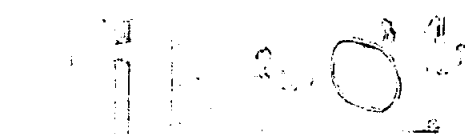




CHILDREN HOSPITAL FAISALABAD
 JHANG ROAD FAISALABAD
 +92-041-9203065

2024-25

**BIDDING DOCUMENTS FOR PROCUREMENT OF GENERAL STORE ITEMS,
 STATIONARY ITEMS, PRINTING ITEMS, LINEN ITEMS & FURNITURE &
 FIXTURE**



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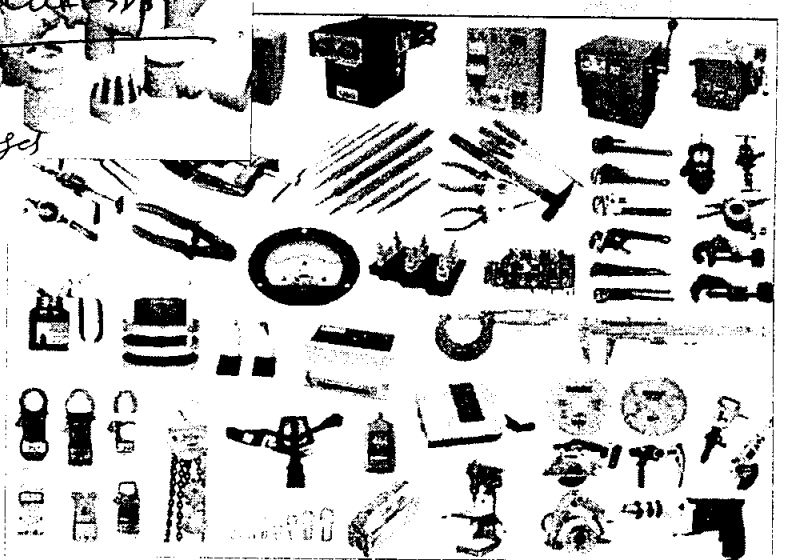
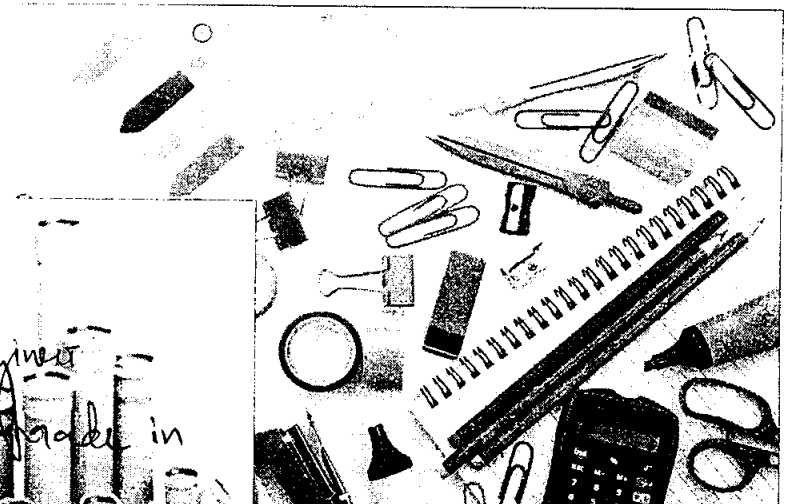
Dr. Imran Qadir
 DMS (Purchase)
 Children Hospital, Faisalabad.

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Children Hospital Faisalabad
 Jhang Road Faisalabad

~~IT Manager~~

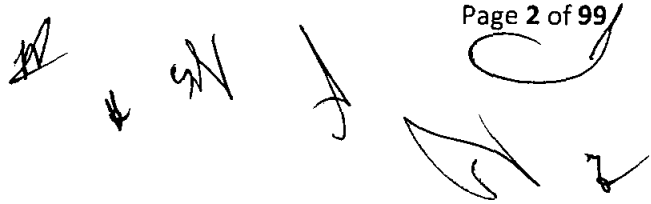
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اے روزنامہ نئی/اسلام آباد کراچی پشاور کوئٹہ فیصل آباد اور گوجرانوہ سے ہر ایک وقت شائع ہونے والا قومی اخبار

Daily Nai Baat

روزنامہ نئی

چیف ایڈیٹر: چیمبر علی الرحمن

ہفتہ 9 ربیع الاول 1446ھ 14 ستمبر 2024ء 30 جمادوں 2081 ب

TENDER NOTICE (2024-25)

Children hospital Faisalabad invites sealed bids from the firms having established credentials in term of technical, financial and managerial capabilities for the following tenders for Children Hospital, Faisalabad, during financial year 2024-25.

Note: Details of items is available in bidding documents.

Sr #	Name of Tender	Last date & time for purchase of tender documents	Last date & time for tender submission	Date & time of tender opening	Estimated Cost	Bid security
1.	General Store Items	03-10-2024 10:00 AM	03-10-2024 10:30 AM	03-10-2024 11:00 AM	6.17 Million PKR	2% Bid security Estimated price of each quoted item in tender in favor of Medical Superintendent, Children Hospital Faisalabad.
2.	Stationary Items	03-10-2024 10:00 AM	03-10-2024 10:30 AM	03-10-2024 11:30 AM	1.95 Million PKR	
3.	Printing Items	03-10-2024 10:00 AM	03-10-2024 10:30 AM	03-10-2024 12:00 NOON	1.69 Million PKR	
4.	Linen Items	03-10-2024 10:00 AM	03-10-2024 10:30 AM	03-10-2024 12:30 PM	6.67 Million PKR	
5.	Furniture & Fixture	03-10-2024 10:00 AM	03-10-2024 10:30 AM	03-10-2024 01:00 PM	0.8 Million PKR	

1. Interested bidders may get the bidding documents and specifications as per schedule mentioned above from the Office of the Medical superintendent Children Hospital Faisalabad, on submission of written application on letter head and a copy of CNIC along with payment of non-refundable price of Rs. 1000/- (One Thousand only) for each bidding document.
2. Single Stage, Two Envelop bidding procedure will be applied. The envelopes should be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters. Financial proposal of bids found technically non-responsive will be returned un-opened to the respective bidders.
3. All bids should be submitted in tape or ring binding. All documents should contain an index and accurate page marking, attached in sequence as indicated for evaluation in the bidding document and signatures & stamp of authorized person are mandatory on every page of technical proposal & financial proposal.
4. All participating bidders are requested to quote prices inclusive all applicable Govt. Taxes & Duties. The Conditional offer (Without inclusive taxes) will be rejected.
5. Bidding documents will be available after the publication of this tender notice.
6. bidding documents is also available at www.ppra.punjab.gov.pk & <http://chf.edu.pk>

MEDICAL SUPERINTENDENT
CHILDREN HOSPITAL
FAISALABAD

IPL-8800

1.1 INVITATION TO BIDDERS

Bid Ref No. IPL-8800

BIDDING DOCUMENTS FOR THE PURCHASE OF BIDDING DOCUMENTS FOR PROCUREMENT OF GENERAL STORE ITEMS, STATIONARY ITEMS, PRINTING ITEMS, LINEN ITEMS & FURNITURE & FIXTURE

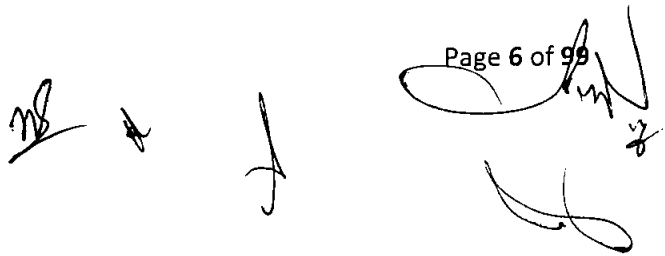
sealed Bids on *bulk/framework basis, item wise basis*. Bidders i.e. firms/companies/sole proprietor/ general order suppliers etc. engaged in trading, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc). The Bids shall be received as per single stage two envelope procedures.

Bidding Document, in the English language, can be purchased by the interested Bidders on the submission of a written application to the addressee below and upon payment of a non-refundable fee of Pak Rs. 1000 /- which will be deposited in Govt. Treasury under Head

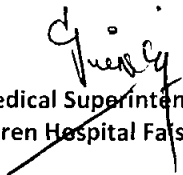
Sr. NO.	Description	Estimated Amount (in millions)	2% bid security of estimated price of each item
	General Store Items	6.17 Million PKR	Item Name, Quantity, Mode of Procurement (CFR/CPT/DDP/DAP etc.) and Warranty of Particular item required should be mentioned in Technical specifications of that particular item
	Stationary Items	1.95 Million PKR	
	Printing Items	1.69 Million PKR	
	Linen Items	6.67 Million PKR	
	Furniture & Fixture	0.8 Million PKR	

Bids must be delivered to the addressee below on or before **03-10-2024 at 10:30 AM**. All bids must be accompanied by a Bid Security of **2%** of the estimated price in the form of LDR/Bank Guarantee / Demand Draft / Pay Order. Late Bids shall be rejected. The Bids will be opened on the same day at **as prescribed in tender notice** in the presence of the bidders' representatives who may choose to be present at the address below. Interested eligible Bidders may obtain further information from the Office of *Medical Superintendent Children Hospital Faisalabad* at the address given below from date of advertisement uploaded on PPRA Website. Bid Validity period will be 90 days.

Bidding Documents will be immediately available after the publication of tender notice. *Medical Superintendent Children Hospital Faisalabad* will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In case




on official holiday on the day of submission, next day will be treated as closing date. The
bidding document carrying all details can also be downloaded from website of Punjab
Procurement Regulatory Authority <http://ppra.punjab.gov.pk> & Children Hospital
Faisalabad <http://chf.edu.pk>


Medical Superintendent
Children Hospital Faisalabad

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Section-II: Instructions to Bidders (ITB)

Note:- All the procurement procedures will 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 will prevail.

2.1. Introduction

- 2.1.1 Scope of Bid
- i) The Medical Superintendent Children Hospital Faisalabad invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. The successful Bidders will be expected to deliver, install/ commissioning) the goods within the specified period and timeline(s) as stated in the BDS.
- 2.1.2 Source of Funds
- i) The Procuring Agency Children Hospital Faisalabad in the Bid Data Sheet has received budget from the 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 bids has been issued.
- 2.1.3 Eligible Bidders
- i) The Invitation to Bids is open to all suppliers i.e. association of firms/companies/sole proprietor/ general order suppliers/ JVs, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.) except as provided hereinafter.
 - ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation to Bids [if applicable].
 - iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
 - iv) Bidders shall not be under a declaration of blacklisting by the

Procuring Agency.

- v) In the case of a Joint Venture, Consortium, or Association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The Joint Venture, Consortium, or Association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.

[It is upon procuring agency to decide the participation of Bidders in J.V mode. The limit on the number of members of JV or Consortium or Association and extent of their role shall be prescribed in BDS, in accordance with the guidelines issued by the PPRA].

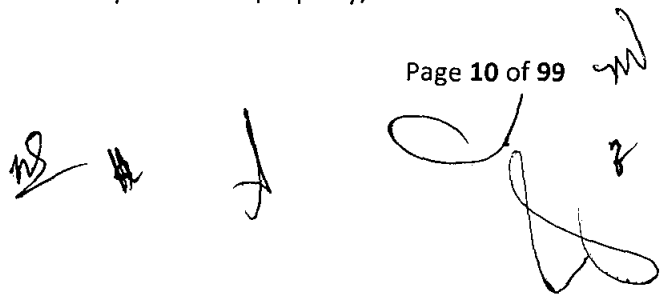
- vi) The appointment of Lead Member in the Joint Venture, Consortium, or Association will be confirmed by submission of a valid JV or Consortium agreement to the Procuring Agency.
- vii) Any agreement that form a Joint Venture, Consortium or Association shall be required to be submitted as part of the Bid and shall be attested.
- viii) Any bid submitted by the Joint Venture, Consortium or Association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
- ix) The invitation for Bids is open to all prospective Supplier, 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 bid data sheet.
- x) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with

one or more parties in this bidding process, if they:

- a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.
- b) Have controlling shareholders in common; or
- c) Receive or have received any direct or indirect subsidy from any of them; or
- d) Have the same legal representative for purposes of this Bid; or
- e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

xii) A Bidder may be ineligible if –

- (a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
- (b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
- (c) Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;

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- (d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;
 - (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
 - (f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
 - (g) The firm, supplier and contractor is blacklisted/ debarred by any international organization.
- xiii) 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.
 - xiv) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
 - xv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

2.1.4. Eligible Goods and Services

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

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iii) The origin of goods and services is distinct from the nationality of the Bidder. *In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.*

2.1.5. Cost of Bidding

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

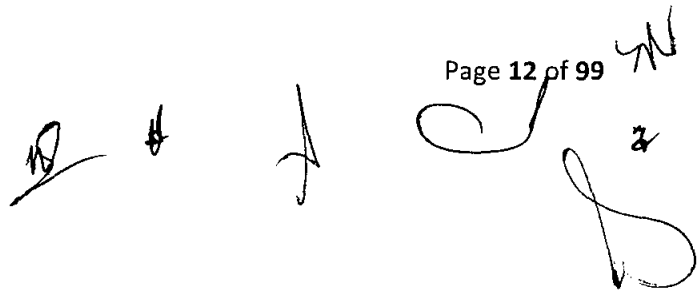
2.1.6. One person one bid

- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
- ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

- i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
- (a) Invitation to Bids
 - (b) Instructions to Bidders (ITB)
 - (c) Technical Specifications
 - (d) Bid Data Sheet
 - (e) General Conditions of Contract (GCC)
 - (f) Special Conditions of Contract (SCC)
 - (g) Schedule of Requirements



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- (h) Bid Form
 - (i) Manufacturer's Authorization Form
 - (j) Bidder Profile Form
 - (k) General Information Form
 - (l) Affidavit
 - (m) Bid Security Form
 - (n) Technical Bid Form
 - (o) Contract Form
 - (p) Financial Bid Form / Price Schedule
 - (q) Performance Guarantee Form
 - (r) Check List
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
 - iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
 - iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.
- 2.2.2. Clarification of Bidding Documents**
- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for

[Handwritten marks and signatures]

clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.

- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.
- iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the Procuring Agency's response will be uploaded on the website of procuring agency on given date and forwarded to identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.
- v) If the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it will do so following the procedure under **ITB 2.2.3**.
- vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after

the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents and by uploading same on the website of the procuring agency. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3. Amendment of Bidding Documents

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.
- ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. Preparation of Bids

2.3.1. Language of Bid

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

2.3.2. Bid Form

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

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- 2.3.3. Bid Prices
- i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.
 - ii) Prices indicated on the Price Schedule shall be item wise
 - iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
 - iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.
- 2.3.4. Bid Currencies
- i) Prices shall be quoted in **Pak Rupees** for local/DDP items unless otherwise specified in the Bid Data Sheet.
- 2.3.5. Documents Establishing Bidder's Eligibility and Qualification
- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
 - ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
 - iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
 - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the same in Pakistan;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract)

represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

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

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

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and not restrictive.

- v) Where a sample(s) is required by a procuring agency, the sample shall be:
 - (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the **BDS**;
 - (b) carriage paid;
 - (c) received on, or before, the closing time and date for the submission of bids; and
 - (d) Evaluated to determine compliance with all characteristics listed in the **BDS**.

However, the procuring agency may also opt to ask for samples after submission of technical bids (where required)
- vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-
 - (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
 - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
- vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
- ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
- x) **Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods**

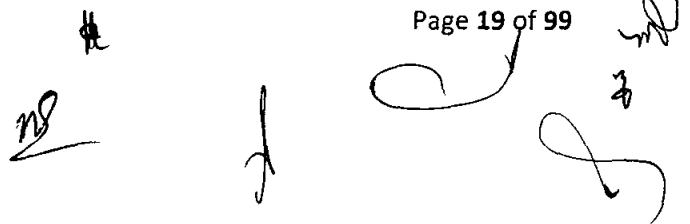
and related services which the Bidder proposes to deliver.

- xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.
- xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7. Bid Security

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for
(180) Days, beyond the validity of Bid. *[to be decided by the Procuring Agency keeping in view the time to be taken till award of contract or signing of contract agreement and chances of extension in Bid validity if any. The number of days will be expressed in word and figures].*
- iv) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than (180) days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

"38(2)(a)(vii) the financial proposal of the Bids found



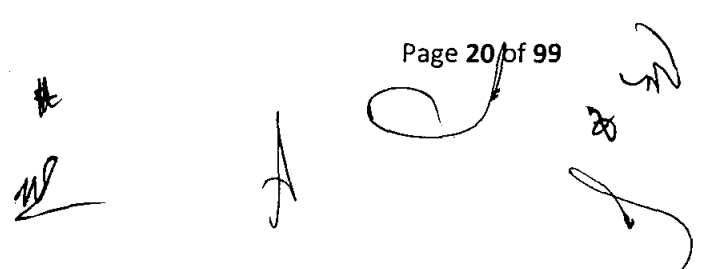
technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:

provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency”.

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vii) The Bid security may be forfeited:
 - a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - b. In the case of a successful Bidder, if the Bidder:
 - i. Fails to sign the contract in accordance with ITB Clause 2.6.3; or
 - ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
 - iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

2.3.8. Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will

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not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of Bid

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.
- ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder will be responsible for all consequences.
- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.
- iv) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.
- v) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be signed and stamped by the authorized person.
- vi) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
- vii) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.4. Submission of Bids

2.4.1 Sealing and

- i) As per Rule 24, the Bidder shall seal the original and each copy

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iv) Marking of Bids

of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

- ii) The inner and outer envelopes shall:
 - a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
 - b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE..... (time and date)," [to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.]
- iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".
- iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the Procuring Agency will assume no responsibility for the Bid's misplacement or premature opening.
- v) In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.
- vi) The inner and outer envelopes shall:
 - a) Be addressed to the Procuring Agency at the address given in the **BDS**; and
 - b) Bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 2.4.2**.

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

**2.4.2 Deadline
for Submission of
Bids**

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

the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.4.3. Late Bids

- iii) Bids shall be received by the Procuring Agency at the address specified under **BDS** no later than the date and time specified in the **BDS**.
- i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
- ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

2.4.4. Modification and Withdrawal of Bids

- i) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring Agency prior to the deadline prescribed for submission of Bids.
- ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- iii) No Bid may be modified after the deadline for submission of Bids.
- iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).
- v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for

submission of Bids.

- vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

2.5. Opening and Evaluation of Bids

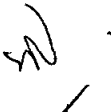
2.5.1. Opening of Bids by the Procuring Agency

- i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
- ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal will be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- iii) Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- iv) Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- v) Other envelopes holding the Bids shall be opened one at a

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time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.

- vi) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
- vii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- viii) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder`s representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder`s Bid.
- ix) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i)**.
- x) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening will include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- xi) The Bidders` representatives who are present will be requested to sign on the attendance sheet. The omission of a Bidder`s signature on the record shall not invalidate the



contents and affect the record.

xii) Minutes of the Financial Bid Opening will be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.

2.5.2.
Confidentiality

i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award will not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.

ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.

iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification
of Bids

i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency will not be considered.

ii) The request for clarification and the response will be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid will be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a

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change in the substance of a bid:

- a) Evaluation & qualification criteria;
 - b) Required scope of work or specifications;
 - c) All securities requirements;
 - d) Tax requirements;
 - e) Terms and conditions of bidding documents.
 - f) Change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
- 2.5.4. Preliminary Examination
- i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
 - ii) Arithmetical errors will be rectified on the following basis:-
 - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail, and the total price will be corrected. If the Supplier does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
 - b. If there is a discrepancy between words and figures, the amount in words will prevail.
 - iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's

responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- iv) If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
 - a) Meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
 - b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
 - c) Has been properly signed;
 - d) Is accompanied by the required securities; and
 - e) Is responsive to the requirements of the Bidding Documents.

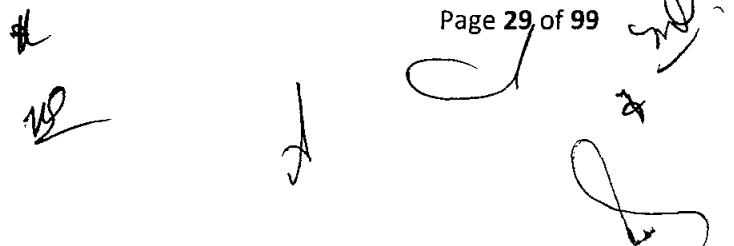
The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

2.5.5. Examination of Terms and Conditions; Technical Evaluation

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

2.5.6. Correction of Errors

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
 - a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail, and the total price will 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 will govern and the unit price will be corrected;

- b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals will prevail and the total will be corrected; and
- c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule will be treated as correct subject to elimination of other errors.

- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder will be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8.**

2.5.7. Conversion to Single Currency

- i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price will be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

2.5.8. Post-Qualification & Evaluation of Bids

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It

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will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.

- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding item wise evaluation inclusive of prevailing taxes, duties, fees etc.

2.5.9. Contacting
the Procuring
Agency

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

2.5.10. Grievance
Redressal

- i) As per Rule-67 of PPR-14, Procuring Agency will constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC will not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) Any Bidder feeling aggrieved can file its written complaint

against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same will be addressed by the Procuring Agency well before the proposal submission deadline.

- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same will be addressed by the Procuring Agency well before the proposal submission deadline.
- iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency will immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC will investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint will not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter and by email to be confirmed in writing by registered letter, that its Bid has been accepted.

- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

2.6.2. Performance Guarantee

- i) Within fifteen (15) days of the receipt of notification of award from the Procuring Agency, the successful Bidder will furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3. Signing of Contract/ Issuance of Purchase Order

- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.
- ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder will sign and mention date of the contract and return it to the Procuring Agency.
- iii) Where no such formal signing is required by the procuring agency, the procuring agency will issue purchase order after the receipt of required performance guarantee, as per rule 55

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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 Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

**2.6.5. Procuring
Agency's Right to
Vary Quantities at
Time of Award**

- i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).

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

- i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.
- ii) The Bidders will be promptly informed about the rejection of the Bids, if any
- iii) The Procuring Agency will upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

2.6.7. Re-Bidding

- i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it will assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

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2.6.8. Corrupt or Fraudulent Practices

- i) The Procuring Agency Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

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

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

- i. *Coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. *Collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. *Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. *Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- v. *Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators*

in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process."

ii) Blacklisting & Debarment:

Blacklisted Bidders i.e. firms/companies/sole proprietor/ general order suppliers/ JVs etc. and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009:

"17A. Blacklisting.— (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

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

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

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

As per rule 21 of PPR-14:

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

(a) acted in a manner detrimental to the public

interest or good practices;

(b) consistently failed to perform his obligation under the Contract;

(c) not performed the Contract up to the mark; or

(d) indulged in any corrupt practice.

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

(a) will forward the decision to the Authority for publication on the website of the Authority; and

(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

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

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

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

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

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

- 1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
- 2. The show cause notice will contain:*
 - (a) precise allegation, against the bidder or Contractor;*
 - (b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from*

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participating in any public procurement of the procuring agency; and

- (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
- 3. The procuring agency will give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
 - 4. In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency will decide the matter on the basis of available record and personal hearing, if availed.*
 - 5. In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
 - 6. The procuring agency will give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
 - 7. The procuring agency will decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
 - 8. The procuring agency will decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing will be reckoned from the last date of personal hearing.*
 - 9. The procuring agency will communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
 - 10. The procuring agency will, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
 - 11. If the procuring agency wants the Authority to debar the*

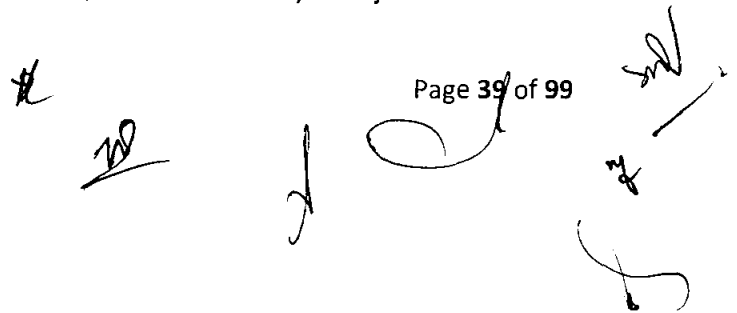
bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency will specify reasons for such dispensation.

12. *The Authority will immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director will issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson will issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
15. *In every order of blacklisting under rule 21, the procuring agency will record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The Authority will upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor will immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
17. *An effort will be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”*

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

2.6.9. Quantity and volume of the goods to be considered in mind [Framework Contract Modality]

- i) While quoting the rate in a framework contract, the Bidder must consider the following facts:
 - a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet.
 - b. The Bidder have to maintain the rates of the goods for the whole financial year.
 - c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.



Section-III. Technical Specifications

(for the guidance of procuring agencies to formulate generic specifications)

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite to Bidders to respond realistically and competitively to the requirements of the Procuring Agency. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of Bid evaluation facilitated. The specifications will require that all goods and materials used to make the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from previous similar procurements in the same country are useful in this respect. The use of metric units (*MKS System*) is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods, although not necessarily to be used in a particular procurement. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant will apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region,

other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

As per Rule-10 of PPR-14, reference to brand name and catalogue number should be avoided as far as possible; where unavoidable, they should always be followed by the words "or equivalent."

Rule-10 is reproduced for convenience of the Procuring Agency:-

"10. Specifications.—(1) A Procuring Agency will determine specifications in a manner to allow the widest possible competition which will not favor any single contractor nor put others at a disadvantage.

(2) The specifications will be generic and will not include references to brand names, model numbers, catalogue numbers or similar other classifications but if the Procuring Agency is satisfied that the use of, or a reference to, a brand name or a catalogue number is essential to complete an otherwise incomplete specification, such use or reference will be qualified with the words "or equivalent".

(3) The provisions contained in sub-rules (1) and (2) will not apply to any procurement made by a Procuring Agency which is a public sector commercial concern on the demand of a private sector client specifying, in writing, a particular brand, model or classification of equipment, machinery or other objects."

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Agency with the Bidding documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Agency during contract execution.

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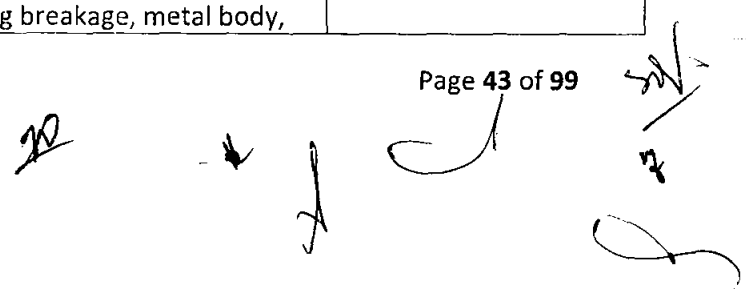
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3.1. Technical Specifications

Sr. No	Name of Item	General Store Items	
		Specification	Estimated Price
1.	Lozen cell AA	AA, 1.5 V, non-rechargeable, Best Quality, Toshiba or equivalent	41000
2.	Drip Stand	5-6 caster base, 3/4" Molding SS pipe 18 SWG non rustable, four hangers, non-magnetic minimum 18" distance from rod base to casters	162000
3.	Needle Cutter	HD, Best Quality, Heavy duty steel cutting blade	202500
4.	Polythene Bags Small White 18x24"	Friendly Environment Local, Odorless, Minimum 10 kg weight bear quality	360714
5.	Polythene Bags large White 30x36"	Friendly Environment Local, Odorless, Minimum 10 kg weight bear quality	360714
6.	Polythene Bags large red 30x36"	Friendly Environment Local, Odorless, Minimum 10 kg weight bear quality	360714
7.	Spray Oil Insecticide 3.785 Ltr	Local 3.785 ltr/pack Good Fragrance, Tyfone or equivalent	78000
8.	Patient stool Stainless steel	18" top stainless steel made non-magnetic 18 SWG round shape height adjustable base molding pipe 1", 16 gauge with 4-5 stand base	80000
9.	Thermometer Clinical	Imported, Best Quality, Mercury type standard with cover	41000
10.	Face Mask Disposable	3 Layer, 65 gsm, Nose pin, long laces, blue or green color, as per sample	61000
11.	Yellow/Safety Boxes	5 liters capacity, inner polythene, hard card	81000
12.	Waste Drum with cover 72 Liters Plastic	Fresh Plastic made heavy duty	61000
13.	Adult Size Ambu Bag with set of 3 Face Masks without Non-re-breathable bag	Silicon Made, Autoclavable, imported, Adult AMBU with 1,2, adult size facemasks	20,765
14.	Paeds Size Ambu Bag with set	Silicon Made, Autoclavable,	83,060

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	of 3 Face Masks without Non-breathable bag	imported, Peads size AMBU with 3 masks sized: 00,0,1	
15.	Neonatal Size Ambu Bag with set of 3 Face Mask without Nonre-breathable bag	Silicon Made, Autoclavable, imported, Neonatal AMBU with 3 masks sized: 00,0,1	41,530
16.	Laryngoscopes with a set of 4 blades	25 sets of Laryngoscope with 4 straight blades sized:(00,0,1,2) 15 sets of Laryngoscope with 4 curved blades sized: (0,1,2,3)	162000
17.	Mercury B.P Apparatus desk type	Double tubing, Mercury with silicon bladder, Set of BP apparatus with 4 cuffs, Cuff Size: Neonatal, Infant, child size, adult size, 1 year warranty of in case of malfunction without breakage.	108000
18.	Mercury B.P Apparatus stand type, metallic body, height adjustable, with wheels	Double tubing, Mercury with silicon bladder, Set of BP apparatus with 4 cuffs, Cuff Size: Neonatal, Infant, child size, adult size, 1 year warranty of in case of malfunction without breakage.	70000
19.	O2 Flow meter compatible bed head unit	3-4" Insert Nozal Type compatible to bed head unit Type as per socket in hospital emergency, nursery, pediatric icu, and wards.	216000
20.	Weight machine Adult with Height Scale	BQ, HD imported	101000
21.	Sanjad bond	B/Q, Heavy duty	5000
22.	Gru	B/Q, Heavy duty, water base liquid, rate per Kg	11000
23.	Wheel for Stretcher Trolleys	3"-4", heavy duty, ball bearing type, lockable	14000
24.	Silicon	B/Q, Heavy Duty, 300 ml Bottle	14000
25.	Silicon Gun (empty)	B/Q, Heavy Duty, Imported, Jumbo Size 500 ml capacity	41000
26.	Cell AAA	B/Q, non-rechargeable, Toshiba or equivalent	20250
27.	Plastic Jota	B/Q, 2-3-liter water capacity	27000
28.	Electric Heater 3000 Watt	2 rods, 1500 watts per rod, with 2-year warranty with parts excluding breakage, metal body,	162000

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		best quality.	
29.	Lead Figures	B/Q, local	27000
30.	Stretcher Trolley	Mold stainless steel, as per sample	81000
31.	Electric Kettle	Anex or equivalent 2000 watts with 2-year warranty with parts	20500
32.	Tongue Depressor	Wooden disposable type	11000
33.	Screen For Partition	As per sample, standard size	4100
34.	Iron Stand for Lead Apron	T Style 18 SWG, MS 3/4 Molding pipe with hanger and base 36" rod height 36" standing	21000
35.	Extension lead	Board size 8x6", 3000-watt, wire 3/29 02 core, 10 ft., B/Q with machine roller, Heavy Duty, Local, best quality, wooden board	24000
36.	Piston Type Nebulizer 220Volts	B/Q, with 1 year warranty of maintenance and parts excluding breakage,	81000
37.	Ari Blade	Master, Faisal, Aqua Metal or equivalent, standard size	1400
38.	Ari Frame Poland	Master, Faisal, Aqua or equivalent, standard size	3100
39.	Key Pana set	10 pcs per set 2B/Q, standard size	3100
40.	Bolt cut basin SS	Master, Faisal, Aqua or equivalent, standard size	8100
41.	C.P Nipple 6"	Master, Faisal, Aqua or equivalent, Size 6"	25000
42.	Casting neck	Master, Faisal, Aqua or equivalent, standard size	21000
43.	Connection pipe brass bolt 18"	Master, Faisal, Aqua or equivalent	1700
44.	Connection Pipe 24'	Master, Faisal, Aqua or equivalent	17000
45.	Gate wall 32 PPR	Master, Faisal, Aqua or equivalent, Turk plastic extra size	13000
46.	Jali P-trap SS made	Master, Faisal, Aqua or equivalent	7500
47.	magic Epoxy	100 g, Master, Faisal, Aqua or equivalent	2160
48.	Plaster of Paris	Master, Faisal, Aqua or equivalent	6800
49.	Pipe 32mm weight 1000g PN	Master, Faisal, Aqua or equivalent	45000

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# 20		14 ft. Length	
50.	Pipe 25mm 1000g PPR PN 20	Master, Faisal, Aqua or equivalent 14 ft. Length	45000
51.	Pipe 4" PVC PPR	Master, Faisal, Aqua or equivalent 14 ft. Length	13000
52.	Pipe PVC 3" PPR	Master, Faisal, Aqua or equivalent 14 ft. Length	7000
53.	Pipe Medium 1 1/4" PVC PPR	Master, Faisal, Aqua or equivalent 14 ft. Length	13000
54.	Spindle 14" Full length	Master, Faisal, Aqua or equivalent, standard size	24000
55.	Teflon Tape	12mm *10 meter *0.075mm Master, Faisal, Aqua or equivalent	8100
56.	1 Cock	Master, Faisal, Aqua or equivalent, standard size	10125
57.	Union PPR 32	Master, Faisal, Aqua or equivalent	6800
58.	Welding rod 12 No	Master, Faisal, Aqua or equivalent,	6800
59.	Wheel brand die 2"	Master, Faisal, Aqua or equivalent	8100
60.	Door Locks	63mm, China, stainless steel with 3 keys, best quality	20000
61.	Side pillar Cock Brass	Master, Faisal, Aqua or equivalent	61000
62.	C.P Nipple 1"	Master, Faisal, Aqua or equivalent	5400
63.	C.P Nipple 2"	Master, Faisal, Aqua or equivalent	8100
64.	Sink Complein	Master, Faisal, Aqua or equivalent, standard size	6800
65.	Basin Mixture Connection Washal	Best Quality	2700
66.	Rubber Pipe Water	3/4" dia H/D best quality	27000
67.	Soap dish	Steel, best quality	6800
68.	Thread	Parachute, as per sample	1400
69.	Heater PPR Joint	With box with 6 month warranty	7000
70.	Pipe Cutter	Electrical steel pipe cutter with 6 month warranty	7000
71.	Screw Driver	Straight 6"inch standard dual best Quality	1000
72.	Slip Joint	Best Quality, As per sample	500

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73.	Grinder	Imported 5", 1 year warranty	7000
74.	Screw Wrench	Standard Size adjustable Best Quality As per sample	2100
75.	Plier Electric	imported	4100
76.	40/76 Wire Two Core	Azmat/Copper gat or Equivelent	9600
77.	3/29 Wire Single Core (R+B)	Azmat/Copper gat or Equivelent	6600
78.	3/29 Wire Two Core	Azmat/Copper gat or Equivelent	15000
79.	7/29 Wire Single Core (R+B)	Azmat/Copper gat or Equivelent	13000
80.	7/29 Wire Two Core	Azmat/Copper gat or Equivelent	25000
81.	7/36 Wire Single Core	Azmat/Copper gat or Equivelent	16000
82.	7/36 Wire Two Core	Azmat/Copper gat or Equivelent	33000
83.	LED Bulb (Choori Type) 18 watt, 220 V	Philips or Pak Lite or equivalent , 1 year warranty	22500
84.	LED Bulb (Choori Type) 40 watt, 220 V	Philips or Pak Lite or equivalent, 1 year warranty	10000
85.	LED Bulb 12 watt	Philips or Pak Lite or equivalent, 1 year warranty	15000
86.	One way Switch Bush Hi-Life	Bush Hi-Life or equivalent	10000
87.	One way Socket, Hi-Life	Bush Hi-Life or equivalent	6000
88.	Light Plug 1x5, Hi-Life	Bush Hi-Life or equivalent	9000
89.	Power Plug Bush	Bush Hi-Life or equivalent	15333
90.	3 Pin Light Plug Shoe with Handle	K.M, Best Quality, 10 AMP, 220V	9000
91.	2 Pin Light Plug Shoe with Handle	K.M, Best Quality, 10 AMP, 220V	3000
92.	3 Pin Shoe Power Plug with Handle	K.M, Best Quality, 15 AMP, 220V	10000
93.	Multi Power Plug Shoe	JPI or equivalent	13000
94.	Power Plug	K.M, 220V 15 AMP	10000
95.	Capacitor 3.5 μ f	Fuji or equivalent , 220 Volt	12500
96.	Jumbo Holder (Screw Type)	Local	1500
97.	Computer Socket /Universal	K.M/Heavy, 220V	4000
98.	Docket Patti Clump (small)	Best Quality, Local	15000

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99.	Wooden Gatti small	Best Quality, Local	2000
100.	Star Set with 9pcs	Best Quality, Local	7500
101.	High Voltage Plier	Best Quality, Standard Size	15000
102.	Screw driver set large	Best Quality	5000
103.	hammer small	Total, Best Quality	8000
104.	Electric Gloves Large	Best Quality, Local	9000
105.	Clump Meter Amp(AC/DC, Voltage/Amp. meter)	Best Quality, Local	2500
106.	Electric Bag Pack	Best Quality, Local	6000
107.	Key Set small	Best Quality, Local	3000
108.	Tester	Local, 220V To 440V	2000
109.	Torch/Flash Light Large	Best Quality, Range 1 Kilo Meter, Rechargeable	3500
110.	Measure Tape 100 Meter	Best Quality, Plastic	10000
111.	Flood Light Water Proof with rawal bolt	200 watts, Delta/NS or equivalent	40000
112.	Flood Light Water Proof with rawal bolt	100 watts, Delta/NS or equivalent	75000
113.	Board Electric 6-Hole Piano fitting	Local	15000
114.	Wire Cutter Small	Best Quality	3000
115.	Wire Cutter Large	Best Quality	3000
116.	Panna Set	Local	5000
117.	Gotti Set	Local	5000
118.	Over Load Relay	5" 60/70 AM,180-480 AC Schindler	24000
Total Amount (with @18% GST)			Rs. 4,424,332/-

Stationary Items

Sr. No	Name of Item	Specification	Estimated Price
1.	Bali Point Red & Blue Clipper	0.7mm Needle Nib Ball Dia Size 136x10 mm, as per sample	9440
2.	Board Marker Erasable	B/Q, ketone base ink, Erasable, Quick dry line width 2 mm, Refill ink style, Black, Blue, green, red colour as per sample	8850

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3.	Paper Legal Size (500 per sheets per packet) for photostat	BLC, Copymate or equivalent, 70 g, B/Q, as per sample	153400
4.	Computer Paper size A4 (500 per sheets per packet)	BLC, Copymate or equivalent, 70 g, Offset, B/Q, as per sample	1534000
5.	Eraser Rubber	B/Q, as per sample	1062
6.	Fluid Marker	B/Q, as per sample	10620
7.	Flapper Patti with Dori	2" flapper Patti, Dori 24x1/4", as per sample	11800
8.	Ink Blue 60 ml	B/Q, as per sample	2950
9.	Marker Permanent All Colour	B/Q, as per sample	10620
10.	Plain Register	120 Leaves, legal page size, flying paper, 70 grams	138060
11.	Stapler Machine Standard	B/Q, plier type	7375
12.	Sharpener Metallic	B/Q	1062
13.	Tag Colour Paper	Different colour, pack of 04 color minimum	2832
14.	Lead Pencil	2HB, B/Q	3540
15.	Tape for Binding	3"x60 mtr, B/Q	3186
16.	X-Ray Sheet for Binding	14x9", plain sheet, local B/Q	3540
17.	Stapler Pin Heavy Duty for binding	23x24", B/Q	1416
18.	Stapler Pin Heavy Duty for binding	18x20", B/Q	2124
19.	Stapler Pin for stapler Machine	24/6x1000 staples, B/Q	17700
20.	Notice Board with green sheet	3"x4", Best quality	8260
21.	Stamp Pad	Best quality	4130
22.	Stamp Pad Ink	Best quality	4130
23.	Carbon Paper	13x8", blue or black leave	5900
Total Amount (with @18% GST)			Rs. 1,945,997/-

Printing Items

Sr. No	Name of Item	Specification	Estimated Price
1.	B.P, Pulse, Temperature, Sheet	13x9", local printed paper, 100 L/pad, 68 g	16500
2.	Bio Chemistry Pad	14x9", both sides printed, 100 L, 68 g	16500
3.	Blood Reaction Form	13x9", local printed paper, 100 L/pad, 68 g	5500
4.	Blood Bank Combine Register	17x27", both sides printed, 250L,	1600

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		68 g	
5.	Blood Bank Stock Register	17x27", both sides printed, 250 L ,68 g	1600
6.	Blood Compatibility Form	13x9", 100L /pad, 68 g, local printed paper	11000
7.	High Risk Consent Form	14x9" 68 g,100 L, dual print	3300
8.	Call Request Form	14x9" 68 g,100 L, Change Sample	16000
9.	Check list for Anesthesia/Surgical Procedure	68 g local,100 L Legal, dual print	5500
10.	Clinical Lab Investigation Register	14x9" 68 g,200 L	1600
11.	Donor History Form	68 g local,100 L Legal, dual print	5500
12.	Daily Progress Sheet	68 g local,100 L Legal	16500
13.	Death Certificate	One Leave original and an Auto carbon copy leave ,14x9"100 L 68 g	3300
14.	DPV Sheet Cardiology	As Per Sample	1650
15.	Expense Book 400 L	68 g 13-L,400 L,imported paper,Page marking, legal, hard board binded,with raxin corner, with 15 Leave Index pages	18000
16.	CSI Fluid Register	14x9", 68 g,200 L, page marking, hard board binded	2400
17.	Hematology Pad	14x9", 68 g 100L	27500
18.	Medicine Requisition Slip	13x9", 100L /pad, 68 g, local printed paper	110000
19.	Medicine Sheet	13x9", 100L /pad, 68 g, local printed paper	66000
20.	Mortality Summary Register	14x9", 68 g,200 L, page marking, hard board binded	800
21.	Operation Notes	13x9", 100L /pad, 68 g, local printed paper	16500
22.	Payment Deposit Register	14x9", 68 g,200 L, page marking, hard board binded	1920
23.	Receipt Book Lab/X Ray	8x6", one original and other auto carbon copy, 100 L, page marking	11200
24.	Urine Complete Pad	13x9", 100L /pad, 68 g, local printed paper	27500
25.	USG X Ray, CT Scan Entry Register	14x9", 68 g,400 L, page marking, hard board binded	11250
26.	Quality Control Register Hematology	14x9", 68 g,400 L, page marking, hard board binded	6750

27.	Quality Control Register Chemistry & Bio Chemistry	14x9", 68 g,400 L, page marking, hard board binded	9000
28.	Investigation Printed Form	13x9", 100L /pad, 68 g, local printed paper	77000
29.	Serology Register	14x9", 68 g,400 L, page marking, hard board binded	6750
30.	Serology Pad	13x9", 100L /pad, 68 g, local printed paper	27500
31.	USG KUB Writing pad	100 Leave ,legal 68 g, imported	5500
32.	USG inguino-scrotal writing pad	100 Leave ,legal 68 g, imported	5500
33.	Admission Register New with Foot Print	17x27", 400 L, dual print,hard card and leather binded	6750
34.	Admission Chart	14x9", 68 g,10 L, dual print, local	600000
35.	Admission Chart	14x9", 68 g,2 L, dual print, local	60000
36.	Medicine Requisition Performa Radiology	14x9", 68 g,100 L	1100
37.	Investigation Record Performa Neonatology ward	14x9", 68 g,100 L, dual print	44000
38.	Vent Monitoring Form	As Per Sample	5500
39.	Patient Guide Booklet	15 L, dual print, 9x6" card binded, 03 or 04 colour For Spacial Children	27000
40.	ADHD Card	11.5"x9" dual print card 300 g, 2-3 colours	5000
41.	Portage Guide to early education	11.5"x9" dual print card 300 g, 2-3 colours	26000
42.	Down Syndrom Booklet	04 L, Dual Print, 8x6"	7000
43.	OG Feeding Chart	13x9", 100L /pad, 68 g, local printed paper	5500
44.	Patient Information Tag	9x6", 250 g, art card printed paper	90000
45.	Daily Attendance Report	13x9", 100L /pad, 68 g, local printed paper	4400
46.	History Report	13x9", 100L /pad, 68 g, local printed paper	11000
47.	Admission Detail Form	13x9", 100L /pad, 68 g, local printed paper	5500
48.	Mother Card	Two side Folded, art card, 250 g, 9x6" central cutting	10500
49.	Patient X Ray, CT Scan Form	13x9", 100L /pad, 68 g, local printed paper	5500
50.	Mortality Data Form	As Per Sample	4400
51.	Office File White	Single tag, 17x27", art card 300 g,	27000

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52.	Round Performa	02 leave,2-3 colours 13x9", 100L /pad, 68 g, local printed paper	5500
53.	S.S.P Performa	13x9", 100L /pad, 68 g, local printed paper	1100
54.	Green Colour Performa Emergency Investigation	For Emergency Lab Test13x9", 100L /pad, 68 g, local printed paper, green colour	44000
55.	Anesthesia Surgery Medicine Performa	13x9", 100L /pad, 68 g, local printed paper	27500
56.	Discharge Slips	13x9", 100L /pad, 68 g, local printed paper	27500
57.	NOS Discharge Copy	15 L, dual print, 9x6" card binded, 03 or 04 colour	37500
58.	CKD Discharge Copy	15 L, dual print, 9x6" card binded, 03 or 04 colour	15000
59.	RTA Discharge Copy	15 L, dual print, 9x6" card binded, 03 or 04 colour	10500
60.	Sterilization Register CSSD	400 L, 68 g, legal paper binded page marking	6750
61.	Daily Surgery Performa OT	13x9", 100L /pad, 68 g, local printed paper	5500
62.	Total Number of Procedure OT Form	13x9", 100L /pad, 68 g, local printed paper	4400
Total Amount (with @18% GST)			Rs. 1,668,520/-

Linen Items

Sr. No	Name of Item	Specification	Estimated Price
1	Surgeon gown KT Cloth with Logo	60x60/16x16, all colors and sizes with hospital monogram printed as per sample	212400
2	Eye / Abdomen Sheet for Procedure	40 inch 40 inch with Eye circle Cut 10 inch Dia Dossotti As per sample 36x36/20x20 , as per sample	283200
3	Mackintosh 48"	Rate/mtr.As per sample, best quality	47200
4	Nalki Thread	Thread all colour polyester 300 mtr. best quality	1770
5	OT Kits for Doctors	60x60/16x16, with hospital monogram Best Quality, As Per Sample, Stitched, Small Medium & Large Shirt with Trouser Colored,green,Blue	194700

PC Cloth Green Colour for draw sheet	60x60/16x16, green/blue Best Quality, As Per Sample,39" Wide	472000
Gray Cloth	36" width,36x36/20x20,as per sample	17700
Wialmal cloth	36" width cotton 60x60/16x16,as per sample	94400
uniform for Class 4	Skin Friendly, 32" width 80x80/20x20 Wash & Wear,Cotton/KT Cloth, As per Sample	293820
Total Amount (with @18% GST)		Rs. 1,617,190/-

Furniture & Fixture

Sr. No	Name of Item	Specification	Estimated Price
1.	Iron Cupboard/Almari	Length 6 feet, width 3 feet, Depth 1.5 Feet, 4 Shelves 5 Drawer with handle Lock 22g minimum wt=58kg,02 year Warrenty with parts after sale	141600
2.	Medicine Trolley	04 lockable casters 3",stainless steel non magnetic 25 mm dai 18 SWG round pipe, 02 shelves, 02 steel drawer sliding,41" Lx17" wx34"H, 3" bar around Top02 year Warrenty with parts after sale	88500
3.	Computer Chair	Plastic with 2 jack with seat as per sample best quality heavy duty,02 year Warrenty with parts after sale	177000
4.	Crash Cart Trolley	Mobile on 4 lockable casters, built in suction unit, polycarbonate, sterilization suction jar, oxygen cylinder holder, tilttable bed area, draz for storage, IV pole hanger, light for examination, S/S heaters,26"x26"x59",	295000
Total Amount (with @18% GST)			Rs. 702,100/-

Section-IV: Bid Data Sheet

Notes on the Bid Data Sheet

Section IV is intended to assist the Procuring Agency in providing the specific information in relation to corresponding clauses in the Instructions to Bidders included in Section II, and has to be prepared separately for each specific procurement.

The Procuring Agency will specify in the Bid Data Sheet information and requirements specific to the circumstances of the Procuring Agency, the processing of the procurement, the applicable rules regarding Bid price and currency, and the Bid evaluation criteria that will apply to the Bids. In preparing Section IV, the following aspects will be checked:

- (a) Information that specifies and complements provisions of Section II will be incorporated.
- (b) Amendments and/or supplements, if any, to provisions of Section II as necessitated by the circumstances of the specific procurement, will also be incorporated.
- (c) The Procuring Agency will formulate Bid Data Sheet in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise and form of contract will be adopted (FOR). However, for a standard procurement/contract contents of a generalized Bid Data Sheet will be as follows:]

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

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	<p>Name of Procuring Agency: Medical Superintendent, Children Hospital Faisalabad</p> <p>The subject of procurement is: General Store Items, Stationary Items, Printing Items, Linen Items & Furniture & Fixture to be supplied at consignee's end on FOR basis.</p> <p>Period for delivery of goods: 45 days from the issuance of supply order.</p> <p>Commencement date for delivery of Goods: 45 days from the issuance of supply order.</p>
2.	2.1.2	<p>Financial year for the operations of the Procuring Agency: <i>financial year 2024-25</i></p> <p>Name of Project/ Grant (Non-Development): funds issued by SHC&ME deptt. Govt of Punjab Lahore</p> <p>Name of financing institution: <i>Government of the Punjab</i></p> <p>Name and identification number of the Contract: General Store Items, Stationary Items, Printing Items, Linen Items & Furniture & Fixture and IPL # <i>8800</i></p>
3.	2.1.3 (iv)	<p>Maximum number of members in the joint venture, consortium or association shall be: As per SOP's. J.V. form 8.2 should be followed.</p>
4.		<p>Ineligible country(s) is Israel or any other country notified by Govt. of Pakistan for Non-ties of business.</p>
5.	2.3.6(iii)	<p>Demonstration of authorization by manufacturer: <i>not required.</i></p>
B. Bidding Documents		

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6.	2.2.2	The address for clarification of Bidding Documents is the Office of the Medical Superintendent Children Hospital Faisalabad
7.	2.2.2	Pre-bid meeting will not be held.
8.	2.3.9	The number of bidding documents to be completed and returned is in one original
C. Bid Price, Currency, Language and Country of Origin		
9.	2.3.1	<i>The language of the bid and mechanism of its translation if required -English</i>
10.	2.3.4	The price quoted will be <u>F.O.R (Inclusive all Taxes)</u> .
11.	2.3.4	<i>The prices offered will be fixed.</i>
12.	2.1.4 (ii)	Country of origin: Pakistan/Imported
D. Preparation and Submission of Bids		
13.	2.1.3	Qualification Criteria/Knock down criteria. i. <i>Minimum one year experience required for bidder and product</i> ii. <i>Registration of the Bidder with relevant forums/ organizations.</i> iii. <i>Registration with relevant tax authority i.e. FBR/PRA etc. as active tax payer.</i> iv. <i>Minimum 02 Million PKR based on average turn over for last three years</i> v. <i>Affidavit to the effect that:-</i> <ul style="list-style-type: none"> • <i>Bidder is not currently blacklisted by the Procuring Agency.</i> • <i>The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder will be blacklisted as per Law/ Rules.</i> • <i>The provided information is correct.</i> vi. <i>Bidder is authorized dealer for supply of goods.....</i> vii. <i>.....(as per requirement of the Procuring Agency).</i>
14.	2.3.6&2.3.7	Spare parts required for <u>one</u> of year of operation.
15.	2.2.2	Bid shall be submitted to: The Office of Medical Superintendent, Children Hospital Faisalabad Street address: <i>Jhang Road, Near G.C University New Campus</i> City/Town: <i>Faisalabad</i>
16.	2.4.2	The deadline for Bid submission is a) Day: <i>Thursday</i>

		b) Date:03-10-2024																		
		Time: 10:30 AM																		
17.	2.5.1	Time, date/ Month/ Year, and place for Bid opening.																		
		<table border="1"> <thead> <tr> <th>Sr. No</th> <th>Name of Tender</th> <th>Bid Opening</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>General Store Items</td> <td>03-10-2024 11:00 AM</td> </tr> <tr> <td>2</td> <td>Stationary Items</td> <td>03-10-2024 11:30 AM</td> </tr> <tr> <td>3</td> <td>Printing Items</td> <td>03-10-2024 12:00 NOON</td> </tr> <tr> <td>4</td> <td>Linen Items</td> <td>03-10-2024 12:30 PM</td> </tr> <tr> <td>5</td> <td>Furniture & Fixture</td> <td>03-10-2024 01:00 PM</td> </tr> </tbody> </table>	Sr. No	Name of Tender	Bid Opening	1	General Store Items	03-10-2024 11:00 AM	2	Stationary Items	03-10-2024 11:30 AM	3	Printing Items	03-10-2024 12:00 NOON	4	Linen Items	03-10-2024 12:30 PM	5	Furniture & Fixture	03-10-2024 01:00 PM
Sr. No	Name of Tender	Bid Opening																		
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4	Linen Items	03-10-2024 12:30 PM																		
5	Furniture & Fixture	03-10-2024 01:00 PM																		
18.	2.6.2	Amount of Performance Guarantee is: 5% of each awarded item.																		
19.	2.3.8	Estimated Contract Price is: Amount of Bid security is 2% of estimated price of each item (mentioned on tender form)																		
20.	2.3.9	Bid validity period after opening of the Bid is: 90 days																		
21.	2.3.10	Number of copies of the Bid to be provided are: No Copies Required.																		
		E. Opening and Evaluation of Bids																		
22.	2.5.1	<p>The Bid opening will take place at: Office of the Medical Superintendent Children Hospital Faisalabad</p> <p>Street address: <i>Jhang Road</i></p> <p>Building/Plot No. <i>Near GC University New Campus</i></p> <p>City/Town: <i>Faisalabad</i></p> <p>Country: <i>Pakistan</i></p> <p>Day : <i>Thursday</i></p>																		

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		Date: 03-10-2024
		Time : 12:00 PM
23.	2.3.5	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>PKR</i>
		F. Bid Evaluation Criteria
24.	2.5.8	Criteria to Bid evaluation. [As per rule-31 of PPR-14, a Procuring Agency is required to formulate evaluation criteria listing all the relevant information against which a Bid is to be evaluated.] Mode of Purchase: FOR

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Model/ Tentative Evaluation Criteria may, inter alia, contain the following:

Sr. No.	Description	Allocated Marks	Total Marks
1	Company Profile, Experience & International Certifications if any.		
i.	Company Profile Years of operations (From Registration date of NTN / FBR) <ul style="list-style-type: none"> • One (1) mark for one (1) year experience will be awarded. • Maximum marks may be awarded, if the firm has 10 years or more experience. (Maximum 20 marks will be awarded) 	20	
ii.	Relevant Experience Similar assignments / supplies over last 05 years. 1 similar project= 05 marks 2 similar projects= 10 marks 3 similar projects = 20 marks Purchase orders / supply orders / completion certificates must be attached, otherwise, no marks will be awarded.	20	
iii.	Value of Projects Capital Cost of similar projects / Supplies completed over last 05 years If the total value is equal to or more than the value of current project i.e. PKR [to be filled by the procuring agency.] 1 or one project= 05 marks may be awarded 1 or two projects = 10 marks may be awarded and so on Purchase orders / supply orders / completion certificates must be attached, otherwise, no marks will be awarded.	10	
2	Financial Position		
i.	Annual Turnover (last 03 years) If the total annual turnover indicated in audit report/tax return of last three years is equal or above PKR: 02 Million PKR then maximum allocated marks may be awarded.	10	

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	<p>If total turnover during last three years is upto PKR 1.8 Millions = 08 marks</p> <p>If total turnover during last three years is upto PKR 1.6 Millions = 06 marks</p> <p>If total turnover during last three years is upto PKR 1.4 Millions = 04 marks</p> <p>If total turnover during last three years is upto PKR 1.2 Millions = 00 marks</p> <p>Audit statement of last three financial years must be attached, otherwise, no marks shall be awarded.</p>		
ii.	<p>Tax Return</p> <p>Active Tax Payer for Financial Year 2024-2025</p>	05	
iii.	<p>Bank Balance / Credit Limit</p> <p>If bank balance / credit limit up-to 30th June, 2024 is equal to or more than estimate of current purchase, full marks may be awarded. Otherwise, the marks may be awarded as:</p> <p style="text-align: center;">$\frac{\text{Closing Balance or Credit Limit} \times 05}{\text{Estimate of Current Purchase}}$</p>	10	
3.	<p>Human Resource</p>		
i.	<p>Total HR strength of firm / company (Payroll of June 2024 mandatory)</p> <p><i>[the procuring agency should devise a mechanism for the allocation of marks to HR strength keeping in view the nature and requirement of procurement.]</i></p> <p>List of staff will be provided by Bidder with necessary details. (01 point for each employee)</p>	05	
ii.	<p>List of Technical Staff</p> <ul style="list-style-type: none"> • Technical staff having Bachelor / Masters degree / Technical Qualification. • 02 marks for each degree holder Maximum marks=05 <p>In case of medical field related projects, training certificate will be required by the procuring agency with the bid.</p>	05	
4.	<p>Offices / infrastructure</p> <p>e.g.: List of offices at</p> <p>Any other city = 01 mark each (within this city: 10 marks)</p> <p>(maximum 15 marks)</p> <p>Required details are as under:-</p> <p>Complete address, ownership / rent agreement, years of office established on the same place. In case of missing</p>	15	

information, no mark may be awarded.

Total	100

Only the Bids securing minimum 60% marks would be declared technically accepted.

[Note 1:- sample needs to be submitted, 02 samples of each quoted item.]

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G. Award of Contract

2.6.5	Percentage for quantity increase or decrease is: <i>not more /less than 15%</i>
2.6.2	The Performance Guarantee shall be: 5% of each awarded item
2.6.2	The Performance Security (or guarantee) will be in the form of: <i>CDR/Bank Draft/Pay order/ Bank Guarantee/Banker's Cheque</i>



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Section-V: General Conditions of Contract

[The Procuring Agency formulate a General Condition of Contract in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise and form of contract is adopted (i.e. FOR) However, for a standard procurement/contract contents of a generalized General Conditions of Contract are as follows:]

1. Definitions

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

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

Goods and Services under this Contract.

(j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

2. Application

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

3. Country of Origin

{where applicable}

3.1. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2. For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from ~~which~~ where the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

3.3. The origin of Goods and Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

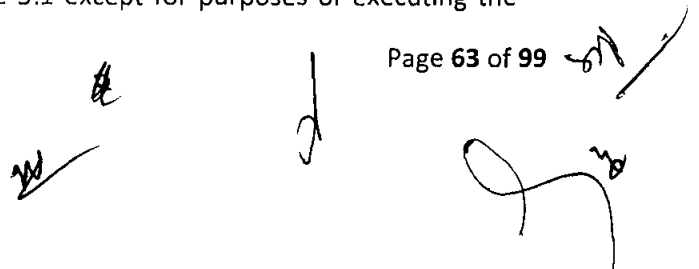
4. Standards

4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

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

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

5.2. The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the



Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

5.4. The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the donors, if so required by the donors.

6. Patent Rights

6.1. The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Agency's country.

7. Performance Guarantee

7.1. Within fifteen (15) days *[to be decided by the procuring agency]* of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

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

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

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

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

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8. Inspections and Tests

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

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

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

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

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

9. Packing

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

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

10. Delivery and Documents

[in case of framework Modality the Procuring Agency may amend these condition as per its requirements]

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

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

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

11. Insurance

[if required and decided by the Procuring Agency]

11.1. The Goods supplied under the Contract will be delivered *FOR basis* duty form paid under which risk is transferred to the buyer after having been delivered, hence is sellers' responsibility.

12. Transportation

12.1. The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, including insurance and storage, as will be specified in the Contract, and related costs will be included in the Contract Price.

13. Incidental Services

[if required and decided by the Procuring Agency]

13.1. The Supplier will be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods;

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- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and will not exceed:

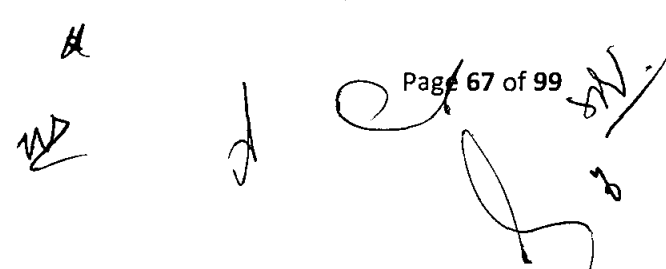
- (i) the prevailing rates charged for other parties by the Supplier for similar services; and
- (ii) original price of goods.

14. Spare Parts

[If required and decided by the Procuring Agency]

14.1. As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

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



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15. Warranty

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

15.2. This warranty will remain valid for one year after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

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

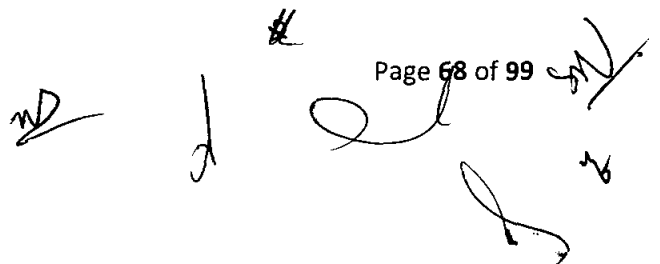
15.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.

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

16. Payment

16.1. The method and conditions of payment to be made to the Supplier under this Contract will be specified in SCC.

16.2. The Supplier's request(s) for payment will be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

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16.3. As per rule-62 of PPR-14, payments will be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory.

16.4. The currency of payment is *PKR*

17. Prices

17.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.

18. Change Orders

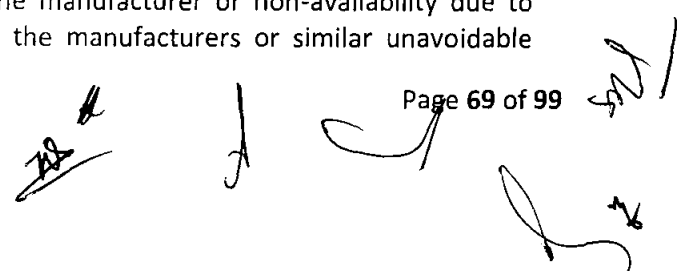
18.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment will be made in the Contract Price or delivery schedule, or both, and the Contract will accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

19. Contract Amendments

19.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract will be made except by the mutual consent through written amendment signed by the parties. No variation in finalized brands/ makes/models will be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable

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constraints.

20. **Assignment** 20.1. The Supplier will not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

21. **Sub-contracts** 21.1. The Supplier will notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, will not relieve the Supplier from any liability or obligation under the Contract.

21.2. Subcontracts must comply with the provisions of GCC Clause 20.

22. **Delays in the Supplier's Performance** 22.1. Delivery of the Goods and performance of Services will be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements-

22.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier will promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency will evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension will be ratified by the parties by amendment of Contract.

22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations will render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.

23. **Liquidated Damages** 23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency will, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC

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Clause 24 along with other remedies available under PPR-14.

24. Termination
for Default

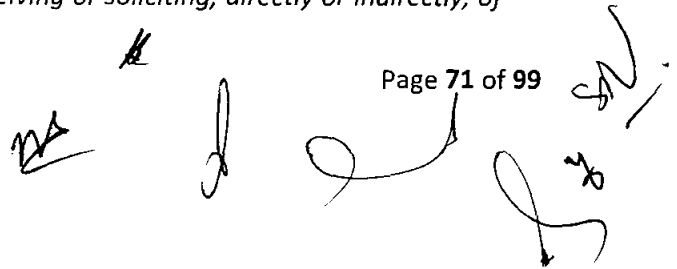
24.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

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

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

(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, 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:

- vi. 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;*
- vii. 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;*
- viii. offering, giving, receiving or soliciting, directly or indirectly, of*



anything of value to influence the acts of another party for wrongful gain;

- ix. 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;*
- x. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process*

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

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

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

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

26. Termination for insolvency

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

27. Termination for Convenience

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

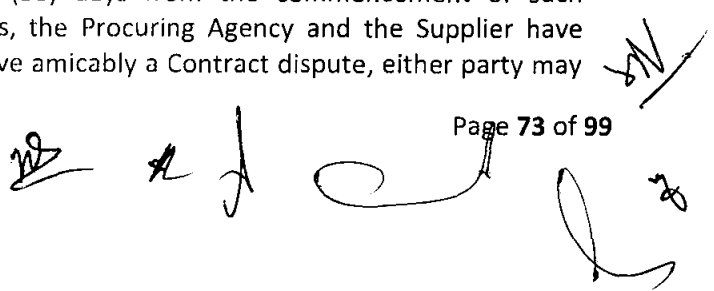
27.2. The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

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

28. Resolution of Disputes

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

28.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may

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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.

29. **Governing Language**

29.1. 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.

30. **Applicable Law**

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

31. **Notices**

31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

31.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. **Taxes and Duties**

32.1. Supplier will be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be.

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Section-VI. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the Bid Data Sheet in Section IV, the clauses in this Section are intended to assist the Procuring Agency in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section II complement the General Conditions of Contract included in Section V, specifying contractual requirements linked to the special circumstances of the Procuring Agency, the Procuring Agency's country, the sector, and the Goods purchased. In preparing Section VI, the following aspects should be checked:

- (a) Information that complements provisions of Part one Section V must be incorporated.
- (b) Amendments and/or supplements to provisions of Section II, as necessitated by the circumstances of the specific purchase, must also be incorporated.
- (c) The Procuring Agency should formulate Special Conditions of Contract in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise/package wise and form of contract to be adopted (i.e. DDP, CIF, C&F, FOR, FOP etc. if applicable). However, for a standard procurement/contract contents of a generalized Special Conditions of Contract may be as follows:

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Special Conditions of Contract

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

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: Medical Superintendent Children Hospital Faisalabad

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

GCC 1.1 (i)—The Supplier is: The bidder or supplier firm supplying the required Goods or Services under this contract.

Sample Provision

GCC 1.1 (j)—The Project Site is: Children Hospital Faisalabad

2. Country of Origin (GCC Clause 3)

Pakistan & All imported except Made in Israel

3. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, 5% of the Contract Price, will be:

[The following provision should be used in the case of Goods having warranty obligations.]

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

4. Inspections and Tests (GCC Clause 8)

GCC 8.6 Inspection and tests prior to shipment of Goods and at final acceptance are as follows: *[if so required by the Procuring Agency]*

5. Packing (GCC Clause 9)

GCC 9.2.—[This SCC shall supplement GCC Clause 9.2, exact details of the requisite packages be provided]

6. Delivery and Documents

(GCC Clause 10) [format of contract is to be decided by the Procuring Agency, however, a model provision for DDP is as follows]

Sample provision (DDP terms)

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

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods; (if applicable)
- (iii) copies of the packing list identifying contents of each package; (if applicable)
- (iv) insurance certificate; (if applicable)
- (v) Manufacturer's or Supplier's warranty certificate; (if applicable)
- (vi) Where applicable (Pre shipment/ port/ Procuring Agency Delivery site, inspection certificate), issued by the Procuring Agency nominated inspection agency, and the Supplier's factory inspection report (Inspection type depends on the nature of procurement and volume of procurement); and
- (vii) Certificate of origin. (if required by procuring agency)

7. Insurance

(GCC Clause 11) [where applicable]

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

8. **Incidental Services (GCC Clause 13)**

GCC 13.1—Incidental services to be provided are:

[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier will be included in the Contract Price.]

9. **Spare Parts**

(GCC Clause 14) [where applicable]

GCC 14.1—Additional spare parts requirements are:

Sample provision

GCC 14.1—Supplier will carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit. (if applicable)

10. **Warranty**

(GCC Clause 15)

11. **Sample provision**

GCC 15.2—In partial modification of the provisions, the warranty period will be 366 days of operation or 12 months from date of acceptance/satisfactory installation of the Goods or (12) months from the date of shipment (if applicable), whichever occurs earlier. The Supplier will, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier will, at its discretion, either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

(b) pay liquidated damages to the Procuring Agency in case of failure to meet the contractual guarantees.

[rate to be decided by the Procuring Agency but it should be reasonable]

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GCC 15.4 & 15.5--The period for correction of defects in the warranty period is: 12 months

12. Payment (GCC Clause 16)

Sample provision

GCC 16.1--The method and conditions of payment to be made to the Supplier under this Contract will be as follows:

Payment for Goods supplied: *[to be decided by the Procuring Agency as per rule-62 of PPR 14]*

Payment may be made in Pak. Rupees in the following manner: *(to be decided by the Procuring Agency)*

(i) Running Bill modality. (or as per case may be)

13. Prices (GCC Clause 17)

Sample provision

GCC 17.1 --Prices will be fixed and will not be adjusted.

14. Liquidated Damages (GCC Clause 23)

GCC 23.1 --Applicable rate:

Maximum deduction:

[Applicable rate will be one-half (0.5) percent per week, and the maximum will be five (05) percent of the Contract Price after that Procuring Agency may proceed for the termination of contract along-with other remedies available under PPR-14.]

15. Resolution of Disputes (GCC Clause 28)

GCC 28.2--The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 will be as follows:

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

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16. Governing Language (GCC Clause 29)

GCC 29.1 --The Governing Language shall be: English

17. Applicable Law (GCC Clause 30)

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

18. Notices (GCC Clause 31)

GCC 31.1- Procuring Agency's address for notice purposes: Medical Superintendent
Children Hospital Faisalabad

Supplier's address for notice purposes: As given in technical bid

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Section-VII. Schedule of Requirements

The Procuring Agency should formulate Schedule of Requirements in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise/package wise and form of contract to be adopted (i.e. DDP, CIF, C&F, FOR, FOP etc. if applicable) However, for a standard procurement/contract contents of a generalized Schedule of Requirements may be as follows.]

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the Bidding documents by the Procuring Agency, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section VIII. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of increase and decrease of quantity at the time of award of contract pursuant to ITB Clause 2.0.5

The date or period for delivery should be carefully specified, taking the date prescribed herein from which the Procuring Agency's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

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7.1 Schedule of Requirements

[The Procuring Agency should formulate Schedule of requirement in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise and form of contract to be adopted (i.e FOR). However, for a standard procurement/contract, contents of schedule of requirement may be as follows.]

The delivery schedule expressed as weeks/months stipulates a delivery date which is the date at which delivery is required.

Number **Description** **Quantity** **Delivery schedule (shipment)**
45 days from the issuance of supply order¹

In order to determine the correct date of delivery hereafter specified, the Procuring Agency has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

Number	Description	Quantity	Delivery schedule (shipment) in weeks

#

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Section-VIII: Sample Forms

[The Procuring Agency should formulate Sample Forms in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise/package wise and form of contract to be adopted (i.e. DDP, CIF, C&F, FOR, FOP etc. if applicable). However, for a standard procurement/contract, contents of generalized Sample Forms may be as follows.]

Notes on the Sample Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 2.2.3 & 2.3.4 and in accordance with the requirements included in the Bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Procuring Agency, pursuant to ITB Clause 2.3.8

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections pursuant to ITB Clause 2.5.6 and GCC Clause 17, acceptable deviations e.g., payment schedule pursuant to GCC 16, spare parts pursuant to ITB Clause 2.3.6 & 2.3.7, or quantity variations pursuant to ITB Clause 2.6.5. The Price Schedule and Schedule of Requirements, deemed to form part of the contract, should be modified accordingly.

The **Performance Guarantee** and **Bank Guarantee for Advance Payment** forms should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide Performance Guarantee and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Agency and pursuant to GCC Clause 7.3 and SCC 10, respectively.

The **Manufacturer's Authorization** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 2.3.6(iii).

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8.1 Bid Form

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

Date: _____

Mode of Purchase: FOR (at consignee's end)
For: Medical Superintendent Children Hospital Faisalabad
Gentlemen and/or Ladies:

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

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

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

We agree to a Bid by this Bid for a period of *[90]* days from the date fixed to Bid opening under Clause 2.3.8 of the Instructions to Bidders, and it will remain binding upon us and may be accepted at any time before the expiration of that period.

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

[In case of single stage two envelope bidding procedure],

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

Technical bid includes the following:-

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.

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- c) Copy of bid security form along with copy of financial instruments *[as decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for (180) Days, beyond the validity of Bid in the manner as prescribed on the bid security form **8.10**.
- d) Any other document required by the procuring agency not inconsistent with PPR-14.

Financial bid includes the following:-

- a) Original Bid form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 8.10**) to be reproduced on the letter head of the bidder duly signed and stamped.
- c) Original Bid security form (as per **form 8.11**) along with Original financial instrument *[as decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for (180) Days, beyond the validity of Bid.
- d) Any other document required by the procuring agency not inconsistent with PPR-14.

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

Name and address of goods provider	Amount and Currency
------------------------------------	---------------------

(If none, state "none")

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

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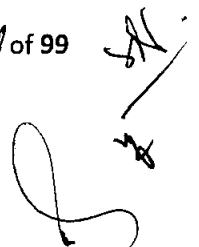
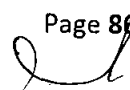
Page 85 of 99
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Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



8.2 Bidder's JV Members Information Form

{To be reproduced and signed & stamped by the lead partner and all JV members on their letter head to be attached with Technical Bid in addition to the JV agreement}

{The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture}.

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> a. Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. b. In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

8.3. Manufacturer's Authorization Form

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

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

[To: name of the Procuring Agency]

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

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

[Signature for and on behalf of Manufacturer]

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

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Mrs. S

8.4. Bidder Profile Form

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

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

a) Audited Financial Statement Attachment/Income Tax Returns (Last 03 years)

Yes	No
-----	----

b) Details of Experience (Last _____ Years)

(i)	Similar Project (Agency/Department)	Item Name
(ii)	Value of total Projects/Tenders/POs	Amount

c) Staff Detail and last month Payroll

Yes	No
-----	----

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8.5. General Information Form

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

Particulars			
Company Name			
Abbreviated Name			
National Tax No.		Sales Tax Registration No	
PRA Tax No.			
No. of Employees		Company's Date of Formation	

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

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

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8.6. Affidavit

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

Name: _____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

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

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

- (i) The firm is not currently blacklisted by the Procuring Agency.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) *****omitted*****

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

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

[Handwritten marks and signatures]

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8.7. Performance Guarantee Form

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

To,
Medical Superintendent Children Hospital Faisalabad
Near GC University New Campus Faisalabad

WHEREAS (Name of the Contractor/ Supplier) _____ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE "PROVISION OF _____" procurement of the following:

[Please insert details].
(here in after called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor will 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;

THHEREFORE 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 declaring the Contractor to be in default under the Contract, 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.

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

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

City _____

Date _____

[Handwritten signatures and initials]

8.8. Technical Bid Form

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

Mode of Purchase: FOR

Sl. No.	Item name	Brand name with Country of Manufacturer	Make & model	Quantity	Country of Origin	Specifications dimensions

Stamp & Signature of Bidder _____

*

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[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

8.9. Contract Form

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

THIS AGREEMENT made on the ____ day of _____ 20____ between Medical Superintendent Children Hospital Faisalabad of Pakistan (hereinafter called "the Procuring Agency") on the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") on the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and 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 will have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents will be deemed to form and be read and construed as part of this Agreement, viz.:

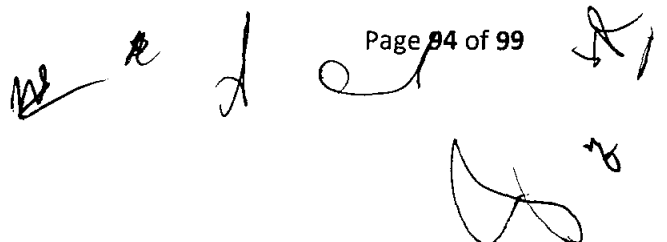
- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring Agency's Notification of Award.
- (g) Contract agreement
- (h) Complete Bidding document

3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.

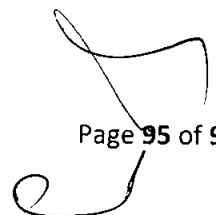
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed 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 Medical Superintendent Children Hospital Faisalabad Near GC University New Campus Faisalabad)



Signed, sealed, delivered by _____ the _____ (for the Supplier)



8.10. Financial Bid Form/Price Schedule

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

Sr. No.	Item name	Specifications/ dimensions	Country of Origin	Brand name, make & model	Unit price (inclusive of all taxes & duties etc.)	Quantity	Total price (inclusive of all taxes & duties etc.)	Total price (in words)
Total price in figures								
Total price in words								

Total Bid value (against which a Bid shall be evaluated) in figure.

Total Bid value (against which a Bid shall be evaluated) in words.

Note:

In case of difference between unit price and total price, unit price will prevail and total price shall be "final". *(Please refer ITB clause 2.5.6).*

In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.

Stamp & Signature of Bidder _____

Handwritten signature

Handwritten mark

Handwritten mark

Handwritten marks and signatures

8.11. Bid Security Form

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

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

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

The CONDITIONS of this obligation are:

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

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

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

[Signature of the bank]

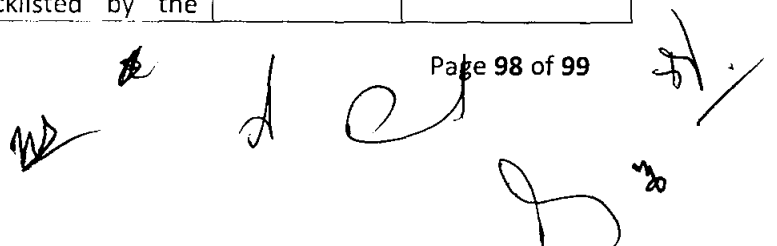
[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise/package wise and form of contract to be adopted (i.e. DDP, CIF, C&F, FOR, FOP etc. if applicable) However, for a standard procurement/contract contents of a generalized this Form may be as provided above.]

Section IX- Check List

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

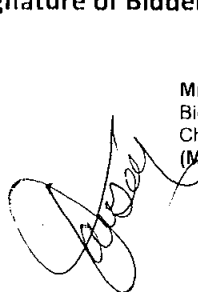
The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

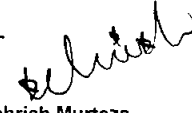
Sr. #	Detail	Responsive	Non-responsive
1	Original receipt for purchase of tender along with Standard Bidding Documents.		
2	02 % Bid Security of estimated cost of articles / items given by the department. The Bid security must be submitted with technical proposal.		
3	All required samples (if demanded) have been submitted in Medical Superintendent Children Hospital Faisalabad sample store.		
4	Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old		
5	Copy of active Registration with Sales Tax Authorities (STRN)		
6	Copy of active Registration (Professional Tax Certificate)		
7	Bidder's JV Member information as per form 8.2 (if applicable)		
8	At least _____ of similar nature having similar cost or above have been performed / executed in public organization during last 02 years (certificate duly signed by gazetted officer attached).		
9	Technical Bid Form (as per form 8.9 of Bidding documents) on letter head of the firm duly signed and stamped.		
10	Financial Bid Form (as per form 8.1 of Bidding documents) on letter head of the firm, duly signed and stamped.		
11	Bid Security Form (as per form 8.11 of Bidding documents) on letter head of the firm, duly signed and stamped.		
12	Performance Guarantee Form (as per form 8.7 of Bidding documents) on letter head of the firm, duly signed and stamped.		
13	General Information Form (as per form 8.5 of Bidding documents) on letter head of the firm duly signed and stamped.		
14	Affidavit (as per form 8.6) on non-judicial Stamp Paper of Rs. 100/- (i) The firm is not currently blacklisted by the		

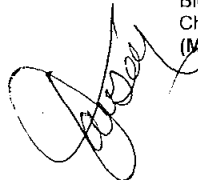



<p>Procuring Agency.</p> <p>(ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They will be black listed as per Rules / Laws.</p> <p>(iii) Affidavit for correctness of information.</p> <p>(iv) ****omitted***</p> <p>affidavit for correction of information Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.</p>		
<p>15. i. Work order / supply order / purchase order of previous relevant experience.</p> <p>ii. Company profile. Staff list along with location and address [where applicable].</p> <p>iii. Income Tax Returns/Audited Financial Statement, National tax number Certificate, General Sale Tax Number Certificate (last 03 year).</p> <p>iv. Bidders profile Form on letter head of the firm, duly signed and stamped.</p>		


Stamp & Signature of Bidder

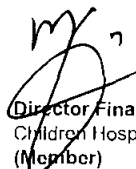

Mr. Anas Arif
 Bio Medical Engineer
 Children Hospital Faisalabad
 (Member)

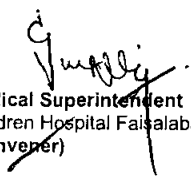

Dr. Sehrish Murtaza
 Hospital Pharmacist
 Children Hospital Faisalabad
 (Member)

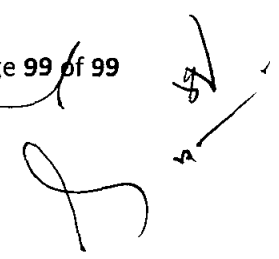

Dr. Muhammad Tauseef Omer
 Senior Registrar Neonatology
 Children Hospital Faisalabad
 (Member)


DMS (Purchase)
 Children Hospital Faisalabad
 (Member)


Dr. Hamza Sohail
 Associate Professor Peads Surgery
 Children Hospital Faisalabad
 (Member)



Director Finance
 Children Hospital Faisalabad
 (Member)



Medical Superintendent
 Children Hospital Faisalabad
 (Convenor)





TENDER FORM OF FURNITURE & FIXTURE
CHILDREN HOSPITAL FAISALABAD FOR THE FINANCIAL YEAR 2024-25


Tender Item No.	Name of Item	Specification	Delivery Schedule				Total Quantity Required
			1 st Qtr.	2 nd Qtr.	3 rd Qtr.	4 th Qtr.	
1.	Iron Cupboard/Almari	Length 6 feet, width 3 feet, Depth 1.5 Feet, 4 Shelves 5 Drawer with handle Lock 22g minimum wt=58kg,02 year Warrenty with parts after sale	---	02 Nos	02 Nos	---	04 Nos
2.	Medicine Trolley	04 lockable casters 3",stainless steel non magnetic 25 mm dai 18 SWG round pipe, 02 shelves, 02 steel drawer sliding,41" Lx17" wx34"H, 3" bar around Top02 year Warrenty with parts after sale	---	03 Nos	02 Nos	---	05 Nos
3.	Computer Chair	Plastic with 2 jack with seat as per sample best quality heavy duty,02 year Warrenty with parts after sale	---	08 Nos	07 Nos	---	15 Nos
4.	Crash Cart Trolley	Mobile on 4 lockable casters, built in suction unit,polycarbonate, sterilization suction jar, oxygen cylinder holder,tiltable bed area, drax for storage, IV pole hanger, light for examination, S/S heaters,26"x26"x59"	---	03 Nos	02 Nos	---	05 Nos

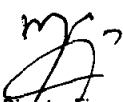

Mr. Anas Anif
 Bio Medical Engineer
 Children Hospital Faisalabad
 (Member)

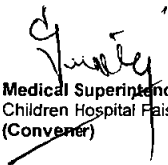

Dr. Sehrish Murtaza
 Hospital Pharmacist
 Children Hospital Faisalabad
 (Member)


Dr. Muhammad Tauseef Omer
 Senior Registrar Neonatology
 Children Hospital Faisalabad
 (Member)


DMS (Purchase)
 Children Hospital Faisalabad
 (Member)


Dr. Hamza Sohail
 Associate Professor Peads Surgery
 Children Hospital Faisalabad
 (Member)


Director Finance
 Children Hospital
 Faisalabad
 (Member)


Medical Superintendent
 Children Hospital Faisalabad
 (Convener)

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