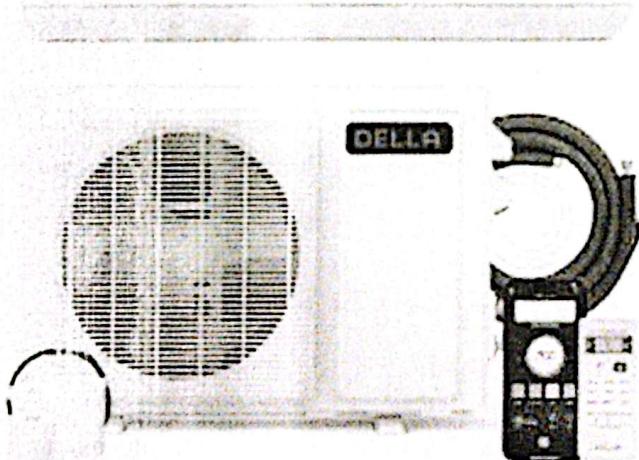




**SPECIALIZED HEALTHCARE &
MEDICAL EDUCATION DEPARTMENT
GOVERNMENT OF THE PUNJAB**

FINANCIAL YEAR – 2025-26

**E-BIDDING DOCUMENTS OF CONTRACT FOR SERVICE &
MAINTENANCE / REPAIR OF ALL SPLIT & PACKAGE TYPE AIR
CONDITIONERS OF DIFFERENT CAPACITY I.E 01 TON, 1.5 TON, 02 TON,
05 HP 7.5 HP, 10 HP & 15 HP ETC. WITHOUT PARTS & SUPPLY OF
REQUIRED PARTS "AS AND WHEN REQUIRED BASIS" WITH
INSTALLATION FOR THE PERIOD OF ONE YEAR.**



[MAYO HOSPITAL LAHORE]

BID Reference No.

M. S. A. A. M.

REQUEST FOR PROPOSAL

HIRING OF FIRM FOR SERVICE & MAINTENANCE / REPAIR OF ALL SPLIT & PACKAGE TYPE AIR CONDITIONERS OF DIFFERENT CAPACITY I.E 01 TON, 1.5 TON, 02 TON, 05 HP 7.5 HP, 10 HP & 15 HP ETC. WITHOUT PARTS & SUPPLY OF REQUIRED PARTS "AS AND WHEN REQUIRED BASIS" WITH INSTALLATION FOR THE PERIOD OF ONE YEAR.

PRE-BID MEETING WILL BE HELD ON
27/01/2026 AT 10:30 A.M
IN THE COMMITTEE ROOM OF
MAYO HOSPITAL, LAHORE.

DUE DATE FOR TENDER OPENING

06/02/2026
AT 11:00 AM IN THE CONFERENCE ROOM
SUGICAL TOWER, MAYO HOSPITAL, LAHORE

CHIEF EXECUTIVE OFFICER
MAYO HOSPITAL LAHORE

*Mr. Asif Ali Khan
Avv*

Table of Contents

Request for proposal.....	2
Invitation to Bid).....	6
SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)	8
2.1 INTRODUCTION.....	8
2.1.4. Scope of Bid.....	8
2.1.5. Source of Funds.....	9
2.1.6. Eligible Bidders	10
2.1.7. Cost of Bidding	10
2.1.8. One person one bid	10
2.1.9. Work Plan/ Deployment Plan.....	10
2.2 THE BIDDING DOCUMENTS.....	10
2.2.1. Content of Bidding Documents	10
2.2.2. Clarification of Bid Documents	11
2.2.3. Amendment of Bidding Documents	12
2.3 PREPARATION OF E-BIDS.....	12
2.3.1. Language of E-Bid.....	12
2.3.2. E-Bid Form	12
2.3.3. E-Bid Prices	12
2.3.4. E-Bid Currencies.....	13
2.3.5. Documents Establishing E-Bidder's Eligibility and Qualification	13
2.3.6. Bid Security.....	13
2.3.7. Period of Validity of E-Bids.....	14
2.3.8. Format and Signing of E-Bid.....	14
2.3.9. Minimum Wage rates/all applicable taxes	14
2.4 SUBMISSION OF E-BIDS.....	14
2.4.1. Sealing and Marking of E-Bids	14
2.4.2. Deadline for Submission of Bids	15
2.4.3. Late Bids.....	15
2.4.4. Modification and Withdrawal of Bids	15
2.5 OPENING AND EVALUATION OF E-BIDS	15
2.5.1. Opening of Bids by the Procuring Agency.....	15
2.5.2. Confidentiality.....	15
2.5.3. Clarification of E-Bids	16
2.5.4. Preliminary Examination.....	16
2.5.5. Examination of Terms and Conditions; Technical Evaluation of E-Bids.....	17
2.5.6. Correction of Errors	17
2.5.7. Conversion to Single Currency	18
2.5.8. Post-qualification & Evaluation of Bids.....	18
2.5.9. Contacting the Procuring Agency	18
2.5.10. Grievance Redressal	18
2.6 AWARD OF CONTRACT	19
2.6.1. Notification of Award	19
2.6.2. Performance Guarantee	19
2.6.3. Signing of Contract / Issuance of work Order	19
2.6.4. Award Criteria.....	20
2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award.....	20
2.6.6. Procuring Agency's Right to Accept or Reject All E-Bids	20
2.6.7. Re-E-Bidding	20
2.6.8. Corrupt or Fraudulent Practices.....	20
SECTION-III. SCOPE OF SERVICES	22
3. SCOPE OF SERVICES.....	22
3.1.1 Background.....	22
3.1.2 Contextual Information	22
3.1.3 Scope of Services.....	22

3.1.4 Operational Responsibilities (HUMAN RESOURCE).....	22
4 Requirements during first month	25
5 Documents required at the conclusion of the contracts.....	25
6. Complaint resolution mechanism	25
7. Part Replacement Mechanism	25
8. Terms of Reference for repair and maintenance of equipment.....	25
SECTION-IV: BID DATA SHEET	27
4.1. BID DATA SHEET (BDS).....	27
2.6.1. Technical Evaluation Criteria	27
i. (Knockdown Criteria)	27
SECTION-V: GENERAL CONDITIONS OF CONTRACT	31
1. DEFINITIONS	31
2. APPLICATION	31
3. COUNTRY OF ORIGIN	31
4. STANDARDS	31
5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PROCURING AGENCY	31
6. PERFORMANCE GUARANTEE	32
7. INCIDENTAL MATERIAL	32
8. SPARE PARTS	32
9. WARRANTY	32
10. PAYMENT	33
11. PRICES	33
12. CHANGE ORDER	33
13. CONTRACT AMENDMENTS	33
14. ASSIGNMENTS	33
15. SUBCONTRACTS	33
16. DELAYS IN THE SERVICE PROVIDER'S PERFORMANCE	33
17. LIQUIDATED DAMAGES	34
18. TERMINATION FOR DEFAULT	34
19. FORCE MAJURE	36
20. TERMINATION FOR INSOLVENCY	36
21. TERMINATION FOR CONVINCE	37
22. RESOLUTION OF DISPUTES	37
23. GOVERNING LANGUAGE	37
24. APPLICABLE LAW	37
25. NOTICES	37
26. TAXES AND DUTIES	37
27. EXTENSION IN CONTRACT PERIOD	38
28. DURATION OF CONTRACT	38
SECTION-VI. SPECIAL CONDITIONS OF CONTRACT	39
1. Definitions (GCC Clause 1).....	39
2. Performance Guarantee (GCC Clause 6)	39
3. Incidental Material (GCC Clause 7)	39
4. Payment (GCC Clause 10)	39
5. Prices (GCC Clause 11).....	39
6. Resolution of Disputes (GCC Clause 22)	40
7. Governing Language (GCC Clause 23)	40
8. Applicable Law (GCC Clause 24).....	40
9. Notices (GCC Clause 25)	40
10. Duration of Contract (GCC Clause 28)	40

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SECTION-VII. SCHEDULE OF REQUIREMENTS/ DEPLOYMENT PLAN.....	41
SECTION-VIII: FORMS	41
List of Tool Kit	41
8.1 E-BID FORM.....	43
8.2. GENERAL INFORMATION FORM.....	45
8.3. AFFIDAVIT.....	46
8.4. PERFORMANCE GUARANTEE FORM.....	47
8.5. TECHNICAL BID FORM	48
8.6. CONTRACT FORM	49
8.7. FINANCIAL BID FORM/PRICE SCHEDULE.....	50
8.7.2 Financial E-BID FORM.....	56
8.7.3 E-BID SECURITY FORM	57
ANNEXURE – A (FINES & PENALTIES).....	58
ANNEXURE – B (Draft Agreement).....	60
SECTION IX - Check List	62

SECTION-I: INVITATION TO E-BIDS

SUBJECT: CONTRACT FOR SERVICE & MAINTENANCE / REPAIR OF ALL SPLIT & PACKAGE TYPE AIR CONDITIONERS OF DIFFERENT CAPACITY I.E 01 TON, 1.5 TON, 02 TON, 05 HP 7.5 HP, 10 HP & 15 HP ETC. WITHOUT PARTS & SUPPLY OF REQUIRED PARTS "AS AND WHEN REQUIRED BASIS" WITH INSTALLATION FOR THE PERIOD OF ONE YEAR.

1. E-bids are invited from E-bidders i.e., firms/companies/sole proprietor etc, registered on e-Punjab Acquisition & Disposal System (e-PADS) and with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.) regarding contract for service & maintenance / repair of all split & package type air conditioners (without parts) for financial year 2026-27 for round the clock (365 Days / 24 Hours a Day including Sundays and Holidays, as per details mentioned in the Schedule on of Requirement for a period of One Year (Extendable for One Year/on Quarterly satisfactory Basis, The e-bidders should submit e-bids through E-PADS. The E-bids shall be received as per Single Stage Two Envelope Procedures.
2. A complete set of E-bidding Documents containing detailed terms and conditions and scope of services is readily available and can be viewed on the website of Mayo Hospital Lahore / Portal of e-PADS or may be downloaded from the website of Mayo Hospital - Procuring Agency (www.mayohospital.gop.pk), Punjab Procurement Regulatory Authority (www.ppra.punjab.gov.pk) and e-Punjab Acquisition and Disposal System (e-PADS) (<https://punjab.eprocure.gov.pk>).
3. E-bids shall be submitted online as per tender notice on e-PADS (<https://punjab.eprocure.gov.pk/>). The E-bids received till the Stipulated Date and Time shall be opened on the same Day after 30 minutes of the E-bid submission time, in the presence of the E-bidders) or their Designated Representatives who wish to be present. The E-bids received after the Closing Time and Date shall not be acceptable.
4. The Interested Eligible E-bidder may obtain further information or clarification regarding the E-bidding Documents from the Office of Chief Executive Officer, Mayo Hospital, Lahore at the address given below before E-bid opening date within working hours. E-bid Validity is 180 Days from the date of opening of the E-bids. The Procuring Agency shall not be responsible for any failure on part of Firms to submit an e-E-bid or account of any technical error or Internet Failure.
5. Mayo Hospital, Lahore, will not be responsible for any cost or expense incurred by the E-bidders in connection with the participation or submission of E-bids. In case of Official Holiday on the day of submission of E-bids, next day will be treated as Closing Date. Procurement shall be governed by Punjab Procurement Rule 2014 (amended and updated till date) and Punjab Procurement Regulations 2024.
6. The e-bidders shall bring 2% E-bid Security of estimated cost as mentioned in Tender Documents, on the date of Tender opening in the form of Bank Draft / Bank Guarantee with 100% encasement warranty, duly confirmed by the concerned Bank, with minimum validity

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period of 180 days, issued by any scheduled Bank of Pakistan, in the name of Chief Executive Officer, Mayo Hospital, Lahore. The same shall be uploaded as part of Technical Proposal.

7. The complete E-bids must be submitted online on e-Procurement System(EPADS) website (<http://punjab.eprocure.gov.pk> as per the following schedule:
8. Original E-bid Security Instrument must be submitted in an envelope clearly marked with the E-bidding Document Number and Title, before the E-bid Submission deadline at the address of procuring agency given below.
9. The E-bids shall be received as per "Single Stage Two Envelope E-bidding Procedure" as envisaged under Rule 38(2)(a) of Punjab Procurement, Rules, 2014 (amended). All the Prospective E-bidders shall be Evaluated Technically as per the Knockdown Criteria given in the E-bidding Document and only the E-bidders who comply with knockdown criteria will be declared as Technically Responsive E-bidders.
10. In case of any official or local holiday, failing on the last date for submission of the E-bids, the Next Working Day will automatically be the last date for submission and opening of the E-bids.

Note:

Any Clarification regarding E-bidding Documents /Specifications should be submitted on e-PADS only within Five (05) Days of Publication of Tender Notice and will be addressed by Grievance Committee. The minutes of decision regarding any Clarification will be uploaded on e-PADS as well as Official Website of Mayo Hospital, Lahore, three Days before opening of Tender and will be the part of E-bidding Document if

Name of Procuring Agency: Mayo Hospital, Lahore

Corresponding Address: Chief Executive Officer /Mayo Hospital Lahore
Near Nila Gumbad Lahore

Telephone No(s) : +92-42-99211129-232,180

Fax No.: +92-42-99211115

Email: mayohospital@gmail.com


CHIEF EXECUTIVE OFFICER
MAYO HOSPITAL, LAHORE

INSTRUCTIONS TO E-BIDDERS (ITB)

Note:-

- * All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the later shall prevail.
- * In case of conflict between Invitation to E-bidders and E-bidding Document, the provisions of e-bidding documents shall prevail.

2.1. INTRODUCTION

2.1.1 Scope of E-bid

- i) Mayo Hospital Lahore, the procuring agency as indicated in Bid Data Sheet invites bids for the provision of services as specified in the section-IV Bid Data Sheet (BDS) and Section III- Scope of services and Section VII – Schedule of requirements. The successful bidders are supposed to provide the services for the specified period and timeline(s) as stated in BDS. Mayo Hospital required to make annual service & maintenance contract of AC's for the period of one year.

2.1.2 Source of Funds

- i) Government of the Punjab

2.1.3 Eligible E-bidders:

Mayo Hospital, Lahore, the Procuring Agency (PA), as indicated in the E-bid Data Sheet (BDS) invites E-bids for the provision of Services as specified in the Section-IV E-bid Data Sheet (BDS) and Section III - Scope of Services & Section VII- Schedule of Requirements. The successful E-bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS.

Mayo Hospital, Lahore, the Procuring Agency receives budget from Government of Punjab.

The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to e-bids has been issued.

- i) The Invitation to E-bids is open to all Service Providers i.e., well reputed firms/companies/sole proprietor, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.), and registered on e- Procurement System (EPADS), except as provided hereinafter.
- ii) E-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 E-bids [if applicable].
- iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/ authority.
- iv) E-bidders shall not be under a declaration of blacklisting by any Government Department / other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA). During the

Procurement Process / execution of the Contract, if the firm / e-bidder is blacklisted by any Government department / other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA), if such blacklisted e-bidder wants to execute the contract awarded after its blacklisting, the e-bidder / firm shall provide 100 % Bank Guarantee against the awarded Contract value and in case the e-bidder regret to do so then the Procuring Agency may proceed with Second Lowest evaluated e-bidder.

- v) No Joint Venture (JV) is allowed / acceptable.
- vi) The invitation for E-bids is open to all prospective Service Provider, Manufacturers or Authorized Agents/Dealers/Distributors subject to any provisions or licensing/regulatory requirements issued by the respective National/ Provincial Professional Statutory Body established for that particular trade or business as mentioned in e-bid data sheet.
- vii) A E-bidder shall not have a conflict of interest. All E-bidders found to have a conflict of interest shall be non-Responsive. A E-bidder may be considered to have a conflict of interest with one or more parties in this e-bidding process, if they:
 - a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for E-bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.
 - b) Have controlling shareholders in common; or
 - c) Receive or have received any direct or indirect subsidy from any of them; or
 - d) Have the same legal representative for purposes of this E-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 E-bid of another E-bidder, or influence the decisions of the Procuring Agency regarding this E-bidding process;
OR

2.1.3 Eligible Bidders

A E-bidder may be ineligible if -

- a) The E-bidder is declared bankrupt or, in the case of company or firm, insolvent;
- b) Payments in favor of the E-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 established against such E-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 E-bidder is convicted, by a final judgment, of any offence involving professional conduct;
- e) The E-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 E-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 or contractor is* blacklisted/ debarred by any international organization.
- ix) E-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.
- x) E-bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
- xi) E-bidders shall submit proposals relating to the nature, conditions and modalities of subcontracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the E-bid price is envisaged.

2.1.4 COST OF BIDDING:

- i) The E-bidder shall bear all costs associated with the preparation and submission of its E-E-bid, and the Procuring Agency named in the E-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 E-bidding Process.

2.1.5 ONE PERSON ONE BID

- i) As per Rule 36A of Punjab Procurement Rules 2014, E-bidder shall submit only one E-bid in the same e-bidding process.

2.1.6 WORK PLAN/ DEPLO

- i) The E-bidder shall be responsible for the provision of e-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 E-BIDDING DOCUMENTS

I) Content of E-bidding Documents,

The services required, E-bidding procedures, and contract terms are prescribed in the E-bidding documents. The E-bidding documents, inter alia, include:

- (a) Invitation to E-bids
- (b) Instructions to E-bidders (ITB)
- (c) Scope of Services
- (d) E-bid Data Sheet
- (e) General Conditions of Contract (GCC)
- (f) Special Conditions of Contract (SCC)
- (g) Schedule of Requirements
- (h) E-bid Form
- (i) General Information Form
- (j) Affidavit
- (k) E-bid Security Form

- (l) Technical E-bid Form
- (m) Contract Form
- (n) Financial E-bid Form / Price Schedule
- (o) Performance Guarantee Form
- (p) Check List

- ii) The E-bidder is required to examine all instructions, forms, terms and conditions, and scope of services in the E-bidding documents. Failure to furnish all information as required by the E-bidding documents or to submit a E-bid not substantially responsive to the E-bidding documents in every respect will be at the E-bidder's risk and may result in the rejection of its E-bid.
- iii) In case of discrepancies between the Invitation to E-bid and the E-bidding Documents listed in ITB 2.2.1 (i) above, the said E-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 E-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 E-bidder.

2.2.2. Clarification of E-bid Documents

A prospective E-bidder requiring any clarification of the E-bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to E-bid. The Procuring Agency will respond in writing to any request for clarification of the E-bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of E-bids prescribed in the E-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 E-bidders that have received the E-bidding documents.

- i) A prospective E-bidder requiring any clarification of the E-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.
- ii) 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 E-bids, as prescribed in ITB 2.2.2 (i), above.
- iii) Copies of the Procuring Agency's response will be forwarded to all identified Prospective E-bidders through an expeditious identified source of communication, e.g.: e- mail etc., including a description of the inquiry, but without identifying its source should the Procuring Agency deem it necessary to amend the E-bidding

Documents as a result of a clarification, it shall do so following the procedure under ITB 2.2.3.

- iv) If indicated in the BDS, the E-bidder's designated representative is invited at the E-bidder's cost to attend a pre-E-bid meeting at the place, date and time mentioned in the BDS. During this pre-E-bid meeting, prospective E-bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the E-bidding Documents.

2.2.3 Amendment of E-bidding Documents

- i) at any time prior to the deadline for submission of E-bids, but not later than three (3) days before the closing time of the submission of E-bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective E-bidder, may modify the E-bidding documents by amendment. Any such change/amendment in the E-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 E-bidders that have received the E-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 E-bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective E-bidder or pre-E-bid meeting may modify the E-bidding Documents by issuing addenda.
- iv) Any addendum issued including the notice of any extension of the deadline shall be part of the E-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 E-bidders reasonable time in which to take an addendum into account in preparing their E-bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of E-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 e-bidders.

2.3 PREPARATION OF E-BIDS

2.3.1	Language of E-bid	The E-bid prepared by the E-bidder, as well as all correspondence and documents relating to the E-bid exchanged by the E-bidder and the Procuring Agency shall be written in the language specified in the E-bid Data Sheet. Supporting documents and printed literature furnished by the E-bidder may be in same language.
2.3.2	E-Bid Form	The E-bidder shall complete the E-bid Form and the appropriate Price schedule (Financial E-bid) furnished in the E-bidding-documents.
2.3.3	E-Bid Price	i) The E-bidder shall indicate on form 8.7 the unit prices (where applicable) and total E-bid price of staff, the services of which it proposes to provide under the contract.

✓ *15/07/2024*

		<ul style="list-style-type: none"> ii) Prices indicated on the Price Schedule shall be as per format iii) The E-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 E-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 E-bidder shall be fixed during the E-bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the E-bid Data Sheet. A E-bid submitted with an adjustable price quotation will be treated as non-responsive and may be rejected.
2.3.4	E-Bid Currencies	<ul style="list-style-type: none"> i) Prices shall be quoted in PKR unless otherwise specified in the E-bid Data Sheet. ii) The E-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 financial e-bid.
2.3.5	Documents Establishing E-bidder's Eligibility and Qualification	<ul style="list-style-type: none"> i) Pursuant to ITB Clause 2.1.3, the E-bidder shall furnish, as part of its E-bid, documents establishing the E-bidder's eligibility to E-bid and its qualifications to perform the contract if its E-bid is accepted ii) The documentary evidence of the E-bidder's eligibility to E-bid shall establish to the Procuring Agency's satisfaction that the E-bidder, at the time of submission of its E-bid, is eligible as defined under ITB Clause 2.1.3. <ul style="list-style-type: none"> a) that the E-bidder has the financial, technical capability necessary to perform the contract; b) that the E-bidder meets the qualification criteria listed in the E-bid Data Sheet.
2.3.6	E-Bid Security	<ul style="list-style-type: none"> i) The E-bidder shall furnish, as part of its E-bid, a E-bid security in the amount specified in the E-bid Data Sheet ii) The E-bid security is required to protect the Procuring Agency against the risk of E-bidder's conduct, which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.6 iii) The E-bid security shall be in Pakistan Rupees and shall be in one of the following forms: <ul style="list-style-type: none"> a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) valid for 180 Days iv) Any E-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 E-bidders' E-bid security will be discharged or returned as promptly as possible after the expiration of the period of E-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: <i>"38(2)(a)(vii) the financial proposal of the E-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 E-bidder, whichever is later: provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive E-bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied</i>

*Fix by 01
AUG 2023*

		<p><i>with the proceedings of the Procuring Agency”</i></p> <p>vi) The successful E-bidder's E-bid security will be discharged upon The E-bid security may be forfeited if:-</p> <ol style="list-style-type: none"> if a E-bidder withdraws its E-bid during the period of E-bid validity specified by the E-bidder on the E-bid Form; or in the case of a successful E-bidder, if the E-bidder: <ol style="list-style-type: none"> fails to sign the contract in accordance with ITB Clause 2.6.3; or fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or is blacklisted under relevant provisions of PPRA Act, 2009 and PPR-14.
2.3.7	Period of validity of E-Bid	<p>i) E-bids shall remain valid for the period specified in the E-bid Data Sheet after the date of E-bid opening prescribed by the Procuring Agency. A E-bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.</p> <p>ii) In exceptional circumstances, the Procuring Agency may solicit the E-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 E-bid security provided under ITB Clause 2.3.7 shall also be suitably extended. A E-bidder may refuse the request without forfeiting its E-bid security. A E-bidder accepting the request will not be required nor permitted to modify its E-bid.</p>
2.3.8	Format and Signing of E-bid	<p>i) The E-bidder shall submit typed E-bid in original and shall be signed by the E-bidder to bind the E-bidder to the contract. All pages of the E-bid, shall be initialed and stamped by the person signing the E-bid.</p> <p>ii) Any interlineation, erasures, or overwriting shall not be valid and such E-bid shall be rejected.</p>
2.3.9	Minimum Wage rates / all applicable taxes	<p>i) The E-bidders must adhere to the minimum wage rate (notified by Labor & Human Resource Department), all applicable taxes (imposed by FBR/PRA/GST/any other government organization) and contributions (PESSI, EOBI) while preparing financial e-bid. (if and where applicable)</p>

2.4 SUBMISSION OF E-BIDS

2.4.1	Sealing and Marking of E-bids	<p>i) N/A</p> <p>THE COMPLETE E-BID BEARING THE TITLE OF PROCUREMENT ACTIVITY indicated in the e-bid data sheet the ITB TITLE AND NUMBER INDICATED in the e-bid data sheet, and a statement 'do not open before (____/____/2025) must be submitted online on E-PADS WEBSITE i.e https://punjab.eprocure.gov.pk E-E-BID must be submitted on the EPAD specified under BDS no later than the time and date specified in the E-bid Data Sheet. Physical e-bids shall not be accepted.</p> <p>ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of E-bids by amending the E-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 E-bidders previously subject to the deadline will thereafter be subject to the</p>
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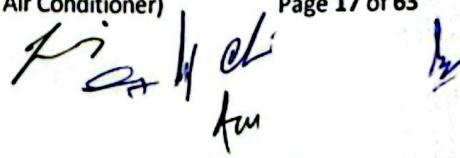
		deadline as extended.
2.4.2	Deadline for Submission of E-bids	<ul style="list-style-type: none"> i) Mentioned in bidding documents
2.4.3	Late E-bids	<ul style="list-style-type: none"> i) E-bid will not be accepted by the e-bidder on E-PAD after closing time.
2.4.4	Modification and Withdrawal of E-bids	<ul style="list-style-type: none"> i) No E-bid may be withdrawn in the interval between the deadline for submission of E-bids and the expiration of the period of E-bid validity specified by the E-bidder on the E-bid Form. Withdrawal of a E-bid during this interval may result in the E-bidder's forfeiture of its E-bid security (along with other remedies available under PPR-14)
2.5 OPENING OF EVALUATION OF E-BIDS		
2.5.1	Opening of E-bids by the Procuring Agency	<ul style="list-style-type: none"> i) The Procuring Agency will open the E-E-BIDS in public at the address, date and time specified in the BDS in the presence of E-bidders' designated representatives who choose to attend and other parties with a legitimate interest in the E-bid proceedings. The Financial Proposals will remain unopened on EPAD system until the time of their opening, as specified in BDS. The E-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 E-bidder; (b) Any other details as the Procuring Agency may consider appropriate. iii) E-bids not opened and not read out at the E-bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a E-bidder which is not read out at E-bid opening shall not be considered further. iv) E-bidders are advised to send in a representative with the knowledge of the content of the E-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 E-bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the E-bidder's E-bid. v) No E-bid will be rejected at the time of E-bid opening vi) The Procuring Agency shall prepare minutes of the E-bid opening. The record of the E-bid opening shall include, as a minimum: the name of the E-bidder and the E-bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a E-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 E-bidders upon request. vii) A copy of the minutes of the E-bid opening shall be furnished to individual E-bidders upon request.
2.5.2	Confidentiality	<ul style="list-style-type: none"> i) Information relating to the examination, clarification, evaluation and comparison of E-bids and recommendation of contract award shall not be disclosed to E-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-

		<p>14.</p> <ul style="list-style-type: none"> ii) Any effort by a E-bidder to influence the Procuring Agency processing of E-bids or award decisions may result in the rejection of its E-bid. iii) Notwithstanding ITB Clause 2.2.2 from the time of E-bid opening to the time of contract award, if any E-bidder wishes to contact the Procuring Agency on any matter related to the E-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 E-bids	<ul style="list-style-type: none"> i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of E-bids and post-qualification of the E-bidders, the Procuring Agency may, at its discretion, ask any E-bidder for a clarification of its E-bid including breakdown of prices. Any clarification submitted by a E-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 E-bid shall be sought, offered, or permitted. iii) The alteration or modification in the E-bid which in any way affect the following parameters will be considered as a change in the substance of a e-bid: <ul style="list-style-type: none"> a) evaluation & qualification criteria; b) Required scope for repair of <i>air conditioners</i> and related materials; c) all securities requirements; d) tax requirements; e) Terms and conditions of e-bidding documents. f) change in the ranking of the E-bidder iv) From the time of E-bid opening to the time of Contract award if any E-bidder wishes to contact the Procuring Agency on any matter related to the E-bid it should do so in writing or in electronic forms that provide record of the content of communication.
2.5.4	Preliminary Examination	<ul style="list-style-type: none"> i) The Procuring Agency will examine the E-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 E-bids are generally in order. ii) Arithmetical errors will be rectified on the following basis: - <ul style="list-style-type: none"> 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 E-bid may be rejected, and its E-bid security may be forfeited. b) If there is a discrepancy between words and figures, the amount in words will prevail. The E-bidding documents. For purposes of these Clauses, a substantially responsive E-bid is one which conforms to all the terms and conditions of the E-bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning E-bid Security (ITB Clause 2.3.7), Applicable Law (GCC



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		<p>Clause 30) Taxes and Duties (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation.</p> <p>iii) If a E-bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the E-bidder by correction of the non- conformity.</p> <p>iv) Prior to the detailed evaluation of E-bids, the Procuring Agency will determine whether each E-bid:</p> <ol style="list-style-type: none"> meets the eligibility criteria defined in ITB 2.1.3; has been prepared as per the format and contents defined by the Procuring Agency in the E-bidding Documents; has been properly signed; is accompanied by the required securities; and Is substantially responsive to the requirements of the E-bidding Documents. The Procuring Agency's determination of a E-bid's responsiveness will be based on the contents of the E-bid itself.
2.5.5	Examination of Terms and Conditions; Technical Evaluation & Evaluation of E-bids	<p>i) The Procuring Agency shall examine the E-bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the E-bidder without any material deviation or reservation.</p> <p>ii) The Procuring Agency shall evaluate the technical aspects of the E-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.</p> <p>iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the E-bid is not responsive in accordance, it shall reject the E-bid.</p>
2.5.6	Correction of Errors	<p>i) E-bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ol style="list-style-type: none"> 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; 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 Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of E-bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors. <p>ii) The amount stated in the E-bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the E-bidder shall be considered as binding upon the E-bidder. If the E-bidder does not accept the corrected amount, its E-bid will then be rejected, and the E-bid Security may be forfeited, or the E-bid</p>



		Securing Declaration may be executed in accordance with ITB 2.3.7.
2.5.7	Conversion to Single Currency	i) Not Applicable
2.5.8	Post Qualification Evaluation of E-Bids	<ul style="list-style-type: none"> i) In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the E-bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria. ii) The determination will take into account the E-bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the E-bidder's qualifications submitted by the E-bidder, as well as such other information required for eligibility/qualification expressed in E-bid Data Sheet as the Procuring Agency deems necessary and appropriate. iii) The Procuring Agency will technically evaluate and compare the substantially responsive E-bids, as per the Evaluation Criteria in the BDS. iv) The financial evaluation of a E-bid will be on the basis of form of Price Schedules/ Financial E-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	<ul style="list-style-type: none"> i) Subject to ITB Clause 2.5.3, no E-bidder shall contact the Procuring Agency on any matter relating to its E-bid, from the time of the E-bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the E-bidder wishes to bring additional information or has any grievance, they will do so in writing. ii) Any effort by a E-bidder to influence the Procuring Agency during E-bid evaluation, or E-bid comparison may result in the rejection of the E-bidder's E-bid.
2.5.10	Grievance Redressal	<ul style="list-style-type: none"> 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 E-bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the E-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 e-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 E-bidder feeling aggrieved by any act of the Procuring Agency after the submission of his E-bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final



		<p>evaluation reports. In case of single stage - two envelope e-bidding procedure any e-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 e-bidders (if any).</p> <p>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 e-bidding procedure is adopted.</p> <p>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.</p>
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2.6 AWARD OF CONTRACT

2.6.1	Notification of Award	<p>i) Prior to the expiration of the period of E-bid validity, the Procuring Agency will notify the successful E-bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its E-bid has been accepted.</p> <p>ii) The notification of award will constitute the formation of the Contract.</p> <p>iii) Upon the successful E-bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful E-bidder and will discharge its E-bid security.</p>
2.6.2	Performance Guarantee	<p>i) Within Ten (10) Days of the receipt of notification of award from the Procuring Agency, the successful E-bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the E-bidding documents.</p> <p>ii) Failure of the successful E-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 E-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 E-bidder, keeping in view the E-bid validity time, or call for new E-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.</p>
2.6.3	Signing of Contract / Issuance of work Order	<p>i) At the same time as the Procuring Agency notifies the successful E-bidder that its E-bid has been accepted, the Procuring Agency will send the E-bidder the Contract Form provided in the E-bidding documents, incorporating all agreements between the parties.</p> <p>ii) Under rule-63 of PPR-14, within Three Days (03) days of receipt of the Contract Form, the successful E-bidder shall sign and mention date of the contract and return it to the Procuring Agency.</p> <p>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.</p>

2.6.4	Award Criteria	i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful E-bidder whose E-bid has been determined to be substantially responsive and has been determined to be the lowest evaluated E-bid, provided that the E-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	i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantum of AC's 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 E-bids	i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all E-bids or proposals (and to annul the E-bidding process) at any time prior to the acceptance of any E-bid or proposal, without thereby incurring any liability towards the E-bidders. ii) The E-bidders shall be promptly informed about the rejection of the E-bids, if any iii) The Procuring Agency shall upon request communicate to any E-bidder, the grounds for its rejection of all E-bids or proposals, but shall not be required to justify those grounds.
2.6.7	Re-E-bidding	iv) If the Procuring Agency rejects all the E-bids under rule 35, it may proceed with the process of fresh E-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 E-bidders.
2.6.8	Corrupt or Fraudulent Practices	i) The Procuring Agency requires that E-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: <i>"(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, e-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 e-bidders (prior to or after e-bid submission) designed to establish e-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> a) <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;</i> b) <i>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</i>

		<p><i>artificial, noncompetitive levels for any wrongful gain;</i></p> <p>c) <i>offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</i></p> <p>d) <i>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;</i></p> <p>e) <i>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.”</i></p> <p>ii) Blacklisting & Debarment: Blacklisted Firms and those found involved in “Corrupt Practices” are not allowed to participate in e-bidding.</p>
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Section-III SCOPE OF SERVICE

3 SCOPE OF SERVICE

3.1.1	Background	[Mayo hospital is biggest hospital in Punjab serving the patients across the Punjab with over 50 departments.]
3.1.2	Contextual Information	Contract For Service & Maintenance / Repair of All Split & Package Type Air Conditioners (Without Parts) "as and when required basis"
3.1.3	Scope of Services & Detail / breakup of equipment to be done under AMC.	<p>Mayo Hospital, Lahore requires firms to provide render & ensure services for repair of split & package type AC's 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.</p> <ol style="list-style-type: none"> 1. The firm will be bound to maintain functionality of all split/package type air conditioners of this hospital throughout the contract period mentioned above 2. Firm will inspect the fault along with AC Mechanic & submit their inspection report to LS-II who will sign it and submit in the office of AMS(R&W) 3. According to submitted inspection reports, work order will be issued to the firm. 4. Firm will rectify the fault within 12 hours (Minor Fault / General Service) and 24 hours (if replacement of parts is required) after the issuance of work order. 5. Firm will provide the satisfactory working report / job completion certificate duly signed by the end user (Head Nurse / Registrar), Head of Department, AC Supervisor and Line Superintendent while submitting the bill for payment otherwise claim will not be entertained). 6. Firm shall be responsible for provision & installation of parts (with one year warranty). The required parts should be brand new. 7. All replacement / old parts shall be the property of the hospital and it must be returned to the LS-II (Electric Store) who will enter these parts in the dead stock register accordingly.
3.1.4	Operational Responsibilities (HUMAN RESOURCE)	
3.1.4.1	The service provider shall provide AC's 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 AC's 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 AC's. 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 hospital as per Qualification & Experience of human resource with the commencement of services.
3.1.4.5	All 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 Invoice.
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 10 th 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 number 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 quarter of the contract.
3.1.4.12	The services provider shall provide the names, address, CNIC, age, Medical Certificate of the AC's Personnel deployed to the respective client hospitals. File of 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 AC's 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 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 AC's Services to the hospital/ institute.												
3.1.4.16	The 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 AC's 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 Staff. Each uniform will comprise of trousers, shirt, pair of socks, pair of shoes, safety helmet, safety goggles (where required) and safety gloves etc. Supervisors shall ensure that all these items and the uniform are made available to the AC's Staff invariably. Dress code of AC's Staff must be as per below mentioned descriptions:												
	<table border="1"> <thead> <tr> <th>Sr.#</th> <th>Specification</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Type</td> <td>Suit trouser shirt with Shoes (white Joggers) (as per approved sample)</td> </tr> <tr> <td>2.</td> <td>Colour</td> <td>Blue or any other color approved by the Procuring Agency</td> </tr> <tr> <td>3.</td> <td>Logo / Tag Line</td> <td>"Staff" as Tag Line must be mentioned on the Back of the Shirt</td> </tr> </tbody> </table> <p>The dress code sample must be approved from the Procuring Agency before commencement of the Services</p>	Sr.#	Specification	Description	1.	Type	Suit trouser shirt with Shoes (white Joggers) (as per approved sample)	2.	Colour	Blue or any other color approved by the Procuring Agency	3.	Logo / Tag Line	"Staff" as Tag Line must be mentioned on the Back of the Shirt
Sr.#	Specification	Description											
1.	Type	Suit trouser shirt with Shoes (white Joggers) (as per approved sample)											
2.	Colour	Blue or any other color approved by the Procuring Agency											
3.	Logo / Tag Line	"Staff" as Tag Line must be mentioned on the Back of the Shirt											
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 tool kits / 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 AC's staff will be allowed leave(s) as per the relevant labor laws.												
3.1.4.21	The service provider shall be bound to provide training's, as deemed necessary by the client hospital, to its 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 who 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 e-bidder shall provide following items to the hospital/ institute. The Procuring Agency may require samples of the following items for approval; <ul style="list-style-type: none"> o Sample of spare inventory. The spare inventory must be maintained at all times in each hospital during execution of the contract. o Complete Tool kit o 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 1 st month of commencement of services duly signed and counter signed by the Chief Operating Officer and Admin Officer 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 is in working condition/functional.
5.2	Ensure there is no pending work on Firm end.
5.3	Service provider shall submit a complete consolidated record of each unit running and carried preventive maintenance along with dates. Service provider shall also identify due preventative maintenance required in future.
5.4	Compile functional inventory list duly signed by concerned Biomedical Engineer.
5.5	Provide an undertaking on stamp paper that all salaries and dues have been cleared to all employees as per the labor laws and minimum wage rate.
5.6	Resolve all complaints till last day of contract operationalization.
5.7	Obtain performance certificate from hospital including no pending liability certificate.
5.8	Remove its equipment within 05- working days from hospital.
5.9	Performance Guarantee will be released on submission of above-mentioned documents.

6 COMPLAINT RESOLUTION MECHANISM

6.1	A complaint pertaining to non-functional AC will be registered through written complaint to be logged by concerned of the hospital on an already developed sheet / prescribed proforma, which may contain but not limited to the name and location of the hospital area, equipment, complaint logging officer and time of complaint.
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7 PART REPLACEMENT MECHANISM

7.1	If any part replacement is required firm will be bound to replace the part on awarded rate cost throughout the contract period after issuance of work order, parts should be brand
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new (with one year warranty).

NOTE: The Service Provider shall be expected to provide hospitals with the spare inventory and materials to be used within hospital buildings. The Hospital administration should provide the store room where the spare inventory and material (required for provision of AC Maintenance Services) will be stored.

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Kris M. d'Aw*

SECTION-IV: E-BID DATA SHEET

4.1 E-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 E-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 E-bidders
1.	2.1.1	<p>NAME OF PROCURING AGENCY: [Mayo Hospital, Lahore]</p> <p>SUBJECT OF PROCUREMENT: PROVISION OF AC REPAIR / SERVICES IN Mayo Hospital, Lahore The Contract shall be valid for One Year from the date of signing of the contract, (Extendable).</p>
2.	2.1.2	<p>Financial year 2025-26</p> <p>NAME OF FINANCING INSTITUTION: [Mayo Hospital Lahore]</p> <p>NAME AND IDENTIFICATION NUMBER OF THE CONTRACT: PROVISION OF AC REPAIR / SERVICES IN Mayo Hospital, Lahore</p> <p>E-BID REFERENCE NO. (_____)</p>

B. E-BIDDING DOCUMENTS

6.	2.2.2	The address for clarification of E-bidding Documents is [Chief Executive Officer Mayo Hospital Lahore]
8.	2.3.8	The E-bidder shall submit typed E-bid in original and shall be signed by the E-bidder to bind the E-bidder to the contract. All pages of the E-bid, shall be initialed and stamped by the person signing the E-bid.

C. E-BID PRICE, CURRENCY, LANGUAGE, & COUNTRY OF ORIGIN

9	2.3.1	English
10	2.3.4	The price quoted shall be in PKR.
11.	2.3.4 & 2.3.9	<i>In case of increase or decrease of taxation by the Government at any stage during the execution of the contract; the same shall adjusted accordingly by the procuring agency / hospital.</i>

D. PREPARATION AND SUBMISSION OF E-BIDS

13.	2.1.3 & 2.5.8	<p>TECHNICAL EVALUATION CRITERIA</p> <p>i. (Knockdown Criteria) The e-bidder must comply with all the mandatory parameters. In case of non-compliance of any mandatory parameter, the bidder shall be declared as non-responsive.</p> <p>a) The E-bidder shall be a legally registered entity with the formal</p>
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Mr. M. A. Khan

intent to enter into an agreement.

- b) The e-bidder shall provide the registration certificate of the Firm with Pakistan Engineering Council (PEC).
- c) The e-bidder must have at least three years' experience as a legally approved AC repair / services provider
- d) The E-bidder must be an active income tax payer.
- e) The E-bidder must have active National Tax Number (NTN), Punjab Sales Tax (PST) Number with documentary proof.
- f) The E-bidder shall have a valid registration with EOBI and PESSI /IESSI.
- g) E-bidder who is barred / blacklisted or disqualified by the Procuring Agency would not be eligible to submit the e-bid. **The E-bidder shall submit an undertaking in this regard on legal stamp paper.**
- h) The copy of the E-bidding Document shall be duly signed, stamped on each page and submitted by the e-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	<p>EXPERIENCE RECORD</p> <p>Three projects of capacity of similar nature (Similar services offered in hospitals / public access buildings (public or private sector) (10 marks for each project) (Purchase order / Supply orders completion certificates must be attached)</p>	30
2	<p>FINANCIAL CAPABILITIES</p> <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. <p>(Audit statement of last three financial years must be attached)</p>	15
3	<p>PAST PERFORMANCE</p> <p>Satisfactory past performance certificate from head of the organization</p> <p>One Certificate = 05 Marks</p>	15

		4	HUMAN RESOURCE MANAGEMENT	(TOTAL MARKS 30)
		4.1	Resident Engineer 01 - 02 Personnel (03 Marks) 03 - 04 Personnel (04 Marks) > 4 Personnel (05 Marks) Having minimum Qualification & Experience: <ul style="list-style-type: none"> Graduate Engineer, registered with PEC in Mechanical / Electrical / Electronics / Mechatronics 	05
		4.2	Supervisor / Shift Incharge 03 - 04 Personnel (03 Marks) 05 - 06 Personnel (04 Marks) > 06 Personnel (05 Marks) Having minimum Qualification & Experience: <ul style="list-style-type: none"> Graduate in Engineering Technology / B-Tech in Mechanical / Electrical / Electronics / Mechatronics 	05
		4.3	AC Technician 05 - 10 Personnel (03 Marks) 11 - 15 Personnel (06 Marks) > 15 Personnel (10 Marks) Having Minimum Qualification & Experience: <ul style="list-style-type: none"> DAE in Mechanical / Electrical / Electronics / Mechatronics with 03 years of relevant experience. 	10
		4.4	Plumber 05 - 10 Personnel (03 Marks) 11 - 15 Personnel (06 Marks) > 15 Personnel (10 Marks) Having Minimum Qualification & Experience: <ul style="list-style-type: none"> Diploma in Refrigeration / AC Technician / AC with 03 years of relevant experience. 	10
		5	Work Shop & List of Spare Parts	10
			Total Marks	100
14	2.1.1	E-bids shall be submitted Online		
15	2.4.2	The deadline for E-bid submission is 06/02/2026		
16.	2.5.1	[insert Date & Time Here i.e. At least 30 Minutes After Closing Time Of E-bid Submission], and [Mayo Hospital Hospital]		
17.	2.6.2	Amount of Performance Guarantee is 05% of the contract amount.		
18.	2.3.6	Estimate Contract Price is 10,000,000/- Amount of E-bid Security is 200,000/-		

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		Amount of E-bid security is 2% of the estimated price
19.	2.3.7	E-bid validity period after opening of the E-bid is: 180 Days
20.	2.3.8	Not Applicable
E. OPENING AND EVALUATION OF E-BIDS		
21.	2.5.1	The E-bid opening shall take place at: [/ /2025 at 11:00AM, 30 Minutes More Than Submission Time], and [Mayo Hospital Lahore]
22.	2.3.4	Not applicable
G. Award of Contract		
24.	2.6.5	Percentage for quantity increase or decrease by procuring agency will be applicable.
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 E-bidding documents

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SECTION-V: GENERAL CONDITIONS OF CONTRACT

1.	Definitions	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> 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 AC Repair / Services under the Contract. d) "The Services" means those services <i>{as provided in Scope of Services by the Procuring Agency as per its requirements}</i> 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 E-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.	Applications	<p>2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract</p>
3.	Country of Origin	<p>3.1. All Services supplied under the Contract shall have their origin in Pakistan.</p>
4.	Standards	<p>4.1. The services supplied under this Contract shall conform to the standards mentioned in the Scope of Services.</p>
5.	Use of Contract Documents and Information; Inspection and Audit by the procuring agency.	<p>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.</p> <p>5.2. The Service Provider shall not, without the Procuring Agency's</p>

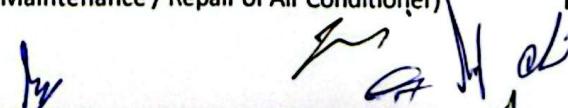
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		<p>prior written consent, make use of any document or information enumerated in GCC except for purposes of executing the Contract.</p> <p>5.3. Any document, other than the Contract itself, enumerated in GCC shall remain the property of the Procuring 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.</p> <p>5.4. The Service Provider shall permit the Procuring Agency to inspect the Service Provider's office store and check stock inventory.</p>
6	Performance Guarantee	<p>6.1. Within Seven (07) days of receipt of the notification of Contract award, the successful E-bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/E-bid Data Sheet & ITB</p> <p>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.</p> <p>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:</p> <p>a) 5% 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 E-bidding documents or another form acceptable to the Procuring Agency.</p> <p>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.</p>
7	Incidental Material	7.1 The Service Provider may be required to provide any of the incidental material if any, specified in SCC.
8	Spare Parts	8.1 The Spare Parts used by the service provider for the repair & maintenance of AC's should be brand new & will remain in warranty for one year after the date of installation.
9.	Warranty	9.1 The Service Provider warrants that the parts supplied under the contract are new, unused of the most recent or current models selected by the procuring agency, and that they incorporate all recent improvements in design and materials unless provider otherwise in the contract. The service provider further warrants that all parts supplied under this contract shall have no defect, arising from design, materials,

		or workmanship (except when the design and/or material is required by the procuring agency's specifications) or from any act or omission of the service provider, that may develop under normal use of the supplied parts in the conditions prevailing in the country of final destination.
10	Payment	<p>10.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.</p> <p>10.2 The Service Provider's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, on monthly basis, as appropriate, Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.</p> <p>10.3 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 work is satisfactory.</p> <p>10.4 The currency of payment is as specified in BDS/SCC</p>
11	Prices	11.1 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 E-bid, with the exception of any price adjustments authorized in SCC / BDS.
12	Change Orders	<p>12.1 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.</p> <p>12.2 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.</p>
13	Contract Amendments	13.1 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.
14	Assignments	14.1 The Service Provider shall not assign the whole or any part of the contract to anybody else.
15	Subcontracts	15.1 Subcontracting is not allowed
14	Delays in the Service Provider's Performance	16.1 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

		<p>Section VII.</p> <p>16.2 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.</p> <p>16.3 Except as provided under GCC Clause 19, 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</p> <p>16.4 Without the imposition of liquidated damages.</p>
17	Liquidated Damages	<p>17.1 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 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.</p>
18	Termination for Default	<p>18.1 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:</p> <ul style="list-style-type: none"> 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

		<p>of The PPRA Act, 2009.</p> <p>d) "Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:</p> <p>"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, e-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 e-bidders (prior to or after e-bid submission) designed to establish e-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:</p> <ul style="list-style-type: none"> 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
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		<p><i>investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.</i></p> <p>18.2 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.</p>
19	Force Majeure	<p>19.1 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.</p> <p>19.2 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".</p> <p>19.3 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.</p>
20	Termination for Insolvency	<p>20.1 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</p>

		prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
21	Termination for Convenience	<p>21.1 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.</p> <p>21.2 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.</p>
22	Resolution of Disputes	<p>22.1 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.</p> <p>22.2 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.</p>
23	Governing Language	23.2 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.
24	Applicable Law	24.1 The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.
25	Notices	<p>25.1 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.</p> <p>25.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
26	Taxes and	26.1 Service Provider shall be entirely responsible for all taxes,

	Duties	duties, license fees, etc., incurred until provision of the contracted Services to the Procuring Agency.
27	Extension in Contract period	27.1 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 service provider has no right to claim further extension as a matter of right in the contract.
28	Duration of Contract	28.1 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.


CHIEF EXECUTIVE OFFICER
MAYO HOSPITAL LAHORE

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: Any registered firm

2. Performance Guarantee (GCC Clause 6)

GCC 6.1—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 10)

GCC 10.1—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
01	Request of the Service Provider on Covering Letter	A.	
02	Original Invoice/Bill(s)	B.	
03	Separate Corrected Invoice, if required.	C.	
04	Penalties Calculation Sheet.	D.	
05	Salary Verification and E-channel Receipt signed & stamped by Service Provider (Where applicable)	E.	
06	Inspection report, Stock Register, Dead Stock Register, etc	F.	
07	Bio-Metric Attendance as mentioned in Scope of Services.	G.	
08	Any other document if required for processing of payments.	H.	
09	EOBI & PESSI/IESSI Deposit Receipt	I.	

Note:

- 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.
- b) 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.

5. Prices (GCC Clause 11)

GCC 11.1—Prices shall be fixed and shall not be adjusted.

Liquidated Damages (GCC Clause 15) As per GCC 15.1

In addition to that, details of Fines and Penalties are attached as per Annex-A

6. Resolution of Disputes (GCC Clause 22)

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.

7. Governing Language (GCC Clause 23)

GCC 21.1—The Governing Language shall be English

8. Applicable Law (GCC Clause 24)

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

9. Notices (GCC Clause 25)

GCC 23.1—Procuring Agency's address for notice purposes: [Insert Address Of Hospital / Procuring Agency] Service Provider's address for notice purposes: [Insert Address Of Service Provider]

10. Duration of Contract (GCC Clause 28)

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.

Section-VII. Schedule of Requirements/ Deployment Plan

PROVISION OF 365 DAYS /24 HOURS FOR AC SERVICES & Maintenance / Repair Mayo Hospital, Lahore		
Sr. No.	Requirement of Human Resource	Quantity
01	Resident Engineer (BSC)	01
02	Supervisor / Shift Incharge	01 (each shift)
03	Technician (Mechanical)	08 in Morning shift 04 in Evening shift 02 in Night shift
04	Electrician	02 (Morning shift)
05	Plumber	01 (Morning shift)
06	Helper	08 in Morning shift 04 in Evening shift 02 in Night shift

Note: Arrangement of reliever will be the responsibility of firm

Note: The Service Provider Shall Provide AC Repair / 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, as mentioned in Scope of Services Clause 3.1.4.1 it is to be noted that AC services should not be compromised / interrupted under any case / circumstances.

LIST OF TOOLS KIT

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)	1
16	Adjustable Pipe wrench 14" (Electrician, AC Tech)	1
17	Screw Driver Set (Electrician, AC Tech)	1

18	Screw Wrench 10" (Electrician, AC Tech)	1
19	Screw Wrench 12" (Electrician, AC Tech)	1
20	Mini File (Electrician, AC Tech)	1
21	Jamoor Screw Wrench 10" (Electrician, AC Tech)	1
22	Hacksaw (Electrician, AC Tech)	1
23	Tester (Electrician, AC Tech)	1
24	Digital Multi-meter (Electrician, AC Tech)	1
25	Cordless Drill Machine (Electrician, AC Tech)	1
26	Mini Tube Cutter (Electrician, AC Tech)	1
27	Line Guge (Electrician, AC Tech)	1
28	Flaring Tools Set (Electrician, AC Tech)	1
29	Chalk Line (Carpenter)	1
30	Air Blower (Electrician, AC Tech)	1
31	Allen Keys imperial / metic (Carpenter)	1
32	Socket Set (Plumber)	1
33	Flashlight, small/large	1
34	Drywall Knife	1
35	High Pressure Guage	1
36	Low Pressure Guage	1
37	Air Conditioner Service Gun	1
38	Welding Plant	1

• All Mechanics must be provided with tool kit. Any other item/tool required by the Procuring Agency will be duly incorporated in the above mentioned list upon receipt of official demand

Section-VII. Schedule of Requirements/ Deployment Plan

8.1 E-Bid Form

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

Date: _____

To

Chief Executive Officer/ Head of Institution Mayo Hospital, Lahore

Having examined the E-bidding documents including Addenda Nos. *[Insert Numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said E-bidding documents for the sum of *[total E-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 E-bid.

We undertake, if our E-bid is accepted, specified in the Schedule of Requirements.

If our E-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 E-bid will be valid for a period of 180 Days from the date fixed to E-bid opening under Clause 2.3.7 of the Instructions to E-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 E-bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Technical e-bid includes the following: -

All documents required in the E-bidding Documents Financial e-bid includes the following: -

- a) Original E-bid form (as per form 8.1 of E-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 e-

My

Ez J. el. Aan

bidder duly signed and stamped.

- c) Original E-bid Security Form (as per form attached) along with Original E-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 E-bid you may receive. Dated this

_____ day of _____ 20_____

[signature]

[in the capacity of]

Duly authorized to sign E-bid for and on behalf of _____

8.2. General Information Form

[To be signed & stamped by the E-bidder and reproduced on the letter head.]

[To be attached with Technical E-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	

by *M. A* *M. A*
Az

8.3 Affidavit

[To be printed on PKR 100 Stamp Paper, duly attested by Oath Commissioner.] [To be attached with Technical E-bid]

Name: _____
(E-bidder)

I, the undersigned, do hereby certify that all the statements made in the E-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 *Mayo Hospital, Lahore* 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 *Mayo Hospital, Lahore*. 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 E-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) E-bidder is not blacklisted by the Procuring Agency or subject to any pending litigation with any Government or Public Department.

[Name of the E-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 E-BID FOR THE "PROVISION OF Service & Maintenance / Repair of All split & Package Type Air Conditioners [Mayo Hospital Lahore]" for procurement.

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 _____

Mr. J. H. Ali

8.5 Technical E-bid Form

[To be signed & stamped by the E-bidder and reproduced on the letter head] [To be attached with Technical E-bid]

Insert Details of Technical Offer Here

Stamp & Signature of E-bidder _____

b. S. M. A.

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 E-bids for Service & Maintenance / Repair of AC's at Mayo Hospital, Lahore and has accepted a E-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 E-bid Form and the Price Schedule submitted by the E-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 E-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 _____ (for the Procuring Agency)
Signed, sealed, delivered by _____ (for the Service Provider)



8.7 Financial E-bid Form/Price Schedule

[To be signed & stamped by the E-bidder and reproduced on the letter head] [To be attached with Financial E-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 [Insert Name and Address of Hospital]

We, the undersigned, offer to provide the services for tender of Procurement of *Service & Maintenance / Repair of AC's* at Mayo Hospital, Lahore in accordance with your E-bidding Document dated [Insert Date] and our Technical E-bid.

Our attached Financial E-bid(s) are hereby submitted as per e-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 E-bid shall be binding upon us up to expiration of the validity period of the E-bid.

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

We understand you are not bound to accept any E-bid you receive. We remain,

LIST OF REQUIRED PARTS FOR REPAIR OF SPLIT & PACKAGE TYPE AIR CONDITIONERS IS AS FOLLOWS

SR. #	NAME OF ITEMS	QOUTED RATE IN PAK RUPEES
01	General Service Pump Down (01 Ton to 02 Ton)	
02	General Service Pump Down (05 HP)	
03	General Service Pump Down (10 HP)	
04	General Service Pump Down (15 HP)	
05	General Service Pump Down (05 HP to 15 HP) VRF Chige DC Inverter System	
06	Washing / General Services Charges Package Type (05 HP to 20 HP)	

AS *JK* *AB*

SR. #	NAME OF ITEMS	QOUTED RATE IN PAK RUPEES
1.	Leakage Removal & Gas Charging (01 Ton to 02 Ton)	
2.	Leakage Removal & Gas Charging (05 HP)	
3.	Leakage Removal & Gas Charging (10 HP)	
4.	Leakage Removal & Gas Charging (15 HP)	
5.	Leakage Removal & Gas Charging (20 HP)	
6.	Gas Charging (R410) (01 Ton to 02 Ton)	
7.	Gas Charging (R432) (01 Ton to 02 Ton)	
8.	Dismantling of Air Conditioner (01 Ton to 02 Ton)	
9.	Dismantling of Air Conditioner (05 HP to 20 HP)	
10.	Installation of Air Conditioner (01 Ton to 02 Ton)	
11.	Installation of Air Conditioner (05 HP to 20 HP)	
12.	PCB Kit Repair (01 Ton to 02 Ton)	
13.	PCB Kit New (with remote) (01 Ton to 02 Ton)	
14.	PCB Kit Repair (01 Ton to 02 Ton)	
15.	PCB Kit New (with remote) (05 HP to 20 HP)	
16.	Thermostat Replace (01 Ton to 02 Ton)	
17.	Motor Bush / Bearing Replace (01 Ton to 02 Ton)	
18.	Motor Rewinding (01 Ton to 02 Ton)	
19.	Motor New (01 Ton to 02 Ton)	
20.	Motor Bush / Bearing Replace (05 HP)	
21.	Motor Rewinding (05 HP)	
22.	Motor New (05 HP)	
23.	Motor Bush / Bearing Replace (10 HP)	
24.	Motor Rewinding (10 HP)	
25.	Motor New (10 HP)	
26.	Motor Bush / Bearing Replace (15 HP)	
27.	Motor Rewinding (15 HP)	

28.	Motor New	(15 HP)	
29.	Motor Fan Capacitor 1.2 uf		
30.	Motor Fan Capacitor 1.5 uf		
31.	Motor Fan Capacitor 02 uf		
32.	Motor Fan Capacitor 2.5 uf		
33.	Motor Fan Capacitor 03 uf		
34.	Motor Fan Capacitor 3.5 uf		
35.	Motor Fan Capacitor 04 uf		
36.	Motor Fan Capacitor 4.5 uf		
37.	Motor Fan Capacitor 05 uf		
38.	Motor Fan Capacitor 7.5 uf		
39.	Motor Fan Capacitor 10 uf		
40.	Service Valve 1/4		
41.	Service Valve 3/8		
42.	Service Valve 1/2		
43.	Service Valve 5/8		
44.	Service Valve 3/4		
45.	Running Capacitor 35 uf		
46.	Running Capacitor 50 uf		
47.	Running Capacitor 60 uf		
48.	Magnetic Contractor	(01 Ton to 02 Ton)	
49.	Magnetic Contractor	(05 HP to 15 HP)	
50.	Fan Blade	(01 Ton to 02 Ton)	
51.	Fan Blade	(05 HP to 15 HP)	
52.	Strainer Filter	(01 Ton to 02 Ton)	
53.	Strainer Filter	(05 HP to 15 HP)	
54.	Overload	(05 HP to 15 HP)	
55.	Timer	(05 HP to 15 HP)	
56.	Phase Failure	(05 HP to 15 HP)	
57.	LP & HP Switch	(05 HP to 15 HP)	

by *for* *W. A. H. A. M.*

58.	Fan Belt for Blower Motor	
59.	Flare Nut 1/2, 1/4, 3/8, 5/8, $\frac{3}{4}$	
60.	Remote Control for All Model (01 Ton to 05 HP)	
61.	Cooper Pipe Charges with control wire insulation 1/2, 1/4	
62.	Cooper Pipe Charges with control wire insulation 1/2, 5/8	
63.	Cooper Pipe Charges with control wire insulation 3/8, 5/8	
64.	Cooper Pipe Charges with control wire insulation 3/8, 3/4	
65.	Cooper Pipe Charges with control wire insulation 1/2, 3/4	
66.	Cooper Pipe Charges with control wire insulation 1/2, 11/4	
67.	Cooper Pipe Charges with control wire insulation 5/8, 11/4	
68.	Silver Pipe Charges with control wire insulation 1/2, 1/4	
69.	Silver Pipe Charges with control wire insulation 1/2, 5/8	
70.	Silver Pipe Charges with control wire insulation 3/8, 5/8	
71.	Silver Pipe Charges with control wire insulation 3/8, 3/4	
72.	Silver Pipe Charges with control wire insulation 1/2, 3/4	
73.	Compressor (Rotary)	(01 Ton)
74.	Compressor (Piston)	(01 Ton)
75.	Compressor (Rotary)	(1.5 Ton)
76.	Compressor (Piston)	(1.5 Ton)
77.	Compressor (Rotary)	(02 Ton)
78.	Compressor (Piston)	(02 Ton)
79.	Compressor (Scroll)	(02 Ton)
80.	Compressor (Rotary)	(04 Ton)
81.	Compressor (Piston)	(05 HP)
82.	Compressor (Scroll)	(05 HP)
83.	Compressor (Piston)	(7.5 HP)
84.	Compressor (Scroll)	(7.5 HP)
85.	Compressor (Piston)	(10 HP)
86.	Compressor (Scroll)	(10 HP)
87.	Compatible Outdoor unit Complete (01 Ton)	

88.	Compatible Outdoor unit Complete (1.5 Ton)	
89.	Compatible Outdoor unit Complete (02 Ton)	
90.	Compatible Outdoor unit Complete (05 HP)	
91.	Compatible Indoor unit Complete (01 Ton)	
92.	Compatible Indoor unit Complete (1.5 Ton)	
93.	Compatible Indoor unit Complete (02 Ton)	
94.	Compatible Indoor unit Complete (05 HP)	
95.	Inverter Compressor (Rotary) (01 Ton)	
96.	Inverter Compressor (Rotary) (1.5 Ton)	
97.	Inverter Compressor (Rotary) (02 Ton)	
98.	Inverter Kit Repairing (Indoor) (01 Ton to 02 Ton)	
99.	Inverter Kit Repairing (Outdoor) (01 Ton to 02 Ton)	
100.	Inverter Kit Replacement (Indoor) (01 Ton to 02 Ton)	
101.	Inverter Kit Replacement (Outdoor) (01 Ton to 02 Ton)	
102.	Inverter Kit Repairing (Indoor) (05 HP)	
103.	Inverter Kit Repairing (Outdoor) (05 HP)	
104.	Inverter Kit Replacement (Indoor) (05 HP)	
105.	Inverter Kit Replacement (Outdoor) (05 HP)	
106.	Indoor DC Motor (Replacement) (01 Ton to 02 Ton)	
107.	Outdoor DC Motor (Replacement) (01 Ton to 02 Ton)	
108.	Indoor DC Motor (Replacement) (05 HP)	
109.	Outdoor DC Motor (Replacement) (05 HP)	
110.	Gas Charging Chigo DC Inverter VRF System (05 HP to 20 HP)	
111.	Indoor Motor Repair Chigo DC Inverter VRF System (05 HP to 20 HP)	
112.	Indoor Motor Replace Chigo DC Inverter VRF System (05 HP to 20 HP)	
113.	Outdoor Motor Repair Chigo DC Inverter VRF System (05 HP to 20 HP)	
114.	Outdoor Motor Replace Chigo DC Inverter VRF System (05 HP to 20 HP)	
115.	Compressor Chigo DC Inverter VRF System (05 HP to 20 HP)	
116.	PCB Kit Indoor Repair Chigo DC Inverter VRF System (05 HP to 20 HP)	
117.	PCB Kit Indoor Replace Chigo DC Inverter VRF System (05 HP to 20 HP)	

118.	PCB Kit outdoor Repair Chigo DC Inverter VRF System (05 HP to 20 HP)	
119.	PCB Kit outdoor Replace Chigo DC Inverter VRF System (05 HP to 20 HP)	
120.	indoor Motor Blower Chigo DC Inverter VRF System (05 HP to 20 HP)	
121.	outdoor Motor Fan Blade Chigo DC Inverter VRF System (05 HP to 20 HP)	
122.	General Service Chigo DC Inverter VRF System (05 HP to 20 HP)	
123.	Washing Service Chigo DC Inverter VRF System (05 HP to 20 HP)	

Note: (i) In case of any dispute, the hospital authority will act as sole arbitrator and his decision will not be challenged in any court firm.

(ii) Contractor shall be responsible for any damage during service & maintenance process.

Yours sincerely,

Authorized Signature (In full and initials):

Name and Title of Signatory:

In the capacity of:

Address:

E-mail:

FINANCIAL E-BID FORM 8.7.2

[To be signed & stamped by the E-bidder and reproduced on the letter head] [To be attached with Financial E-bid]

for Service & Maintenance / Repair of all split & Package type AC's at Mayo Hospital, Lahore

Name of E-bidder:

Mailing Address:

Income Tax Registration No.

PRA Registration No.

GST Registration No (if applicable).

PESSI/ IESSI Registration No.

EOBI Registration No.

Total Bid Amount (PKR) as per Financial E-bid Form 8.7

Sign: Designation: Stamp:

Amir *AS* *M. Ali*

8.7.3 E-bid Security Form

[To be signed & stamped by the E-bidder and reproduced on the letter head]

[To be attached with Financial E-bid]

Whereas *[name of the E-bidder]* (hereinafter called "the E-bidder") has submitted its E-bid dated *[date of submission of E-bid]* for the supply of *[name and/or description of the services]* (hereinafter called "the E-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 *Mayo Hospital, Lahore*, (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 E-bidder withdraws its E-bid during the period of E-bid validity specified by the E-bidder on the E-bid Form; or
2. If the E-bidder, having been notified of the acceptance of its E-bid by the Procuring Agency during the period of E-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 E-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 E-bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

ANNEXURE – A

FINE & PENALTIES

SR. #	DESCRIPTION	PENALTY RATE
01	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 5,000 per month / per employee
02	If an employee (s) from contracted Human Resource is / are absent for a particular day.	PKR 1,500 / day
03	If an employee (s) from contract Human Resource is / are absent during public/local holiday or any other special occasions (not be duplicate with penalty at Sr. #02)	PKR 2,000 / day
04	If any worker (after performing duties from complete month) is not paid minimum wage as per the number of days he /she performed he duty.	PKR 2,000 + (difference of amount between paid salary and notified / applicable minimum wage rate) shall be imposed per person per month for the particular month
05	If any employee leaves or arrives late with a time margin of 15 Minutes	PKR 200 per employee / Day
06	Staff is found without uniform.	Rs. 200 will be charged for each such staff for that day
07	Non-Availability of Tool Kits / Instruments as mentioned in the Schedule of Requirement.	Rs. 1,000 / Day
08	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
09	Complaint not resolved due to non-availability of spare inventory as mentioned in the schedule of requirements.	For a given month more than 03 cases a fixed penalty of 20,000 / month
10	If any complaint (Public / General complaint is received)	Up to Rs. 30,000 as per severity of the matter, to be determined by the hospital administration through inquiry.
11	In case the air conditioner stop working due to any fault, which is not rectified by the firm within 48 hours after issuance of work order.	Rs. 1,000 per day per AC shall be imposed.



DRAFT AGREEMENT

This Contract Agreement made at Lahore on the _____ day of _____, 2025 between Messers _____ their successors and legal assigns hereinafter called M/S _____, as "Party" of the one part and Chief Executive Officer, Mayo Hospital, Lahore their successors and legal assigns here-in-after called "Client" as party of the other part.

WITNESSETH

WHEREAS the client intends that Messers _____, maintains / repairs / Replacement of all parts (if found defective) (for Service & Maintenance / Repair of all split & package type AC's) (Without Parts "AS AND WHEN REQUIRED BASIS" ON ANNUAL CONTRACT BASIS) and herein called the "Equipment" and Messers _____, agrees to maintain and repair the equipment from _____ to _____, both days inclusive; on the following mutually agreed upon terms & conditions:-

SCOPE OF WORK

1. The firm will be bound to maintain functionality of all split/package type air conditioners of this hospital throughout the contract period mentioned above.
2. In case any repair is not carried out by firm with in stipulated period in-spite of work order, the same may be got done from local market on risk and cost of M/s _____, and difference of amount will be deducted from bill / CDR deposited.
3. M/s _____, have to provide to satisfactory working report / job completion otherwise your claim will not be entertained.
4. In case the air conditioner stop working due to any fault, which is not rectified by the firm within 48 hours after issuance of work order, penalty of rupees Rs. 1000 per day per AC shall be imposed.
5. M/s shall use best available material as approved by the hospital tender & purchase committee, subject to approval of the AC supervisor / in charge (LS) and will be responsible for giving the high quality finish with required warranty.
6. M/s _____ will keep the requisite parts of AC's in their ready stock in sufficient quantity to meet emergency needs.
7. M/s _____, shall be responsible to provide & fix the parts with the AC's (with one year warranty). The required parts should be brand new.
8. The contractor M/s _____, shall be responsible for the operation/ maintenance of AC's routine servicing and providing the overhauling round the clock.
9. All replacement / old parts shall be the property of hospital and it must be returned to LS-II, who will enter these parts in the dead stock register accordingly.
10. If the approved rates are higher than the rates given by M/s. _____, to any other institution in Pakistan in this year, the difference will be recovered either from the bill or from the security without any further notice.
11. The Sufficient Staff of AC Technicians & helpers alongwith the supervisor for each shift of firm must be in three shifts. Their attendance must be submitted on daily basis in the office of the AMS(R&W) duly

signed by the vendor in-charge and SDO / Line Superintendent.

12. The contractor shall be required to undertake the complete maintenance of the air conditioners for a period of one year extendable for one year on quarterly basis.
13. The quoted cost should be inclusive of all taxes such as /income tax / Punjab sales tax.
14. If the dispute is not resolved by contractor & client, the appellate authority (AMS R&W) will decide the dispute who's decision will be final and not challengeable..
15. The hospital authority reserve the right to terminate maintenance / service contract at any time, if hospital interest is affected, which shall not be challengeable in any court of law.
16. In case of event of "Force Majeure" the service provider will bound to take all reasonable precautions, due care and reasonable alternative measure in order to carry out the terms & conditions of the contract and will have to inform the procuring agency in writing about the occurrence of such an event and measures taken.

Service Records

The company will maintain records of all job completion forms and detail of services provided. Copies of such records including detail of replaced parts / repaired and any additional information that the customer may reasonably require shall be provided to procuring agency at any time upon request.

Service Records

The contract shall valid for (01) one year from the date of issuance of advance acceptance / award letter / notification of award (extendable for further one year on quarterly basis).

**For & on behalf of
M/S.**

C.N.I. Card #:
WITNESS – I

C.N.I. Card #:
WITNESS – II

C.N.I. Card #:

**For & on behalf of
Mayo Hospital, Lahore**

Line Superintendent-II

Addl. Medical Superintendent (R&W)

Chief Operating Officer

Chief Executive Officer

W

*f
es*

*W
A
A
A*

SECTION IX- CHECK LIST

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

The sequence of Technical E-bid must be as per below mentioned table.

MANDATORY REQUIREMENTS		
1.	E-bid Security of estimated cost of articles / items given by the department. The copy of E-bid Security must be submitted with Technical E-bid and original shall be attached with the Financial E-bid.	Flag – A
2.	Technical E-bid Form (as per of E-bidding documents) on letter head of the firm duly signed and stamped.	Flag – B
3.	E-bid Form (as per E-bidding documents) on letter head of the firm, duly signed and stamped.	Flag – C
4.	Performance Guarantee Form (as per of E-bidding documents) on letter head of the firm, duly signed and stamped.	Flag – D
5.	General Information Form (as per E-bidding documents) on letter head of the firm duly signed and stamped.	Flag – E
6.	<p>Affidavit (as per e-bidding documents) on non-judicial Stamp Paper of Rs.100/-</p> <p>The firm has not been black listed by the Procuring Agency.</p> <p>The documents/photocopies provided with E-bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws.</p> <p>Affidavit for correctness of information.</p> <p>Undertaking that the personnel shall be given minimum wage salary notified by the Punjab Government or more.</p> <p>E-bidder is neither blacklisted by the Procuring Agency nor is any litigation pending in this regard.</p> <p>Affidavit for correction of information Form (as per form of E-bidding documents) on letter head of the firm, duly signed and stamped.</p>	Flag – F
7.	The E-bidder shall be a legally registered entity with the formal intent to enter into an agreement.	Flag – G
8.	The E-bidder must have an active National Tax Number (NTN).	Flag – H
9.	The E-bidder must have an active Punjab Revenue Authority (PRA) registration Number.	Flag – I
10.	The E-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 E-bidding Document duly signed and stamped on each page by the E-bidder shall be attached with the Technical E-bid whose each page must also be signed and stamped by the e-bidder.	Flag – K
Technical Evaluation Criteria		
Experience and past performance of the firm		
1.	Projects	Flag – L

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Human Resource and Managerial Strength	
2. Number of Staff	Flag – M
Financial Capability/strength	
3. Audited Financial Statements of the requisite financial years	Flag – N
Any other documents required in this E-bidding Documents	

Stamp & Signature of E-bidder _____

