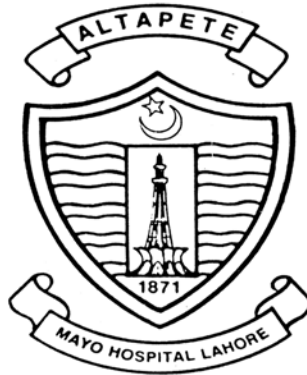


MAYO HOSPITAL, LAHORE



BIDDING DOCUMENT

**HIRING OF FIRM FOR SERVICE & MAINTENANCE
CONTRACT OF CSSD PLANT (CENTRAL STERILIZATION
SUPPLY DEPARTMENT) WITH PARTS INCLUDING
TAXES ON ANNUAL CONTRACT BASIS**

TENDER Due for opening on 29.11.2022

CHIEF EXECUTIVE OFFICER, MAYO HOSPITAL, LAHORE.
TEL: 0092-42-99211129-100, E-MAIL: mayohospitallahore@gmail.com

REQUEST FOR PROPOSAL

**HIRING OF FIRMS FOR SERVICE & MAINTENANCE OF CSSD PLANT
INSTALLED IN ACCIDENT & EMERGENCY BLOCK, MAYO HOSPITAL,
LAHORE ON ANNUAL CONTRACT BASIS.**

- **Sterilizer SC-1000** (Make & Model: Matachana SC-1000, Sr. # 26820)
- **Sterilizer SC-500** (Make & Model: Matachana SC-500 Sr. # 26819)
- **Pouch Sealer's & Others** (HAWO S/N-01236101235)
- **Ultrasonic Cleaner & Chemical Washer** (Steelco DS-800 ATM40 1180018 / 11180019)
- **R.O Plant** (MS 3M)

PRE BID MEETING WILL BE HELD ON

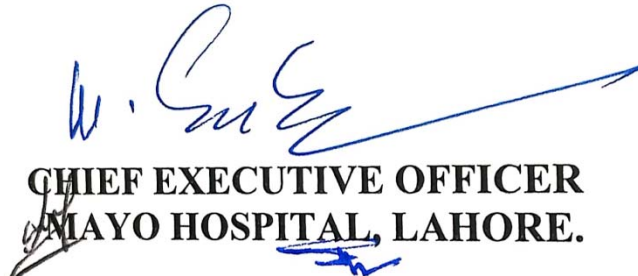
18.11.2022 AT 10:30 A.M

**IN THE COMMITTEE ROOM OF
MAYO HOSPITAL, LAHORE.**

DUE DATE FOR TENDER OPENING

29.11.2022

**RECEIVE ON 10:00 A.M & OPENING AT
10:30 A.M IN THE COMMITTEE ROOM OF
MAYO HOSPITAL, LAHORE**


**CHIEF EXECUTIVE OFFICER
MAYO HOSPITAL, LAHORE.**

**CHECK LIST
KNOCK OUT CLAUSES**

SR. #	DESCRIPTION	YES / NO	PAGE #
a)	C.N.I.C of Proprietor / Director's / Partners		
b)	Tender purchased Receipt in original.		
c)	PST / GST & Professional Sales Tax Certificate		
d)	NTN Certificate		
e)	Photocopy of Bid Security (5% of estimated cost)		
f)	An under taking on Judicial papers of Rs.100/- duly attested by the Notary Public. Specimen at Annexure-“B”.		
g)	Experience Certificates of the firm for maintenance and services of CSSD Plant.		
h)	Work Orders received from different institutes (for the last five years).		
i)	Satisfactory past performance received from different institutes.		
j)	List of available concerned Tools / Instruments / machines / transport etc. to provide services in terms of contract.		
k)	List of Administrative / Technical Staff along with copies of their Degrees / Diplomas and detail of non-technical staff.		
l)	Financial Soundness Certificate from Bank / Current Bank Statements.		
m)	Tender Documents which should be read carefully and each paper should be duly signed and stamped by the bidder or authorized person.		

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SECTION – I	Instructions to Service Providers (ITB)
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**Section I – Instructions to Service Providers (ITB) for
Proposal Preparation**

Section I Instructions to Service Providers (ITB)

A. General

1. Definition

- 1.1 “**Affiliate(s)**” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the service provider.
- 1.2 “**Applicable Rules**” means the Punjab Procurement Rules 2014 (amended Jan, 2016) governing the selection and Contract award process as set forth in this RFP.
- 1.3 “**Applicable Law**” means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.
- 1.4 “**Client/Procuring Agency**” means the procuring agency that signs the Contract for the Services with the selected Service provider.
- 1.5 “**Contract**” means a legal binding written agreement signed between the Client and the Service provider and includes all the attached documents listed in its General Conditions of Contract (GCC), Special Conditions of Contract (SCC), and the Appendices.
- 1.6 “**Bid Data Sheet or (BDS)**” means an integral part of the Instructions to Bidders (ITB) that is used to reflect specific conditions to supplement assignment, but not to overwrite, the provisions of the ITB.
- 1.7 “**Day**” means a calendar day.
- 1.8 “**Government**” means the Government of the Punjab.
- 1.9 “**ITB**” means the Instructions to Bidders / Service Providers.
- 1.10 “**Joint Venture (JV)**” means an association with or without a legal personality distinct from that of its members, of more than one Service provider where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV shall be jointly and severally liable to the Client for the performance of the Contract.
- 1.11 “**LOI**” means the Letter of Invitation being sent by the Client to the Service providers
- 1.12 “**Proposal**” means the Technical Proposal and the Financial Proposal of the Service provider.
- 1.13 “**RFP**” means the Request for Proposals to be prepared by the Client for the selection of Service providers.
- 1.14 “**Service provider**” means a legally-established professional firm or an entity that may provide or provides the Services to the Client under the Contract.
- 1.15 “**Services**” means the work and services to be performed by the Service Provider pursuant to the Contract.
- 1.16 “**Sub-Service provider**” means an entity to whom the Service provider intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- 1.17 “**TORs**” means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Service provider, and expected results and deliverables of the assignment.

2. Scope of Proposal

- 2.1 The Procuring Agency, as defined in the Bid Data Sheet (BDS), invites Proposals for the Services, as described in the Section – III – scope of services to the Contract. The name and identification number of the Contract is provided in the BDS.
- 2.2 The successful Service provider will be expected to commence the performance of the Services by the issuance of advance acceptance.

3. Eligible service provider

- 3.1 All Service providers shall provide in Section II, Proposal Forms, a statement that the Service provider (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other sections of this Proposal document. A firm that has been engaged by the Procuring Agency to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to Proposal.
- 3.2 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Government.
- 3.3 Service providers shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).
- 3.4 The Procuring Agency permits Service providers, including Consortiums, Joint Ventures and their individual members to offer services.

4. Conflict of Interest

- 4.1 The Service provider is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 4.2 The Service provider has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Service provider or the termination of its Contract and/or sanctions by the Procuring Agency.
- 4.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Service provider shall not be hired under the circumstances set forth below:
 - 4.3.1 A firm that has been engaged by the Client to provide goods, works or services other than Services for a project, and any of its affiliates, shall be disqualified from providing Services related to those goods, works or services. Conversely, a firm hired to provide Services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than Services resulting from or directly related to the firm's Services for such preparation or implementation.
 - 4.3.2 Service Provider (including its Personnel and Sub- Service Provider) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Provider to be executed for the same or for another Client

- 4.3.3 A Service Provider (including its Personnel and Sub-Service Provider) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (I) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Agreement, may not be awarded an Agreement, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Agreement.

5. One Proposal per Service provider

- 5.1 Each Service provider shall submit only one Proposal, either individually or as a partner in a joint venture. A Service provider who submits or participates in more than one Proposal (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Service provider's participation to be disqualified.

6. Cost of Proposal

- 6.1 The Service provider shall bear all costs associated with the preparation and submission of his Proposal, and the Procuring Agency will in no case be responsible or liable for those costs

7. Site Visit

- 7.1 The Service Provider, at the Service Provider's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Proposal and entering into a contract for the Services. The costs of visiting the Site shall be at the Service Provider's own expense

B. Proposal Documents

8. Content of Proposal Documents

- 8.1 The set of Proposal documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 10:
- a) Instructions to Service providers (ITB)
 - b) Bid Data Sheet
 - c) Scope of Services (TORs)
 - d) Conditions of Contract
 - e) Annexure(s)
- 8.2 The Service Provider is expected to examine all instructions, forms, terms, and specifications in the Proposal documents. Failure to furnish all information required by the Proposal documents or to submit a Proposal not substantially responsive to the Proposal documents in every respect will be at the Service provider's risk and may result in the rejection of its. All sections should be completed and returned with the Proposal in the number of copies specified in the BDS

9. Clarification of Proposal Documents

- 9.1 A prospective Service provider requiring any clarification of the Proposal documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in the invitation/advertisement. The Procuring Agency will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of Proposals. Copies of the Procuring Agency's response will be forwarded to all purchasers of the Proposal documents, including a description of the inquiry, but without identifying its source.

10. Amendment of Proposal Documents

- 10.1 Before the deadline for submission of Proposals, the Procuring Agency may modify the Proposal documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the Proposal documents and shall be communicated in writing or by email to all purchasers of the Proposal documents. Prospective service providers shall acknowledge receipt of each addendum by email to the Procuring Agency.
- 10.3 To give prospective service providers reasonable time in which to take an addendum into account in preparing their Proposals, the Procuring Agency shall extend, as necessary, the deadline for submission of Proposals, in accordance with ITB Sub-Clause 20.2 below

C. Preparation of Proposal

11. Language of Proposal

- 11.1 The Proposal prepared by the Service provider, as well as all correspondence and documents relating to the Proposal exchanged by the Service provider and the Procuring Agency shall be written in the language specified in the BDS. Supporting documents and printed literature furnished by the Service provider shall be in same language.

12. Documents Comprising the Proposal

The Proposal submitted by the Service provider shall comprise the following:-

- 12.1 Technical and Financial Proposal (in the format mentioned in Section – II)
- 12.2 Proposal / Bid Security (copy attached with the Technical Proposal);
- 12.3 Any other materials required to be completed and submitted by service providers, as specified in the Bid Document Sheet.

13. Proposal Prices

The service provider shall fill in the rates and prices in the Financial Proposal as instructed in Section – II in bid document sheet. It should include all the applicable taxes, duties and other levies payable by the service provider.

14. Currencies of Proposal and Payment

- 14.1 The price shall be quoted by the Service provider in Pak Rupees (PKR).

15. Proposal Validity

- 15.1 Proposals shall remain valid for the period of 90 days as specified in the BDS. After approval the rates should be valid for a period of One Year.
- 15.2 In exceptional circumstances, the Procuring Agency may request that the service providers extend the period of validity for a specified additional period. The request and the service providers' responses shall be made in writing or by email. A Service provider may refuse the request without forfeiting the Proposal Security. A Service provider agreeing to the request will not be required or permitted to otherwise modify the Proposal, but will be required to extend the validity of Proposal Security for the period of the extension, and in compliance with ITB Clause 16 in all respects.

16. Proposal Security / Bid Security

- 16.1 The Service provider shall furnish Proposal security, as part of the Proposal as **specified in the BDS**.
- 16.2 The Proposal Security shall be in the **amount specified in the BDS** and denominated in Pak Rupees (PKR) and shall;
 - 16.2.1 at the service provider's option, be in the form of CDR / / Bank Draft.
 - 16.2.2 be payable promptly upon written demand by the Procuring Agency in case the conditions listed in ITB Sub- Clause 16.5 are invoked;
 - 16.2.3 be submitted in its original form with the Financial Proposal. A photocopy shall be attached alongwith the Technical Proposal as instructed in BDS.
 - 16.2.4 remain valid for a period of 28 days beyond the validity period of the Proposals, as extended, if applicable, in accordance with ITB Sub-Clause 15.2;
- 16.3 If a Proposal Security is required in accordance with ITB Sub-Clause 16.1, any Proposal not accompanied by a substantially responsive Proposal Security in accordance with ITB Sub-Clause 16.1, shall be rejected by the Procuring Agency as non- responsive.
- 16.4 The Proposal Security of unsuccessful Service providers shall be returned as promptly as possible upon the successful Service provider's furnishing of the Performance Security pursuant to ITB Clause 35.
- 16.5 The Proposal Security may be forfeited:
 - 16.5.1 if a Service provider withdraws its Proposal during the period of Proposal validity, except as provided in ITB Sub-Clause 15.2; or
 - 16.5.2 if the successful Service provider fails to:
 - 16.5.2.1 Sign the Contract in accordance with ITB Clause 34;
 - 16.5.2.2 Furnish a Performance Security in accordance with ITB Clause 35.
- 16.6 The Proposal Security of a consortium / JV must be in the name of the consortium / JV that submits the Proposal.

17. Alternative Proposals by Service providers

- 17.1 Alternative Proposals shall not be considered. One Bidder One Proposal only.

18. Technical and Financial Proposal Format and Content

- 18.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 18.2 The Financial Proposal should be prepared as per instruction Section – II BDS.
- 18.3 The Service Provider shall be subject to all applicable duties, fees, levies and taxes (including but not limited to value added, sales tax, income tax/sales tax) on amounts payable by the Client under the Agreement. Service Provider will include and clearly state all such taxes, which it is subject to pay, in the proposal
- 18.4 The Service Provider should express the all prices in Pakistani rupees (PKR).

D. Submission of Proposals

19. Sealing and Marking of Proposals

- 19.1 The Service provider shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 12 (Documents Comprising Proposal). The submission can be done by mail or by hand.
- 19.2 An authorized representative of the Service provider shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 19.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 19.4 In Technical Proposal any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. In case of Financial Proposals no modification, erasures or overwriting shall be permissible.
- 19.5 The Technical Proposal shall be placed inside of a sealed envelope clearly **marked "Technical Proposal", –[Name of the Assignment]–, reference number, name and address of the Service provider, and with a warning –Do Not Open until [insert the date and the time of the Technical Proposal submission deadline]."**
- 19.6 Similarly, the original Financial Proposal containing the original CDR / Bank Draft / as Bid Security shall be placed inside of a sealed envelope clearly marked **"Financial Proposal followed by the name of the assignment, reference number, name and address of the Service provider, and with a warning –Do Not Open With The Technical Proposal.**
- 19.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the **submission address, RFP reference number, the name of the assignment, Service provider's name and the address, and shall be clearly marked –Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]"**.
- 19.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

20. Deadline for Submission of Proposals

- 20.1 Proposals shall be delivered to the Procuring Agency Office of the Chief Executive Officer, Mayo Hospital, Lahore not later than the time and date **specified in the Bidding Documents**.
- 20.2 The Procuring Agency may extend the deadline for submission of Proposals by issuing an amendment in accordance with ITB Clause 10, in which case all rights and obligations of the Procuring Agency and the service providers previously subject to the original deadline will then be subject to the new deadline.

21. Late Proposals

- 21.1 The Procuring Agency will not receive any Proposal submitted after the deadline specified in the News Paper Advertisement.

22. Modification and Withdrawal of Proposals

- 22.1 The Service Providers may modify or withdraw their proposal by giving notice in writing before the deadline prescribed in ITB Clause 20.
- 22.2 Each Service provider's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 18 and 19, with the outer and inner envelopes additionally marked "Modification" or "Withdrawal," as appropriate.
- 22.3 No Proposal may be modified after the deadline for submission of Proposals.
- 22.4 Withdrawal of a Proposal between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the BDS or as extended pursuant to ITB Sub-Clause 15.2 may result in the forfeiture of the Proposal Security pursuant to ITB Clause 16

E. Proposal Opening and Evaluation

23. Proposal Opening

- 23.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Service providers' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 19 and 24 of the ITB
- 23.2 At the opening of the Technical Proposals the following shall be read out:
 - 23.2.1 the name and the country of the Service provider or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members;
 - 23.2.2 the presence or absence of a duly sealed envelope with the Financial Proposal;
 - 23.2.3 any modifications to the Proposal submitted prior to proposal submission deadline;
 - 23.2.4 any other information deemed appropriate or as indicated in the Data Sheet.

24. Technical Proposals Evaluation:

- 24.1 Subject to provision of Clause 19 of the ITB, the evaluators of the Technical Proposals shall have no access to the Evaluation Financial Proposals until the technical evaluation is concluded.

- 24.2 The Service provider is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 22 of this ITB. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
- 24.3 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

25. Opening of Financial Proposals

- 25.1 After the technical evaluation is completed, the Client shall notify those Service providers whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Service provider's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Service providers that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Service providers sufficient time to make arrangements for attending the opening. The Service provider's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Service provider's choice
- 25.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Service providers whose proposals have passed the minimum technical score. The Financial Proposals of the bidders whose technical proposals are non-responsive will be returned unopened.
- 25.3 The Service provider's Financial Proposal shall include all applicable taxes in accordance with the instructions in the Data Sheet.

26. Financial Proposal Evaluation

26. **Least-Cost Selection (LCS)**; the Client will select the Service provider with the lowest evaluated total price among those Service providers that achieved the minimum technical score, and invite such Service provider to negotiate the Contract

27. Submission of Grievances

- 27.1 As per PPRA Rules – 2014 (amended)

28. Clarification of Proposals

- 28.1 To assist in the examination, evaluation, and comparison of Proposals, the Procuring Agency may, at its discretion, ask any Service provider for clarification of the Service provider's Proposal, including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Agency may require. The request for clarification and the response shall be in writing or email, but no change in the price or substance of the Proposal shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the Proposals in accordance with ITB Clause 30.

- 28.2 No Service provider shall contact the Procuring Agency on any matter relating to its Proposal from the time of the Proposal opening to publication of evaluation report. If the Service provider wishes to bring additional information to the notice of the Procuring Agency, he should do so in writing after permission from the procuring agency.
- 28.3 Any effort by the Service provider to influence the Procuring Agency in the Procuring Agency's Proposal evaluation or contract award decisions may result in the rejection of the Service provider's Proposal.

29. Examination of Proposals and Determination of Responsiveness

- 29.1 Prior to the detailed evaluation of Proposals, the Procuring Agency will determine whether each Proposal:
- 29.1.1 Has been properly signed;
 - 29.1.2 Is accompanied by the required securities;
 - 29.1.3 And is substantially responsive to the requirements of the Proposal documents.
- 29.2 A substantially responsive Proposal is one which conforms to all the terms, conditions, and specifications of the Proposal documents, without material deviation or reservation. A material deviation or reservation is one:
- 29.2.1 Which affects in any substantial way the scope, quality, or performance of the Services; or
 - 29.2.2 Which limits in any substantial way, inconsistent with the Proposal documents, the Procuring Agency's rights or the Service provider's obligations under the Contract; or
 - 29.2.3 Whose rectification would affect unfairly the competitive position of other service providers presenting substantially responsive Proposals.
- 29.3 If a proposal is not substantially responsive, it will be rejected by the Procuring Agency, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

30. Correction of Errors

- 30.1 Proposals determined to be substantially responsive will be checked by the Procuring Agency for any arithmetic errors. Arithmetical errors will be rectified by the Procuring Agency on the following basis:
- 30.1.1 If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;
 - 30.1.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
- 30.2 The amount stated in the Proposal will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Service provider, shall be considered as binding upon the Service provider. If the Service provider does not accept the corrected amount, the Proposal will be rejected, and the Proposal Security may be forfeited in accordance with ITB Sub-Clause 16.5.

31. Non- Preferential Treatment

- 31.1 No service provider (domestic or foreign) shall be eligible for any margin of preference in Proposal evaluation

F. Award of Contract

32. Award Criteria

- 32.1 The Procuring Agency will award the Contract to the Service provider whose Proposal has been determined to be substantially responsive to the Proposal documents and who has offered the lowest evaluated Proposal price, provided that such Service provider has been determined to be:
- 32.1.1 Eligible in accordance with the provisions of ITB Clause 3, and
 - 32.1.2 Qualified in accordance with the provisions of ITB Clause 24.

33. Procuring Agency’s Right to Accept or Reject all Proposals

- 33.1 As per PPRA Rules – 2014 (Amended)

34. Notification of Award and Signing of Agreement

- 34.1 The Service provider whose Proposal has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Proposal validity period by registered letter from the Procuring Agency. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state services and other particulars that the Procuring Agency will deliver to the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract
- 34.2 The notification of award will constitute the formation of the Contract. Expected data and address for award of contract is **specified in BDS**.
- 34.3 The Contract, will incorporate all agreements between the Procuring Agency and the successful Service provider. It will be signed by the Procuring Agency and sent to the successful Service provider along with the Letter of Acceptance. Unless otherwise stated in **BDS or Part II**, within 07 days of receipt of the Contract, the successful service provider **shall sign the Contract** and return it to the Procuring Agency, together with the required performance security alongwith stamp duty @ 0.25% of total contract amount pursuant to Clause 35. Furthermore, the selected service provider shall commence the services by the date specified in the Advance Acceptance Letter.
- 34.4 Upon fulfillment of ITB Sub-Clause 34.3, the Procuring Agency will promptly return the Bid security of successful and unsuccessful Service providers as soon as possible.

35. Performance Security

- 35.1 The successful service provider will have to submit an amount as performance security which may be upto 10% of the approved value within Two weeks after receipt of the Letter of Acceptance, to the procuring agency in the form of CDR.
- 35.2 Failure of the successful Service provider to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

36. Dispute Resolution

- 36.1 In case of any dispute between the Parties during the period of Contract, the Parties shall resolve such dispute pursuant to clauses of Contract Agreement.

Section – II (Bid Data Sheet (BDS)

- 1- Sealed tenders are invited from Sales Tax / Income Tax registered firms for comprehensive Maintenance & Repair of CSSD Plant installed in Accident & Emergency Block for a period of ONE YEAR (Extendable for further Three Months). Tender form is obtainable on cash payment (non-refundable) from Almoner Office of this hospital.
- 2- The bidder's will visit the department concerned along with authorized representative from the AMS(R&M) and after checking the CSSD Plant will submit their quotation in the name of Chief Executive Officer, Mayo Hospital, Lahore under a sealed envelope bearing the number and Due Date of this tender. All offers / bids will be submitted in accordance with Punjab Procurement rules (PPRA – 2014 Amended up-to-date).
- 3- The procuring Agency is {Chief Executive Officer, Mayo Hospital, Lahore}
- 4- The name of the contract is “HIRING OF FIRMS FOR PROVIDING CSSD PLANT MAINTENANCE SERVICES”.
- 5- Bid Validity Period: The bid validity period is for 90 days after the dead line for proposal submission.
- 6- One firm will submit One Proposal Only. Alternative proposal are not allowed.
- 7- **Preparation of the Proposals:-**
 - 7.1- This document has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language. The currency is in Pak Rupees.
 - 7.2- Single stage – two envelopes bidding procedure as per Punjab Procurement Rules, 2014 (amended upto date) shall be applied.
 - i) The bid shall comprise of a single package containing two separate envelopes, each envelop shall contain separately the technical proposal and the financial proposal.
 - ii) The envelopes shall be marked as ‘TECHNICAL PROPOSAL’ & ‘FINANCIAL PROPOSAL’ in bold and legible letters to avoid confusion, mentioning tender name and date.
 - iii) The inner and outer envelopes shall be addressed to the Chief Executive Officer, Mayo Hospital, Lahore.
 - iv) The sealed bids will be dropped in the TENDER BOX placed in the Office of the Chief Executive Officer, Mayo Hospital, Lahore.
 - v) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in this office without being opened.
 - vi) The Hospital Technical Scrutiny Committee shall evaluate the technical proposal and reject any proposal which do not confirm the specified requirement directly.
 - vii) The financial proposals of technically evaluated / approved bids shall be opened publicly at the time date and venue to be announced and communicated to the bidders in advance.
 - viii) The financial proposal of bids found technically non-acceptable shall be returned as unopened to the respective bidders.

- 7.3 The bidder / authorized person shall sign and stamp each and every paper of this bidding document (This is essential).

8- Technical Proposal

The participating firm must submit the following documents alongwith the Technical Bid:-

- a) C.N.I.C of Proprietor / Director's / Partners
- b) Tender purchased Receipt in original.
- c) NTN / PST / GST & Professional Sales Tax Certificate
- d) Photocopy of Bid Security (5% of estimated cost)
- e) An under taking on Judicial papers of Rs.100/- duly attested by the Notary Public. Specimen at Annexure-"B".
- f) Experience Certificates of the firm for maintenance and services of C.S.S.D Plant.
- g) Work Orders received from different institutes (for the last five years).
- h) Satisfactory past performance received from different institutes.
- i) List of available concerned Tools / Instruments / machines / transport etc. to provide services in terms of contract.
- j) List of Administrative / Technical Staff along with copies of their Degrees / Diplomas and detail of non-technical staff (copies of their Appointment Letters).
- k) Financial Soundness Certificate from Bank / Current Bank Statements.
- l) Tender Documents which should be read carefully and each paper should be duly signed and stamped by the bidder or authorized person.
- m) Any other document required as per evaluation criteria (Annexure – "A") / bid document sheets.
- n) The service provider will have to submit a check list of documents provided with the proposal duly signed and stamped by the authorized person.

9- Financial Proposal

- 9.1- The proposed amount (on the letter head of the firm) should be written both in figures and words in clear eligible writing. No correction or over writing is permissible. In case of any confusion the amount mentioned in words will be accepted as correct.
- 9.2- The Financial proposal should accompany original CDR / Bank Draft of Bid Security.
- 9.3- A photocopy of the CDR / Bank Draft of Bid Security should be provided along with other required documents in technical proposal.

9.4- Financial Model

Sr. #	Description	QTY	Unit Price Per Month (Rs.)	Total Price Per Annum (Rs.)
1.	Annual charges for service & maintenance contract of Complete C.S.S.D Plant of Accident & Emergency Department including replacement of all parts (if found defective) inclusive of all applicable taxes and contingencies. - Sterilizer SC-1000 (Make & Model: Matachana SC-1000, Sr. # 26820) - Sterilizer SC-500 (Make & Model: Matachana SC-500 Sr. # 26819) - Pouch Sealer's & Others (HAWO S/N-01236101235) - Ultrasonic Cleaner & Chemical Washer (Steclo DS-800 ATM40 1180018 / 11180019) - R.O Plant (MS 3M)	01 No.		

NOTE:

- Rates are valid for a period of One Year extendable for further three months.

10- **No offer shall be considered if:-**

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

SECTION III:- **SCOPE OF SERVICES**

Terms of References (TORs) or Scope of Services for C.S.S.D Plant

SCOPE OF WORK

- ☛ Checking / Inspection / Repairing and routine maintenance of C.S.S.D Plant.
 - ☛ The routine / periodic maintenance / service, as per schedule, shall include the following:-
 - a) Function and operation safety check
 - b) Adjustment, setting and lubrication
 - c) Correction of detected defects which result from normal wear and tear.
 - d) Performing preventive work where this is deemed necessary by the company.
 - e) Safety / mandatory modifications, if any; recommended by the manufacturer.
 - f) Replacement of all defective parts immediately (if any).
- 1- Four Planned preventive maintenance (PPM) / modifications shall be performed by the service provider as per the manufacturer's recommended schedule. Service Provider shall perform all maintenance works as
 - i. Prescribed by the equipment manufacturer,
 - ii. per good industry practice,
 - iii. per recommended / approved by the Procuring Agency and as per terms and conditions of this Contract
 - 2- The firm shall be responsible for arranging special tools and test instruments or measuring devices required for maintenance / repair of equipment.
 - 3- Contractor is responsible to keep the Equipment properly functional throughout the period of contract.
 - 4- The company jointly with the End-user shall measure system performance during the period of contract. At the end of yearly period "Uptime Percentage" will be calculated as per clause mentioned above.
 - 5- A Log Book of machine will be maintained by the engineer of the service provider alongwith the Technician of concerned Department which will be signed by the Incharge C.S.S.D Section of that department & Bio-Medical Engineer accordingly.
 - 6- The replaced defective parts will be returned to the End-user and will be the property of the hospital.
 - 7- The service provider is bound to make sure the availability of all required parts in their ready stock during the contractual period. There shall be no cause for delay for importing the defective parts.
 - 8- The firm will be bound to check the machines on daily basis, Preventive, corrective maintenance and made one annual comprehensive maintenance inspection consisting of lubrication, cleaning, removing dirt/dust, functional checks and adjustments and other maintenance to preserve quality results.
 - 9- Service Provider shall handover the C.S.S.D Plant in satisfactory working condition to the hospital at the expiry of the contract.
 - 10- The required all kind of parts/consumable items will be provided by the Service Provider at no further cost and Service Provider guarantees the availability of spare parts and other consumable items required for smooth operation of C.S.S.D Plant.
 - 11- Shutdown of the system for pre-scheduled maintenance with prior approval of the Procuring Agency shall not be treated as down time.

SPECIAL PROVISIONS

1. In case the C.S.S.D Plant stops working due to any fault, which is not rectified by the contracting firm in time, penalty to the extent of market cost of C.S.S.D Plant services per day will be imposed on the firm. Imposition of penalty will be decided by the authority / committee of the hospital.
2. In case the award letter is issued to successful bidder during the offered validity period and not accepted by the bidder, the Earnest Money / CDR shall be forfeited.
3. The successful bidder will have to deposit as performance security (refundable) @10% of contract amount in the name of Chief Executive Officer, Mayo Hospital, Lahore. This amount will be refunded after successful completion of contract period.
4. At the time of award the firm will have to submit price reasonability certificate.
5. During the contract period any further instructions / rules issued by the Government from time to time will also be applicable on the contracting firm.
6. The firm will be responsible to hand over the C.S.S.D Plant alongwith its accessories in working condition in all respect at the end of contract period otherwise performance security will not be released and payment of last quarter bill will also be withheld till the handing over of C.S.S.D Plant in fully working condition.
7. The hospital administration reserves the right of cancellation of agreement at any stage due to poor performance or non-observation of TOR's of the agreement.
8. The quoted rates should be on annual basis. The bills will be paid on quarterly basis, subject to satisfactory performance, reported by the end-user & Bio-Medical Engineer and after deduction of all taxes, levies and penalties etc.

9. CLIENT RESPONSIBILITY

- 9.1. The Client shall allow only the authorized personnel of the party to carry out the maintenance services on the system.
- 9.2. The Client shall make the equipment available for preventive / corrective maintenance and calibration, lubrication and services on agreed dates.
- 9.3. The Client shall provide all utility services required for the equipment. The environmental conditions in the equipment room shall be maintained by the firm as per recommendations of the manufacturer.
- 9.4. The company will maintain records of all visits and details of services provided. Copies of such records including detail of replaced parts / repaired, Log Book and any additional information that the customer may reasonably require shall be provided to the customer at any time upon request.

Section IV – Conditions of Contract

GENERAL CONDITIONS OF THE CONTRACT

- 1- The Contract shall be interpreted in accordance with the applicable laws of Pakistan.
- 2- The period of the contract will be for ONE YEAR starting from the date mentioned in the Advance Acceptance Letter which will be extendable for further three months at the end of contract by mutual understanding of both parties.
- 3- The service provider shall carry out the Services in accordance with the Scope of service and provisions of this Contract.
- 4- The contracting firm shall be held responsible to keep the C.S.S.D Plant in running condition throughout the period of contract without fail.
- 5- A certificate should be given by the tenderer that they will ensure safety and will be responsible for the service & maintenance of plant by replacing the relevant parts (if any) for the contractual period.
- 6- If the procuring agency is not satisfied with the services of the service provider it will give a One Month notice to the service provider, in writing. However the procuring agency reserves the right to terminate the agreement at any time during the period of Contract whether there is any breach of any clause of contract or not, if it considers so, in the larger public interest which will not be challengeable in any court of law.
- 7- The bills will be submitted by the service provider quarterly subject to the verification / satisfaction by the End-user. The payment will be made on quarterly basis. No extra payment other than the quoted amount in Financial Proposal will have to be paid by the procuring agency.
- 8- The service provider shall permit the Procuring Agency to inspect its accounts and records relating to the performance of the services and to have them audited by auditor appointed by the procuring agency (if so required).
- 9- The service provider will not sublet any service or services to sub- contractors without prior permission of the client.
- 10- The service provider will be bound to keep detailed personal record of every employee deputed at site for its scope of services which will be accessible to authorized person of the procuring agency. Any negligence in this regards will not be tolerated and service provider will have to compensate the losses (if any).
- 11- In case of failure of the service provider to fulfill any obligation under this contract within the stipulated time, the procuring agency may proceed for imposition of penalties or may proceed for termination of the agreement as decided by the hospital authority. The penalties imposed may be on per day basis or as per event. The amount of the penalty will be decided by the hospital authority which will be deducted from the quarterly submitted bill etc.
- 12- If the service provider fails to correct the defect within the time frame the procuring agency may get it corrected from the local market at the risk and cost of the service provider.

- 13- In case of event of “Force Majeure” the service provider will be bound to take all reasonable precautions, due care and reasonable alternative measure in order to carry out the terms & conditions of the contract and will have to inform the procuring agency in writing about the occurrence of such an event and measures taken.
- 14- The Party shall perform all services in good faith. However, in the event of Force Majeure any party shall be entitled to suspend performance of its obligations. Force Majeure shall be deemed to be any event or occurrence beyond such party’s control, as a result of which said party is unable to comply with its obligations or can’t reasonably be required to do so, and shall include acts of God, Civil Disturbances, wars, floods, acts of the public enemy, hyper-inflation.
- 15- Neither the Service Provider nor its Sub contractors, nor any Personnel deployed at site shall engage, either directly or indirectly, in any of the following activities,
- a) Any business or professional activities which would conflict with the activities assigned to them under this contract.
 - b) Shall hire such public employees, in active duty or on any type of leave, which would conflict with the activities assigned to service provider to perform any activity under this contract.
 - c) Shall not involve in any unlawful, un-ethical, immoral activities directly or in indirectly. In case of any complaint of any personnel to be involved in aforesaid activities strict legal action will be taken against the personnel and service provider.
- 16- If after the date of this contract, there is any change in the Applicable Law / Rules by the Government, the service provider will be bound to abide by the same.
- 17- If any dispute arises between the parties in connection with this contract, the service provider and an authorized person of the concerned department will use their best efforts to settle the dispute amicably. In case they fail to do so, the decision of Chief Executive Officer of the hospital will be final and not challengeable in any court of law.

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. The imported parts shall be of USA, European or Japanese Origin firms; unless otherwise any other country of manufacturer is mentioned in specifications however their delivery / provision may vary according to geographical location of their factories.
2. The fee of all necessary licenses required to install and operate the equipment shall be borne by the service provider and procuring agency will facilitate through documents only.
3. The performance security will be discharged after successful completion of contract period. A clearance letter / NOC will be issued by the head of concerned department after successful completion of contract period.
4. The service provider shall be deemed to have obtained all the information regarding facilities and charges, in respect of port clearance, loading and unloading, storage, transportation, congestion, Octri, licensing fee and confirm 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 whether in case of CIF, DDP or free delivery consignments.
5. The service provider shall arrange the necessary arrangements for training of hospital staff including doctors, technician, paramedical staff and Bio-Medical Engineer for quoted medical equipment.
6. For smooth functioning and management of medical and other equipment, it is mandatory for the bidders to provide sufficient technical training for high-tech equipment for the bio-medical engineers and allied staff from factory trained experienced engineers at the concerned institute.
7. Insurance of local 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 of the medical equipment.
8. Checking and verifying of consignments, issuance of receiving reports and damage reports (when applicable) shall be the service provider's responsibility.
9. The cost of insurance shall be quoted on the basis of insurance through National Insurance Company (NIC) of Pakistan or any other insurance company operating in Pakistan acceptable to the Procuring Agency. The cost will be borne by the service provider.
10. Contract will be for a period of one year. It will be comprehensive. A log book for the medical equipment shall be maintained (it will be mandatory) by the service provider engineer in consultation with the end user department. This will include the name of the equipment, down

time, preventive maintenance schedule, replacement of parts, etc. The warranty will also include maintenance of associated equipment obligatory for smooth functioning and performance of the prime equipment purchased.

11. The warranty will start from the date of acceptance of contract (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.
12. Software and hardware up gradation of the computing system should be carried out by the contractor during contract period as recommended by the manufacturer. Also for safety and security and excellent performance of the equipment, all the prerequisites should be maintained as per preferred standards.
13. Service Provider shall be responsible for rectifying with all possible speed at their own expense any defect or fault in the system which may develop at any time during contract period. The service provider will observe and manage necessary measures to protect the installed equipment from intruders like rodents and pests during the warranty period. Any damage to the equipment caused by such intruders will be liability of the service provider.
14. Service Provider will guarantee the availability of spare parts and accessories during contract period.
15. The company shall, during the tenure of contract, keep in stock parts recommended by the manufacturing company for minimizing down time. If any part or parts of the equipment become unserviceable it shall promptly be replaced with a new part. This contract covers all parts of the system including elements.
16. Uptime shall be defined as the time available to the user for doing procedures / data acquisition and processing during working hours throughout the year.
17. Service Provider checks system performance during and after every 4-months. An “optimal percentage” will be calculated by dividing “system in service” hours by hours available, both measured on the basis of working hours as detailed above.
18. If the uptime percentage for the measurement period (04 months) shall fall short of 95% the following formula will be applied to determine additional days in the contract period.
19. The Engineer of said firm will be available in concerned section from 09:00 A.M to 05:00 P.M to ensure the uninterrupted working of C.S.S.D Plant. After 05:00 P.M the engineer will provide contact number for emergency case and will be available within one hour after the call. Similarly on Holidays a contact number will be given for responding any emergency calls. A Senior Service Engineer of said firm will visit the department and should be available in concerned section at-least 3 – 4 hours daily for rectification of faults going beyond capacity of maintenance staff, this service will be provided within quoted cost.

20. The Company shall make best efforts to keep down time of the machines to a minimum but guarantee a minimum 95% uptime during the period of contract. Uptime percentage will be calculated by dividing “System in Service Hours by “Available Hours” both measured on 14 hours / day basis excluding Sunday and Government declared holidays. Should the equipment / machine fail to achieve 95% Uptime, then a penalty will be applied according to following schedule:-

21. Up-Time Guarantee:

<u>Up-Time</u>	<u>Penalty</u>
95 – 100%	None
90 – 94%	Extension of Contract at no further cost by down time x 2
85 – 89%	Extension of Contract at no further cost by down time x 3
Below – 84%	Extension of Contract at no further cost by down time x 4

22. Down time is defined as the failure in the equipment operation to acquire or process the data or procedure, resulting in inability to carry out the required procedure properly.
23. The Service Provider will be bound to make arrangement for availability of qualified technical staff in hospital / site for prompt execution / coordination during contract period.
24. Down time will start when the end user / BME or staff in-charge notifies the designated service facility verbally, by phone call or in-writing to qualified technical staff of the Service Provider stationed in the hospital. Being a tertiary care setup, the staff of the Service Provider will be bound to respond swiftly and visit site within 1 hour of intimation.
25. Down time will once the repairs have been affected and the system is again available for clinical use, to be duly noted in writing in log book by the Service Provider qualified technical staff verified by the hospital staff.
26. The Service Provider will provide the recommended preventive maintenance schedule of each of the equipment during start of contract period.
27. The scheduled preventive maintenance shall be preferred if provided by the Service Provider to pick-up early faults at no cost to the hospital for the high-tech equipment.
28. The Service Provider will be responsible for preventive maintenance of equipment as per manufacturers service manuals and shall keep a check for electrical / magnetic / temperature and humidity conditions. Such a check should be made monthly and record should be maintained in the log book of the hospital.


**CHIEF EXECUTIVE OFFICER
MAYO HOSPITAL, LAHORE.**

CRITERIA OF TECHNICAL EVALUATION

Part (A) COMPULSORY PARAMETERS

Sr. #	Parameter(s)	Documents Required	Status (Attached / not attached)
1.	Copy of Computerized National Identity Card	Compulsory	
2.	N.T.N Certificate	Compulsory	
3.	G.S.T / P.S.T Reg. Certificate	Compulsory	
4.	Professional Tax Certificate (if applicable)	Compulsory	
5.	Bid Security / CDR	Compulsory	
6.	Under Taking Certificate Regarding Non-Black Listing on the legal stamp paper of Rs.100/-	Compulsory	
7.	Tender Documents which should be read carefully and each paper should be duly signed and stamped by the bidder or authorized person.	Compulsory	
8.	Tender Purchase Receipt (Original)	Compulsory	

Part (B) ORDINARY PARAMETERS

Sr. #	Parameter with detail of documents	Maximum Marks	Marks Obtained	Remarks									
1.	<p><u>Experience Record:-</u> Past Performance / Experience in the relevant field Major institutions (Public / Private) served.</p> <table border="1"> <tr> <td>i</td> <td>1 year</td> <td>05</td> </tr> <tr> <td>ii</td> <td>2 to 5 years</td> <td>10</td> </tr> <tr> <td>iii</td> <td>Above 5</td> <td>20</td> </tr> </table>	i	1 year	05	ii	2 to 5 years	10	iii	Above 5	20	20		
i	1 year	05											
ii	2 to 5 years	10											
iii	Above 5	20											
2.	<p><u>Satisfactory Past Performance:-</u> Satisfactory past performance in the relevant field Major institutions (Public / Private) served.</p> <table border="1"> <tr> <td>i</td> <td>1 Institute</td> <td>05</td> </tr> <tr> <td>ii</td> <td>2 to 3 Institute</td> <td>07</td> </tr> <tr> <td>iii</td> <td>4 & Above</td> <td>10</td> </tr> </table>	i	1 Institute	05	ii	2 to 3 Institute	07	iii	4 & Above	10	10		
i	1 Institute	05											
ii	2 to 3 Institute	07											
iii	4 & Above	10											
3.	<p><u>Certification:</u> Quality certificate ISO 9001 / 14001 or Equivalent</p>	10											
4..	<p><u>Technical Staff (Company Strength)</u> {1 Engineer ----- 3 Marks} {2-3 Engineer ----- 5 Marks} {4 or Above Engineer ----- 10 Marks}</p>	10											
5.	<p><u>Registration, Tax and Audit Certificates</u> a) Tax Return Statement of Last consecutive preceding 3 years = 10 Marks b) Company last consecutive preceding 3 years audit report = 10 Marks</p>	20											
6.	<p><u>Tools / Instruments</u> a) List of available concerned tools / instruments / machines & calibrations etc.</p>	10											
7.	<p><u>Financial Soundness Certificate / Annual Turnover</u> Bank statement of last financial year.</p> <table border="1"> <tr> <td>i</td> <td>Less than 5 Million</td> <td>5</td> </tr> <tr> <td>Ii</td> <td>Up to 5 to 10 Million</td> <td>10</td> </tr> <tr> <td>Iii</td> <td>More than 10 Million</td> <td>20</td> </tr> </table>	i	Less than 5 Million	5	Ii	Up to 5 to 10 Million	10	Iii	More than 10 Million	20	20		
i	Less than 5 Million	5											
Ii	Up to 5 to 10 Million	10											
Iii	More than 10 Million	20											

Total Marks: 100

Qualifying Marks: 65% (65 and above)

Undertaking by the Service Provider (ANNEXURE – “B”)

I / We, the undersigned, offer to provide the requested services as in accordance with your Request for Proposal dated__ [insert date here]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

I / We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Service Provider (if any, otherwise delete this line)*]

We hereby declare that:

- (a) I / We have read carefully and understood & accepted all the information and statements mentioned in this document and agree to abide by the same. I / we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 15.1.
- (c) I / We have no conflict of interest in accordance with ITB clause 4.
- (d) I / We meet the eligibility requirements as stated in ITB clause 3, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices as per ITB clause 37.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (f) We further confirm that our firm has never been black listed by the Health Department or any other Government Institution. In case of any violation on any terms and conditions, our security / call deposit may be forfeited and we shall not challenge in any court of Law.
- (g) We also confirm to abide by all the terms & conditions laid down in the Tender enquiry or time to time change by the Government.

Yours sincerely,

Authorized Signature of the Tenderer: _____

Name and Title of Signatory: _____

Name of Service Provider (company's name or JV's name): _____

Address: _____

Contact information (phone, Cell and e-mail): _____

NOTE:- FOR A JOINT VENTURE

Either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.

Please also attach the photocopy of the Agreement amongst all partners of the joint venture (which is legally binding on all partners), which shows that

- (a) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (b) One of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and
- (c) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

(This undertaking should be submitted on Judicial Paper worth Rs.100/- duly attested by the Notary Public).