.

## **7. Renewal of Contract**

The contract between the Procuring Agency and the Service Provider can be extended further for another term(s) or less on the same terms & conditions and Scope of services. The renewal shall be based on the following (but not limited to) conditions:

1. Mutual consent of both parties
2. Performance review of the service provider.
3. Approval of Competent Authority
4. Renewal of the performance guarantee / security by the service provider.

## C. SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The service provider shall be liable to pay compensation for any loss and damage caused to the property of the Client or its officers / staff by the Service Provider or its workers / personnel.
2. In such circumstances when the service provider is unable to provide the required services, the Client has the right to withhold payment and procure the services of any other service provider for the same financial amount.
4. Initially the Contract will be signed for One (01) Year and extendable for equal term(s) or less subject to the need/Government decision, performance review and approval of competent authority.
5. The completion of Job/Assignment must be done **within** 10 days from the date of issuance of Work Order(s). and in case of delay penalty will be imposed.
6. The Details of Penalties is given below:

Sr. #	Description	Penalty charges (in PKR)										
1	Delay in Services	<p>Turnaround time for completion of job/work after issuance of work order is 10 days in case of delay penalty will imposed as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Time of Completion</th> <th style="text-align: center;">Penalty (on work order invoice amount)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">10 Days</td> <td style="text-align: center;">Without Penalty</td> </tr> <tr> <td style="text-align: center;">upto 11 Days</td> <td style="text-align: center;">5% of the invoice</td> </tr> <tr> <td style="text-align: center;">&gt;11-12 Days</td> <td style="text-align: center;">10% of the invoice</td> </tr> <tr> <td style="text-align: center;">&gt;12-13 Days</td> <td style="text-align: center;">15% of the invoice</td> </tr> </tbody> </table> <p><b>Note:</b> the delay in services more than 03 times in contractual period may lead to termination of contract.</p>	Time of Completion	Penalty (on work order invoice amount)	10 Days	Without Penalty	upto 11 Days	5% of the invoice	>11-12 Days	10% of the invoice	>12-13 Days	15% of the invoice
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# 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 Guarantee by a scheduled bank for the sum of as defined in Bid Data Sheet 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

**Note:**

1. It should be valid for a period equal to the total warranty period.
2. The contract will be signed/ issued after submission of this Performance Guarantee.

**BID FORM**

Date:  
Tender No:  
Name of the Item:

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

Respected Sir

Having examined the bidding document [insert numbers & Date], 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 for the sum of *[Total Bid Amount]*, *[Bid Amount in words]* 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 guarantee in the form, in the amounts, and within the times specified in the AAT.

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 the bidding documents.

Name and address of bidder  
Amount and Currency  
(if none, state "none")."

Dated this day of , 2023

Signature  
(in the capacity of)

Duly authorized to sign bid for and on behalf of Attachment

**PRICE SCHEDULE**  
(DDP Basis)

Name of Bidder \_\_\_\_\_

Tender No. and the name of the item -----

Sr.No	Item Name	Capacity/Size	Quantity	Unit price	Total Price
1.	Hepa Filter (supply)	12*12			
2.	Hepa Filter(supply)	18*18			
3.	Hepa Filter (Supply)	24*24			
4.	Calibration of HVAC Display panel	-			
5.	VCD Damper	2*2			
6.	Motor for Extractor	10HP			
7.	Duct repairing	-			
8.	Star Delta Panel	-			

**Lowest Evaluated Bidder (on least cost basis):**

The Sum of Quoted Price

**Sign and Stamp of Bidder** \_\_\_\_\_**Note:**

1. The detail of warranty (category wise) mentioned in ITB clause 32.
2. The price shall be quoted in PKR (DDP Basis). The prices shall be inclusive of all type of taxes, labour, transportation charges etc. and Department will not pay any additional amount.