

BIDDINGDOCUMENT FOR

PROCUREMENTOF HOSPITAL FURNITURE FOR MAYO HOSPITAL LAHORE



(FINANCIAL YEAR 2023-24)

MAYO HOSPITAL, LAHORE

Table of Contents

SECTION-I: INVITATION TO BIDS	5
SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)	6
2.1. INTRODUCTION	8
2.1.1 <i>Scope of Bid</i>	8
2.1.2 <i>Source of Funds</i>	8
2.1.3 <i>Eligible Bidders</i>	8
2.1.4 <i>Eligible Goods and Services</i>	8
2.1.5 <i>Cost of Bidding</i>	9
2.1.6 <i>One person one bid</i>	9
2.2. THE BIDDING DOCUMENTS	9
2.2.1 <i>Content of Bidding Documents</i>	9
2.2.2 <i>Clarification of Bidding Documents</i>	10
2.2.3 <i>Amendment of Bidding Documents</i>	10
2.3. PREPARATION OF BIDS	11
2.3.1 <i>Language of Bid</i>	11
2.3.2 <i>Bid Form</i>	11
2.3.3 <i>Bid Prices</i>	11
2.3.4 <i>Bid Currencies</i>	11
2.3.5 <i>Documents Establishing Bidder's Eligibility and Qualification</i>	11
2.3.6 <i>Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</i>	12
2.3.7 <i>Bid Security</i>	14
2.3.8 <i>Period of Validity of Bids</i>	14
2.3.9 <i>Format and Signing of Bid</i>	14
2.4. SUBMISSION OF BIDS	15
2.4.1 <i>Sealing and Marking of Bids</i>	15
2.4.2 <i>Deadline for Submission of Bids</i>	15
2.4.3 <i>Late Bids</i>	16
2.4.4 <i>Modification and Withdrawal of Bids</i>	16
2.5. OPENING AND EVALUATION OF BIDS	16
2.5.1 <i>Opening of Bids by the Procuring Agency</i>	16
2.5.2 <i>Confidentiality</i>	17
2.5.3 <i>Clarification of Bids</i>	17
2.5.4 <i>Preliminary Examination</i>	18
2.5.5 <i>Examination of Terms and Conditions; Technical Evaluation</i>	19
2.5.6 <i>Correction of Errors</i>	19
2.5.7 <i>Contacting the Procuring Agency</i>	20
2.5.8 <i>Grievance Redressal</i>	20
2.6. AWARD OF CONTRACT	21
2.6.1 <i>Notification of Award</i>	21
2.6.2 <i>Performance Guarantee</i>	21
2.6.3 <i>Signing of Contract/Issuance of Purchase Order</i>	22
2.6.4 <i>Award Criteria</i>	22
2.6.5 <i>Procuring Agency's Right to Vary Quantities at Time of Award</i>	22
2.6.6 <i>Procuring Agency's Right to Accept or Reject All Bids</i>	22
2.6.7 <i>Re-Bidding</i>	22
2.6.8 <i>Corrupt or Fraudulent Practices</i>	22
SECTION-III: BID DATA SHEET	27
A. INTRODUCTION	27
B. BIDDING DOCUMENTS	27
C. BID PRICE, CURRENCY, LANGUAGE AND COUNTRY OF ORIGIN	28
D. PREPARATION AND SUBMISSION OF BIDS	28
E. OPENING AND EVALUATION OF BIDS	28

G.AWARD OF CONTRACT	30
SECTION-IV:GENERALCONDITIONSOFCONTRACT	31
1. DEFINITIONS	31
2. APPLICATION	31
3. COUNTRYOF ORIGIN	32
4. STANDARDS	32
5. USEOF CONTRACTDOCUMENTSANDINFORMATION;INSPECTIONANDAUDITBYTHE PROCURINGAGENCY	32
6. PATENTRIGHTS	32
7. PERFORMANCE GUARANTEE	33
8. INSPECTIONSANDTESTS	33
9. PACKING	34
10. DELIVERYAND DOCUMENTS	34
11. INSURANCE	35
12. TRANSPORTATION	35
13. INCIDENTAL SERVICES	35
14. SPAREPARTS	35
15. WARRANTY	36
16. PAYMENT	37
17. PRICES.....	37
18. CHANGE ORDERS	37
19. CONTRACTAMENDMENTS	38
20. ASSIGNMENT	38
21. SUB-CONTRACTS	38
22. DELAYSINTHESUPPLIER'S PERFORMANCE	38
23. LIQUIDATED DAMAGES	38
24. TERMINATIONFOR DEFAULT	39
25. FORCEMAJEURE	40
26. TERMINATIONFOR INSOLVENCY	41
27. TERMINATIONFOR CONVENIENCE	41
28. RESOLUTIONOF DISPUTES	41
29. GOVERNINGLANGUAGE	42
30. APPLICABLE LAW	42
31. NOTICES	42
32. TAXES AND DUTIES.....	42
SECTION-V.SPECIALCONDITIONSOFCONTRACT	43
1. <i>Definitions(GCC Clause1)</i>	43
2. <i>CountryofOrigin (GCCClause3)</i>	43
3. <i>PerformanceGuarantee(GCCClause7)</i>	43
4. <i>InspectionsandTests(GCCClause8)</i>	43
5. <i>Packing(GCC Clause9)</i>	43
6. <i>DeliveryandDocuments</i>	44
7. <i>Insurance</i>	44
8. <i>IncidentalServices(GCCClause13)</i>	44
9. <i>SpareParts(whereapplicable)</i>	44
10. <i>Payment (GCCClause16)</i>	45
11. <i>Prices(GCCClause17)</i>	45
12. <i>LiquidatedDamages(GCCClause23)</i>	45
13. <i>ResolutionofDisputes(GCCClause28)</i>	45
14. <i>GoverningLanguage(GCCClause29)</i>	45
15. <i>ApplicableLaw(GCC Clause30)</i>	45
16. <i>Notices(GCCClause31)</i>	46
SECTION-VI.SCHEDULEOFREQUIREMENTS	47
7.1SCHEDULEOF REQUIREMENTS	47
SECTION-VII:FORMS8.1BIDFORM.....	48

8.2	(A) BIDDER'S JV MEMBERS INFORMATION FORM.....	
8.2.	(B) AUTHORIZATION FORM	50
8.3.	FORMAT OF POWER OF ATTORNEY	51
8.4.	BIDDER PROFILE FORM	52
8.5.	GENERAL INFORMATION FORM	55
8.6.	AFFIDAVIT	56
8.7.	PERFORMANCE GUARANTEE FORM	58
8.8.	TECHNICAL BID FORM	59
8.9.	CONTRACT FORM	60
	<i>CONTRACT FORM</i>	<i>60</i>
8.10.	FINANCIAL BID FORM / PRICE SCHEDULE	64
8.10(A)	FINANCIAL BID FORM / PRICE SCHEDULE	65
8.11.	BID SECURITY FORM	66

SECTION-I: INVITATION TO BIDS

INVITATION TO BIDDERS

(PROCUREMENT OF Hospital Furniture items)

Mayo hospital Lahore invite interested bidder to participate in the bidding process for the procurement of hospital furniture items as per following categories;

Sr.	Tender Number	Category	Tender Submission Last Date & Time	Tender Opening Date & Time
1.	—————	Furniture	25-11-2023 at 11:00 AM	25-11-2023 at 11:30 AM

1. Bidding will be conducted through Single Stage- Two Envelopes bidding procedure as per Rule 38(2)(a) of Punjab Procurement Rules 2014. (Amended).
2. Interested bidders may get the bidding documents with detailed specifications at the address mentioned below on submission of written application on letter head and a copy of CNIC of authorized person along with receipt of payment of non-refundable fee of Rs.1000/- for the package deposited at almoner office of the Mayo Hospital, Lahore..
3. Bidding documents along with detailed specifications and terms & conditions in English language, can be downloaded from <https://www.mayohospital.gov.pk/> and website of Punjab Procurement Regulatory Authority <http://ppra.punjab.gov.pk>.
4. Pre-Bid Meeting will be held on 13-11-2023 at 11:00 AM Hours in the Conference Room, Surgical Tower of Mayo hospital Lahore. The minutes of this meeting will be uploaded on the website of Mayo hospital Lahore within Three days.
5. Sealed Bids must be brought in person by the bidders or their authorized representatives in the Conference Room, Surgical Tower Mayo hospital Lahore. The Bids shall clearly be marked with the name of category individually. The Bidder can participate for one or more categories.. The Bid shall be received and opened as per above mentioned schedule in the presence of the Bidder's representatives who may choose to be present. Interested eligible Bidders may obtain further information from *Purchase Section of Mayo hospital Lahore* before bid opening date within working hours. Bid Validity is 180 days from the date of opening of bids. Late Bids shall be rejected.
6. Mayo Hospital Lahore will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In case the date of opening/ submission of bids is declared as Public Holiday, the next official working day should be deemed to be the date of submission and opening of bids. The time and venue shall remain the same.
7. The Interested bidders are required to submit the Samples against their each quoted items on the date of opening of Bid/Tender at Hospital General Store.


CHIEF EXECUTIVE OFFICER,
MAYO HOSPITAL, LAHORE.

Section-II:Instructions to Bidders(ITB)

Note:- All the procurement procedures shall be conducted in accordance with Punjab Procurement Regulatory Authority Act-2009 and Punjab Procurement Rules-2014 Regulations, Instructions Terms & Conditions of SBDs issued time to time by PPRA. In case of any conflict between the provision of this document and PPRA Act-2009/PPRA Rules-2014, the later shall prevail.

2.1. Introduction

- 2.1.1 Scope of Bids**
- i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-III Bid Data Sheet (BDS) and Section VI-Schedule of Requirements. The successful Bidders will be expected to deliver, install/commission) the goods within the specified period and timeline(s) as stated in the BDS.
- 2.1.2 Source of Funds**
- i) The Procuring Agency named in the Bid Data Sheet is an autonomous body and has its own budget / resources. The Procuring Agency intends to apply the available funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to Bids has been issued.
- 2.1.3 Eligible Bidders**
- i) The Invitation to Bids is open to all suppliers i.e. Association of Persons/Companies/Sole Proprietor registered with relevant Registration Authorities and Tax Departments/Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.). Joint venture (JV) is not allowed.
 - ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation to Bids [if applicable].
 - iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
 - iv) Bidders shall not be under a declaration of blacklisting by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA). During the Procurement Process / execution of the Contract, if the firm/bidder is blacklisted by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA), if such blacklisted bidder wants to execute the contract awarded after its blacklisting, the bidder/ firm shall provide

**100%BankGuaranteeagainsttheawardedContractvalueand
in**

case the bidder regret to do so then the Procuring Agency may proceed with second lowest evaluated bidder.

- v) The invitation for Bids is open to all prospective Supplier, Manufacturers or Authorized Agents/Dealers/Distributor subject to any provisions or licensing/regulatory requirements issued by the respective National/Provincial Professional Statutory Body established for that particular trade or business as mentioned in bid data sheet.
- vi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.
 - b) Have controlling shareholders in common; or
 - c) Receive or have received any director or indirect subsidy from any of them; or
 - d) Have the same legal representative for purposes of this Bid; or
 - e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
- vii). A Bidder may be ineligible if –
 - (a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
 - (b) Payments in favor of the Bidder are suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
 - (c) Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a

declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to a declaration and disposal of the property;

- (d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;
 - (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
 - (f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
 - (g) The firm, supplier and contractor is blacklisted/debarred by any international organization.
- viii). Bidders shall provide to the Procuring Agency evidence of their reliability, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- ix). Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

2.1.4. Eligible Goods and Services

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

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

2.1.6. One person on a bid i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:

- (a) Invitation to Bids
- (b) Instructions to Bidders (ITB)
- (c) Bid Data Sheet
- (d) General Conditions of Contract (GCC)
- (e) Special Conditions of Contract (SCC)
- (f) Schedule of Requirements
- (g) Bid Form
- (h) Manufacturer's Authorization Form
- (i) Bidder Profile Form
- (j) General Information Form
- (k) Affidavit
- (l) Technical Bid Form
- (m) Contract Form
- (n) Financial Bid Form/Price Schedule
- (o) Performance Guarantee Form
- (p) Check List

ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB 2.2.1 (i) above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.

iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2. Clarification of Bidding Documents

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) working days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS.
- iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in ITB 2.2.2 (i), above. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the Procuring Agency's response as prescribed in clause ITB 2.2.2 (iii), above will be uploaded on the website of procuring agency. The prospective bidders are advised to visit the website of procuring agency regularly for any clarification issued by the procuring agency vide ITB 2.2.2(iii), above.
- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 2.2.3.

2.2.3. Amendment of Bidding Documents

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/ amendment

in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later

than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.

- ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manners similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. Preparation of Bids

2.3.1. Language of Bid

- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

2.3.2. Bid Form

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

2.3.3. Bid Prices

- i) The Bidders shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.
- ii) Prices indicated on the Price Schedule shall be as per prescribed format given in financial bid form/ Price schedule (**form 8.10**).
- iii) The Bidder's separation of price components in accordance with ITBC clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will in no way limit the Procuring Agency's right to contract on any of the terms offered.
- iv) Prices quoted by the Bidders shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an adjustable price quotation will be treated as non-responsive and may be rejected.

2.3.4. Bid Currencies

- i) Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

2.3.5. Documents Establishing

- i) Pursuant to ITBC clause 2.1.3, the Bidders shall furnish, as per

Bidder's Eligibility and Qualification

eligibility to Bid and its qualification to perform the contract if its Bid is accepted.

- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualification to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
 - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer [Manufacturer's Authorization Form No. 8.3] or producer to supply the same in Pakistan;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

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

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.
- ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a Certificate of Origin issued at the time of shipment.
- iii) The documentary evidence of conformity of the goods and services to the Bidding documents (if required) may be in the form of literature, drawings, data and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and
 - (c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating responsiveness of the goods and services to those specifications, or a statement of deviations and

exceptions to the provisions of the
Technical Specifications.

- iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as reference to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.
- v) Whereas sample(s)/catalogue is required by a procuring agency, the sample/catalogue shall be:
 - (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS;
 - (b) carriage paid;
 - (c) received on, or before, the closing time and date for the submission of bids; and
 - (d) Evaluated to determine compliance with all characteristics listed in the BDS.
{However, the procuring agency may also opt to ask for samples after submission of technical bids (where required)}
- vi) The Procuring Agency may retain the sample(s) (where required) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)/ catalogue-
 - (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
 - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
- vii) Where it is not possible to avoid using a proprietary article as a sample, a Bidder shall make it clear that the proprietary article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not hereby be limited to the extent of that article only.
- viii) Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
- ix) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Procuring Agency.

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

2.3.7. Bid Security

The Bid Security will be 2% of the estimated cost.

2.3.8. Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the response thereto shall be made in writing (or by email). A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of Bid

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.
- ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidders shall be responsible for all consequences.
- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.
- iv) Any interlineation, erasures, or overwriting shall not be accepted and such bid shall be rejected.
- v) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be signed and stamped by the authorized person.

- vi) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

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

2.4.2 Deadline for Submission of Bids

- i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet. Bids received through courier services shall not be entertained.
- ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously

subject to the deadline will thereafter be subject to the deadline as extended.

2.4.3. Late Bids

- i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
- ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

2.4.4. Modification and Withdrawal of Bids

- i) The Bidder may modify or withdraw its Bid before the Bid's submission time.
- ii) No Bid may be modified or withdrawn after the deadline for submission of Bids.
- iii) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form.

2.5. Opening and Evaluation of Bids

2.5.1. Opening of Bids by the Procuring Agency

- i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
- ii) **Single Stage Two Envelope Procedure**, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
- iii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded : (a) the name of the Bidder; and (b) Any other details as the Procuring Agency may consider appropriate .
- iv) Bidders are advised to send a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall

indemnify the Procuring Agency against any claim or failure to provide the correct information contained in the Bidder's Bid.

- v) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to 2.4.3(i).
- vi) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- vii) The Bidders' representatives who represent shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- viii) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.

2.5.2. Confidentiality

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

2.5.3. Clarification of Bids

- i) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted.
- ii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
 - a) Evaluation & qualification criteria;
 - b) Required scope of work or specifications;
 - c) All securities requirements;

- d) Tax requirements;
 - e) Terms and conditions of bidding documents.
 - f) Change in the ranking of the Bidder
- iii) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic form that provides record of the content of communication.
- 2.5.4. Preliminary Examination**
- i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
 - ii) Arithmetical errors will be rectified on the following basis:-
 - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Bid may be rejected.
 - b. If there is a discrepancy between words and figures, the amount in words will prevail.
 - iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & **mandatory Registrations/Renewals** will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
 - iv) If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
 - v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
 - a) Meets the eligibility criteria defined in ITB 2.1.3 and ITB 2.1.4;

- b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
- c) Has been properly signed;
- d) Is accompanied by the required securities; and
- e) Is responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

2.5.5. Examination of Terms and Conditions; Technical Evaluation

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

2.5.6. Correction of Errors

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
 - a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
 - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - d) Where there is a discrepancy between grand total of prices schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure

for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected.

2.5.7. Contacting the Procuring Agency

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

2.5.8. Grievance Redressal

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposals submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposals submission deadline.
- iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. After completion of the technical evaluation process, the Procuring Agency shall immediately upload the technical evaluation report on the website of

PPRA and Procuring Agency for obtaining/receiving grievance petitions from the prospective bidders (if any).

- v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Merit of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter and by email to be confirmed in writing by registered letter, that its Bid has been accepted. In order to save time, the successful bidder through authorized representative can also receive the notification of award from procuring agency.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder.

2.6.2. Performance Guarantee

- i) Within seven (07) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3. Signing of Contract/

- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form

Issuance of Purchase Order	provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order [as the case may be].
	<ul style="list-style-type: none"> ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
	<ul style="list-style-type: none"> iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.
2.6.4. Award Criteria	<ul style="list-style-type: none"> i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.
2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award	<ul style="list-style-type: none"> i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).
2.6.6. Procuring Agency's Right to Accept or Reject All Bids	<ul style="list-style-type: none"> i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders. ii) The Bidders shall be promptly informed about the rejection of the Bids, if any iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.
2.6.7. Re-Bidding	<ul style="list-style-type: none"> i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.
2.6.8. Corrupt or Fraudulent Practices	<ul style="list-style-type: none"> i) The Procuring Agency Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

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

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

- 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, non-competitive levels for any wrongful gain;**
- iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;**
- iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;**
- v. Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.”**

ii) Blacklisting & Debarment:

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

**Requirements & Procedure for Blacklisting
& Debarment: As per S-17A of PPR, Act, 2009:**

“17A. Blacklisting. –

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

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

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

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

As per rule 21 of PPR-14:

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

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

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

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

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

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

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

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

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

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

personal hearing is adjourned to an next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.

9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
 10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
 11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
 12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
 13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
 14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
 15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
 16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
 17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."*
- iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract

Section-III:BidDataSheet

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

A.Introduction		
BDS Clause Number	ITB Number	Amendmentsof,andSupplementsto,Clausesinthe InstructiontoBidders
1.	2.1.1	<p>NameofProcuringAgency: Chief Executive officer, Mayo Hospital Lahore</p> <p>Subjectofprocurementis: ProcurementofHospital Furniture</p> <p>Periodforservicedelivery: FiscalYear2023-2024</p> <p>Placeofservicedelivery: Asdescribedinthescopofservicesandscheduleofrequirement</p> <p>DeliveryDate: 60daysafterSigningofContract</p>
2.	2.1.2	<p>FinancialyearfortheoperationsoftheProcuringAgency: 2023-24</p> <p>NameofProject/Grant: Procurementof Hospital Furniture</p> <p>Nameoffinancinginstitution: GovernmentofthePunjab</p>
3.	2.1.3(iv)	JointventureNotAllowed.
4	2.3, 2.4, 2.5&2.6	<p>ProcedureforSelectionofContractors SingleStageTwoEnvelopesBiddingProceduredefinedunderRule 38(2)(a)ofPunjabProcurementRules2014(Amended)</p>
B.BiddingDocuments		
5.	2.2.2	<p>TheaddressforclarificationofBiddingDocumentsis Chief Executive Officer ,Mayo Hospital Lahore</p>

6.	2.2.2	PRE-BID MEETING Pre-Bid Meeting will be held on 13-11-2023 at 11:00 AM in the Conference Room, Surgical Tower Mayo Hospital Lahore
8.	2.3.9	One (01) complete bid (including separate technical & financial bid) is required to be submitted in original
C. Bid Price, Currency, Language and Country of Origin		
9	2.3.1	Bid Language is English The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.
10	2.3.4	The price quoted shall be in Pakistan Rupee
11.	2.3.4 2.3.3	The quoted prices shall be inclusive of all applicable taxes, duties. Minimum wages etc. fixed by the Govt. shall be followed during the currency of the contract. The prices quoted by the Bidders shall be fixed during the Bidder's performance of the contract and not subject to variation on any account.
D. Preparation and Submission of Bids		
13.	2.1.3	Evaluation criteria is described in Section F below "Bid Evaluation Criteria" of the Bid Data Sheet.
14.	2.3.6	Spare parts not required
15.	2.2.2	Bid shall be submitted to: Chief Executive Officer, Mayo Hospital Lahore
16.	2.4.2	BID SUBMISSION Date : 25-11-2023 Time : 11:00AM
17.	2.5.1	BID OPENING Date : 25-11-2023 Time : 11:30AM Venue: Conference Room, Surgical Tower Mayo Hospital Lahore
18.	2.6.2	Amount of Performance Guarantee is 5% of the contract value
19.	2.3.8	Amount of Bid Security is 2% of Estimated Cost.
20.	2.3.9	Bid validity period after opening of the Bid is: 180 Days
21.	2.3.9	Number of copies of the Bid to be provided are zero.
E. Opening and Evaluation of Bids		
22.	2.5.1	The Bid opening shall take place at: BID OPENING

		Date : 25-11-2023 Time : 11:30AM Venue : Conference Room ,Surgical Tower Mayo Hospital Lahore
23.	2.3.5	ThecurrencythatshallbeusedforBidevaluationis:Pakistan Rupee
24.	2.5.8	F.BidEvaluationCriteria

BIDEVALUATIONCRITERIA
KNOCKDOWNCRITERIACOMMONFORALLBIDDERS

- i. NTN/GSTRegistration&ActiveTaxpayerList(ATL).
- ii. The firm must have minimum three (03) years' experience of business.
- iii. Companyprofile.Stafflistalongwithlocationandaddress
- iv. The bidder must be Manufacturer/ Sole Distributer of Hospital Furniture Items.
- v. The total Annual Turnover for last three (03) years must be greater than PKR 50million. The firm shall submit audited reports/FBR's Tax Return for last three years inthisregard.
- vi. The quoted product must have at least Three-year market experience and provide Supply/Purchase Orders.
- vii. The Bidder shall provide an undertaking on notarized judicial stamp paper of Rs.100/-to the effect that
 - a. Acceptance of terms and conditions/tender bidding documents
 - b. The bidder is not convicted from any court of law.
 - c. Thebidderisnotblacklistedbyprocuringagency.
 - d. Thebidderisnotdeclaredpoorperformerbyanyprocuringagency.

Note:

Failuretocomplywithanyknockdowncriteriawillresultin“non-responsivenessofthebidder”.

G.AwardofContract

2.6.5	Percentageforincreaseordecreaseisperprovisionsof PunjabProcurementRules2014(amended)
2.6.2	ThePerformanceGuaranteeshallbefivepercent(5%)of theContractPrice
2.6.2	ThePerformanceSecurity(orguarantee)shallbeinthe formofasdescribedin BDS.

Section-IV:GeneralConditionsofContract

1.Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) "The Services" means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and others such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Agency" means the organization purchasing the Goods & Services, as named in SCC.
- (h) "The Procuring Agency's country" is the country named in SCC.
- (i) "The Supplier" means the Bidder or firm supplying the Goods and Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

2.Application

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

<p>3. Country of Origin [where applicable]</p>	<p>3.1. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.</p> <p>3.2. For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from where the Services are supplied. Goods are reproduced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3. The origin of Goods and Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.</p>
<p>4. Standards</p>	<p>4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.</p>
<p>5. Use of Contract Documents and Information; Inspection and Audit by the Procuring Agency.</p>	<p>5.1. The Supplier shall not, without the Procuring Agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2. The Supplier shall not, without the Procuring Agency’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.</p> <p>5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier’s performance under the Contract if so required by the Procuring Agency.</p> <p>5.4. The Supplier shall permit the Procuring Agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the donors, if so required by the donors.</p>
<p>6. Patent Rights</p>	<p>6.1. The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or</p>

industrial design rights arising from use of the Goods or any part thereof in the Procuring Agency's country.

7. Performance Guarantee

7.1. Within seven (07) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

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

7.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

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

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

8. Inspections and Tests

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

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

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

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

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

9. Packing

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

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

10. Delivery and Documents

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

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

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

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

- 11. Insurance** **11.1.** The Goods supplied under the Contract shall be delivered on DDP basis under which risk is transferred to the buyer after having been delivered, hence supply of goods is seller's responsibility.
- 12. Transportation** **12.1.** The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, including insurance and storage, as shall be specified in the Contract, and related costs shall be included in the Contract Price.
- 13. Incidental Services** **13.1.** The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) satisfactory performance for specified time/quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 13.2.** Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:
- (i) the prevailing rates charged for other parties by the Supplier for similar services; and
 - (ii) original price of goods.
- 14. Spare Parts** **14.1.** As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring Agency may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current model selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. The Supplier further warrants that the supplied goods are in compliance with the provisions of DRAP Act 2012/Medical Device Rule framed thereunder.

15.2. This warranty shall be as specified in SCC.

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

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

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

- 16. Payment**
- 16.1.** The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2.** The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3.** As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory.
- 16.4.** The currency of payment is Pakistan Rupees (PKR).
- 17. Prices**
- 17.1.** Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.
- 18. Change Orders**
- 18.1.** The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.
- 18.2.** If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

- 19. Contract Amendments** 19.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. No variation in finalized brands/makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.
- 20. Assignment** 20.1. The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.
- 21. Sub-contracts** 21.1. The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2. Subcontracts must comply with the provisions of GCC Clause 20.
- 22. Delays in the Supplier's Performance** 22.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the timeschedule prescribed by the Procuring Agency in the Schedule of Requirements.
- 22.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extensions shall be ratified by the parties by amendment of Contract.
- 22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.
- 23. Liquidated Damages** 23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without

prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

24. Termination for Default

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

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

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

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

- 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, non-competitive levels for any wrongful gain;

- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process*

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

25.
Force
Majeure

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

25.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the

cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

26. Termination for Insolvency

26.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

27. Termination for Convenience

27.1. The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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

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

28. Resolution of Disputes

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

28.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party,

Section-V.SpecialConditionsofContract

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

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring Agency should draft specifically for each procurement. The number of SCC may increase/vary depending on specific requirements of a specific contract.]

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is chief executive officer, Mayo Hospital Lahore

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

Pakistan GCC 1.1 (i)—

The Supplier is: M/s _____

2. Country of Origin (GCC Clause 3)

All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of Government of Pakistan.

3. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be as prescribed in BDS.

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

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance areas follows:

The Inspection Committee will carry out detailed physical examination of stocks and can reject if found not according to the approved sample and other technical specifications.

5. Packing (GCC Clause 9)

The goods shall comply the following packing instructions in addition to GCC Clause 9.

6. Delivery and Documents

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

In case of Letter of Credit (LC): Draft LC along with following documents:

- (i) copies of the Supplier's invoice/Performa invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) Certificate of origin.

In case of DDP:

- i. copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount.
- ii. Inspection report
- iii. Delivery Challan

7. Insurance

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

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

- i. The Supplier shall arrange such transportation goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement. The goods shall be delivered ensuring quality, quantity, safety & efficacy.
- ii. All costs associated with the transportation including loading/unloading of goods and road taxes shall be borne by the Supplier.

9. Spare Parts (where applicable)

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible.

10. Payment (GCC Clause 16)

GCC 16.1—

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

Payment for Goods supplied:

The payment will be made 100% after presentation of the delivery/Installation/commissioning/completion report of the equipment/Items and all other works described in Contract and after physical verification and satisfactory inspection report of delivered items. Unless otherwise part payment, part delivery mentioned in the specifications.

11. Prices (GCC Clause 17)

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

12. Liquidated Damages (GCC Clause 23) G

CC 23.1—Applicable rate:

Maximum deduction: 10%

13. Resolution of Disputes (GCC Clause 28)

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

- i. As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.
- ii. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The arbitrator will be appointed with mutual consent of both the parties. The decisions of the Arbitrator shall be final and binding on the Parties.

14. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be English.

15. Applicable Law (GCC Clause 30)

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

16. Notices(GCC Clause 31)

GCC 31.1—

Procuring Agency's address for notice purposes: will be inserted at the time of contract.

—Supplier's address for notice purposes: will be inserted at time of Contract

- 17. The warranty period will be of 2 years including material, parts and other related Accessories.**

Section-VI.ScheduleofRequirements

7.1 ScheduleofRequirements

ThesupplieshallbedeliveredinaccordancewiththePurchaseOrdersasperfollowingscheduleof requirements on Delivered Duty Paid (DDP) basis:-

MODEOFPENALTY	DELIVERYOF100%QUANTITYASPERPURCHASEORDER
Without Recovery of LateDeliveryCharges	60daysorearlier
WithRecoveryofLate DeliveryCharges@0.067 %per day	After60 (Sixty)days
Maximum Rate of LateDeliveryCharges	MaximumlimitofLateDeliveryChargesisasprescribedinBDS(10%)

- i. Thedeliveryperiodwillstartfromthedateofsigningofthecontract/issuanceofpurchaseorder.
- ii. Theprocuringagency mayincreaseordecreasethethequantitiesatthetimeofcontract.incaseof increaseinquantity,themaximumlimitedwillbeasprescribedinBDS.
- iii. Thesupplyingfirmwillfollowmanufacturerguidelinestoensurethesafetyofthegoodsduring transportation.

Section-VII:Forms 8.1BidForm

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

Date: _____

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

Dear Sir/Madam:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, the services will be provided in accordance with the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance guarantee security in the form, amount and times specified in the bidding documents to the Procuring Agency.

We agree to abide by this Bid for a period of *[number]* days (specified in BDS) from the date fixed to Bid opening under Clause 2.3.9 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____

8.2. Authorization Form

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

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

To: *[name of the Procuring Agency]*

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

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

[Signature for and on behalf of Manufacturer]

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

8.3. FORMAT OF POWER OF ATTORNEY

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

[See Clause 2.1.3 of the Instructions to Bidders.]

(On Stamp Paper of relevant value)

Know all men by these presents, We (name of the company/entity and address of the registered office) intends to submit bid for the **“Procurement Of Hospital Furniture For Mayo Hospital, Lahore”** and do hereby appoint and authorize Mr. (full name and residential address) (vide authorization by the board/approving body of the company/entity dated) who is presently employed with us and holding the position of a solicitor/attorney,

to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal in response to the above referred tenders invited by the **[Name Of The Procuring Agency]** including signing and submission of all documents and providing information/responses to the Procuring Agency in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____

20__ For _____

(Signature)

(Name, Designation and Address) A

Accepted

8.4. BIDDERPROFILEFORM

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

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

a) AUDITED FINANCIAL STATEMENT ATTACHMENT (LAST 3 YEARS)

Yes	No
-----	----

The bidder may be required to make a presentation to the procuring agency.

a) PROJECT TEAM

1. Organization and Staffing: *{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}*
The Execution Schedule and human resource allocation including:

- I. Detailed Activity Schedule (Preferable prepared in MSP Project as Gantt Chart) including procurement and human resource allocation*
- II. Organizational structure and arrangements to handle contractual obligations with Employer's representatives*
- III. Role and Responsibility of Project Team i.e. JDs of the Core*

2. Curriculum Vitae (CV) for Proposed Professional Staff

- 1) Proposed Position [only one candidate shall be nominated for each position]:
- 2) Name of Firm [Insert name of firm proposing the staff]:
- 3) Name of Staff [Insert full name]:
- 4) Date of Birth: Nationality:
- 5) CNIC No (if Pakistani): or Passport No:
- 6) Education:

Degree	Major/Minor	Institute	Date (MM/YYYY)

- 7) **Membership of Professional Associations:**
- 8) **Other Training** [Indicates significant trainings in ce degrees under 6 - Education were obtained]:
- 9) **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]
- 10) **Employment Record** [Starting with present position, list in reverse order every employment held by staff members since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

<i>Procuring Agency</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>

11 Detailed Tasks Assigned as per Component of Evaluation
 [List all tasks to be performed under this assignment with separate heading]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned as per evaluation criteria

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

a. Name of assignment or project: Year:

Year:

Location:

Procuring Agency:

Main project features:

Positions held:

Positions held:

Activities performed:

a. Name of assignment or project: Year:

Year:

Location:

Procuring Agency:

Main project features:

Positions held:

Activities performed:

b. Name of assignment or project: Year:

Year:

Location:

Procuring Agency:

Main project features:

Positions held:

Activities performed:

[Unroll the project details group and continue numbering (4,5,...) as many times as is required]

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff] Day/Month/Year Full name of authorized representative:

8.5. General Information Form

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

	Particulars			
CompanyName				
AbbreviatedName				
NationalTaxNo.			SalesTaxRegistrationNo	
PRATaxNo.				
No.ofEmployees			Company'sDateof	
			Formation	

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

RegisteredOffice Address		State/Province	
City/Town		PostalCode	
Phone		Fax	
EmailAddress		WebsiteAddress	

8.6. Affidavit

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

Name: _____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary. In case of any false / fabricated information the procuring agency reserves the right to blacklist undersigned.

The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents and is not a conditional bid.

The undersigned have read and agreed to all the terms and conditions of the bidding documents.

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

The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.

That the prices offered are not more than market price for the subject services.

I/We, further undertake that the prices given are reasonable and not given more than in any Government/Autonomous/District Government institutions during the current financial year. If any difference detected, the firm is bound to refund the difference in price.

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

- (i) The firm is neither currently blacklisted by any Department nor any litigation is pending before PPRA or any other court of law competence in this regard against any such blacklisting order.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department

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

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.7. Performance Guarantee Form

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

To,
[name and address of the Procuring Agency]

WHEREAS (Name of the Contractor/ Bidder) hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE "Procurement of Hospital Furniture for Mayo Hospital Lahore" procurement of the following:

1. *[Please insert details]*.

(Hereinafter called "the Contract").

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

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

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

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

[NAME OF GUARANTOR]

Signature _____
Name Titl _____
eAddress _____
Seal _____
Date _____

8.8. TECHNICAL BID FORM

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

To:

NameOfTheProcuringAgency

Subject: BidReferenceNo. _____ "Procurement of Hospital Furniture for Mayo Hospital Lahore"

Dear Sir

We, the undersigned, offer to provide the "Procurement of Hospital Furniture for Mayo Hospital Lahore" in accordance with your bidding document dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations for contract finalization are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal

is binding upon us and subject to the modifications resulting from Contract finalization.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date given by the Procuring Agency. We undertake that the proposal is quoted **WITH AND WITHOUT OPERATIONS AND MANAGEMENT SERVICES** separately and clearly in technical and financial proposal

We understand you are not bound to accept any Proposal you receive.

Name _____
Title _____
Address _____
Date _____

Stamp & Signature of Bidder _____

8.9. Contract Form

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

CONTRACT FORM

AGREEMENT

THIS CONTRACT is made at _____ on _____ day _____ of 202__, between the **{Insert name of Procuring agency with address}**, (hereinafter referred to as the "Purchaser") of the First Part; and M/s (*name of Bidder*) a firm registered under the laws of Pakistan and having its registered office at (*address of the Bidder*) (hereinafter called the "Bidder") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Purchaser invited bids for "Procurement of Hospital Furniture for Mayo Hospital Lahore", has accepted the bid of M/s (*Bidder*) being the Bidder in Pakistan and for those services the sum of [*contract price in words and figures*] (hereinafter called "the Contract Price").

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

1. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
 - a. This Contract Form
 - b. The Schedule of Requirements/Scope of work Annex-A
 - c. Special Conditions of Contract & the Technical Specifications Annex-B
 - d. Original Price Schedule along with unsolicited discount offered by the firm (if any) submitted by the Bidder. Annex-C
 - e. The Purchaser's Notification of Award (AAT) Annex-D
 - f. Purchase Order Annex-E
 - g. Payment Schedule Annex-F
 - h. The Preamble to Conditions of Contract Annex-G
 - i. The General Conditions of Contract Annex-H
 - j. Special Conditions of Contract Annex-I
 - k. Performance Guarantee/Security Annex-J
 - l. The bidding document of Procuring Agency Annex-K
2. **Interpretation:** 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":
3. **The Term of the Contract:** This contract shall remain valid for one year from the date of signing, unless amended by mutual consent.
4. The Bidder declares as under:

- i. *[Name of the Bidder]* 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 Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
- ii. Without limiting the generality of the foregoing, *[the Bidder]* 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 a 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 Punjab, except that which has been expressly declared pursuant thereto.
- iii. *[The Bidder]* certifies that it 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 Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
- iv. *[The Bidder]* 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 Procuring Agency under any law, Contract or other instrument, be voidable at the option of Procuring Agency.
- v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Bidder]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Bidder]* 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 Procuring Agency.
- vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through negotiation/mediation. If, after thirty (30) days from the commencement of such informal negotiations/mediation, the Procuring Agency and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are

not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

5. Services to be provided & Agreed Unit Cost:

- (i) The Bidders shall provide agreed cost more specifically described in the Price Schedule Submitted by the Bidder.
- (ii) The Services shall strictly conform to the Schedule of Requirements and to the Technical Specification prescribed by the Purchaser against each item
- (iii) The Cost agreed in the Price Schedule, is inclusive of all taxation.

Payments: The Purchaser hereby covenants to pay the Bidder in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Bidder, the amount against the services provided 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.

6. Mode of Payment: All payments to the Bidder shall be made through Crossed Cheques issued in the name of [Bidder]

7. Payment Schedule: All payments to the Bidder shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule at Annex F.

8. Performance Guarantee/Security:

- (i) The Bidder, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Security in the form of an Irrevocable Bank Guarantee equivalent to 5% of the total Contract amount having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Bidder upon successful completion of the Contract.
- (ii) Bidder's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee/Security in accordance with sub-clause (i) above.
- (iii) Failure to submit a Performance Guarantee/Security shall result into forfeiture of Bid Security and Cancellation of Contract.

9. Notices: All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

For the Purchaser:
{Name of Procuring Agency}

For the Bidder:

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.

Signed/Sealed: For Bidder.

Sealed & Signed on behalf of Procuring Agency

Name of Bidder/Contractor Designation
in the Firm

(Procuring Agency)

Witnesses-1 on behalf of the Contractor

Witnesses-1 on behalf of the Procuring Agency

Name of
Witness Designation in
the Firm

Witnesses-2 on behalf of the Contractor

Witnesses-2 on behalf of the Procuring Agency

Name of
Witness Designation in
the Firm

C.C.

1. _____
2. _____
3. _____

8.10. FINANCIAL BID FORM/PRICE SCHEDULE

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

Name of Bidder _____

Tender No. and the name of the package/Tender -----

Category No.	Item No.	Name of Item (As listed in Technical Specification of bid)	Make/	Model	Country of Origin	Country of Manufacturer	Supplier	Qty	Unit Price (Rs)	Total Price of item (Rs)
Total Package Cost (Rs.)										
Total Package Cost (Words)										

[Note:

- In case of difference between unit price and total price, unit price shall prevail.
- In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.

Sign and Stamp of Bidder _____

8.10(a) FINANCIAL BID FORM / PRICE SCHEDULE
(LETTER OF OFFER)

{Ref Number} {Date}

To:
[Name & Address of the procuring agency]

Subject: Bid Reference No. _____

Dear Sir

We, the undersigned, offer to provide the services for “**Procurement Of Hospital Furniture For Mayo Hospital, Lahore**” in accordance with your bidding document dated (insert date) and our Technical Proposal. Our attached Financial Proposal is inclusive of all taxes as per FORM 8.10 Financial Bid Form / Price Schedule attached below.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Bidders for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Name _____

Designation _____

Sign and Stamp of Bidder _____

8.11. BID SECURITY FORM

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

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

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

THE CONDITIONS of this obligation are:

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

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

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

[Signature of the bank]

Section VIII-Check List

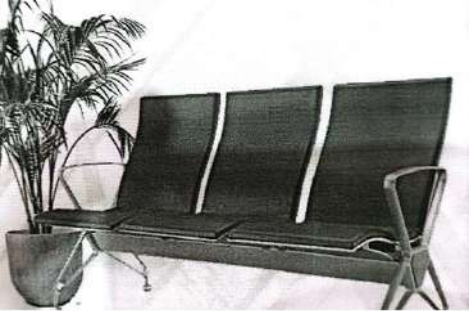


[To be signed and stamped and presented on Bidder's letterhead pad]




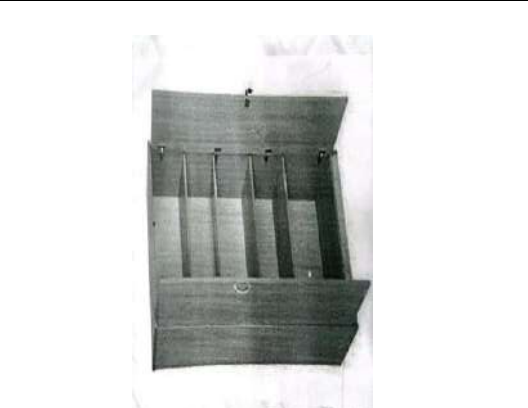
The provision of this check list is essential prerequisite along with submission of tenders (with technical bid).




Sr. #	Detail	Responsive	Non-responsive
1.	Signed and Stamped Bidding Document		
2.	Active Registration with Income Tax Authorities (National Tax Number NTN)		
3.	Copy of active Registration with Sales Tax Authorities (STRN)		
4.	Copy of active Registration (Professional Tax Certificate)		
5.	Bidders JV Member information as per form 8.2		
6.	Technical Bid Form (as per form 8.9 of Bidding documents) on letterhead of the firm duly signed and stamped.		
7.	Financial Bid Form (as per form 8.1 of Bidding documents) on letterhead of the firm, duly signed and stamped.		
8.	Performance Guarantee Form (as per form 8.7 of Bidding documents) on letterhead of the firm, duly signed and stamped.		
9.	General Information Form (as per form 8.5 of Bidding documents) on letterhead of the firm duly signed and stamped.		
10.	Affidavit (as per form 8.6) on non-judicial Stamp Paper of Rs. 100/- Affidavit for correction of information Form (as per form of Bidding documents) on letterhead of the firm, duly signed and stamped.		
11.	I. Work order of previous relevant experience. II. Company profile. Staff list along with location and address <i>[where applicable]</i> . III. Income Tax Returns/Audited Financial Statement, National tax number Certificate, General Sale Tax Number Certificate (last 03 year). IV. Bidders profile Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.		


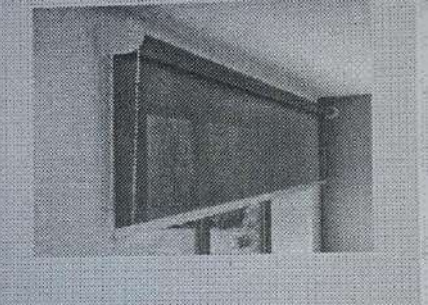

Stamp & Signature of Bidder _____



List of Items for Furniture of A&E Department, Mayo Hospital, Lahore.

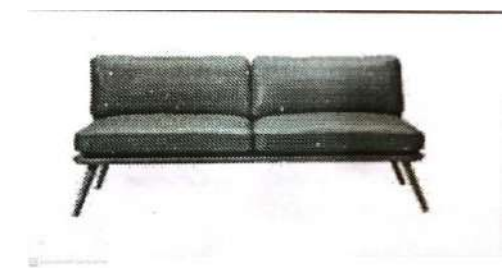

Sr. No.	Name Of Items	No. of required Furniture Items	Dimensions	Material (specifications)	Estimated Unit Price*	Estimated Total Cost	2% Bid Security of Estimated Cost	Picture attached
1	Patient Bench 03- Seater (Chrome -Stainless Steel)	250	Over all Sizes L 76" D 26" H 31"	polyurethane / SS Seat and Back MS Powder Coated Frame for Support Structure made of MS 70 Microns Powders Coated 18 G frame	69030	17257500	345150	
2	Single Sofa Chair	30	Overall Size 76"H X 73" W X 82" D	Premium Quality Faux leatherette upholstery with antimicrobial foam for sofa Solid wood and Engineering Combination	41418	1242540	24850.8	
3	Office Table	10	Overall Size 2300X 1900'X 740 mm H	Premium Quality Faux leatherette upholstery with antimicrobial foam for sofa Solid wood and Engineering Combination	88972	889720	17794.4	


4	Three Seater Sofa	10	Overall Size 34"H X 88" W X 38" D	Premium Quality Faux leatherette upholstery with antimicrobial foam for sofa Solid wood and Engineering Combination	108914	1089140	21782.8	
5	Center Table	10	Overall Size 18"H X 53.5" W X " D	Melamine Coated Laminated Machine Edge Table Ergonomic Chairs Leatherette Uphosltery	38350	383500	7670	
6	Corner Tables	30	Overall Size 23.5X inches long 23.5 inches wide X 19.75 High	Melamine Coated Laminated Machine Edge Table Ergonomic Chairs Leatherette Uphosltery	29146	874380	17487.6	
7	Filling Cabinets	100	Over all Sizes800W 450d 180H	Melamine Coated Laminated Machine Edge Cabinet 20 SWG Mild Steel Powder Coated Lockers	61360	6136000	122720	


8	Metal Lockers	150	Over all W 14 D 17.98 H 72.4	Melamine Coated Laminated Machine Edge Cabinet 20 SWG Mild Steel Powder Coated Lockers	50622	7593300	151866	
9	Notice Board	10	Size 72 L X W36	Wooden Frame for Edges Wood Finich Cork board	35282	352820	7056.4	
10	Visitor Chairs	400	19 D X 23.22 W 28 h	Premium Quality Faux leatherette upholstery with antimicrobial foam for sofa Solid wood and Engineering Combination	29913	11965200	239304	


11	Toilet Bin	30	Standard	Stainless steel mesh bin Capacity 20 liter 25 Liter	22243	667290	13345.8	
12	Roller Blinds	54	Standard	Translucent & Sunscreen roller blind made of PVC Material Durable Stain resistant & odorless material	652	35208	704.16	
13	Stainless Steel Planters	30	D 16" X Base Stano 2 H 18	Brush Finish Steel Rust proof	21169	635070	12701.4	


14	Foot Rest	25	W 18.5 D 19.5 Uper Step H 13.5 Lower Step H 6.5	SS Structure, Double Step (7"/14") with anti-slipping chequer plate as per sample picture backed with 5/8" pywood.	12272	306800	6136	
15	Revolving Chairs	70	Seat: 610W x 610 D Base:50Wx650D Height:1070mm	Premium Quality Faux leatherette upholstery with antimicrobial foam for sofa Solid wood and Engineering Combination	36049	2523430	50468.6	
16	Stretcher Trolley Detachable	20	2000 mm L 550 mm 800mm H	Stainless steel construction fixed height trolley frame base trolley made of 1 1/4 x 1 1/4 inch pipe 16 swg tope frame 18 G 1 1/4 x 1 1/4 IV pole socket with pole rod ss Same as bed Mobile on 66 heavy duty type castors with diagoally brake lock strecher top eith head raise facility by comb ratcher top with up to 60 deg Buffer on four corner mooth edge burr free collapsible side as per sample top detachable oprional quote separately top made of foam matteress / rexene patients weigh bearing capacity 200 kg or more as per sample	79768	1595360	31907.2	


17	Two Seater Coach	5	28.3 D 51.2 W 34.6 H Seat Hight 16.5	Premium Quality Faux leatherette upholstery with antimicrobial foam for sofa Solid wood and Engineering Combination	85004	425020	8500.4	
18	Office Table (Teacher Table)	40	Overall Size 2300X 1900'X 740 mm H	Melamine Coated Laminated Machine Edge Table Ergonomic Chairs Leatherette Uphosltery	41418	1656720	33134.4	
19	Patient examination Couch	10	L 22" D 15.74 " H 12.59	Premium Quality Faux leatherette upholstery with antimicrobial foam for sofa Solid wood and Engineering Combination	35282	352820	7056.4	
20	Meeting Table	5	Overall Size 2300X 1900'X 740 mm H	Premium Quality Faux leatherette upholstery with antimicrobial foam for sofa Solid wood and Engineering Combination	88972	444860	8897.2	

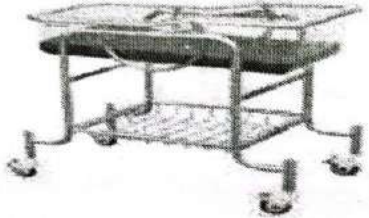
21	Fowler Beds (with overhead table, foot rest, bedside Locker & attendant bench)	200		AS per annexed	175,000	35000000	700000	
22	Wheel Chairs	20	Non Foldable type Mae of heavy gauge Stain less steel should be fixed frame with safety guardes push handles with anti slip material foldable foot stay with double SS bar seat width of 50cm with washable material suitable for patients up to 150 kg 12.5 cm solid front swivel wheels 6" and rear wheel 8" seat height 50cm	as per revised agreed specifications Specialized Healthcare & Medical Education Department	45,000	900000	18000	
23	Patient's Stretcher	30		as per revised agreed specifications Specialized Healthcare & Medical Education Department	90,000	2700000	54000	
24	Patient's Revolving Stool	25		as per revised agreed specifications Specialized Healthcare & Medical Education Department	10,000	250000	5000	

25	Drug Dispensing Trolley	20	<p>For the storage and dispensing of medication by ward nursing staff. Mild galvanized Steel 20G construction with powder coating. ABS / Polymer(contour fit) with push handle. Mounted on approx. 5" castors High-quality swivel casters(two locking, one tracking) (as per sample). The approximate overall dimensions of the medicine trolley shall be 30"W x 20"D x 40"H Drawers:</p> <ul style="list-style-type: none"> • 4x 3" Full-Size Drawers, 1x6" Full-Size Drawer and 1x10" Full Size Drawer. • The drawers must have divider with trays (plastic) for 3" drawers. • Drawer Slides 1.35mm thick. • Central key lock system 	<p>as per revised agreed specifications Specialized Healthcare & Medical Education Department</p>	55,000	1100000	22000	
----	-------------------------	----	---	---	--------	---------	-------	--

26	Resuscitation Trolley	8	<p>Mild galvanized Steel 20G steel construction. Stainless steel recessed top Overall Dimensions: 20" L x 30" W x 36" H (approximately) Ergonomic Push handle Drawers:</p> <ul style="list-style-type: none"> • 3x 3" Full-Size Drawers, 1x6" Full-Size Drawer and 1x10" Full Size Drawer. • The drawers must have divider with trays (plastic) for 3" drawers. • Ball Bearing Drawer Slides • Central key lock system <p>125 mm antistatic castors (two locking, one tracking) (as per sample).</p>	<p>as per revised agreed specifications Specialized Healthcare & Medical Education Department Accessories: 1 x Side Accessory mount rail. 1 x Cylinder holder bracket 1 x Double hook stainless steel I.V. Pole 1 x Cardiac board (PVC/Fiber) 1 x Overhead Shelf (Monitor/Defibrillator) 1 x Waste Basket/Sharp Container</p>	175,000	1400000	28000	
----	-----------------------	---	--	---	---------	---------	-------	---

27	Instruments Trolley	8	<ul style="list-style-type: none"> • Mobile, 4 leg frame made of Stainless steel, Pipe 16 SWG • All made of stainless steel 1" Dia. Tubular frame and a safety rail, <ul style="list-style-type: none"> • No sharp edges. • Two shelves surface ground to reduce glare, • Resistant to disinfectants • Instrument trolley, 800mm high, <ul style="list-style-type: none"> • Two recessed shelf 20 SWG made of 304 steel size 24" x 36" (approx.) • Four 100mm swivel castors antistatic castors as per sample. 	as per revied agreed specifications Specialized Healthcare & Medical Education Department	45,000	360000	7200	
----	---------------------	---	--	---	--------	--------	------	---

28	Dressing Trolley	10	<p>Mobile, 4 leg frames made of stainless steel pipe 16 SWG 1".</p> <p>All made of stainless steel. Tubular frame with a safety rail, no sharp edges. Trolley 800mm high, fitted above and below with SS shelf 20 SWG made of 304 steel size 27"x18" (approx.)</p> <p>1 SS ring for bowl 10" with SSW bowl and</p> <p>1 SS ring for bucket with SS bucket.</p>	Specialized Healthcare & Medical Education Department	48,000	480000	9600	
----	------------------	----	--	---	--------	--------	------	---

29	Baby Cot	10	<p>The trolley carrying the baby cot should have a solid and safe structure and made of power painted steel / stainless steel.</p> <p>Lying aea made of hollow pipe fram (304 stainless steel. With standard cushioned Rexene foam mattress & clear plastic / polyurethane bassinet.</p> <p>Laying area; 70cmx40cmx 25 cm (H). approx.</p> <p>Head side raise adjustment with the help of ratchet.</p> <p>Mobile on 75 mm diameter coasters (Two lockable).</p>	<p>as per revised agreed specifications Specialized Healthcare & Medical Education Department</p>	35,000	350000	7000	
----	----------	----	---	---	--------	--------	------	---

* Estimated Cost Inclusive of All Government Taxes **Total Cost** 98966678 1979333.56

Team:
 DR. FARAH INAM
 AMS (A + E).
 Dns Tahira Ichaq
 As per Govt letter
 Forwarded to no. SRO.11-1-28/2023
 CEO. (Utd)
 Prof FAR MUHAMMAD,
 Make Part of Bidding documents.
 HOD

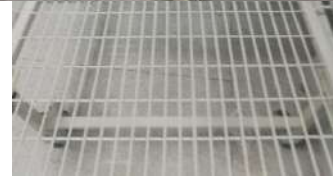
FOWLER PATIENT BED

- Over all dimensions: 36" W x 85" L x 21" H Approx.
- Main Frame: Made of 16 SWG pipe 1-1/4" x 2-1/2" rectangular pipe section CO2 welded together at corners.
- End of Pipes must be covered with special plastic bushes
- Mattress Frame: Should be in 4 parts
- The 2nd part fixed and 3 moveable parts made of 1-1/4" x 1-1/4" longitudinal & 1" cross pipes of steel square pipe of 16 SWG.
- The end of each moveable part should be attached to the main frame by means of bolt having metal hinges.

FIXED SIZES (Approx):

- 1) Head Raise part: 25" x32"
- 2) Fixed Part: 8" x32"
- 3) Knee Bridge Part: 12 x32"
- 4) Leg Rest part: 24"x32"

- Bedding area made of steel wire mesh 5mm size with spacing of 1x3". It will be reinforced with support of square pipe beneath.
- The fixed part shall be of strips
- Head Raise & Knee Raise by means of two cranks
- Both Cranks moving pipe at head and leg places be of 16SWG 1-1/2" rounded pipe, attached across Head and leg part with triangular brackets of 1/4" thick x 2" plate. Pipe must be welded inside of both plates.
- The foot part should have vascular position with a lever mechanism for moving of foot part in knee bridge position.
- A surface bearing must be fixed for friction free movement of crank.
- The handle of the cranks should be retractable and collapsible and be made in one piece of 1/2" steel rod.
- Cranks main screw made of dia: 7/8" steel rod with square / ACMI type of threading with safe limit mechanism.
- Head & Foot Part of Mattress frame have (Mattress stay) steel brackets CO2 welded for keeping the mattress in proper place.
- High quality head & foot panels made of ABS material and of SS 1/1/4" round pipe covered with ABS mater covering more than half of the width of the sideboard. (The SS frame shall be fixed with mainframe with bolt.
- Bed to be provided with I.V. Rod, S.S 12mm dia, adjustable from (36" to 50") with spring, with 2Nos Non traumatic prongs/ hooks. The provision is made to attach the IV rod on both side of the bed. Hooks for N.G. / urine Bag on both sides.



Foundation Frame:

Made of 16 SWG 1-1/4" x 2-1/2" Rectangular pipe welded together at corner.

Bumpers:

Four 5" rounded solid bumpers of made of flexible material at all corners.

Castors:

5 "ball bearing rust proof, water proof, high quality castors with individual Total locking on two casters.

Finish:

All metals part to be chemically degreased / de-rusted through phosphate treatment and covered with antimicrobial polyester powder coating. The colour shall be as per choice.

Welding:

All metal parts should be welded by CO2 gas.

Side Rails:

Foldable side guards with smooth rounded ABS material.

Stainless steel bars.

Fixed to the bed on both sides covering 70% of platform length when engaged. Steel locking

mechanism for strength.

Minimum height when in use 30 cm from mattress platform.

Mattress:

Best quality mattress foam of 4" thickness having density of 34-36 kg/m³. Water proof Rexene cover having best quality PC and Zipper. (10-years warranty) as per sample.

BED SIDE LOCKER:

Powder coated sheet steel construction. Galvanized steel sheet 20 SWG. Top one drawer with one bottom compartment. Built-in handles for durability. Plastic top laminated with raised edges on 3 sides. Four 1-1/4" SS pipe stumps with rubber adjuster. Compatible with the offered bed in color and functionality. All metal parts should be welded by CO₂ gas. Approx. overall size: 18" W x 15" D x 32" H (Approx.).
Wheels as per sample.

OVER BED TABLE:

Powder coated Mild steel construction. U-shaped to cover the whole width of the bed; fixed height. Compatible with the offered bed in color and functionality. Plastic top with rounded edges and cup/glass holders Approx. top size: 81 x 35 cm (Approx.). 75mm Casters with rubber tires for noise free operation on floors.
Stainless steel foot rest at base. All metal parts should be welded by CO₂ gas.
As per sample

ATTENDANT BENCH:

SS, 18SWG structure. Non-magnetic. base structure (1"x1-1/2")
Top of SS strips/ bars (20SWG) with proper gap in between the bars.
Size of the bench 48"x18"x15" (LxHxW) approx.

FOOT STEP:

SS Structure, Double Step (7"/14") with anti-slipping chequer plate as per sample picture backed with 5/8" plywood.

Colour:

Turquoise Blue (RAL 5018)

Note:

Stainless Steel shall be of 304 with MAT finish.
All stainless steel welding shall be of Argon Welding while MS of CO₂ type.
The Powder Paint shall be Turquoise Blue (RAL 5018).