

**RAWALPINDI INSTITUTE OF CARDIOLOGY**

**RAWAL ROAD, RAWALPINDI**

**PH: 051-9281111-20**

**Fax No: 051-9281357**

**ANNUAL TENDER**



**BIDDING DOCUMENTS**

**FOR**

**OPERATING & MAINTENANCE CONTRACT OF  
HVAC SYSTEM**

**FOR THE FINANCIAL YEAR 2023-24**

**PAGE MARKING / INDEX CERTIFICATE**

I Mr. / Miss / Mrs. \_\_\_\_\_ do hereby certify on the behalf of  
M/S (firm name) \_\_\_\_\_ that the bidding documents  
submitted for tender of \_\_\_\_\_  
\_\_\_\_\_ contain total pages \_\_\_\_\_.

Moreover, the page marking is done and index has been prepared which is marked as page no  
\_\_\_\_\_.

Name of authorized person \_\_\_\_\_

Designation \_\_\_\_\_

CNIC No. \_\_\_\_\_

Mailing Address \_\_\_\_\_

Contact No. (Land Line) \_\_\_\_\_

Contact No. (Mobile) \_\_\_\_\_

E-mail Address \_\_\_\_\_

**NOTE:**

*Technical Bid should be properly tagged / binding / page numbering, otherwise the procuring agency has right to reject the bid and its decision will be final which cannot be challenged in any court of law.*

**Signature:** \_\_\_\_\_

**Stamp (Firm)** \_\_\_\_\_

**Dated** \_\_\_\_\_

**COPY OF CNIC (ATTACH HERE)**

Name : \_\_\_\_\_

Father Name: \_\_\_\_\_

CNIC No. \_\_\_\_\_

Address. \_\_\_\_\_

(Mandatory to attach copy of CNIC)

**ORIGINAL TENDER PURCHASE RECEIPT (ATTACH HERE)**

Tender Fee Receipt No. \_\_\_\_\_

Date: \_\_\_\_\_

Amount Rs. \_\_\_\_\_

(Mandatory to attach Original Purchase Receipt)

**COPY OF BID SECURITY (ATTACH HERE)**

Bank Name: \_\_\_\_\_

Call Deposit Receipt / Bank Guarantee No: \_\_\_\_\_

Date \_\_\_\_\_

Amount of Bid Security: \_\_\_\_\_

(Mandatory to attach copy of bid security)

**BID DATASHEET**

<b>Description</b>	<b>Detail</b>
Bid reference number	<b>RIC/PO/624/23 Dated 22-08-2023</b>
Commencement of sale of Bidding Document	After one days of publishing of advertisement in newspaper.
Last date of sale of Bidding Document	<b>06-09-2023, 02:00 pm</b>
Last date and time for the receipt of bidding Document	<b>07-09-2023, 11:00 am</b>
Pre-bid meeting date, time and venue	<b>31-08-2023, 11:00 am</b> At Office of Medical Superintendent RIC, Rawalpindi
Date, time and venue of opening of technical Bids	<b>07-09-2023, 11:30 am</b> At Office of Medical Superintendent RIC, Rawalpindi
Bid currency	PKR
Language of bid	Englishor Urdu
Amount of bid security	2% of the estimated price ( <b>Rs.6,000,000@2% =120,000</b> )
Bid validity period	180 Days
Bidding procedure	Single stage–Two Envelop procedure
<p><b>Address for communication:</b></p> <p><b>Medical Superintendent</b>  <b>Rawalpindi Institute of Cardiology</b>  <b>Rawal Road, Rawalpindi</b>  <b>Phone: 051-9281111 Ext 1004</b>  <b>Fax: 051-9281357</b></p>	

**CHECK LIST**

SR No	ATTRIBUTES	REMARKS	
		<u>YES</u>	<u>NO</u>
1	Original receipt for purchase of tender		
2	Acceptance of term and conditions (duly signed and stamped of tender bidding documents of each page)		
3	Bidder will attach CDR 2% of estimated cost(Rs.6,000,000@2% =120,000) (copy with technical proposal and original with financial proposal)		
4	Company valid Registration with PEC (C-5) specialization in ME01 Mandatory to qualify for financial bid opening		
5	Valid NTN		
6	Valid GST / PST Number		
7	Profession tax certificate		
8	Similar nature Projects with award Letter		
9	Company Registration (form-C/partnership deed/company registration)		
10	Satisfactory performance of executed projects		
11	Tools list		
12	An affidavit on stamp paper of Rs. 100/- submitting following clauses. <ul style="list-style-type: none"> <li>• Firm will maintain the equipment and replacement of faulty part will be without any delay.</li> <li>• Firm is never blacklisted on any ground in the past</li> <li>• Firm will be provide rate list of the spare parts of chillers installed in hospital</li> <li>• Under taking regarding availability of spare parts</li> </ul>		
13	The bidder shall submit authority letter in favor of person with their cell number who will sign the bid and attach the relevant meeting		
14	Price schedule number be mentioned on technical bid		
15	Audit Reports (last three years)		
16	Bank Statement (last-year)		
17	CV of Staff		
18	Training Certificate		
19	Income tax Return (last years)		
20	Required Documents for Technical Evaluation Criteria		

## **INVITATION FOR BIDS**

Rawalpindi Institute of Cardiology, Rawalpindi, invites sealed bids/tenders from the financially sound, income Tax/ Sales Tax registered firms for Annual Rate Contract of HVAC System installed at RIC-Rawalpindi for one year with effect from date of issuance of contract order which will be extendable for further three months. Detailed description / Technical Specification and Scope of work is given in Annexure-A & Annexure-B of Bidding Documents.

Interested eligible bidders may get the Bidding Documents from purchase office on submission of written application along with payment of non-refundable fee of Rs. 1000/- .Bidding Documents shall be issued upto **06-09-2023 on 02:00 pm**. However, a copy of the Bidding Documents is also available for information only on the websites of Punjab Procurement Regulatory Authority ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)) and [www.ric.gop.pk](http://www.ric.gop.pk) until the closing date for the submission of bids.

Bidding will be conducted through Single Stage – Two Envelopes bidding procedure as per PPRA Rule 2014 (Amended)

Bids must be delivered to the address below at or before **11:00 am on 07-09-2023** Bid security of **2% of the estimated price (Rs. 6,000,000 @2% =120,000)** in the shape of CDR / Bank Guarantee should be **attached with the financial bid**. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below at **11:30 am on 07-09-2023**. The Bidders are requested to give their best and final prices.

**NOTE:**

All bids should be submitted in tape or ring binding. Bids with loose papers shall be rejected straightaway. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding document and signatures of authorized person. Moreover, signing and stamping of each page of bidding document/form is mandatory otherwise bid shall be rejected straightaway.

**Medical Superintendent  
Rawalpindi Institute of Cardiology  
Rawal Road, Rawalpindi**

**1- INSTRUCTIONS TO BIDDERS**

- Source of Funds: RIC-Rawalpindi has allocated funds for Annual Rate contract of HVAC System which will be utilized by the RIC-Rawalpindi.
- Eligible bidders: - The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.
- Cost of Bidding: The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.

**THE BIDDING PROCEDURE**

1- Single Stage two envelopes bidding procedure shall be used as per PPRA rules clause 38(2). (a) 2014 for Annual Rate contract of HVAC System where the bids to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be: -

- The bid shall be single package consisting of two separate envelopes, containing separately the financial and the technical proposal.
- The envelopes shall be marked as "Financial Proposal" and "Technical Proposal".
- In the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring.
- The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements.
- During the technical evaluation no amendments in the technical proposal shall be permitted.
- After the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposal of the technically accepted bids, publically at a time, date and venue announced and the communicated to the bidders in advance, within the bid validity period.
- The financial bids found technically non-responsive shall be turned un-opened to the respective bidders.
- The lowest evaluated bidder shall be awarded the contract order.

**THE BIDDING DOCUMENT****1. CONTENT OF BIDDING DOCUMENTS**

The items required, bidding for Annual Rate contract of HVAC System and contract order terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents shall include: -

**Instructions to bidders;**

- General Conditions of contract order;
- Special Conditions of contract order;
- Technical Specifications;
- Bid Form
- Price Schedule
- The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed above, the said Bidding Documents shall take precedence.
- The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the bidder's risk and may result in the rejection of its bid.

**1. CLARIFICATION OF BIDDING DOCUMENTS**

A prospective bidder requiring any clarification of the bidding documents may notify the Procuring Agency, in writing at the Procuring Agency's address, indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives no later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective bidders that have received the bidding documents.

**2. AMENDMENT OF BIDDING DOCUMENTS**

At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment. All prospective bidders that have received the bidding documents shall be notified of the amendment in writing and shall be binding on them. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

**PREPARATION OF BIDS****LANGUAGE OF BID**

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English.

**DOCUMENTS COMPRISING THE BID**

The bid shall comprise the following components,

- a. Bid Form and Price Schedule completed in accordance with instruction to bidders (to be submitted along with financial proposal).
- b. Documentary evidence established in accordance with instruction to bidders that the bidder is eligible to bid and is qualified to perform the Contract order if its bid is accepted.



- c. Documentary evidence established in accordance with instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the bidding documents
- d. Bid Security, Furnished in accordance with instruction to bidders.

### **BID FORM & PRICE SCHEDULE**

The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents.

### **BID PRICES**

- a. The bidder shall indicate on the appropriate Price Schedule monthly basis.
- b. Form of price Schedule is to be filled in very carefully typed. Every page is to be signed and stamped at the bottom. Any erasing/cutting may lead to the cancellation of the bid. No hand written bid will be accepted.
- c. The bidder should quote the prices of annual rate contract of HVAC system according to the strength / technical specifications as provided in the Form of Price Schedule and Technical Specifications.
- d. The bidder is required to offer competitive price. All prices must include the Punjab Service Tax (PST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties at the time of payment. The benefit of exemption from or reduction in the any taxes shall be passed on to the Procuring Agency.
- e. Prices offered should be for the current financial year. Conditional offer shall also be considered as non-responsive.
- f. While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

### **BID CURRENCIES**

Prices shall be quoted in Pak Rupee

### **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

- The Contractor shall be responsible for rectification of defects immediately as and when noticed or reported will provide all necessary chemical dosing, cleaning, washing, oiling, greasing, repairing & motor winding, replacement of bearings, v-belts except the replacement of new parts.
- The Contractor registered with Pakistan Engineering Council Islamabad in relevant
- PEC Category C-1 (ME-01) for the year 2023 and have at least 5-years' experience for the Supply, Installed, Operation and Maintenance HVAC System Capacity 630-Ton (01-each) (Total No. 02) with allied equipment.
- Direct Fired Absorption Chiller operators certified by Kawasaki Japan or Authorized dealer that capable to handle the system certificate attached (Mandatory).
- Certificate from Kawasaki Japan or Authorized dealer Agency must be attached with tender by the tendered, capable to operate Chillers System satisfactorily (Mandatory).
- The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract order if its bid is accepted.

- 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 instruction to the bidders.
- The documentary evidence (to be submitted along with technical proposal) of the bidder's qualifications to perform the Contract order if its bid is accepted shall establish to the Procuring Agency's satisfaction:
- National Tax, General Sales Tax / Professional tax with documentary proof shall have to be provided by each bidder in the tender.
- The bidder is required to provide with the Technical Proposal, the name of items) for which they have quoted their rates in the Financial Proposals.
- PEC Category C1 and specialization Code ME01 is mandatory for technically acceptance of Bid.

### **BID VALIDITY**

Bids shall remain valid for the period up to 6 Months after the date of opening of Technical Bid, prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

### **BIDDERS WHO**

- a. Agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids.
- b. Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities (earnest money).

### **FORMAT AND SIGNING OF BID**

The bidder shall prepare and submit its bid along with original purchase receipt. The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract order. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.

### **SUBMISSION OF BIDS**

### **SEALING AND MARKING OF BIDS**

The envelopes shall be marked as "FINANCIAL PROPOSAL and \*TECHNICAL PROPOSAL in bold and legible letters to avoid confusion. The inner and outer envelopes shall be sealed and:

- a. Be addressed to the Procuring Agency at the address given in the Invitation for Bids and;
- b. Bear the name and number indicated in the Invitation for Bids.

- The inner envelopes shall also indicated the name and address of the bidder to enable the bid to be returned unopened in case it is declared as non-responsive" or "late".
- If the outer as well as inner envelopes are not sealed and marked as required by instruction lo bidders, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening and shall be rejected forth with.

### **DEADLINE FOR SUBMISSION OF BIDS**

Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instruction to bidders, no later than the time and date specified in the Invitation for Bids. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with instruction to bidders, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

### **LATE BID**

Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the bidder.

### **WITHDRAWAL OF BIDS**

The bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids. 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 in instruction to bidders.

## **OPENING AND EVALUATION OF BIDS**

### **OPENING OF BIDS**

The Procuring Agency shall initially open only the envelope marked "TECHNICAL PROPOSAL" in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign the Attendance Sheet evidencing their attendance. However, the envelope marked as "FINANCIAL PROPOSAL if it is sealed shall be retained in the custody of Procuring Agency without being opened and till completion of the evaluation process.

The bidders' names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal/bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

The Procuring Agency shall prepare minutes of the bids opening (technical and financial).

### **CLARIFICATION OF BIDS**

During evaluation of the bids, the Procuring Agency may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

**PRELIMINARY EXAMINATION**

The Procuring Agency shall 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.

In the financial bids the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid shall be rejected, and its bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.

The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the bidder by correction of the nonconformity.

**EVALUATION & COMPARISON OF BIDS**

The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.

The Procuring Agency's evaluation of technical proposal/bid shall be on the basis of previous performances, previous test reports, inspection of plant/ factory / premises (if found necessary), previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be considered.

However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instruction to bidders.

All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents

A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

**EVALUATION CRITERIA**

For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate shall be taken into consideration. The following merit system for evaluation factors/ criteria can be applied for the TECHNICAL PROPOSALS initially.

**BID EVALUATION CRITERIA**

For the purposes of evaluation, the word "product" would mean the specific item included in the bidders bid the specific make and model the bidder is including in the bid.

**TECHNICAL EVALUATION CRITERIA**

Sr.No	Evaluation Parameters	M/s. XYZ	M/s. XYZ
1	Original receipt of Tender.	Yes / No	Yes / No
2	Affidavit from Bidder regarding non-blacklisting (Stamp paper of Rs.100/-)	Yes / No	Yes / No
3	Copy of Bid Security (2% earnest money of the estimated cost) (copy with technical proposal and original with financial proposal)	Yes / No	Yes / No
4	NTN Registration Certificate	Yes / No	Yes / No
5	GST Registration Certificate	Yes / No	Yes / No
6	PEC Certificate C1 with specialization in ME-01	Yes / No	Yes / No
7	Bid Validity	Yes / No	Yes / No
8	5-Year experience of similar projects	Yes / No	Yes / No

**Ordinary Parameters**

Sr.No	Attributes	Remarks
1	<b>Experience Record</b> Experience in operating and maintaining HVAC system in public or private sector multi-story buildings having centralized HVAC system. - 5 marks for each facility with the capacity 250 tons or above.	20
2	Affidavit An affidavit on stamp paper of Rs.100/- - Firm will maintain the equipment and replacement of faulty part will be without any delay.	10
3	Rate List of Spare Parts - Firm will be provide rate list of the spare parts of Chillers installed in Hospital.	10
4	Bank Statement last year	5
5	NTN with Income Tax Return last year (3-Mraks) General Sales Tax (1-Mark) Professional Tax Certificate (1-Mark)	5
6	Form-C / SECP, Incorporation Certificate or Partnership deed.	10
7	Staff for O & M a- B.Sc Mechanical Engineer - attach CV 1-No. (10-marks) b- DAE HVAC / Air Conditioning - attach CV 2-Nos. c- Technical Helpers 2-Nos. d- Complain attendant 1-Nos.	20
8	i- Expert Gas Fired Absorption Chiller operators certified by Kawasaki Japan or Authorized dealer that capable to handle the system certificate attached.  ii- Satisfactory performance / certificate capable to operate Chillers System satisfactorily(05 Marks for each)	10+10

**NOTE**

- Total Evaluation Criteria Marks = 100
- Bidders need to get at least 70 marks to qualify in technical proposal.
- Please mark Numbering on each page

- The firm must submit the tender /quotation with proper book binding and page marking otherwise offer will be straight away rejected.
- The firm will not quote alternate offer otherwise the bid will be rejected.
- The bid must comply with the advertised technical specifications of system; incomplete/conditional offer will straight away be rejected.

#### **CONTACTING THE PROCURING AGENCY**

No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract order is awarded. If the bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing. Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract order award may result in the rejection of the bidder's bid. Canvassing by any bidder at any stage of the Tender evaluation is strictly prohibited. Any infringement shall lead to disqualification in addition to any other penalty Procuring Agency may in its discretion impose.

#### **QUALIFICATION & DISQUALIFICATION OF BIDDERS**

The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by firm was false and materially inaccurate or incomplete.

#### **REJECTION OF BIDS**

The Procuring Agency may reject all bids before the acceptance of bids as per PPRA Rules

#### **CORRUPT OR FRAUDULENT PRACTICES**

The Procuring Agency requires that the Procuring Agency as well as bidders Contract orders observe the highest standard of ethics during the procurement and execution of such Contract orders. In pursuance of this policy, the Procuring Agency defines, for the purposes of this provision. the terms set forth below as follows:

- a. **"corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract order execution: and
- b. **"fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract order to the detriment of the Procuring Agency, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
- c. Shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract order in question;
- d. Shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract order if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Contract order; onus of proof will be on the firm.

## **GENERAL CONDITIONS OF CONTRACT ORDER APPLICATIONS**

### **USE OF CONTRACT ORDER DOCUMENTS AND INFORMATION**

- a. The contractor shall not disclose the contract order, or any provision thereof, or any specification, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract order.
- b. The contractor shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in condition of Contract order except for purposes of performing the contract order.
- c. Any document, other than the contract order itself, enumerated in condition of contract order shall remain the property of the Procuring Agency and shall be returned if so required by the Procuring Agency.

### **PATENT RIGHTS**

The contractor shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Repair, Operation and maintenance of HVAC Contract.

### **INSPECTIONS**

The inspection committee constituted by the authority shall inspect the performance of the contractor against repair operation and maintenance contract of HVAC system.

### **DELIVERY AND DOCUMENTS**

The Contractor in accordance with the terms specified in the Bidding Documents shall make delivery of the goods. The details of documents to be furnished by the Contractor are specified in Special Conditions of the Contract order.

### **TRANSPORTATION**

The contractor shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their destination. All taxes shall be borne by the Contractor. Transportation including loading / unloading of goods shall be arranged and paid for by the Contractor.

### **PAYMENT**

The method and conditions of payment to be made to the contractor under this contract order shall be specified in Special Conditions of the contract order. The currency of payment is Pak. Rupees.

### **PRICES**

The bidder will give a certificate that the price charged are not more than from the prevailing price in the market or any others government institution and if nay discrepancy is found later on the prices charged excess will be covered form the security of the Contract order or his bills.

**CONTRACT ORDER AMENDMENTS**

No variation in or modification of the terms of the contract order shall be made except by written amendment by the competent authority.

**SUB CONTRACT ORDERS**

The Contractor shall not be allowed to sublet the job and award sub Contract orders under this Contract order.

**TERMINATION FOR DEFAULT**

The Procuring Agency, without prejudice to any other remedy for breach of Contract order, by written notice of default sent to the Contractor, may terminate the Contract order in whole or in part, if the Contractor fails to deliver any or all installments of the goods within the period(s) specified in the Contract order, or within any extension thereof granted by the Procuring Agency; or if the Contractor fails to perform any other obligation(s) under the Contract order and if the Contractor, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract order.

**FORCE MAJEURE**

Notwithstanding the provisions of general conditions of Contract order the Contractor shall not be before forfeiture of its Performance Guaranty/ bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract order is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Contractor and not involving the Contractor's fault or negligence directly or indirectly purporting to mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics. If a Force Majeure situation arises, the Contractor shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of RIC-Rawalpindi, constituted for redresses of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of contract order under the Contract order and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Contractor shall continue to perform its obligations under the Contract order as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

**TERMINATION FOR INSOLVENCY**

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

**ARBITRATION AND RESOLUTION OF DISPUTES**

The Procuring Agency and the Contractor 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 order. If, after sixty (60) days from the commencement of such informal negotiations, the Procuring Agency and the Contractor have been unable to resolve amicably a Contract order dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration. In case of any dispute concerning the interpretation and/or application of this Contract order shall be settled through arbitrator (nominated by the BOM of this institution) shall act as sole arbitrator.



The decision taken and/or award made by the sole arbitrator shall be final and binding the Parties. However, Jurisdiction of the court will be barred.

In Case of any dispute, Parties will go to arbitration; jurisdictions of the any court will be barred.

#### **APPLICABLE LAW**

This Contract order shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

#### **NOTICES**

- a. Any Notice given by one party to the other pursuant to this Contract order shall be sent to the other party in writing and confirmed to other party's address specified in Special Conditions of Contract order.
- b. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### **BID SECURITY**

The tendered shall submit 2% call deposit receipt of the estimated cost (**estimated cost Rs. 6,000,000/-@2% = 120,000/-**) in favor of **ED, RIC, Rawalpindi** (copy with technical proposal and original with financial proposal). The contractor shall submit 5% call deposit receipt of the total contract amount as performance security in favor of MS. RIC, Rawalpindi, which will be return after the satisfactory / successful completion of the contract period.

#### **DELIVERY AND DOCUMENTS**

- The contractor has to submit 5% CD as performance security and 0.25% E-Stamp paper of total contract amount for contract agreement.
- The contractor shall provide the following documents at the time of delivery of goods to Consignee' end for verification and onward submission to quarter concerned, duly completed in all respect for payment.
- Original copies of Delivery Note / Challan (in triplicate) showing name of destination to which delivery is to be made, item's description and quantity in words and figures.
- Original copies of the contractor invoices (in triplicate) showing warranty, name of Procuring Agency, item's description, quantity, per unit cost, and total amount.
- Original copies of the Sales Tax Invoices (where applicable) in triplicate showing name of destination to which delivery is to be made, item's description, quantity, per unit cost (without GST), amount of GST and total amount with GST

#### **NOTICES**

Contractors can address for notice purpose to Procuring Agency's at "Medical Superintendent, RIC Rawalpindi."

Note: All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules, notified in 2014 and amendments thereafter.

## SPECIAL CONDITION OF CONTRACT

### PAYMENT

Monthly installment after satisfactory / verification by the AMS / DMS Contract or nominated person by the Medical Superintendent, RIC, Rawalpindi, The Payment will be in Pak Rupees.

### PENALTIES! LIQUIDATED DAMAGES

In case where the deliveries as per contract are not completed within the time frame specified in the schedule of requirement, the Contract to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. No supplies shall be accepted and the bid security will be forfeited and the firm shall be blacklisted minimum for a period of two years if the firm fails to supply the whole installments. Onus of proof of innocence shall be on the contractor.

### ROUTINE/PERIODIC REPAIR, OPERATION AND MAINTENANCE

- The routine/periodic repair, operation and maintenance as per schedule shall include the following: -
- Function and operation safety check
- Adjustment, setting and lubrication
- Correction of detected defects which results from normal wear and tear.
- Performing preventive work where this is deemed necessary by the company
- Replacement of defective parts, chemical dosing (monthly/weekly) and labor free of cost

### NOTE

- The firm should have registration certificate of income tax, sale tax and professional tax.
- The firm should have 05-years sound experience in Absorption Equipment for repair, operation and maintenance of HVAC system with satisfactory certificate (Preference will be given to the Kawasaki experts).
- Firm should have PEC Code ME01. It is compulsory for bidders to have otherwise their bid will be rejected.
- Contractor must have a team of qualified and experience Engineer/Supervisor, Forman, electrician mechanics and operators having experience to handle the equipment properly and staff will remain present throughout the shift.
- Successful Contractor shall provide passport size photographs and copies on ID cards of the maintenance and operational staff to the Principal for issuance of security passes.
- The Firm must have its registered office.
- The contractor will be responsible for rectification of defects immediately as and when noticed or reported.
- Additional charges will be borne by the firm in case of an Engineer hired from outside.
- The contractor shall handover all the HVAC/Central ACs in satisfactory working condition to the hospital at the expiry of the contract.
- The firm shall be responsible for rectifying of faults at the earliest possible at their own expenses any defect or fault the HVAC System which may develop at any time during contract period.
- All the replacements will be handed over to the hospital authority.
- If the contractor violates the terms and conditions of the tender, he will be served notice and contract will be terminated and the security deposit will be forfeited.

**Annexure-A****TECHNICAL SPECIFICATIONS**

S #.	Equipment Name	Specifications	Qty
1.	Absorption chillers	Brand: Kawasaki Model: Σ TEC -630AN7C Cooling capacity: 2147 KW Heating Capacity: 1072 KW	02
2.	Cooling Towers	Brand: Marley Product No. 2034602 Drawing No. NC8411 Size: 820x1275	02
3.	Condenser Pumps with Motor	Pump made by KSB Motor made by Siemens Centrifugal Common based mounted pump-motor set HP: 75 Discharge (USGPM): 2745 RPM: 1450	04
4.	Supply Pumps with Motor	Pump made by KSB Motor made by Siemens Centrifugal Common based mounted pump-motor set HP: 60 Discharge (USGPM): 976 RPM: 2900	03
5.	Return Pumps with Motor	Pump made by KSB Motor made by Siemens Centrifugal Common based mounted pump-motor set HP: 40 Discharge (USGPM): 1464 RPM: 2900	04
6.	Air Handling Unit	Brand: York	50
7.	Fan Coil Units	Brand: York	233
8.	Exhaust Blowers	Local Made	15
9.	Diffusers/Grills	Local Made	500
10.	Condensing Unit	Brand: York	02
11.	Air Curtain	Caravell	04
	Lock Former for Ducts	Local	01
	Bendier Machine for Ducts	Local	01
	Gola Nali Machine for Ducts	Local	01
	Pipe Role Machine for Ducts	Local	01
	Water Pressure Pump	ROBUST	01
	Sheet Cutter Machine	Dewalt	01
	Pipe Cutter Machine	Leiya	01
	Welding Plant	Local	01

**NOTE:**

Successful bidders shall maintained above mentioned equipments and provide Resident Staff as per bidding document (mentioned above);

**Annexure-B****SCOPE OF WORK:**

Contractor shall be responsible for round the clock operation of complete HVAC system, including complete servicing and maintenance of all the equipment's, as well as controls, components and accessories including minor and major repairs. Annual overhauling and servicing.

Contractor shall operate the HVAC system round the clock (24-Hours) or as scheduled by the hospital authority.

**PLANT ROOM**

- Checking for the working of all electrical/electronic and mechanical components of the HVAC System and equipment.
- Maintenance of daily operation log sheets.
- Any part of HVAC System which is required to service/maintenance/replacement at market rates will be rectified by the contractor within response time.
- Replacement of electrical/electronic/mechanical/HVAC components required for smooth operation of HVAC System on market rates (The hospital will not be bound to procure any of these from the contractor)

**SCOPE OF WORK**

- Washing and cleaning all kind of filters according to the schedule and replacement on market rates if required.
- Flushing and cleaning of strainers of water system monthly basis and replacement on market rates of their parts/complete valves/strainers on market rates if required.
- Servicing of automatic and safety controls of equipment and HVAC System and replacement of their defective parts on market rates.
- Checking of oil and other lubricant levels and changing the same when required on market rates for chillers and all the equipment components.
- Checking of belt driven parts of the equipment, adjustment of belt tension, alignment and replacement of belts at market rates when required.
- Checking of water levels and level control valves and repair replacement of these valves on market rates.
- Change of all kind of parts will be at market rates due to normal wear and tear whenever necessary.
- Adjustment of lubrication/greasing of bearings, glands of the equipment on market rates.
- Rewinding of all kind of electric motor replacement of their bearings/pullies at contractor end.
- Repair replacement of part of all kinds of pumps at contractor end.

**CHILLERS& HOT WATER GENRATOR**

- Chemical and mechanical cleaning of condenser, absorber evaporator tubes, maintain inhibitors and chemical lithium bromide etc.
- Monthly/weekly chemical / chemical dosing will be paid on market rates.
- Repair replacement of electronic/electrical/mechanical components (gasket, air pressure switches, magnetic connector, relay overloadetc) at their own cost/contractor.
- Adjustment and calibration of automatic and safety controls will be paid on market rates (chillers card, software, refrigerant, safety valves, oil, all types of sensors).

**The company will be provide technical staff during the contract period in three shifts (08 hour per shift) (365-days)**

- |  |        |
|--|--------|
| a- B.Sc Mechanical Engineer - attach CV    | 1-No.  |
| b- DAE HVAC / Air Conditioning - attach CV | 2-Nos. |
| c- Technical Helpers                       | 2-Nos. |
| d- Complain attendant                      | 1-Nos. |

### **WATER PUMPS**

- Servicing of all water pumps.
- Adjustment of glands and bearings.
- Repair replacement of defective parts at market rates.

### **COOLING TOWERS**

- Servicing of cooling towers.
- Repair replacement of parts (tower fan blade, tower electromechanical system, PVC fills, all kind of valves and etc) on market rates of cooling towers

### **AIR HANDLING UNITS**

- Flushing and cleaning of water coils at their own cost.
- Checking and adjustment of dampers.
- Checking and adjustment of fan bearings and belts.
- Repair replacement of defective parts (bearings, belts, pullies, rewinding of motors, thermometer, fan blades, pressure gauges and etc) on contractor cost.

### **ELECTRIC MOTORS AND STARTERS**

- Cleaning and checking of all components.
- Cleaning and adjustment of contactor, relays and etc.
- Checking of earthing.
- Checking of motor wiring insulation with meager.
- Repair replacement of defective parts (MCCB and ACB) on market rates.
- ELECTRIC CONTROL BOARDS AND ELECTRIC SYSTEMS
- Checking and servicing of all circuits breakers, fuses, contactors, relays, overload relays and other safety devices.
- Checking of wiring insulation and connections.
- Repair replacement of parts (circuits breakers, contactors, overload relays, phase sequence relay, CT/PT coils, ampere/volt meter, bus bars and other safety devices) on market rates.

### **PIPING SYSTEM**

- Cleaning and flushing of all piping systems including chemical cleaning at market rates
- Servicing of all valves strainers etc.
- Repair of insulation jacketing and covering of all insulated piping.
- Repair replacement of parts (all kind of; valves disk, spindle, handle, socket, elbow, strainer, gland dories, and etc) on market rates.

**DUCTING SYSTEM**

- Cleaning of ducts and diffusers.
- Repair maintenance of duct system.
- Repair replacement of parts (fabrication of duct, canvas insulation, cladding. glass wool, diffusers, and etc.) on market rates.

**MISCELLANEOUS**

- General Service of all Units
- Maintenance of cooling tower with adjustment of pullies.
- Gas charging of AC units complete with pressure testing and repair of leakages etc.
- Recalibration of control panels and adjustment of controls and frequency invertors.
- Servicing of gate valve and repair replacement of their partson market rates.
- Repair of water storage tank of cooling towers complete in all respects at their on cost.
- Anything else required for smooth running of units not mentioned above.

Contractor shall operate the HVAC System and shall ensure effective air conditioning in all the areas of building 24- hours a day, 7-days a week and 365-days a year without any exception or interruption. It is agreed between the parties that the HVAC system shall also operate on Sundays as well as on any public listed and or gazette holidays.

Water, gas, diesel and electricity will be provided by the hospital as per standard (quality / pressure) requirement of the unit.

**PRICE SCHEDULE FOR ANNUAL RATE CONTRACT OF HVAC SYSTEM IN PAK REUPEES**

<b>Sr.No</b>	<b>Service Name</b>	<b>Rate Per Month Rs.</b>
1-	Annual Rate Contract for operation & maintenance of HVAC system Kawasaki Direct Fired Ab Chiller Type HVAC System	Rates quote in Financial Bid

Sign &amp; Stamp of bidder: \_\_\_\_\_

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Quoted rates should inclusive of all taxes if applicable (income tax, sales tax, PRA tax and etc.) payable to the central and provincial Government.

Sign &amp; Stamp of bidder: \_\_\_\_\_