

FINANCIAL YEAR - 2024-25
and 2025-26

[MAYO HOSPITAL LAHORE]

BID Reference No.

Apex Co. Inc.

REQUEST FOR PROPOSAL

HIRING OF FIRM FOR SERVICE & MAINTENANCE CONTRACT OF CSSD PLANT (CENTRAL STERILIZATION SUPPLY DEPARTMENT) CONSISTING OF STERILIZER SC-1000 (MAKE & MODEL: MATACHANA SC-1000, SR. # 26820), STERILIZER SC-500 (MAKE & MODEL: MATACHANA SC-500 SR. # 26819), POUCH SEALER'S & OTHERS (HAWO S/N-01236101235), ULTRASONIC CLEANER & CHEMICAL WASHER (STEELCO DS-800 ATM40 1180018 / 11180019, R.O Plant (MS 3M) INSTALLED IN EMERGENCY DEPARTMENT (WITH ALL PARTS, ACCESSORIES & ALL APPLICABLE TAXES ON ANNUAL CONTRACT BASIS).

SR: #	NAME OF EQUIPMENT / MACHINERY	QUANTITY
1-	CSSD SYSTEM	01 No.
2-	STERILIZER SC-1000 (MAKE & MODEL: MATACHANA SC-1000, SR. # 26820)	01 No
3-	STERILIZER SC-500 (MAKE & MODEL: MATACHANA SC-500 SR. # 26819)	01 No
4-	POUCH SEALER'S & OTHERS (HAWO S/N-01236101235)	01 No.
5-	ULTRASONIC CLEANER	01 No.
6-	CHEMICAL WASHER (STEELCO DS-800 ATM40 1180018 / 11180019)	01 No.
7-	AIR COMPRESSOR	01 No.
8-	R.O Plant (MS 3M)	01 No.
9-	TROLLIES AND OTHER ACCESSORIES	---

PRE-BID MEETING WILL BE HELD ON

24-05-25 AT 10:30 A.M

IN THE COMMITTEE ROOM OF
MAYO HOSPITAL, LAHORE.

DUE DATE FOR TENDER OPENING

03-06-2025

AT 11:00 A.M IN THE CONFERENCE ROOM
SUGICAL TOWER, MAYO HOSPITAL, LAHORE

Chief Executive Officer
Mayo Hospital Lahore

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SECTION-I: INVITATION TO E-BIDS

SUBJECT: ANNUAL SERVICE & MAINTENANCE CONTRACT OF CSSD PLANT INSTALLED IN A&E DEPARTMENT ON ANNUAL CONTRACT BASIS FOR FY 2024-25 AND 2025-26.

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.) for contract for annual maintenance services for CSSD () for financial year 2024-25 and 2025-26 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.gov.pk), Punjab Procurement Regulatory Authority (www.ppra.punjab.gov.pk) and e-Punjab Acquisition and Disposal System (e-PADS) (<http://punjab.eprocure.gov.pk>).
3. E-bids shall be submitted online as per tender notice on e-PADS (<http://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 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-

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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

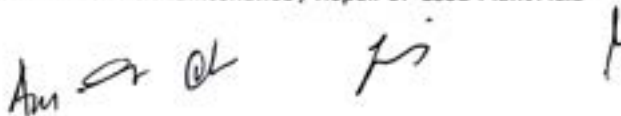
Corresponding Address: Chief Executive Officer /Mayo Hospital Lahore
Near Nila Gumbad Lahore

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

- 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 CSSD for the period of one year.

2.1.2 Source of Funds

- 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.

- 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.
- 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].
- Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/ authority.
- 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

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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
- viii) 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

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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

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

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		<p>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.</p> <p>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.</p>
2.3.4	E-Bid Currencies	<p>i) Prices shall be quoted in PKR unless otherwise specified in the E-bid Data Sheet.</p> <p>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.</p>
2.3.5	Documents Establishing E-bidder's Eligibility and Qualification	<p>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</p> <p>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.</p> <p>a) that the E-bidder has the financial, technical capability necessary to perform the contract;</p> <p>b) that the E-bidder meets the qualification criteria listed in the E-bid Data Sheet.</p>
2.3.6	E-Bid Security	<p>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</p> <p>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</p> <p>iii) The E-bid security shall be in Pakistan Rupees and shall be in one of the following forms:</p> <p>a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) valid for 180 Days</p> <p>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.</p> <p>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:</p> <p><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 with the proceedings of the Procuring Agency"</i></p>

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		<p>vi) The successful E-bidder's E-bid security will be discharged upon The E-bid security may be forfeited if:-</p> <p>a) 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</p> <p>b) in the case of a successful E-bidder, if the E-bidder:</p> <p>i) fails to sign the contract in accordance with ITB Clause 2.6.3; or</p> <p>ii) fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or</p> <p>iii) is blacklisted under relevant provisions of PPRA Act, 2009 and PPR-14.</p>
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 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 (March 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 deadline as extended.</p>

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2.4.2	Deadline for Submission of E-bids	i) Mentioned in bidding documents
2.4.3	Late E-bids	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	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	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-14.

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		<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 of CSSD (.) Services 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 Clause 30) Taxes and Duties (GCC Clause 32) & mandatory Registrations/

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		<p>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	<ol style="list-style-type: none"> 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. 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. 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.
2.5.6	Correction of Errors	<ol style="list-style-type: none"> E-bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - <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. 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 Securing Declaration may be executed in accordance with ITB 2.3.7.

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2.5.7	Conversion to Single Currency	i) <i>Not Applicable</i>
2.5.8	Post Qualification Evaluation of E-Bids	<p>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.</p> <p>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.</p> <p>iii) The Procuring Agency will technically evaluate and compare the substantially responsive E-bids, as per the Evaluation Criteria in the BDS.</p> <p>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.</p>
2.5.9	Contacting the Procuring Agency	<p>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.</p> <p>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.</p>
2.5.10	Grievance Redressal	<p>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.</p> <p>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.</p> <p>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.</p> <p>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>

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		<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>

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		iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.
2.6.4	Award Criteria	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 CSSD (.) Services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (iv) of PPR-14 (not more than 15%).
2.6.6	Procuring Agency's Right to Accept or Reject All E-bids	<p>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.</p> <p>ii) The E-bidders shall be promptly informed about the rejection of the E-bids, if any</p> <p>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.</p>
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	<p>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:</p> <p><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></p> <p>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></p>

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	<p>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 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 annual service & maintenance contract for CSSD (.), Mayo Hospital Lahore																														
3.1.3	Scope of Services & Detail / breakup of equipment to be done under AMC.	<p>Mayo Hospital, Lahore requires firms to provide CSSD (.) Maintenance Services round the clock (365 days a year, 24 hours a day including Sundays & Holidays) in the Mayo Hospital, Lahore. The firm will be required to provide supplies as mentioned in the Schedule of Requirement. The detail / breakup of equipment is as under:-</p> <table border="1"> <thead> <tr> <th>SR:#</th><th>NAME OF EQUIPMENT / MACHINERY</th><th>QTY</th></tr> </thead> <tbody> <tr> <td>1-</td><td>CSSD SYSTEM</td><td>01 No.</td></tr> <tr> <td>2-</td><td>STERILIZER SC-1000 (MAKE & MODEL: MATACHANA SC-1000, SR. # 26820)</td><td>01 No</td></tr> <tr> <td>3-</td><td>STERILIZER SC-500 (MAKE & MODEL: MATACHANA SC-500 SR. # 26819)</td><td>01 No</td></tr> <tr> <td>4-</td><td>POUCH SEALER'S & OTHERS (HAWO S/N-01236101235)</td><td>01 No.</td></tr> <tr> <td>5-</td><td>ULTRASONIC CLEANER</td><td>01 No.</td></tr> <tr> <td>6-</td><td>CHEMICAL WASHER (STEELCO DS-800 ATM40 1180018 / 11180019)</td><td>01 No.</td></tr> <tr> <td>7-</td><td>AIR COMPRESSOR</td><td>01 No.</td></tr> <tr> <td>8-</td><td>R.O Plant (MS 3M)</td><td>01 No.</td></tr> <tr> <td>9-</td><td>TROLIES AND OTHER ACCESSORIES</td><td>---</td></tr> </tbody> </table>	SR:#	NAME OF EQUIPMENT / MACHINERY	QTY	1-	CSSD SYSTEM	01 No.	2-	STERILIZER SC-1000 (MAKE & MODEL: MATACHANA SC-1000, SR. # 26820)	01 No	3-	STERILIZER SC-500 (MAKE & MODEL: MATACHANA SC-500 SR. # 26819)	01 No	4-	POUCH SEALER'S & OTHERS (HAWO S/N-01236101235)	01 No.	5-	ULTRASONIC CLEANER	01 No.	6-	CHEMICAL WASHER (STEELCO DS-800 ATM40 1180018 / 11180019)	01 No.	7-	AIR COMPRESSOR	01 No.	8-	R.O Plant (MS 3M)	01 No.	9-	TROLIES AND OTHER ACCESSORIES	---
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3.1.4	Operational Responsibilities (HUMAN RESOURCE)																															
3.1.4.1	The service provider shall provide CSSD (.) 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 CSSD (.) Services should not be compromised / interrupted under any case / circumstances.																															
3.1.4.2	The service provider must abide by prevailing Labour laws including but not limited to payment of Minimum wages, Social Security and EOBI to its employees concerning CSSD (.) Services. The Procuring Agency reserves the right to seek proof if the same is being paid to the personnel, the failure of which can lead to the Termination of the Contract and/or forfeiture of Performance Guarantee as per PPRA Rules.																															
3.1.4.3	The service provider shall provide and enroll Human Resource as mentioned in the Schedule of Requirements.																															
3.1.4.4	Service Provider will be responsible to provide quality human resource with demonstrable experience in hospital as per Qualification & Experience of human resource with the commencement of services.																															
3.1.4.5	All CSSD (.) 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																															

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	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 CSSD (.) Personnel deployed to the respective client hospitals. File of CSSD (.) 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 CSSD (.) 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 CSSD (.) 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 CSSD (.) services to the hospital/ institute.
3.1.4.16	The CSSD (.) 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

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	the client hospital management or the Procuring Agency.															
3.1.4.17	The service provider will ensure that all CSSD (.) 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	<p>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 CSSD (.) 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 CSSD (.) staff invariably. Dress code of CSSD (.) Staff must be as per below mentioned descriptions:</p> <table><tr><th>Sr.#</th><th>Specification</th><th>Description</th></tr><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>"CSSD (.) Staff" as Tag Line must be mentioned on the Back of the Shirt</td></tr><tr><td colspan="3">The dress code sample must be approved from the Procuring Agency before commencement of the Services</td></tr></table>	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	"CSSD (.) Staff" as Tag Line must be mentioned on the Back of the Shirt	The dress code sample must be approved from the Procuring Agency before commencement of the Services		
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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 CSSD (.) 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 CSSD (.) 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 any non-functional Generator will be registered through written complaint to be logged by any 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.
7 PART REPLACEMENT MECHANISM	
7.1	If any part replacement is required, firm will be responsible to replace the part free of cost with brand new part.
7.2	At the end of every quarter, all requisitions made by the hospital will be sent along with the invoices and payment will be made accordingly (if and where applicable).
7.3	Printing the requisition slip or any other supporting document (Required for Invoice processing) shall be the responsibility of the Service Provider. However, following mechanism may be followed for any such repairs, replacement and maintenance; <ul style="list-style-type: none"> a) Supervisor of the Service Provider along with the Officer designated by the Chief

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	<p>Executive Officer will conduct a daily inspection of the hospital pertaining to scope of CSSD (14NOS.) Services, in order to check the functionality of every Generator along with general scope pertaining to services.</p> <p>b) A complaint pertaining to any non-functional Generator or any other similar services will be registered through written complaint to be lodged by any concerned officer of the hospital on an already developed proforma, which may contain the name and location of the hospital area, equipment, complaint logging officer and time of complaint. The format of sheet will be approved by the procuring agency.</p> <p>c) Upon resolution of the complaint, the sheet will be duly signed by the complaint logging officer, admin officer and the supervisor of service provider along with resolution time, warranty time period. Further, if any delay has been occurred beyond the specified resolution time, the delay will also be mentioned. It is further stated that a copy of the complaint sheet will remain with the lodging officer, one will be kept by the admin officer and last copy will be for the record of the Service Provider. Any penalty to be charged against the non-resolution of complaint should be supported by the subject sheet. The uptime will be calculated as per formula mentioned below $\text{Uptime} = \frac{\text{total number of days Generator remain functional}}{\text{total number of days in contract period}} \times 100$</p> <p>d) Designated Officer will prepare a quarterly performance report on received/ resolved or pending complaints and Chief Executive Officer will sign the report for efficient utilization of resources.</p> <p>e) In order to ensure quality services, any replacement/repair made by the Service Provider should be of the same quality and ensure compatibility with specifications (if applicable).</p> <p>f) All parts replaced shall be added in stock register and removed parts shall be added in dead stock register which shall duly verified and send with each invoice.</p> <p>g) Any items replaced from as per scheduled list of Equipment Replacement shall have a warranty as mentioned in the Financial Form and in case of any problem, the service provider will replace it free of cost during contract period.</p> <p>h) If any Part Replacement is made History Sheet for that Specific Part Shall be attached along with.</p>
8. TERMS OF REFERENCE FOR REPAIR AND MAINTENANCE OF EQUIPMENT	
8.1	The Service Provider must submit and maintain a comprehensive plan for maintenance of the appliances and must be responsible for the procurement of all the spare parts holdings and technical labor required for the maintenance purposes.
8.2	A complete daily general checking of the entire installation shall be carried out by the Service Provider's and they will immediately convey any abnormality in the equipment and allied systems, as well as make immediate arrangements to set right such abnormalities. Moreover, Service Provider shall maintain related records and produce such records on demand by the Hospital.
8.3	Service Provider shall ensure inspection and maintenance activities necessary to maintain/repair all contractually - covered equipment in trouble-free and smooth operating condition.
8.4	Routine maintenance will not be limited to the working schedule. The Service Provider must carry out other repair / maintenance, operation & services to up keep as and when required so as to keep the equipment in top running condition.
8.5	Service Provider must keep sufficient stock of running spare parts for immediate replacement and sufficient amount as petty Cash in hospital to avoid interruption in smooth operation.

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8.6	The Service Provider shall warrant to the hospital administration that the Goods supplied by the Service Provider, under the Contract are genuine, non- refurbished and un-altered in any way, unless provided otherwise in the e-bidding documents. The Service Provider shall provide Manufacturer's Local warranty (hereinafter referred as Warranty Period) for all items in respect of Goods, the Services and the Works, or any portion thereof, as the case may be, which will include Free, on site repair / replacement of defective / damaged parts and labor, within 24 hours of intimation.
8.7	The service provider will ensure cleaning of solar panels (if installed in the hospital)
8.8	The following equipment must be cleaned, assessed, replaced, serviced and /or repaired within stipulated time or when need arises: a) All washer disinfectors b) All sterilizers c) RO Plant d) Electrical Wiring e) Air Conditioners
8.9	The Service Provider is required to make arrangement to provide to their mechanic with the tool kit including insulation tapes, screw drivers, cutting pliers, and hammer / drill machine etc. to carry out subject work.
8.10	Apart from above, if there is any complaint, the service provider shall attend to the complaint on priority at its own cost, failing which the procuring agency shall be liable for imposition of penalty.
8.11	Any damage to the building or the any part of the equipment which might result during the operation shall be repaired by the Service Provider.
8.12	The Service Provider will maintain preventive maintenance record of equipment under maintenance contract in a Register.

9 FIRE EXTINGUISHERS

9.1	Service Provider must ensure all fire extinguisher cylinders are in proper working condition. However, refills of fire extinguisher cylinders is the responsibility of hospital administration.
9.2	All minor repairing and maintenance of fire extinguishers will be Service Providers' responsibility.

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 CSSD (.) Maintenance Services) will be stored.

10 ROUTINE MAINTENANCE REQUIREMENTS

Service provider shall carry out routine maintenance for CSSD (.) and associated equipment and systems in accordance with the following:	
10.1	Refer to O&M (Operation and Maintenance) manuals for performing maintenance and upkeep work and follow instructions therein.
10.2	Monitor CSSD (.) Unit for abnormal noise, vibration or any other condition.
10.3	Supervise inspect and maintenance activities necessary to maintain/repair all contractually-covered equipment in trouble-free and smooth operating condition.
10.4	A fitness certificate regarding performance and excellent condition of CSSD (.)(s), countersigned by the Chief Executive Officer of the Hospital, will be submitted by the Service provider along with every Quarterly bill.

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10.5	Service provider will be responsible for software calibration of electronic modules. Quarterly PPM will be carried out by the service provider. Whatever the tool/software equipment required for such calibration would be supplied/provided by service provider.							
11 PREVENTIVE MAINTENANCE REQUIREMENTS								
11.1	The service provider will be responsible for the preventive maintenance of CSSD (.) in order to keep it in functioning condition. It will be the responsibility of service provider to conduct preventive maintenance of CSSD (.). The preventive maintenance shall be carried out on quarterly basis.							
11.2	However, the number of preventive maintenance's may vary upon use and condition.							
12 REPAIR REQUIREMENTS								
12.1	The service provider shall be responsible for repair works of CSSD (.).							
12.2	In case where a CSSD (.) Unit/ Item is required to be moved outside hospital premises for repair works to be carried out outside hospital prior approval of the hospital administration must be sought which shall not be more than 03 days from the date of intimation to the hospital. However, hospital administration shall ensure proper handing over and taking over of CSSD (.) Item to be carried out outside hospital.							
12.3	Service provider must keep sufficient stock of running spare parts for immediate replacement to avoid interruption in smooth operation.							
12.4	It will be the responsibility of the service provider to immediately coordinate with the hospital biomedical engineer in order to cater with any complaint.							
12.5	Service provider will not make any alteration/modification/repair/replacement etc. in existing machinery without prior written approval of the biomedical engineer of such hospital.							
12.6	Service provider will be responsible for software calibration of electronic modules. Whatever the tool/software equipment required for such calibration would be supplied/provided by service provider.							
12.7	The service provider is required to ensure that his staff immediately responds to any repair needs and carries out the repair work within the resolution time mentioned in the penalty section. In case the time for necessary repair works exceeds the resolution time mentioned, the penalties mentioned here-under shall be levied.							
13 MANAGEMENT COST								
13.1	The management cost is the Cost that will include but not limited to the additional amount being paid to staff over and above the minimum wage, cost on account of relievers, tool kits, uniforms, equipment, biometric attendance machine etc and profit.							
13.2	This cost also include the cost under which the service provider is required to keep all the equipment / items (under the scope of mechanical, electrical, plumbing, carpentry, welding and glass work) in functional and running condition including every item / task / work / other than the item replacement as mentioned in Financial Form. The system maintenance cost shall also include all parts / consumables require to keep their equipment in working condition.							
13.3	The E-bidder shall not quote the management charges and it will be covered under maintenance contract price.							
13.4	<u>Qualification of Personnel</u> <table><tr><th>Sr. No.</th><th>Description</th><th>Job Description</th></tr><tr><td>01</td><td>Supervisor</td><td><ul style="list-style-type: none">Responsible for supervision of staff and maintenance activities as well as Act as an interface between the</td></tr></table>		Sr. No.	Description	Job Description	01	Supervisor	<ul style="list-style-type: none">Responsible for supervision of staff and maintenance activities as well as Act as an interface between the
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			<p>Procuring Agency and the Service Provider's staff.</p> <ul style="list-style-type: none"> • Maintaining duly signed daily complaint registers. • Record requests and feedback from the Procuring Agency from time to time and appropriate actions taken and coordinate any kind of shifting/ relocations of the staff and the same shall also be reported to the Procuring Agency. • Submit the required reporting forms and any other task assigned by Hospital Administration. <p><u>Qualification & Experience:</u> BSc Mechanical / Electrical/Mechatronics Engineering with minimum 03 year of relevant experience or BS Technology / DAE with minimum 10 years of relevant experience. Age: Less than 40 Years</p>	
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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><i>NAME OF PROCURING AGENCY:</i> [Mayo Hospital, Lahore]</p> <p><i>SUBJECT OF PROCUREMENT:</i> PROVISION OF CSSD (.) 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><i>NAME OF FINANCING INSTITUTION:</i> [Mayo Hospital Lahore]</p> <p><i>NAME AND IDENTIFICATION NUMBER OF THE CONTRACT:</i> PROVISION OF CSSD (.) SERVICES IN Mayo Hospital, Lahore 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 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	<i>English</i>
10	2.3.4	The price quoted shall be in PKR.
11.	2.3.4 & 2.3.9	<i>In case of 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 style="text-align: center;"><u>TECHNICAL EVALUATION CRITERIA</u></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. a) The E-bidder shall be a legally registered entity with the formal</p>
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- a) The E-bidder shall be a legally registered entity with the formal intent to enter into an agreement.
- b) The bidder shall provide the registration certificate of the Firm with Pakistan Engineering Council (PEC).
- c) The e-bidder must have at least three years' experience as a legally approved CSSD (.) 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.
- i) Past Performance

ii. (Marking Criteria)

It is mandatory for the Service providers to get at least 65 marks in the marking criteria to qualify for further procurement process; the financial proposal opening. Copies of all the required documents shall be attached;

Sr.#	Description	Max Marks
1	EXPERIENCE RECORD Three projects of 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)	30
2	FINANCIAL CAPABILITIES <ul style="list-style-type: none"> • 15 Marks will be given in case average annual turnover for the last three years is Rs. 30 million or more. • For Average Annual Turnover for the last 03 years of less than Rs. 30 million, but not less than Rs. 15 million, 10 Marks will be given. • For Average Annual Turnover for the last 03 years of less than Rs. 15 million, but not less than Rs. 10 million, 05 Marks will be given. (Audit statement of last three financial years must be attached)	15

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		3	PAST PERFORMANCE Satisfactory past performance certificate from head of the organization One Certificate= 05 Marks	15
		4	HUMAN RESOURCE MANAGEMENT	(TOTAL MARKS 30)
		4.1	Resident Engineer 01 - 02 Personnel (05 Marks) 03 - 04 Personnel (07 Marks) > 4 Personnel (10 Marks) Having minimum Qualification & Experience: • Graduate Engineer, registered with PEC in Mechanical / Electrical / Electronics / Mechatronics	10
		4.2	Supervisor / Shift Incharge 03 - 04 Personnel (05 Marks) 05 - 06 Personnel (07 Marks) > 06 Personnel (10 Marks) Having minimum Qualification & Experience: • Graduate in Engineering Technology / B-Tech in Mechanical / Electrical / Electronics / Mechatronics	10
		4.3	Electrician / Technician 05 - 10 Personnel (05 Marks) 11 - 15 Personnel (07 Marks) > 15 Personnel (10 Marks) Having Minimum Qualification & Experience: • DAE in Mechanical / Electrical / Electronics / Mechatronics 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 <u>03-06-2025</u>		
16.	2.5.1	[Insert Date & Time Here i.e. At least 30 Minutes After Closing Time Of E-bid Submission], and [Insert Name and address of Hospital]		
17.	2.6.2	Amount of Performance Guarantee is 05% of the contract amount.		
18.	2.3.6	Estimate Contract Price is _____ <u>Rs. 22,00,000/-</u> Amount of E-bid Security is _____ <u>Rs. 44,000/-</u> 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		

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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: <i>Conference Room, Surgical Tower</i> . [Insert Date & Time Here i.e. 30 Minutes More Than Submission Time], and [Insert Name and address of Hospital]
22.	2.3.4	Not applicable
G. Award of Contract		
24.	2.6.5	Percentage for quantity increase or decrease is: 15%
25.	2.6.2	The Performance Guarantee shall be: 05% of the Contract Amount
26.	2.6.2	The Performance Security (or guarantee) shall be in the form provided in the 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 CSSD (.) 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	2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract
3.	Country of Origin	3.1. All Services supplied under the Contract shall have their origin in Pakistan.
4.	Standards	4.1. The services supplied under this Contract shall conform to the standards mentioned in the Scope of Services.
5.	Use of Contract Documents and Information; Inspection and Audit by the procuring agency.	<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	<p>7.1 The Service Provider may be required to provide any of the incidental material if any, specified in SCC.</p>
8	Payment	<p>8.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.</p> <p>8.2 The Service Provider's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, on quarterly basis, as appropriate, Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.</p> <p>8.3 As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider,</p>

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		provided the work is satisfactory. 8.4 The currency of payment is as specified in BDS/SCC
9	Prices	9.1 Prices charged by the Service Provider and Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its E-bid, with the exception of any price adjustments authorized in SCC / BDS.
10	Change Orders	10.1 The Procuring Agency may at any time, by a written order given to the Service Provider, make changes within the general scope of the Contract, only if required for the successful completion of the job. 10.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.
11	Contract Amendments	11.1 Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
12	Assignments	12.1 The Service Provider shall not assign the whole or any part of the contract to anybody else.
13	Subcontracts	13.1 Subcontracting is not allowed
14	Delays in the Service Provider's Performance	14.1. Performance of Services shall be made by the Service Provider in accordance with the Schedule of Requirements/Work Plan/Deployment Plan as prescribed by the Procuring Agency in Section VII. 14.2. If at any time during performance of the Contract, the Service Provider encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without fines and penalties. 14.3. Except as provided under GCC Clause 17, a delay by the Service Provider in the performance of its contractual obligations shall render the Service Provider liable to the imposition of fines and penalties

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15	Liquidated Damages	<p>15.1 Subject to GCC Clause 17, if the Service Provider fails to start providing the Services as per requirement/ within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the unperformed Services for each week or part thereof 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>
16	Termination for Default	<p>16.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:</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 of The PPRA Act, 2009. d) "Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009: <i>"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</i>

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		<p><i>may include any of the following:</i></p> <ul style="list-style-type: none"> i. <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> ii. <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 artificial, noncompetitive levels for any wrongful gain;</i> iii. <i>offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</i> iv. <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> v. <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>16.2 In the event, the Procuring Agency terminates the Contract in whole or in part, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.</p>
17	Force Majeure	<p>17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result</p>

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		<p>of an event of Force Majeure.</p> <p>17.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Service Provider, may agree to exclude certain widespread conditions e.g.: epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".</p> <p>17.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.</p>
18	Termination for Insolvency	<p>18.1 The Procuring Agency may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.</p>
19	Termination for Convenience	<p>19.1 The Procuring Agency, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>19.2 The Services that are complete (if applicable) within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices.</p>
20	Resolution of Disputes	<p>20.1 After signing the contract, the Procuring Agency and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p>

[Handwritten signatures]

		20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.
21	Governing Language	21.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
22	Applicable Law	22.1 The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.
23	Notices	23.2 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC. 23.3 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
24	Taxes and Duties	24.1 Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until provision of the contracted Services to the Procuring Agency.
25	Extension in Contract period	25.1 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 contract 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.


CHIEF EXECUTIVE OFFICER
MAYO HOSPITAL LAHORE

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

3. Incidental Materials (GCC Clause 7)

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

4. Payment (GCC Clause 8)

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

Payment for Services provided:

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

Invoice Checklist (to be attached with invoice)			
Sr.	Description	Annexure	Attached
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	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 9)

GCC 9.1—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 20)

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

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

7. Governing Language (GCC Clause 21)

GCC 21.1—The Governing Language shall be English

8. Applicable Law (GCC Clause 22)

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

9. Notices (GCC Clause 23)

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 26)

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

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Section-VII. Schedule of Requirements/ Deployment Plan

PROVISION OF 365 DAYS /24 HOURS GENERATOR SERVICES IN Mayo Hospital, Lahore

DETAILS OF GENERATOR SERVICES/HUMAN RESOURCE REQUIRED

Shifts	Supervisor Nos.	Technician Nos.
Morning	01	03 with helpers
Evening	01	03 with helpers
Night	Oncall	02 with helpers

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

LIST OF SPARE PARTS

All relevant spare parts will be the responsibility of firm. Firm will bound to keep stock of spare parts for optimum functioning of equipment and minimum downtime.

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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.

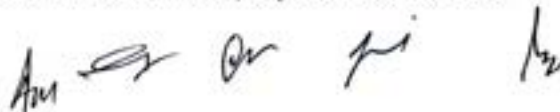
Until a formal Contract is prepared and executed, this E-bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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-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 _____

[Handwritten signatures]

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	

Amir Q. Q. J. J.

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: _____

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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 GENERATOR SERVICES IN [Mayo Hospital Lahore]" for procurement of GENERATOR Services.

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 _____

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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 _____

[Handwritten signatures]

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 *GENERATOR Services 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 ___the ___(for the Procuring Agency)
Signed, sealed, delivered by _the ___(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 GENERATOR Services for 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,

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]

GENERATOR SERVICES FOR 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 Amount on monthly basis (PKR) as per Financial E-bid Form 8.7.3:

Total Amount on annual basis (PKR) as per Financial E-bid Form 8.7.3:

Sign: Designation: Stamp:

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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]

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ANNEXURE – A

FINES & PENALTIES

S. NO.	DESCRIPTION	PENALTY
1	Uptime 95% and above	No Penalty
2	Uptime 90% to 94%	Extension of maintenance contract by down time x 2
3	Uptime 85% to 89%	Extension of maintenance contract by down time x 3
4	Below 84%	Extension of maintenance contract by down time x 4

IMPORTANT POINTS:

The administration and service provider shall create a WhatsApp Group to address the operational issues and complaint management for immediate response. However, official correspondence shall be made as per Govt. norms. The respective hospital will share the details of the performance penalties from time to time to the Service Provider.

Note:

The Service provider shall be bound to pay its staff before 10th of each month through E-channel only, and the E-channel Receipt (signed & stamped by Service Provider) must be attached with the Quarterly Invoice for processing

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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) & Lubrication of the complete Central Sterilization Supply System (C.S.S.D) plant including Washer Disinfector (02 Nos), Steam Sterilizer (1012E-2), Low Temperature Formaldehyde Sterilizer LTSF, H2O2 Sterilizer, Table Top Sterilizer Air Compressor, R.O. Plant, Packing Tables, Trollies and Other Accessories manufactured by M/S. Antonio Matachana Spain & M/S. ATOS Srl, Italy installed in Surgical Tower, Mayo Hospital, Lahore 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:-

1. SCOPE OF WORK

- ☞ Checking / Inspection / Repairing and routine maintenance of C.S.S.D Plant.
 - ☞ The routine / periodic maintenance / service, as per schedule, shall include the following:-
 - a) Function and operation safety check
 - b) Adjustment, setting and lubrication
 - c) Correction of detected defects which result from normal wear and tear.
 - d) Performing preventive work where this is deemed necessary by the company.
 - e) Safety / mandatory modifications, if any; recommended by the manufacturer.
 - f) Replacement of all defective parts immediately (if any).
- 1- Four Planned preventive maintenance (PPM) / modifications shall be performed by the service provider as per the manufacturer's recommended schedule. Service Provider shall perform all maintenance works as
 - I. Prescribed by the equipment manufacturer,
 - II. per good industry practice,
 - 2- per recommended / approved by the Procuring Agency and as per terms and conditions of this Contract.
 - 3- The firm shall be responsible for arranging special tools and test instruments or measuring devices required for maintenance / repair of equipment.

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2- SPARE PARTS

- 2.1. All kind of spare parts during the term of this contract shall be ensured by the firm which is required to keep the equipment in working condition.
- 2.2. The firm shall replace the new part(s) required for complete functioning of the system. The replaced defective parts will be returned to the End-user and will be the property of the hospital.

3- UPTIME GUARANTEE

- 3.1 Uptime shall be defined as the time available to the user for doing procedures / data acquisition and processing during working hours throughout the year.
- 3.2 Service Provider checks system performance during and after every 4-months. An "optimal percentage" will be calculated by dividing "system in service" hours by hours available, both measured on the basis of working hours as detailed above.
- 3.3 If the uptime percentage for the measurement period (04 months) shall fall short of 95% the following formula will be applied to determine additional days in the contract period.
- 3.4 The Engineer of said firm will be available (On Call) and will be available within one hour after the call. Similarly on Holidays a contact number will be given for responding any emergency calls. A Senior Service Engineer of said firm will visit the department and should be available in concerned section at-least 3 – 4 hours daily for rectification of faults going beyond capacity of maintenance staff, this service will be provided within quoted cost.
- 3.5 The Company shall make best efforts to keep down time of the machines to a minimum but guarantee a minimum 95% uptime during the period of contract. Uptime percentage will be calculated by dividing "System in Service Hours" by "Available Hours" both measured on 14 hours / day basis excluding Sunday and Government declared holidays. Should the equipment / machine fail to achieve 95% Uptime, then a penalty will be applied according to following schedule:-

3.6 Up-Time Guarantee:

<u>Up-Time</u>	<u>Penalty</u>
100 – 95%	None
95 – 90%	Extension of Contract at no further cost by down time x 2
90 – 80%	Extension of Contract at no further cost by down time x 3
Below – 80%	Extension of Contract at no further cost by down time x 4

4- DOWN TIME

- 4.1. Down time is defined as the failure in the equipment operation to acquire or process the data or procedure, resulting in inability to carry out the required procedure properly.
- 4.2. Down time will start when the end user / BME or staff in-charge notifies the designated service facility verbally, by phone call or in-writing to qualified technical staff of the Service Provider stationed in the hospital. Being a tertiary care setup, the staff of the Service Provider will be bound to respond swiftly and visit site within 1 hour of intimation.

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4.3. Down time will once the repairs have been affected and the system is again available for clinical use, to be duly noted in writing in log books by the Service Provider qualified technical staff verified by the hospital staff.

4.4. Response time, whatever the time, shall be considered as down time.

5- **BACK UP EQUIPMENT AND SPARE PARTS**

5.1. The firm shall be responsible for arranging special tools and test instruments or measuring devices required for maintenance / repair of equipment.

5.2. The service provider is bound to make sure the availability of all required parts in their ready stock during the contractual period. There shall be no cause for delay for importing the defective parts.

5.3. The company shall, during the tenure of contract, keep in stock parts recommended by the manufacturing company for minimizing down time. If any part or parts of the equipment become unserviceable it shall promptly be replaced with a new part. This contract covers all parts of the system including elements.

5.4. It is agreed that replaced defective parts will be returned to the Department (incharge equipment) to be duly entered into dead stock register. Further these parts will be subsequently handed over to the contracting firm at the prevailing market rates. The rates will be calculated by the hospital condemnation committee.

6- **PAYMENT & PAYMENT TERMS**

6.1. The CLIENT shall pay to the party a total sum of _____ (in figure) _____ inclusive of all taxes as Annual charges for service & maintenance contract of Complete C.S.S.D Plant of Accident & Emergency Department including replacement of all parts (if found defective) for period of ONE YEAR w.e.f _____ to _____ and extendable according to bidding documents.

6.2. The amount shall be divided into four equal installments and paid at the end of each quarter after successful functioning of the system.

6.3. The down time will be calculated at the end of last quarter according to contract clause No.3.6 mentioned above.

7- **CLIENT RESPONSIBILITY**

7.1. The Client shall allow only the authorized personnel of the party to carry out the maintenance services on the system

7.2. The Client shall make the equipment available for preventive / corrective maintenance and calibration, lubrication and services on agreed dates.

7.3. The Client shall provide all utility services required for the equipment. The environmental conditions in the equipment room shall be maintained by the firm as per recommendations of the manufacturer.

8- **ARBITRATION**

8.1. In case of any dispute between the Procuring Agency and the service provider(s) the matter shall be referred to the Arbitrator, i.e. Additional Secretary Technical, Specialized Healthcare and Medical Education Department will be the Arbitrator. The decision of the Arbitrator shall be final and binding on the agency and the service providers to accept and abide.

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9. **TERMINATION**

- 9.1. If the procuring agency is not satisfied with the services of the service provider it will give a One Month notice to the service provider, in writing. However, the procuring agency reserves the right to terminate the agreement at any time during the period of Contract whether there is any breach of any clause of contract or not, if it considers so, in the larger public interest which will not be challengeable in any court of law.

In case of any terms introduced by the Government of the Punjab, will be incorporated in the contract and the contractor will be bound to comply with.

All remaining terms & conditions would also be applicable as per bidding documents.

10- **FORCE MAJEURE**

- 10.1. In case of event of "Force Majeure" the service provider will be bound to take all reasonable precautions, due care and reasonable alternative measure in order to carry out the terms & conditions of the contract and will have to inform the procuring agency in writing about the occurrence of such an event and measures taken.

- 10.2. The Party shall perform all services in good faith. However, in the event of Force Majeure any party shall be entitled to suspend performance of its obligations. Force Majeure shall be deemed to be any event or occurrence beyond such party's control, as a result of which said party is unable to comply with its obligations or can't reasonably be required to do so, and shall include acts of God, Civil Disturbances, wars, floods, acts of the public enemy, hyper-inflation.

11. **CONTRACT PERIOD**

This contract shall be for a period of One year from _____ to _____

For & on behalf of
M/S.

For & on behalf of
Mayo Hospital, Lahore

C.N.I. Card #:
WITNESS – I

Incharge Bio-Medical Engineer

C.N.I. Card #:
WITNESS – II

Addl. Medical Superintendent (R&M)

C.N.I. Card #:

Director / AMS (A&E)/ (End-user)

MEDICAL SUPERINTENDENT

CHIEF EXECUTIVE OFFICER

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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.	Affidavit (as per e-bidding documents) on non-judicial Stamp Paper of Rs.100/- The firm has not been black listed by the Procuring Agency. 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. Affidavit for correctness of information. Undertaking that the personnel shall be given minimum wage salary notified by the Punjab Government or more. E-bidder is neither blacklisted by the Procuring Agency nor is any litigation pending in this regard. Affidavit for correction of information Form (as per form of E-bidding documents) on letter head of the firm, duly signed and stamped.	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 _____

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