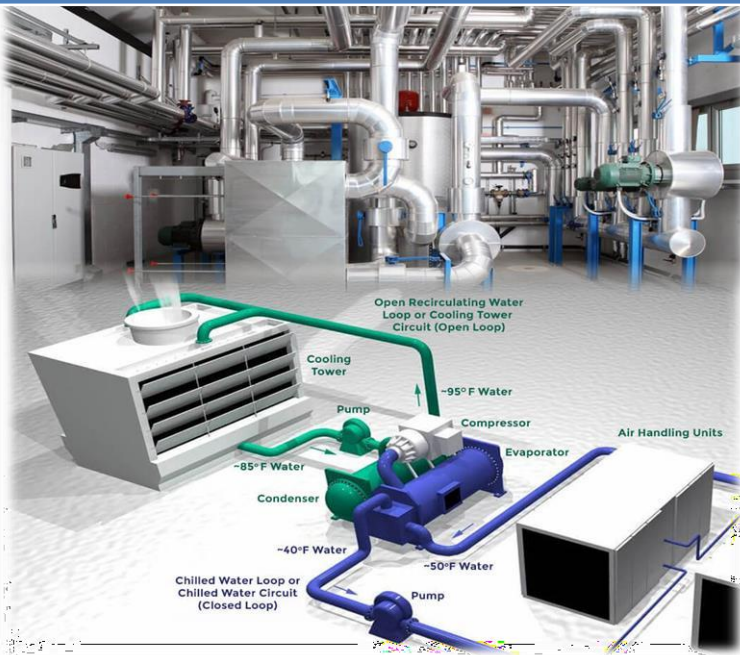




**SPECIALIZED HEALTHCARE &
MEDICAL EDUCATION DEPARTMENT
GOVERNMENT OF THE PUNJAB**

FINANCIAL YEAR - 2024-25

BIDDING DOCUMENTS FOR SERVICE & MAINTENANCE OF HVAC SYSTEM (WITH PARTS) INSTALLED IN ACCIDENT & EMERGENCY DEPARTMENT MAYO HOSPITAL LAHORE



[Mayo Hospital Lahore]

**BID REFERENCE NO.
No.CEO/ 41722 /MH,,
Dated 04-06-2024**

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SECTION-I: INVITATION TO BIDS

Subject: CONTRACT FOR OUTSOURCING OF HVAC SYSTEM (WITH PARTS) FOR OPERATIONS AND MAINTENANCE AT [A&E MAYO HOSPITAL LAHORE]

1. The [Mayo Hospital Lahore] invites sealed bids from the bidders for provision of HVAC Services (with parts) for [Mayo Hospital Lahore] for round the clock (365 days /24 Hours a Day including Sundays & Holidays), as per details mentioned in the *Schedule of Requirement* for a period of one year (Extendable).
2. The bidding document can be acquired by contacting the designated officer of [Mayo Hospital Lahore] or may be downloaded from the website of Procuring Agency. A complete set of Bidding Document containing detailed terms & conditions and scope of services is readily available and can be downloaded from the websites (www.ppra.punjab.gov.pk) & (<https://health.punjab.gov.pk/>).
3. The bidders are required to submit bid security of 2% of estimated cost in the form of CDR / Demand Draft / Pay Order / Bank Guarantee with 100% encashment warranty, duly confirmed by the concerned Bank within three days of the claim, with minimum validity period of 180 days, issued by any scheduled Bank of Pakistan, in the name of [Chief Executive Officer Mayo Hospital Lahore]. No conditional bank guarantee shall be accepted. **A copy of the bid security shall be attached with the Technical Bid and the original bid security shall be attached with Financial Bid along with the confirmatory correspondence with the concerned bank.**
4. The bidding process is being conducted under Single Stage - Two Envelopes bidding procedure as envisaged under Rule 38(2)(a) of Punjab Procurement, Rules, 2014 (as amended). All the prospective bidders shall be evaluated technically as per the Knockdown criteria given in this bidding document and only the bidders who comply this knockdown criteria will be declared as technically responsive bidders.
5. Sealed Bids are required to be submitted by [29-06-2024 10:00AM] in the committee room admin block [Mayo Hospital Lahore]. The bids received till the stipulated date and time shall be opened on the same day after 30 minutes of the bid submission time, in presence of the bidder(s) or their representatives who choose to be present. The bids received after the closing time and date shall not be entertained.
6. In case of any official or local holiday, falling on the last date for submission of the bids, the next working day will automatically be the last date for submission and opening of the bids.
7. The prospective bidders requiring any further information or clarification regarding the bidding documents may contact the Procuring Agency's designated officer in writing or by visiting the office of [DMS(R&W) / Secretary Bidding Document Committee, Mayo Hospital Lahore],.

Section-II: Instructions to Bidders (ITB)

2.1. Introduction

2.1.1 Scope of Bid The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids from Bidders for *Provision of HVAC Services in Mayo Hospital Lahore* as specified in Section- IV, Bid Data Sheet (BDS) and Section VII- Schedule of Requirements. The successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS.

2.1.2 Source of Funds Government of the Punjab.

- 2.1.3 Eligible Bidders**
- i) The Invitation to Bids is open to all Service Providers 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.), except as provided hereinafter.
 - 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 services to be purchased under this Invitation to Bids.
 - 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).
 - v) The invitation for Bids is open to all prospective bidder/service provider subject to any provisions or licensing/regulatory requirements issued by the respective national/ provincial professional statutory body established for that particular trade or business.
 - vi) A Bidder shall not have a conflict of interest. All

Bidders found to have a conflict of interest shall be disqualified. 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 in the past, 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 for the procurement of the services to be purchased under this Invitation for Bids.
 - b) have controlling shareholders in common; or
 - c) receive or have received any direct 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
 - f) submit more than one Bid in this Bidding process.
- 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 is 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 instituted 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 administer and dispose 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/Service Provider is blacklisted/ debarred by any international organization.
- viii) Bidders shall provide to the Procuring Agency evidence of their eligibility, 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.
- x) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

2.1.4. Cost of Bidding

The Bidder 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 conduct or outcome of the Bidding process.

2.1.5. One person one bid

As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process

2.1.6. Work Plan/ Deployment Plan The Bidder shall be responsible for the provision of bids as per work plan/ deployment plan formulated by the procuring agency and procuring agency may also, from time to time Amend the same as per its requirement.

2.2. THE BIDDING DOCUMENTS

2.2.1. Content of Bidding Documents i) The services 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) Scope of Services
 - (d) Bid Data Sheet
 - (e) General Conditions of Contract (GCC)
 - (f) Special Conditions of Contract (SCC)
 - (g) Schedule of Requirements
 - (h) Bid Form
 - (i) General Information Form
 - (j) Affidavit
 - (k) Bid Security Form
 - (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 conditions, and scope of services in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not substantially 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
Bid 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. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives **no later than seven (7) 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 the source) 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**.
- iv) Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source
- 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**.

- vi) If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

**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 time 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) of PPR-14.
- ii) All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing or by email, and will be binding on them.
- iii) Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
- iv) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g. email that secures record of the content of subject communication.
- v) 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 similar manner , 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 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 The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents.

2.3.3. Bid Prices (i) The Bidder shall indicate on form 8.7 the unit prices (where applicable) and total Bid price of staff, the services of which it proposes to provide under the contract.

(ii) Prices indicated on the Price Schedule shall be as per format

(iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.4(i) below will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.

(iv) Prices quoted by the Bidder 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 **PKR** unless otherwise specified in the Bid Data Sheet.

ii) The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing

**2.3.5.
Documents
Establishing
Bidder's
Eligibility and
Qualification**

Financial bid.

- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications 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 qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
 - (a) that the Bidder has the financial, technical capability necessary to perform the contract;
 - (b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**2.3.6. Bid
Security**

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.6. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) valid for 180 Days.
- iv) Any Bid not secured in accordance with ITB Clauses 2.3.7 (i) and (iii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.7 (iii) (a) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence,

and is as under:

“38(2)(a)(vii) the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later: provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency”

- vi) The successful Bidder’s Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vii) The Bid security may be forfeited:
 - a. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - b. in the case of a successful Bidder, if the Bidder:
 - i. fails to sign the contract in accordance with ITB Clause 2.6.3; or
 - ii. fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
 - iii. is blacklisted under relevant provisions of PPRA Act, 2009 and PPR-14.

2.3.7. 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 responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.7 shall also be suitably extended. A

Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.8. Format and Signing of Bid

- i) The Bidder shall submit typed Bid in original and shall be signed by the Bidder to bind the Bidder to the contract. All pages of the Bid, shall be initialed and stamped by the person signing the Bid.
- ii) Any interlineation, erasures, or overwriting shall not be valid and such Bid shall be rejected.

2.3.9. Minimum Wage rates/all applicable taxes

The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department), all applicable taxes (imposed by FBR/PRA/GST/any other government organization) and contributions (PESSI, EOBI) while preparing financial bid.

2.4. SUBMISSION OF BIDS

2.4.1 Sealing and Marking of Bids

- i) The mode of procurement is Single Stage---Two Envelopes. The Bid shall be submitted in sealed envelope, comprising 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.
- ii) Bids shall:
 - a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
 - b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: **“DO NOT OPEN BEFORE [29-06-2024 AT 11:00AM]”**
- iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.
- iv) If all the envelopes are not sealed and marked as required by ITB Clause 2.4.1, the Procuring Agency will assume no responsibility for the Bid’s misplacement or

Premature opening.

Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.

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.
- 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.
- iii) Bids shall be received by the Procuring Agency at the address specified under **BDS** no later than the date and time specified in the **BDS**.

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) Not allowed after deadline prescribed for submission of Bids
- ii) 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. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14)

2.5. OPENING AND EVALUATION OF BIDS

2.5.1. Opening of Bids by the Procuring Agency

- i) 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 time of their opening, as specified in **BDS**. The Bidders` representatives present shall sign a register/Attendance sheet as proof of their attendance.
- ii) 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; (b) Any other details as the Procuring Agency may consider appropriate.
- iii) Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
- iv) Bidders are advised to send in 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 read out 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 the Bidders' representatives who are present 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. A copy of the record shall be distributed to all the Bidders upon request.

vii) A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

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 forms that provides record of the content of communication.

2.5.3. Clarification of Bids

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices

or substance of the Bid shall be sought, offered, or permitted.

- iii) 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 *HVAC Services* and related materials.
 - c) all securities requirements;
 - d) tax requirements;
 - e) Terms and conditions of bidding documents.
 - f) change in the ranking of the Bidder
- iv) 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 forms that provide 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 Service Provider does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
 - 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 substantial responsiveness of each Bid to the Bidding documents. For purposes of these Clauses, a substantially responsive Bid is one which

conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.7), **Applicable Law** (GCC Clause 30) **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation.

- iv) If a Bid is not substantially 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**;
 - 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 substantially 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 **Section VII - 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.
 - i) Bids determined to be substantially responsive will be

**2.5.6.
Correction of
Errors**

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 a 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 discrepancy between grand total of price 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, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.7.**

**2.5.7.
Conversion to
Single Currency**

Not applicable

**2.5.8. Post-
qualification &
Evaluation of
Bids**

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.

- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technically evaluate** and compare the substantially responsive Bids, as per the Evaluation Criteria in the **BDS**.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form to be decided by the Procuring Agency, inclusive of all prevailing taxes, duties, fees along with observance of minimum wages, contributions of PESSI, EOBI, etc.

**2.5.9.
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 any grievance, they will 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.

**2.5.10.
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 GRC well before the proposal 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 GRC well before the proposal 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. In case of single stage - two envelope bidding procedure **any bidder feeling aggrieved from technical evaluation may file a grievance within 05 days of announcement of the technical evaluation report.** After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact 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 or by email to be confirmed in writing by registered letter, that its Bid has been

Accepted.

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 and will discharge its Bid security.

2.6.2. Performance Guarantee

i) Within Ten (10) 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.

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 forfeiture of the Bid security along with 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 / Issuance of work Order

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 provided in the Bidding documents, incorporating all agreements between the parties.

ii) Under rule-63 of PPR-14, within Three Days (03) 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.

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

Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the

Criteria Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be substantially 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. The Lowest shall be determined on the basis of criteria mentioned in Financial Form.

2.6.5. Procuring Agency’s Right to Vary Quantities at Time of Award The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantum of *HVAC 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 (iv) of PPR-14 (not more than 15%).

2.6.6. Procuring Agency’s Right to Accept or Reject All Bids

- 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

- 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

- i) The Procuring Agency requires that Bidders 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, noncompetitive 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, noncompetitive 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 Firms and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

Section-III. SCOPE OF SERVICES

3. Scope of Services

3.1.1 Background

[Accident & Emergency consisting of Four Floors with basement]

3.1.2 Contextual Information

3.1.3 Scope of Services

[Mayo Hospital Lahore] requires firms to provide HVAC Services round the clock (365 days a year, 24 hours a day including Sundays & Holidays) in the [Mayo Hospital Lahore]. The firm will be required to provide supplies as mentioned in the Schedule of Requirement.

3.1.4 Operational Responsibilities (HUMAN RESOURCE)

3.1.4.1 The service provider shall provide HVAC Services in 03 shifts (8 hours per shift i.e. Morning, Evening and Night) round the clock (365 days a year / 24 hours a day including Sundays & Holidays), for the contract period as per the requirements set out in the service specifications, detailed later in this section. It is to be noted that HVAC Services should not be compromised / interrupted under any case / circumstances.

3.1.4.2 The service provider must abide by prevailing labour laws including but not limited to payment of Minimum wages, Social Security and EOBI to its employees concerning HVAC Services. The Procuring Agency reserves the right to seek proof if the same is being paid to the personnel, the failure of which can lead to the Termination of the Contract and/or forfeiture of Performance Guarantee as per PPRA Rules.

3.1.4.3 The service provider shall provide and enroll Human Resource as mentioned in the Schedule of Requirements.

3.1.4.4 Service Provider will be responsible to provide quality human resource with demonstrable experience in each hospital as per Qualification & Experience of human resource with the commencement of services.

3.1.4.5 All HVAC staff will be enrolled on the bio-metric devices installed at the hospital by the department. Service provider shall ensure that its staff uses these devices for attendance marking. Their attendance will be

monitored duly by the hospital administration through the biometric devices. Bio-Metric Attendance Certificate will be part of Monthly Invoice from 5th Month onwards.

- 3.1.4.6 In case of non-availability / non-functionality of Bio-Metric Machine, for reasons to be recorded in writing by Hospital Administration, requirement of Bio-Metric Attendance for a hospital for a specific month / Time period can be dispense with.
- 3.1.4.7 If required by the procuring agency, the Service Provider may be required to install its own Bio-Metric Machine (Operated, Installed & Maintained by Service Provider) under the supervision of Hospital Administration, having the dual Biometric Measurements: Face & Fingerprint. The Hospital Administration on daily basis will verify the record of the same.
- 3.1.4.8 Service provider shall be bound to pay its staff before 10th of each month and salaries shall not be linked to any other payment which contractor is entitled to receive from the Procuring Agency.
- 3.1.4.9 Service Provider shall pay its personnel not less than the minimum wages as notified by Government of the Punjab and any other labor laws of Pakistan including other benefits mandated by the law.
- 3.1.4.10 The EOBI and PESSI contributions shall only be paid after the submission of EOBI & PESSI Deposit Receipt as per actual basis. Procuring Agency reserves the right to withhold amount of EOBI & PESSI contributions until submission of Deposit Receipt.
- 3.1.4.11 Service Provider will disburse salaries through E-Channel i.e. Bank Account / Easy Paisa / Jazz Cash etc. and proof of the same must be readily available with the service provider all the time. The service provider will provide Bank Advice with due verification from concerned bank (having details of employee name, account no. and amount transferred) or electronically generated individual staff transaction details (having details of employee name, account no. and amount transferred) or Bank Statement with verification of bank (having details of employee name, account no. and amount transferred) in order to

substantiate its claim and the same must be attached with the respective monthly invoice and attach E-channel Receipt with the same month invoice. **However, E-channel receipt is exempted for first month of the contract.**

- 3.1.4.12 The services provider shall provide the names, address, CNIC, age, Medical Certificate of the HVAC Personnel deployed to the respective client hospitals. **File of HVAC Personnel** will be maintained by Service Provider and a copy will be shared with the respective client Hospital Management.
- 3.1.4.13 The Procuring Agency reserves the right to direct the service provider for replacement of HVAC Personnel and the service provider shall be bound to do the same. Non-compliance may result in punitive action against the Service Provider.
- 3.1.4.14 In the event of any illness / injuries resulting from any accident to their HVAC staff, the service provider shall take all responsibility for the same and provide necessary compensation towards medical care and meeting all medical expenses incurred for the same without making Procuring Agency a party to it.
- 3.1.4.15 In case of any disputes among the staff, the service provider shall resolve the same at the earliest to ensure that there is no interruption in the provision of HVAC services to the hospital/ institute.
- 3.1.4.16 The HVAC staff and their affairs relating to their employment will be the sole responsibility of the service provider and in this regard no extraneous influence will be brought to bear upon the client hospital management or the Procuring Agency.
- 3.1.4.17 The service provider will ensure that all HVAC staff deputed at the client hospital is adequately immunized against all types of communicable diseases and preventively monitored through health check-ups.
- 3.1.4.18 The service provider shall provide two uniforms, safety helmet, safety gloves, safety glasses and one pair of safety shoes every six months, identification cards (ID), Personal Protective Equipment (PPE) as per

Standards etc., to its entire staff deployed at the hospitals free of cost and ensure its proper usage by the HVAC staff. Each uniform will comprise of trousers, shirt, pair of socks, pair of shoes, safety helmet, safety goggles (where required) and safety gloves etc. Concerned Supervisors shall ensure that all these items and the uniform are made available to the HVAC staff invariably. Dress code of HVAC Staff must be as per below mentioned descriptions:

Sr.#	Specification	Description
1.	Type	Suit trouser shirt (with white Joggers) (as per approved sample)
2.	Color	White color approved by the Procuring Agency
3.	Logo / Tag Line	"HVAC Staff" as Tag Line must be mentioned on the Back of the Shirt The dress code sample must be approved from the Procuring Agency before commencement of the Services.

3.1.4.19 All the human resource, shall be equipped with tool kit / equipment including personal safety equipment. The Service Provider will provide the required toolkits / equipment mentioned in Schedule of Requirement. The successful Applicant shall have to make all this toolkit / Equipment physically available in the office before starting the work and these should always remain in working condition during the period of contract.

3.1.4.20 The HVAC staff will be allowed leave(s) as per the relevant labor laws.

3.1.4.21 The service provider shall be bound to provide trainings, as deemed necessary by the client hospital, to its HVAC Staff for providing effective services in the hospital. However, the firm shall deploy all qualified, experienced & trained in their respective fields.

3.1.4.22 Daily duty hours of every personnel employed under the contracts shall be 08- hours for morning, evening and night shift respectively.

- 3.1.4.23 Service Provider in the performance of its services shall secure, maintain at its own expense all registrations, licenses or permits required by law, and shall comply with all pertinent rules and regulations of the hospital / Government.
- 3.1.4.24 Service Provider shall immediately upon receipt of request replace any staff that may be considered undesirable and incompetent by the procuring agency / hospital administration.
- 3.1.4.25 Service Provider will be responsible to provide quality human resource as per Qualification & Experience of human resource.
- 3.1.4.26 The Human Resource (HR) may be increased or decreased by the hospital.

4 Requirements during first month

- 4.1 The successful bidder shall provide following items to the hospital/ institute. The Procuring Agency may require samples of the following items for approval;
- Sample of spare inventory as mentioned in the schedule of requirements. The spare inventory must be maintained at all times in each hospital during execution of the contract.
 - Complete Tool kit as mentioned in the schedule of the requirements.
 - Uniform and Safety Equipment / Items as mentioned above.
- 4.2 Service provider will be responsible to tag all the equipment placed in the hospital in first month of the contract and submit the list to Hospital Administration which can be changed time to time. The said list will be updated every two months during the execution of the contract. The tags must non-perishable and non-removable and the tags should be linked with Information Management System to be developed by the service provider; if available.

4.3 Service provider will also be responsible for submission of detailed functional inventory of hospital, during the 1st month of commencement of services duly signed and counter signed by the concerned AMS and AMS(R&W) of the concerned hospital.

5 Documents required at the conclusion of the contracts

5.1 The Service Provider will submit a satisfactory performance certificate duly verified from hospital that each equipment placed in each hospital is in working condition/functional.

5.2 Service provider shall submit a complete consolidated record of each HVAC running hours and carried preventive maintenance along with dates. Service provider shall also identify due preventative maintenance required in future.

5.3 Compile functional inventory list duly signed by AMS(R&W) and Supervisor.

5.4 Provide an undertaking on stamp paper that all salaries and due have been cleared to all employees as per the labor laws and minimum wage rate.

5.5 Resolve all complaints till last day of contract operationalization.

5.6 Arrange performance certificate from the hospital including no pending liability certificate.

5.7 Remove its equipment within 05- working days from hospital.

5.8 Performance Guarantee will be released on submission of above mentioned documents.

6. Details of units/equipment

PART A

SR. NO.	DESCRIPTION	QTY	Scope of work
01	Air Handling Unit (DX-Coil with condensing unit) (Mecair) 08 Ton	07	Operations Only
02	Air Handling Unit with condensing unit 17 Ton (Trane)	01	
03	Laminar Air Flow	05	
04	Hepa Filter Box (KLC)	04	
05	Hpea Terminal Filter	02	
06	Electrical Panel, Cables and System.	02	
07	Instruments, Temperature meters.	01 Lot	

08	Humidifier with water and electrical connections (Devatech)	07	
09	Heating system with electrical duct heaters	08	
10	Whole ducting system including air devices and dampers	01 Lot	
11	Air Curtains	05	
12	Exhaust Fan (Sasa)	03	

PART B

SR:#	DESCRIPTION	Quantity	Scope of work
01	Carrier Water Cooler Packaged Type Air Conditioner complete accessories 40 Ton	03	Service & Maintenance with Operations
02	Carrier Water Cooler Packaged Type Air Conditioner complete accessories 35 Ton	01	
03	Carrier Mini Air Handling Units for Radiology Department MAHU CGL 01 MAHU GFL 02, MAHU FF 01 to 04 (24 TONS)	02	
04	Carrier Matching Condensing Unit of MAHU	02	
05	Nihon Spindle Induced draft Cross Flow Square type FRP Cooling Tower 225 HRT	01	
06	Condenser Water Pumps end suction type of KSB and Siemens Motor 510 GPM	02	
07	Heating System with Electrical Duct Heaters	01	
08	Instruments, Pressure Gauges & Temperature Meters	01 Lot	
09	Water Treatment Dosing System	01 Lot	
10	Whole Condenser Water Piping System including Valves & Accessories	01 Lot	
11	Whole Ducting System including Air Devices and Dampers	01 Lot	

NOTE: - *if any other part / equipment which is not mentioned in the aforementioned list goes out of order. The firm will be responsible for rectifying the problem and repair / replacement of equipment / part(s).*

7. Detailed Scope of Works

The contractor will provide the services as per following schedule.

[the hospital may change the period for the work to be done as per its requirement]

7.1 Chillers

Sr. No.	Item Description	Daily	Weekly	Monthly	Quarterly	Yearly
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a.	Troubleshooting and diagnosis of fault code in the chillers.(in each shift)	X				
b.	Checking/adjustment of pressure drop across the cooler. (in each shift)	X				
c.	Logging of operating data/parameters of machine. (in each shift)	X				
d.	Checking of compressor abnormal noise.	X				
e.	Troubleshooting of motorized chiller's actuators.	X				
f.	Checking of flow switches of chillers.			X		X
g.	Inspection of chiller components, painting and anti-rusting if required.		X			
h.	Checking of transducers, sensors and other controls of chillers & replacement of faulty components.		X			X
i.	Checking of pressure drop across the oil filter and replacement of oil filter if pressure drop exceeds 1.0 Bar.	X				
j.	Checking dehydration filter pressure drop.			X		
k.	Checking of compressors and condensers fan motors Amps at full load.		X			
l.	Checking of electrical resistance of compressors.			X		
m.	Checking of electrical resistance of condenser fan motors.					X
n.	Checking electrical wiring of chillers/components for any sign of overheating			X		
o.	Cleaning of electrical panel / control cards of Chillers.			X		
P.	Checking of liquid Pilot lamp for passage of bubbles and Replacement of dehydration filter on sight of		X			
q.	Cleaning/Washing of condenser batteries on weekly basis including Painting, Greasing and replacement of Evaporator and Compressor Suction Insulation.		X			
r.	Visual inspections of machine for any damage/loosening.			X		

s.	Checking/testing/servicing of refrigerant leakage in the system and adjustment of charge if required.			X		
t.	Adding of chemicals for treatment of chilled water and pipe line as per recommendations of water treatment company.			X		

7.2 Compressor

Sr. No.	Item Description	Daily	Weekly	Monthly	Quarterly	Yearly
i.	Checking/servicing/replacement of compressor's contactors if necessary.					X
ii.	Checking/servicing of condenser fan motor's contactors for pitted points.					X
iii.	Checking of insulation resistance of compressors.					X
iv.	Checking of insulation resistance of condenser fan motors.					X
v.	Checking of electrical terminals for tightness.					X
vi.	Replacement of compressor oil, Oil filter and Dehydration filter if TAN analysis test arranged annually/as required basis by contractor from PCSIR equals 0.10.					X
vii.	Checking/adjustment of temperature and pressure of chillers. (As per temperature of summer and winter season)					X
viii.	Checking of compressor oil colour.		X			
ix.	Checking of compressor oil level in compressor sight glass (should be b/w 50-90%).	X				

NOTE: The scope of maintenance shall include all the guidelines, recommendations of the OEM in the product manuals & its website etc..

7.3 Chilled Water Pump Sets

S No.	Item Description	Daily	Weekly	Monthly	Quarterly	Yearly
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i.	Troubleshooting of pump sets.	X				
ii.	Checking of pump sets for abnormal noise/wear/ampere.	X				X
iii.	Checking/replacement of pump set bearings.			X		X
iv.	Cleaning of pumps strainers.			X		X
v.	Checking of suction/discharge pressure of pumps.	X				
vi.	Checking of secondary pump VFDs.	X				
vii.	Checking/replacement of mechanical seal of pumps for leakage.	X				
viii.	Checking of chilled water leaving and entering pressure gauges.	X				
ix.	Checking of chilled water leaving and entering thermometer.	X				
x.	Chilled water treatment/testing.			X		
xi.	Checking of chilled water bypass circuit.		X			

7.5 Air Handling Units

S No.	Item Description	Daily	Weekly	Monthly	Quarterly	Yearly
a.	Troubleshooting of AHUs and its actuators. Repair & replacement of actuators if required.	X				
b.	Checking/servicing/adjustment of AHUs belt alignment & tension/motor amps.			X		X
c.	Cleaning/replacement of pre/back filters.			X		
d.	Cleaning of AHU's strainers.			X		X
e.	Flushing & cleaning of finned surface & water tubes of cooling coils.					X
f.	Checking VFD/VAV of AHUs.	X				
g.	Random water balancing of AHUs.					X
h.	Checking of AHU gauges in each shift.	X				

7.6 Humidifiers

S No.	Item Description	Daily	Weekly	Monthly	Quarterly	Yearly
a.	Checking of humidifiers/heaters.				X	

7.7 Cooling Tower

S No.	Item Description	Daily	Weekly	Monthly	Quarterly	Yearly
a.	Unusual noise and vibrations in and around the tower	X			X	
b.	Check the water level in the basin	X				
c.	Water quality checks	X				
d.	general condition of the fan and motor/drive mechanism	X				
e.	Check for oil leaks in components, hoses and fittings		X			
f.	Check oil levels			X		
g.	water makeup valve is operating			X		
h.	air inlet		X			
i.	spray nozzles		X			
j.	chemical dosing system			X		
k.	pipework strainers			X		

l.	Change oil, if required. Otherwise change after six months				X	
m.	Check and tighten fan blade hub				X	
n.	Check all mounting bolts for tightness and signs of corrosion					X
o.	Inspect all parts of the motor including oil plugs etc.					X
p.	Lubricate components					X
q.	Inspect drive shaft not loose					X
r.	Check for drive shaft/bush wear and tear					X
s.	Check motor alignment on the fan					X

7.8 Monitoring of Temperature and Gas Pressure

The service provider shall note down the temperatures of building/room and Chiller room after every three hours in a register.

The service provider shall monitor the Gas pressure, where applicable and note down in the register.

8 Annual Preventive Maintenance

The contractor shall plan shutdown of HVAC system 04 Months before the start of winter season for undertaking complete annual preventive maintenance of HVAC system. However, he will seek prior approval from the Hospital / Institution Administration for the shutdown in winter season and give 01 Week advance notice stating the shutdown period. Following maintenance will be carried out under the supervision of Authorized Maintenance Department Officer.

8.1 Chillers

- i. The yearly preventive maintenance mentioned in the scope of work.

8.2 Chilled Water Pumps

- i. Checking & replacement of pump strainer.
- ii. Checking & replacement of faulty pump bearings.
- iii. Checking & replacement of faulty motor bearings.
- iv. Checking & replacement of coupling rubber.
- v. Checking of motor winding insulation with Meggar after disconnection of motor leads from VFD.
- vi. Checking of earthing.
- vii. Checking & tightening of wire connections.
- viii. Painting/anti rusting of pump supports.
- ix. Cleaning/maintenance of air separators.

8.3 Air Handling Units (AHUs)

- i. Flushing & cleaning of finned surface & water tubes of cooling coils.
- ii. Checking & replacement of faulty fan bearing.
- iii. Checking/replacement of faulty motor bearing.
- iv. Checking of belt alignment and tension & mounting bolts.

8.4 Electrical Panels and Wiring

- i. Checking & servicing of contactors, overloads, MCCBs, fuses, tightening of wiring connections, replacement of faulty parts if required.
- ii. Checking of wiring insulations.
- iii. Checking of earthing.

8.5 Piping System

- i. Cleaning & flushing of chilled water pipe.
- ii. Painting & servicing of all valves, strainers, CFRV.
- iii. Checking/repair of insulation, jacketing & covering of all insulated piping.

8.6 Ducting System

- i. Cleaning of ducts and diffusers.
- ii. Repair maintenance of duct system.
- iii. Repair replacement of parts (fabrication of duct, canvas insulation, cladding, glass wool, diffusers, and etc.).

8.7 General

Change of compressor oil if required, greasing of bearing and oiling wherever required, and painting of equipment will also be done.

8.8 Cooling Tower

- I. Unusual noise and vibrations in and around the tower, will generally be from the fan
- II. Unusual noise and vibrations at the condenser water pump
- III. Check the water level in the basin
- IV. Water quality checks
- V. The general condition of the fan and motor/drive mechanism
- VI. Check for oil leaks in components, hoses and fittings
- VII. Check oil levels and add if required
- VIII. Clean the fan motor
- IX. The water makeup valve is operating correctly
- X. Inspect and clean the air inlet
- XI. Inspect and clean the spray nozzles

- XII. Inspect and clean the tower basin
- XIII. Check operation of the blowdown system
- XIV. Check operation of the bleed water valve and system
- XV. Check operation of vibration switch
- XVI. Check and clean side stream filtration/sweeper systems
- XVII. Check operation of the chemical dosing system
- XVIII. Check and clean pipework strainers
- XIX. Change oil
- XX. Check and tighten fan blade hub
- XXI. Check all mounting bolts for tightness and signs of corrosion
- XXII. Inspect all parts of the motor including oil plugs etc
- XXIII. Lubricate components
- XXIV. Inspect drive shaft not loose
- XXV. Check for drive shaft/bush wear and tear
- XXVI. Check motor alignment on the fan

SECTION-IV: BID DATA SHEET

4.1. BID DATA SHEET (BDS)

The following specific data for the services to be procured shall complement, supplement, or amend the provisions in the Instructions 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	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	<p>NAME OF PROCURING AGENCY: [Mayo Hospital Lahore]</p> <p>SUBJECT OF PROCUREMENT: Outsourcing of HVAC Services for Operations & Maintenance IN [Mayo Hospital Lahore]</p> <p>The Contract shall be valid for One Year from the date of signing of the contract, (Extendable for further six months).</p>
2.	2.1.2	<p>Financial year <u>2024-25</u></p> <p>NAME OF FINANCING INSTITUTION: [Mayo Hospital Lahore / Procuring Agency]</p> <p>NAME AND IDENTIFICATION NUMBER OF THE CONTRACT: Outsourcing of HVAC for Service & Maintenance IN [Mayo Hospital Lahore]</p> <p>BID REFERENCE NO (NO.CEO/41731/MH,. Dated 04-06-2024)</p>
BIDDING DOCUMENTS		
B.		
6.	2.2.2	The address for clarification of Bidding Documents is [Chief Executive Officer of Mayo Hospital, Lahore.]
8.	2.3.8	The Bidder shall submit typed Bid in original and shall be signed by the Bidder to bind the Bidder to the contract. All pages of the Bid, shall be initialed and stamped by the person signing the Bid.
BID PRICE, CURRENCY, LANGUAGE & COUNTRY OF		

C. ORIGIN		
9	2.3.1	<i>English</i>
10	2.3.4	The price quoted shall be in PKR.
11.	2.3.4 & 2.3.9	<i>In case of change in Minimum Wage Rate through official notification; the contract price based on minimum wage rates shall be adjusted on prorata basis by the procuring agency. In case of increase or decrease of taxation by the Government at any stage during the execution of the contract; the same shall also be adjusted accordingly by the procuring agency / hospital.</i>
D. PREPARATION AND SUBMISSION OF BIDS		
13.	2.1.3 & 2.5.8	<p style="text-align: center;">Technical Evaluation Criteria</p> <p>i. (Knockdown Criteria) The bidder must comply with all the mandatory parameters. In case of noncompliance of any mandatory parameter, the bidder shall be declared as non-responsive.</p> <ul style="list-style-type: none"> a) The Bidder shall be a legally registered entity with the formal intent to enter into an agreement. b) The bidder shall provide the registration certificate of the firm with Pakistan Engineering Council (PEC). c) The bidder must have at least three years experience as a legally approved HVAC Services provider. d) The Bidder must be an active income tax payer. e) The Bidder must have active National Tax Number (NTN), Punjab Sales Tax (PST) Number with documentary proof. f) The Bidder shall have a valid registration with EOBI and PESSI /IESSI. g) Bidder who is barred / blacklisted or disqualified by the Procuring Agency would not be eligible to submit the bid. The Bidder shall submit an undertaking in this regard on legal/stamp paper. h) The copy of the Bidding Document shall be duly signed, stamped on each page and submitted by the bidder.

		ii. (Marking Criteria) It is mandatory for the Service providers to get at least 65 marks in the marking criteria to qualify for further procurement process; the financial proposal opening. Copies of all the required documents shall be attached;	
Sr. #	Description	Max Marks	
1	EXPERIENCE RECORD Three projects of capacity (Insert the capacity of HVAC, equivalent to the installed HVAC system (single unit) in the hospital) of similar nature (Similar services offered in hospitals / public access buildings (public or private sector). marks for each project (Purchase orders / supply orders / completion certificates must be attached)	30	
2	FINANCIAL CAPABILITIES <ul style="list-style-type: none"> 15 Marks will be given in case average annual turnover for the last three years is Rs. 30 Million or more. For Average Annual Turnover for the last 03 years of less than Rs. 30 Million, but not less than Rs. 15 Million, 10 marks will be given. For Average Annual Turnover for the last 03 years of less than Rs. 15 Million, but not less than Rs. 10 Million, 05 marks will be given. (Tax Returns of last three financial years must be attached)	15	
3	PAST PERFORMANCE Satisfactory past performance certificate from head of the organization One certificate= 05 marks	15	
3.	Technical Human Resource		
	Resident Engineer 01 - 02 Personnel (03 Marks) 03 - 04 Personnel (04 Marks) > 4 Personnel (05Marks) Having minimum Qualification & Experience:	5	30

		<ul style="list-style-type: none"> Graduate Engineer, registered with PEC, in Mechanical / Electrical / Electronics / Mechatronics 		
		Supervisor / Shift Incharge 03 - 04 Personnel (03 Marks) 04 - 06 Personnel (04 Marks) > 6 Personnel (10Marks) Having minimum Qualification & Experience: Graduate in Engineering Technology / B-Tech in Mechanical / Electrical / Electronics / Mechatronics Technology	5	
		ELECTRICIAN / TECHNICIAN 05 - 10 Personnel (03 Marks) 10 - 15 Personnel (06 Marks) > 15 Personnel (10 Marks) Having minimum Qualification & Experience: <ul style="list-style-type: none"> DAE in Mechanical / Electrical / Electronics / Mechatronics Technology with 05 years of relevant experience 	10	
		Plumber 05 - 10 Personnel (03 Marks) 10 - 15 Personnel (06 Marks) > 15 Personnel (10 Marks) Having Minimum Qualification & Experience: <ul style="list-style-type: none"> Diploma in Refrigeration/ AC Technician/ HVAC with 03 years of relevant experience 	10	
		4. Workshop & list of spare parts		5
		5. Certificate of ISO 9001-2015 or higher version		5
		Total Marks		100
14	2.1.1	Bids shall be submitted to [Tender & Purchase		

		committee of Mayo Hospital Lahore]
15	2.4.2	The deadline for Bid submission is [29-06-2024 AT 10:30AM].
16.	2.5.1	[29-06-2024 AT 11:00AM] i.e. At least 30 Minutes After Closing Time Of Bid Submission], and [Mayo Hospital Lahore]
17.	2.6.2	Amount of Performance Guarantee is 05% of the contract amount.
18.	2.3.6	Estimate Contract Price is <u>5,000,000/-</u> Amount of Bid Security is <u>100,000/-</u> Amount of Bid security is 2% of the estimated price
19.	2.3.7	Bid validity period after opening of the Bid is: 180 Days
20.	2.3.8	Not Applicable
E. OPENING AND EVALUATION OF BIDS		
21.	2.5.1	The Bid opening shall take place at: [29-06-2024 AT 11:00AM i.e. 30 Minutes More Than Submission Time], and [Mayo Hospital Hospital]
22.	2.3.4	Not applicable
G. Award of Contract		
24.	2.6.5	Percentage for quantity increase or decrease is: 15%
25.	2.6.2	The Performance Guarantee shall be: 05% of the Contract Amount
26.	2.6.2	The Performance Security (or guarantee) shall be in the form provided in the Bidding documents

Section-V: General Conditions of Contract

1. Definitions

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

- (a) **“The Contract”** means the agreement entered into between the Procuring Agency and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **“The Contract Price”** means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- (c) **“The Goods”** means all of the equipment, machinery, and/or other materials which the Service Provider is required to perform HVAC Services under the Contract.
- (d) **“The Services”** means those services *{as provided in Scope of Services by the Procuring Agency as per its requirements}* and other such obligations of the Service Provider 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 Services, as named in SCC
- (h) **“The Procuring Agency’s country”** is the country named in SCC.
- (i) **“The Service Provider”** means the Bidder or firm supplying the 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.

3. Country of Origin

3.1. All Services supplied under the Contract shall have their origin in Pakistan.

4. Standards

4.1. The services supplied under this Contract shall conform to the standards mentioned in the Scope of Services.

5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.

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

5.2. The Service Provider shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC except for purposes of executing the Contract.

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

5.4. The Service Provider shall permit the Procuring Agency to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the Procuring Agency.

6. Performance Guarantee

6.1. 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 & ITB.

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

6.3. 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;

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

7. Incidental material

7.1. The Service Provider may be required to provide any of the incidental material if any, specified in SCC.

8. Payment

8.1. The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.

8.2. The Service Provider's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.

8.3. 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 Service Provider, provided the satisfactory performance report obtained by AMS(A&E) and DMS(R&W) duly signed by AMS(R&W).

8.4. The currency of payment is as specified in BDS/SCC

9. Prices

9.1. Prices charged by the Service Provider and Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its Bid, with the exception of any price adjustments authorized in SCC / BDS.

10. Change Orders

10.1. The Procuring Agency may at any time, by a written order given to the Service Provider, make changes within the general scope of the Contract, only if required for the successful completion of the job.

10.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's

performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider'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.

11. Contract Amendments

11.1. Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

12. Assignment

12.1. The Service Provider shall not assign the whole or any part of the contract to anybody else.

13. Subcontracts

Subcontracting is not allowed

14. Delays in the Service Provider's Performance

14.1. Performance of Services shall be made by the Service Provider in accordance with the Schedule of Requirements/Work Plan/ Deployment Plan as prescribed by the Procuring Agency in Section VII.

14.2. If at any time during performance of the Contract, the Service Provider encounter conditions impeding timely performance of Services, the Service Provider 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 Service Provider's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Service Provider's-time for performance, with or without fines and penalties.

14.3. Except as provided under GCC Clause 17, a delay by the Service Provider in the performance of its contractual obligations shall render the Service Provider liable to the imposition of fines and penalties.

15. Liquidated Damages

15.1. Subject to GCC Clause 17, if the Service Provider fails to start providing the Services as per requirement/ 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 unperformed Services for each week or part thereof of delay until actual performance, up to a maximum deduction of the 05% of the contract price. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under PPR-14.

16.Termination for Default

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

- (a) if the Service Provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14;
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract; or
- (c) If the Service Provider, 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.
- (d) *“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:*

“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, noncompetitive 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, noncompetitive 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.

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

17. Force Majeure

17.1. Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Service Provider 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.

17.2. For purposes of this clause, “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider’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 Service Provider, may agree to exclude certain widespread conditions e.g.: epidemics, pandemics, quarantine restrictions etc. from the purview of “Force Majeure”.

17.3. If a Force Majeure situation arises, the Service Provider 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 Service Provider 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.

18. Termination for Insolvency

18.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In

this event, termination will be without compensation to the Service Provider, 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.

19. Termination for Convenience

19.1. The Procuring Agency, by written notice sent to the Service Provider, 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 Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

19.2. The Services that are complete (if applicable) within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices.

20. Resolution of Disputes

20.1. After signing the contract, the Procuring Agency and the Service Provider 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.

20.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred 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.

21. Governing Language

21.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

22. Applicable Law

22.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

- 23. Notices**
- 23.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.
- 23.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 24. Taxes and Duties**
- 24.1. Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until provision of the contracted Services to the Procuring Agency.
- 25. Change in minimum wage rate**
- 25.1. If during the continuation of the service contract, minimum wage rate is revised by the competent authorized forum, then the ongoing contract shall be revised as per percentage increased in minimum wages declared for such category.
- 26. Extension in Contract period**
- Initially the contract will be for one (1) year. However, the same would be extended by the competent authority, on the satisfactory performance by the contractor for further a period of six months on the same rate & TORs. Extension in the contact agreement shall be the discretion of the procuring Agency and the service provider has no right to claim further extension as a matter of right in the contract.

Section-VI: Special Conditions of Contract

1. Definitions (GCC Clause 1)

GCC 1.1 (g)–The Procuring Agency is: [Mayo Hospital Lahore] GCC

1.1 (h)–The Procuring Agency’s country is: Pakistan

GCC 1.1 (i)–The Service Provider is: _____

2. Performance Guarantee (GCC Clause 6)

GCC 7.1–As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: 05% of the Contract Amount.

3. Incidental Materials (GCC Clause 7)

GCC 7.1–Incidental materials to be provided as in Scope of Services

4. Payment (GCC Clause 8)

GCC 8.1–the method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:

Payment for Services provided:

- i. Payment will be made in Pak. Rupees.
- ii. The Invoice of the Service Provider shall be submitted as follows;

Invoice Checklist (to be attached with invoice)			
Sr.	Description	Annexure	Attached
1.	Request of the Service Provider on Covering Letter	A.	
2.	Original Invoice/Bill(s)	B.	
3.	Separate Corrected Invoice, if required.	C.	
4.	Penalties Calculation Sheet signed by Authorized Person and must be shared with the Service Provider for their record.	D.	
5.	Salary Verification and E-channel Receipt signed & stamped by Service Provider	E.	
6.	Supplies Detail, Report Inspection, Consumption Report, Stock Register, Dead Stock Register. Etc	F.	
7.	Bio Metric Attendance as mentioned in Scope of Services from 2 nd month	G.	
8.	Proof of Spending System Maintenance i.e. Quotations, Vouched Accounts etc	H.	
9.	Any other document if required for processing of payments.	I.	

10.	EOBI/ PESSI/IESSI Deposit Receipt	J.	
<p>Note:</p> <p>a) The Service Provider must submit the Invoice in proper File Cover so that the documents to be attached by Hospital Administration don't get spoiled and disintegrated.</p> <p>b) Biometric Attendance signed by hospital .</p> <p>c) The page numbering of the whole Invoice must be done adequately and documents must be attached in the same sequence / order as mentioned in the table.</p>			

5. Prices (GCC Clause 9)

GCC 9.1—Prices shall be fixed and shall not be adjusted. However, in case of change in minimum wage rate and taxes through official notification; the contract price based on minimum wage rates and taxes shall be adjusted on prorated basis, as decided by the Procuring Agency.

6. Liquidated Damages (GCC Clause 15)

As per GCC 15.1

In addition to that, details of Fines and Penalties are attached as follows.

S. NO.	DESCRIPTION	PENALTY RATE
1	Service Provider Fails to hire 100% of contracted Human Resource. It shall be construed as a failure to enroll 100% contracted HR if an employee has not been hired or resigned / left for more than 07 days.	PKR 10,000 per month / per employee.
2	If an employee (s) from contracted Human Resource is / are absent for a particular day.	PKR 1,500 / day
3	If an employee (s) from contracted Human Resource is / are absent during public/local holidays or any other special occasions.	PKR 2,000 / Day (Not to be duplicated with penalty at Sr No 2)
4	If any worker (after performing duties for complete month) is not paid minimum wage as per the number of days he / she performed the duty.	Rs. 2,000 + (Difference of amount between paid salary and notified / applicable minimum wage rate) shall be imposed as penalty per person per month for that particular month only.
5	If an employee leaves or arrives late with a time margin of 15 Minutes	Rs. 500 / Employee / Day
7	Staff is found without uniform.	Rs. 500 will be charged for each such staff for that day.
8	Non-Availability of Tool Kits / Instruments as mentioned in the Schedule of Requirement.	Rs. 2,000 / Day
9	Any protest or strike observed by the staff and verified by the concerned hospital.	Rs. 100,000 per incident per day till calling off the strike

10	Complaints not resolved due to non-availability of spare inventory as mentioned in the schedule of requirement.	For a given month if more than 03 cases / complaints remained unresolved within 6 hours due to non-availability of spare inventory a fixed penalty of 10,000/ per Day shall be charged.
11	Complaints not resolved due to non-availability of petty cash as mentioned in the schedule of requirement.	For a given month if more than 03 cases / complaints remained unresolved in the prescribed timeframe due to non-Availability of petty cash a fixed penalty of 20,000 / month shall be charged.
12	Preventive Maintenance is not executed within 07 Days after approval from hospital.	Rs. 20,000 / Day
13	In case any (Public / General) complaint is received attributable to misconduct / misbehavior of service provider's personnel & is assessed as true by hospital administration, (depending on the severity of the incidence) for each such incident shall be levied and the same shall be deducted from service provider's bill. The service provider must require surrendering the accused personnel up till the charge will be proven or otherwise.	Up to Rs. 30,000 as per severity of the matter, to be determined by the hospital administration through an inquiry.

7. Resolution of Disputes (GCC Clause 20)

GCC 20.2–The dispute resolution mechanism to be applied pursuant to GCC Clause 20.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Service Provider, the dispute shall be referred for Arbitration in accordance with the Arbitration Act 1940.

8. Governing Language (GCC Clause 21)

GCC 21.1–The Governing Language shall be English

9. Applicable Law (GCC Clause 22)

GCC 22.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

10. Notices (GCC Clause 23)

GCC 23.1–Procuring Agency's address for notice purposes: [Mayo Hospital Lahore / Procuring Agency]

Service Provider's address for notice purposes:

11. Duration of Contract (GCC Clause 26)

GCC 26. The contract shall come in to force from the date of signing of contract or date of commencement of services whichever is earlier. Initially the contract will be for one (1) year. However, the same would be extended by the competent authority, on the satisfactory performance by the contractor for further a period of one year on the same rate & TORs. Extension in the contact agreement shall be the discretion of the procuring agency and the contractor has no right to claim further extension as a matter of right in the contract.

12. Up-Time Guarantee:

- a. Service Provider shall ensure to keep down time of each HVAC system at minimum level but guarantee a minimum 95% uptime during the period of Contract. The down time of each department/compound/building will be calculated separately and the average of all departments/compounds/buildings will be the final down time. If the HVAC systems is failed the achieve 95% uptime, then a penalty will be applied according to following schedule;

UP-Time	Penalty
95-100%	None
85-94%	The contract will be extended to a period “X” at no further cost, where X= down time x factor 2.0
84% & Below	The contract will be extended to a period “X” at no further cost, where X= down time x factor 3.0 OR “Termination of the Contract and recovery of all losses from the Service Provider” The Procuring Agency will consider appropriate action from above.

- b. Down time will start when the Procuring Agency notifies the defect to the Service Provider verbally or in writing. The response time of 24-hours will be considered as normal.
- c. The Procuring Agency jointly with the Service Provider, shall measure system performance after every three (3) months (quarterly basis) during the period of Contract. At the end of each quarter, “uptime percentage” will be calculated as per clause 12(a) above and penalties shall be imposed on the Service Provider. Notwithstanding anything contrary hereinafter, if at any time during the period of the Contract, the Procuring Agency acting reasonable discovers that the Service Provider may not achieve 84% up time during the year, the Procuring Agency shall notify to the Service Provider to make arrangement to ensure at least 84% up time for the year within 30 days.

If the Service Provider remains unable to make such arrangements up to the satisfaction of the Procuring Agency within 30 days,

- d. The Procuring Agency may terminate the Contract and shall recover all losses from the Service Provider.
- e. Shutdown of the system for pre-scheduled maintenance with prior approval of the Procuring Agency shall not be treated as down time.
- f. The down time penalties are in addition to liquidated damages defined in clause 6 of SCC.
- g. All replaced parts will be the property of the procuring agency and the new parts will be installed after inspection by the inspection committee of the Hospital.
- h. The service provider will ensure the availability of all parts every time in the Hospital by depositing / submitting in the electric store.
- i. The concerned store keeper will be responsible to receive and hold inspection of submitted parts within time.
- j. The procuring agency will not be responsible to facilitate the workers of the vendor in any manner except mentioned in this bidding document (if any).

Section-VII. Schedule of Requirements/ Deployment Plan

The service provider will provide operational and maintenance services 24/7/365 basis.

PROVISION OF 365 DAYS /24 HOURS HVAC SERVICES IN [MAYO HOSPITAL LAHORE]		
S#	Requirement of HR	Qty
1.	Resident Engineer (BSc)	01
2.	Supervisor / Shift Incharge	05
3.	Technician (Mechanical)	10
4.	Electrician	05
5.	Plumber	02
6.	Hospital may add other HR as per requirement	--

List of Major Parts

[The hospital will add major parts and spare parts which will be required for the maintenance of HVAC. If HVACs are of different manufacturer, the hospital will define the list as per HVAC]

PART A

SR. NO.	DESCRIPTION	QTY	Scope of work
01	Air Handling Unit (DX-Coil with condensing unit) (Mecair) 08 Ton	07	Operations Only
02	Air Handling Unit with condensing unit 17 Ton (Trane)	01	
03	Laminar Air Flow	05	
04	Hepa Filter Box (KLC)	04	
05	Hpea Terminal Filter	02	
06	Electrical Panel, Cables and System.	02	
07	Instruments, Temperature meters.	01 Lot	
08	Humidifier with water and electrical connections (Devatech)	07	
09	Heating system with electrical duct heaters	08	
10	Whole ducting system including air devices and dampers	01 Lot	
11	Air Curtains	05	
12	Exhaust Fan (Sasa)	03	

PART B

SR:#	DESCRIPTION	Quantity	Scope of work
01	Carrier Water Cooler Packaged Type Air Conditioner complete accessories 40 Ton	03	Service & Maintenance with Operations
02	Carrier Water Cooler Packaged Type Air Conditioner complete accessories 35 Ton	01	
03	Carrier Mini Air Handling Units for Radiology Department MAHU CGL 01 MAHU GFL 02, MAHU FF 01 to 04 (24 TONS)	02	
04	Carrier Matching Condensing Unit of MAHU	02	

05	Nihon Spindle Induced draft Cross Flow Square type FRP Cooling Tower 225 HRT	01
06	Condenser Water Pumps end suction type of KSB and Siemens Motor 510 GPM	02
07	Heating System with Electrical Duct Heaters	01
08	Instruments, Pressure Gauges & Temperature Meters	01 Lot
09	Water Treatment Dosing System	01 Lot
10	Whole Condenser Water Piping System including Valves & Accessories	01 Lot
11	Whole Ducting System including Air Devices and Dampers	01 Lot

NOTE: - if any other part / equipment which is not mentioned in the aforementioned list goes out of order. The firm will be responsible for rectifying the problem and repair / replacement of equipment / part(s).

TOOL KIT

The tool kit should have comprised of at least following tools

Sr No	Item Description	QTY
1	Tool Box Set (For All)	1
2	Helmets (For All)	1/Person
3	Safety Gloves Rubber (For All)	1/Person
4	Safety Gloves Leather (For All)	1/Person
5	Spanner set/Chabbi set (For All)	1
6	Steel Tape 5m (For All)	1
7	T-Rod (For All)	1
8	Extension Cords Min 35yards (For All)	1
9	Cleaning brush (For All)	1
10	Hammer (For All)	1
11	Small hammer (For All)	1
12	9" Side Cutting Plier (For All)	1
13	8" Long Nose plier (For All)	1
14	Step ladder (For All)	1
15	Adjustable Pipe wrench 12" (Electrician , AC Tech & Carpenter)	1
16	Adjustable Piper wrench 14 " (Electrician , AC Tech & Carpenter)	1
17	Screw Driver set (Electrician , AC Tech & Carpenter)	1
18	Screw Wrench 12" (Electrician , AC Tech & Carpenter)	1

19	Screw Wrench 15" (Electrician , AC Tech & Carpenter)	1
20	Mini File (Electrician , AC Tech & Carpenter)	1
21	Jamoor (Electrician , AC Tech & Carpenter)	1
22	Hack Saw(AC Tech, Plumber & Carpenter)	1
23	Tester (Elect)	3
24	Digital Multi-meter (Elect)	1
25	Cordless Drill Machine (Elect)	1
26	Mini Tube cutter (AC Tech)	1
27	Line Gauge (AC Tech)	1
28	Feeler Gauge (AC Tech)	1
29	Flaring Tools Set (AC Tech)	1
30	Chalk Line (Carpenter)	1
31	Air Blower (AC Tech)	1
32	Allen keys imperial/metric (Carpenter)	1
33	Socket set (Plumber)	1
34	Flashlight, small/large (Plumber)	1
35	Drywall knife (Plumber)	1
36	High pressure Gauge (AC Tech)	1
37	Welding Plant for AC	1
38	Air Conditioner service Gun	1
39	Welding Plant	1

** Any other item/tool required by the Procuring Agency will be duly incorporated in the above mentioned list upon receipt of official demand*

Section-VIII: Forms

8.1 Bid Form

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

Date: _____

To

Chief Executive Officer/ Head of Institution
[Mayo Hospital Lahore]

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, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 05% of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree that our Bid will be valid for a period of 180 Days from the date fixed to Bid opening under Clause 2.3.7 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following:-

All documents required in the Bidding Documents

Financial bid includes the following:-

- a) Original Bid form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 8.7**) to be reproduced on the letter head of the bidder duly signed and stamped.
- c) Original Bid Security Form (as per **form attached**) along with Original Bid Security (*Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO)*] valid for 180 Days.
- d) *Any other document required by the procuring agency not inconsistent with PPR-14.*

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20_____.

_____ _____
[signature] *[in the capacity of]*
 Duly authorized to sign Bid for and on behalf of _____

8.2. General Information Form

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

[To be attached with Technical Bid]

PARTICULARS			
Company Name			
Abbreviated Name			
National Tax No.		Sales Tax Registration No (if applicable)	
PRA Tax No.		Company's Date of Formation	
No. of Employees			

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

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

8.3. Affidavit

[To be printed on PKR 100 Stamp Paper, duly attested by Oath Commissioner.]

[To be attached with Technical Bid]

Name: _____
(Bidder)

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 the procuring agency, at any time, deems it necessary.

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

The undersigned understands that we have to comply with the Minimum Wage Rate Notification of the Government of the Punjab and shall pay the personnel accordingly.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[Insert Name of Hospital]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm has not been blacklisted by the Procuring Agency.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document is found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Bidder is not blacklisted by the Procuring Agency or subject to any pending litigation with any Government or Public Department.

[Name of the 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: _____

8.4. Performance Guarantee Form

To,

Chief Executive Officer / Head of Institution
[Mayo Hospital Lahore]

WHEREAS (Name of the Service Provider) _____ hereinafter called "the Service Provider" has undertaken, in pursuance of "INVITATION TO BID FOR THE "PROVISION OF HVAC SERVICES FOR OPERATIONS & MAINTENANCE IN [Insert Name and Address Of The Hospital]".

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 sum 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 written demand, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

[NAME OF GUARANTOR]

Signature _____
Name _____
Title _____
Address _____
Seal _____
Date _____

8.5. Technical Bid Form

[To be signed & stamped by the Bidder and reproduced on the letter head]

[To be attached with Technical Bid]

Insert Details Of Technical Offer Here

Stamp & Signature of Bidder _____

8.6. Contract Form

THIS AGREEMENT made on the ____ day of _____ 20__ between *[Insert Name of Hospital]*, (hereinafter called “the Procuring Agency”) on the one part and *[name of Service Provider]* of *[city and country of Service Provider]* (hereinafter called “the Service Provider”) on the other part:

WHEREAS the Procuring Agency invited Bids for *HVAC Services* at *[Insert Name of Hospital]* and has accepted a Bid by the Service Provider for the supply of those services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Scope of Services;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Agency’s Notification of Award.
 - (g) the Performance Bank Guarantee
 - (h) Complete Bidding document
 - (i) Any other document deemed necessary by the Procuring Agency.
3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to provide the services in accordance with the provisions of the Contract and as required under **Section VII** Schedule of Requirements/ Deployment Plan.
4. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of services, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Signed, sealed, delivered by _____ the _____ (for the Service Provider)

8.7. Financial Bid Form/Price Schedule

[To be signed & stamped by the Bidder and reproduced on the letter head]

[To be attached with Financial Bid]

[Please follow the Minimum wage rate, which should be strictly adhered to as per prevailing rates in addition to Management Charges]

{Location, Date}

To

Chief Executive Officer / Head of Institution

[Mayo Hospital Lahore]

We, the undersigned, offer to provide the services for tender of Procurement of HVAC Services for **[Insert Name Of Hospital]** in accordance with your Bidding Document dated **[Insert Date]** and our Technical Bid.

Our attached Financial Bid(s) are hereby submitted as per bid form for the accumulative amount {Indicate the corresponding amount(s) currency (ies)} **[Insert Amount(s) In Words and Figures]**, inclusive of all taxes. The estimated amount of taxes is **[Insert Currency]** **[Insert Amount In Words and Figures]**. Our Bid shall be binding upon us up to expiration of the validity period of the Bid.

No commissions or gratuities have been paid or are to be paid by us to agents or any third party relating to this Bid and Contract execution.

Sr. No.	Description	Quoted Rats
01	Total Cost of Part-A	
02	Total Cost of Part-B	
Grand Total		

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

Financial Bid Form 8.7.2

[To be signed & stamped by the Bidder and reproduced on the letter head]

[To be attached with Financial Bid]

HVAC SERVICES FOR **[Insert Name Of Hospital]**

Name of Bidder:

Mailing Address:

Income Tax Registration No.

PRA Registration No.

GST Registration No (if applicable).

PESSI/ IESSI Registration No.

EOBI Registration No.

Total Amount on monthly basis (PKR) as per Financial Bid Form 8.7.3: _____

Total Amount on annual basis (PKR) as per Financial Bid Form 8.7.3: _____

Sign:

Designation:

Stamp:

Financial Bid Form 8.7.3

[To be signed & stamped by the Bidder and reproduced on the letter head]

[To be attached with Financial Bid]

COST OF THE SERVICES			
Services name	Annual Price without Taxes (in PKR)	Applicable Tax (in PKR)	Total Price with all Applicable Taxes (in PKR) (A)
Outsourcing of HVAC Services for Operations & Maintenance			
One-Time Repair Cost of HVAC (for out of order system) [The Hospital may delete if the system is functional]			
Total (A)			

COST OF THE MAJOR PARTS				
S#	Name part	Price without Taxes (in PKR)	Tax (in PKR)	Total Price with all Applicable Taxes (in PKR) (B)
1.				
2.				

Note: The service provider will provide the major parts mentioned above as per quoted rates during the contract period

COST OF THE BID	
Total Price with all Applicable Taxes (in PKR) of Services (A)	70%
Total Price with all Applicable Taxes (in PKR) of major parts (B)	30%
Total Price for financial Evaluation	100%

The bids will be evaluated on least cost method.

Sign & Stamp of the authorized person

8.8. 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 services]* (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 to *[Insert Name of Hospital]*, (hereinafter called “the Procuring Agency”) in the sum of Rs. _____ 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]

ANNEXURE - A

FINES & PENALTIES

S. NO.	DESCRIPTION	PENALTY RATE
1	Service Provider Fails to hire 100% of contracted Human Resource. It shall be construed as a failure to enroll 100% contracted HR if an employee has not been hired or resigned / left for more than 07 days.	PKR 10,000 per month / per employee.
2	If an employee (s) from contracted Human Resource is / are absent for a particular day.	PKR 1,500 / day
3	If an employee (s) from contracted Human Resource is / are absent during public/local holidays or any other special occasions.	PKR 2,000 / Day (Not to be duplicated with penalty at Sr No 2)
4	If any worker (after performing duties for complete month) is not paid minimum wage as per the number of days he / she performed the duty.	Rs. 2,000 + (Difference of amount between paid salary and notified / applicable minimum wage rate) shall be imposed as penalty per person per month for that particular month only.
5	If an employee leaves or arrives late with a time margin of 15 Minutes	Rs. 500 / Employee / Day
7	Staff is found without uniform.	Rs. 500 will be charged for each such staff for that day.
8	Non-Availability of Tool Kits / Instruments as mentioned in the Schedule of Requirement.	Rs. 2,000 / Day
9	Any protest or strike observed by the staff and verified by the concerned hospital.	Rs. 100,000 per incident per day till calling off the strike
10	Complaints not resolved due to non-availability of spare inventory as mentioned in the schedule of requirement.	For a given month if more than 03 cases / complaints remained unresolved within 6 hours due to non-availability of spare inventory a fixed penalty of 10,000/ per Day shall be charged.
11	Complaints not resolved due to non-availability of petty cash as mentioned in the schedule of requirement.	For a given month if more than 03 cases / complaints remained unresolved in the prescribed timeframe due to non-Availability of petty cash a fixed penalty of 20,000 / month shall be charged.
12	Preventive Maintenance is not executed within 07 Days after approval from hospital.	Rs. 20,000 / Day

13	In case any (Public / General) complaint is received attributable to misconduct / misbehavior of service provider's personnel & is assessed as true by hospital administration, (depending on the severity of the incidence) for each such incident shall be levied and the same shall be deducted from service provider's bill. The service provider must require surrendering the accused personnel up till the charge will be proven or otherwise.	Up to Rs. 30,000 as per severity of the matter, to be determined by the hospital administration through an inquiry.
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ANNEXURE - B

SALARY VERIFICATION CERTIFICATE BY HOSPITAL AUTHORIZED PERSON

SALARY VERIFICATION CERTIFICATE					
For the Month of _____					
Sr.	Name of Staff	CNIC	No. of Days Worked	Amount Paid	(Verified / Not Verified)
1					
2					
3					
4					

Signature & Stamp of Authorized Person

Note: The Service provider shall be bound to pay its staff before 10th of each month through E-channel only, and the E-channel Receipt (signed & stamped by Service Provider) must be attached with the Monthly Invoice of the same month for processing. However, E-channel receipt shall be a mandatory part of monthly invoice from the second month of commencement of services. It is further clarified that above Salary Verification Certificate for a particular month should be part of monthly invoice from the day first.

SECTION IX- CHECK LIST

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

The sequence of Technical Bid must be as per below mentioned table.

MANDATORY REQUIREMENTS		
1.	Bid Security of estimated cost of articles / items given by the department. The copy of Bid Security must be submitted with Technical Bid and original shall be attached with the Financial Bid.	Flag - A
2.	Technical Bid Form (as per of Bidding documents) on letter head of the firm duly signed and stamped.	Flag - B
3.	Bid Form (as per Bidding documents) on letter head of the firm, duly signed and stamped.	Flag - C
4.	Performance Guarantee Form (as per of Bidding documents) on letter head of the firm, duly signed and stamped.	Flag - D
5.	General Information Form (as per Bidding documents) on letter head of the firm duly signed and stamped.	Flag - E
6.	<p>Affidavit (as per bidding documents) on non-judicial Stamp Paper of Rs.100/-</p> <ul style="list-style-type: none"> (i) The firm has not been black listed by the Procuring Agency. (ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws. (iii) Affidavit for correctness of information. (iv) Undertaking that the personnel shall be given minimum wage salary notified by the Punjab Government or more. (v) Bidder is neither blacklisted by the Procuring Agency nor is any litigation pending in this regard. <p>Affidavit for correction of information Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.</p>	Flag - F
7.	The Bidder shall be a legally registered entity with the formal intent to enter into an agreement.	Flag - G
8.	The Bidder must have an active National Tax Number (NTN).	Flag - H
9.	The Bidder must have an active Punjab Revenue Authority (PRA) registration Number.	Flag - I
10.	The Bidder shall have valid registrations with EOBI and PESSI/ IESSI and ensure that they adhere to the guidelines / laws of the said entities.	Flag - J
11.	The copy of the Bidding Document duly signed and stamped on each page by the Bidder shall be attached with the Technical Bid whose each page must also be signed and stamped by the bidder.	Flag - K
Technical Evaluation Criteria		

Experience and past performance of the firm		
1.	Projects	Flag - L
Human Resource and Managerial Strength		
2.	Number of Staff	Flag - M
Financial Capability/strength		
3.	Tax Returns /Audited Financial Statements of the requisite financial years	Flag - N
Any other documents required in this Bidding Documents		

Stamp & Signature of Bidder _____