

BIDDING DOCUMENTS

FOR

SERVICES OUTSOURCE

FOR FINANCIAL YEAR 2023-24



RAWALPINDI INSTITUTE OF CARDIOLOGY

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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) _____

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)

SECTION-I: INVITATION TO BIDS
RIC/PO/2559/24 DATED 31-01-2024

Subject: PROVISION OF SERVICES IN [RIC, Rawalpindi]

1. The [RIC] invites sealed bids from the bidders for provision of Services for [RIC] for round the clock (365 days /24 Hours a Day including Sundays & Holidays), as per details mentioned in the *Schedule of Requirement*.
2. The bidding document can be acquired by contacting the designated officer of [RIC] or may be downloaded from the website of Procuring Agency. A complete set of Bidding Document containing detailed terms & conditions and scope of services is readily available and can be downloaded from the websites (www.ppra.punjab.gov.pk) & (www.ric.gop.pk)
3. The bidders are required to submit bid Security of Rs. 2,000,000/- in the form of CDR / Demand Draft / Pay Order / Bank Guarantee with 100% encashment warranty, duly confirmed by the concerned Bank within three days of the claim, with minimum validity period of 180 days, issued by any scheduled Bank of Pakistan, in the name of [RIC]. No conditional bank guarantee shall be accepted. A copy of the bid Services shall be attached with the Technical Bid and the original bid Services shall be attached with Financial Bid along with the confirmatory correspondence with the concerned bank.
4. The bidding process is being conducted under Single Stage - Two Envelopes bidding procedure as envisaged under Rule 38(2)(a) of Punjab Procurement, Rules, 2014 (as amended). All the prospective bidders shall be evaluated technically as per the Knockdown criteria given in this bidding document and only the bidders who comply this knockdown criteria will be declared as technically responsive bidders.
5. Sealed Bids are required to be submitted by [14-02-2024 at 11:30am] in the office of [MS Office of RIC]. The bids received till the stipulated date and time shall be opened on the same day after 30 minutes of the bid submission time, in presence of the bidder(s) or their representatives who choose to be present. The bids received after the closing time and date shall not be entertained.
6. In case of any official or local holiday, falling on the last date for submission of the bids, the next working day will automatically be the last date for submission and opening of the bids.
7. The prospective bidders requiring any further information or clarification regarding the bidding documents may contact the Procuring Agency's designated officer in writing or by visiting the office of [Rawalpindi Institute of Cardiology, Rawalpindi].

Medical Superintendent / Head of Institution
[Rawalpindi Institute of Cardiology,
Rawalpindi]

Section-II: Instructions to Bidders (ITB)

2.1. Introduction

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

2.1.2 Source of Funds Government of the Punjab.

- 2.1.3 Eligible Bidders**
- i) The Invitation to Bids is open to all Service Providers i.e. association of firms/companies/sole proprietor, registered with relevant Registration Authorities and Tax Departments/Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.), except as provided hereinafter.
 - ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation to Bids.
 - iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
 - iv) Bidders shall not be under a declaration of blacklisting by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA).
 - v) The invitation for Bids is open to all prospective bidder/service provider subject to any provisions or licensing/regulatory requirements issued by the respective national/ provincial professional statutory body established for that particular trade or business.
 - vi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

- a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the services to be purchased under this Invitation for Bids.
 - b) have controlling shareholders in common; or
 - c) receive or have received any direct or indirect subsidy from any of them; or
 - d) have the same legal representative for purposes of this Bid; or
 - e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
 - f) submit more than one Bid in this Bidding process.
- vii) A Bidder may be ineligible if –
- (a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent;
 - (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
 - (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
 - (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;
 - (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA

Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(g) The firm/Service Provider is blacklisted/ debarred by any international organization.

ix) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

x) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

2.1.4. Cost of Bidding

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

2.1.5. One person one bid

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

2.1.6. Work Plan/ Deployment Plan

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

2.2. THE BIDDING DOCUMENTS

2.2.1. Content of Bidding Documents

i) The services required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:

- (a) Invitation to Bids
 - (b) Instructions to Bidders (ITB)
 - (c) Scope of Services
 - (d) Bid Data Sheet
 - (e) General Conditions of Contract (GCC)
 - (f) Special Conditions of Contract (SCC)
 - (g) Schedule of Requirements
 - (h) Bid Form
 - (i) General Information Form
 - (j) Affidavit
 - (k) Bid Services Form
 - (l) Technical Bid Form
 - (m) Contract Form
 - (n) Financial Bid Form / Price Schedule
 - (o) Performance Guarantee Form
 - (p) Check List
- ii) The Bidder is required to examine all instructions, forms, terms and conditions, and scope of services in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB 2.2.1 (i) above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
- iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.
- 2.2.2. Clarification of Bid Documents
- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid. The Procuring Agency will respond in writing to any request for clarification of the

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

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

**2.2.3. Amendment
of Bidding
Documents**

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing time of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification

requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) of PPR-14.

- ii) All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing or by email, and will be binding on them.
- iii) Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
- iv) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g. email that secures record of the content of subject communication.
- v) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the similar manner, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. PREPARATION OF BIDS

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

2.3.2. Bid Form The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents.

2.3.3. Bid Prices

- (i) The Bidder shall indicate on form 8.7 the unit prices (where applicable) and total Bid price of staff, the services of which it proposes to provide under the contract.
- (ii) Prices indicated on the Price Schedule shall be as per prescribed format
- (iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.4(i) below will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
- (iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an adjustable price quotation will be treated as non-responsive and may be rejected.

2.3.4. Bid Currencies

- i) Prices shall be quoted in PKR unless otherwise specified in the Bid Data Sheet.
- ii) The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

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 the Bidder has the financial, technical capability necessary to perform the contract;

2.3.6. Bid Security

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

- 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 Services's forfeiture Pursuant to ITB Clause 2.3.6. (vii).
- iii) The Bid Security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) valid for thirty (30) days beyond the bid validity period prescribed in BDS.
- iv) Any Bid not secured in accordance with ITB Clauses 2.3.7 (i) and (iii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, upon written request, after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.7 (iii) (a) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

*“38(2)(a)(vii) the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:
provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency”*
- vi) The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vii) The Bid Security may be forfeited:

- a. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
- b. in the case of a successful Bidder, if the Bidder:
 - i. fails to sign the contract in accordance with ITB Clause 2.6.3; or
 - ii. fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
 - iii. is blacklisted under relevant provisions of PPRA Act, 2009 and PPR-14.

2.3.7. Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid Services provided under ITB Clause 2.3.7 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Services. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.8. Format and Signing of Bid

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

2.3.9. Minimum Wage rates/all applicable taxes

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

2.4. SUBMISSION OF BIDS

2.4.1 Sealing and Marking of Bids

- i) The mode of procurement is Single Stage—Two Envelopes. The Bid shall be submitted in sealed envelope, comprising two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both

envelopes to be enclosed together in an outer single envelope called the Bid.

- ii) Bids shall:
 - a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
 - b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE [14-02-2024 at 11:30am]”
- iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.
- iv) If all the envelopes are not sealed and marked as required by ITB Clause 2.4.1, the Procuring Agency will assume no responsibility for the Bid’s misplacement or premature opening.

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

2.4.2 Deadline for Submission of Bids

- i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet.
- ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- iii) Bids shall be received by the Procuring Agency at the address specified under BDS no later than the date and time specified in the BDS.

2.4.3. Late Bids

- i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
- ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.

- iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
- 2.4.4. Modification and Withdrawal of Bids**
- i) Not allowed after deadline prescribed for submission of Bids
 - ii) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid Services (along with other remedies available under PPR-14)

2.5. OPENING AND EVALUATION OF BIDS

- 2.5.1. Opening of Bids by the Procuring Agency**
- i) The Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the time of their opening, as specified in BDS. The Bidders' representatives present shall sign a register/Attendance sheet as proof of their attendance.
 - ii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) Any other details as the Procuring Agency may consider appropriate.
 - iii) Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
 - iv) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure

to read out the correct information contained in the Bidder's Bid.

- v) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to 2.4.3 (i).
- vi) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and the Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders upon request.
- vii) A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

2.5.2. Confidentiality

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding ITB Clause 2.2.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

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

- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the Bid shall be sought, offered, or permitted.
- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
 - a) evaluation & qualification criteria;
 - b) Required scope of Services and related materials.
 - c) all other requirements;
 - d) tax requirements;
 - e) Terms and conditions of bidding documents.
 - f) change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

2.5.4. Preliminary Examination

- i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis:-
 - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the correction of the errors, its Bid may be rejected, and its Bid Services may be forfeited.
 - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each Bid to the Bidding documents. For purposes of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without

material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Services (ITB Clause 2.3.7), Applicable Law (GCC Clause 30) Taxes and Duties (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation.

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

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

2.5.5. Examination of Terms and Conditions; Technical Evaluation

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

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 shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
 - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Services may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 2.3.7.

2.5.7. Conversion to Single Currency

Not applicable

2.5.8. Post-qualification & Evaluation of Bids

- i) In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.

- iii) The Procuring Agency will technically evaluate and compare the substantially responsive Bids, as per the Evaluation Criteria in the BDS.

The financial evaluation of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form to be decided by the Procuring Agency, inclusive of all prevailing taxes, duties, fees along with observance of minimum wages, contributions of PESSI, EOBI, etc.

2.5.9. Contacting the Procuring Agency

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

2.5.10. Grievance Redressal

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the GRC well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the GRC well before the proposal submission deadline.

- iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 05 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. AWARD OF CONTRACT

- 2.6.1. Notification of Award
 - i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its Bid has been accepted.
 - ii) The notification of award will constitute the formation of the Contract.
 - iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid Services.
- 2.6.2. Performance Guarantee
 - i) Within Ten (10) Days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents.

- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Services along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.
- 2.6.3. Signing of Contract / Issuance of work Order**
- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties.
 - ii) Under rule-63 of PPR-14, within Three Days (03) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
 - iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.
- 2.6.4. Award Criteria**
- 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 substantially responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily. The Lowest shall be determined on the basis of Lowest Management Charges/ month.
- 2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award**
- The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantum of Services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (iv) of PPR-14 (not more than 15%).

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

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

2.6.7. Re-Bidding

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

2.6.8. Corrupt or Fraudulent Practices

- i) The Procuring Agency requires that Bidders observe the highest standard of ethics during the procurement and execution of contracts.

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

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

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*

- ii. *collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. *offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. *any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- v. *obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.”*

ii) **Blacklisting & Debarment:**

Blacklisted Firms and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

Section-III. SCOPE OF SERVICES

3.1 Scope of Services

3.1.1 Background

[Rawalpindi Institute of Cardiology Rawalpindi]

3.1.2 Contextual Information

[]

3.1.3 Scope of Services

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

3.1.4 Operational Responsibilities

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

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

3.1.4.3 Dress code of Staff decided by the hospital administration.

3.1.4.4 Services Clearance of the staff from the concerned Law Enforcement Agencies (LEAs) provided to procuring agency / hospital will be the responsibility of Service Provider.

3.1.4.5 The staff shall be allowed leaves as per relevant labor laws. However, service provider shall ensure 100% availability of staff for duty round the clock.

3.1.4.6 The service provider is required to arrange for the relievers to ensure the services for 365 days/24 hours. The cost of these relievers shall be included in the Management Cost while preparing the Financial Bid.

3.1.4.7 The service provider shall be liable to pay compensation for any loss and

damage caused to the property of the Procuring Agency/Hospital or its staff by the Service Provider or its workers. The Service Provider can also partner with an Insurance Company that will pay for the damage on behalf on the Service Provider.

- 3.1.4.8** The Service Provider shall be entirely responsible for the conduct of its staff and in case of any strikes by its personnel or any complaint against any staff, Service Provider will be under obligation to take necessary action including but not limited to replace any staff (under the clause of persona non grata) when instructed in writing by the Focal Officer appointed by the Procuring Agency. The Service Provider shall observe all the laws and will be responsible for any prosecution or liability rising from breach of labour laws. The Procuring Agency shall not be responsible for any such action with regard to staff on the rolls of the Service Provider whatsoever.
- 3.1.4.9** In case, any worker is not performing his/her duties well, he/she shall be served a warning letter by Hospital administration and if, after one week, he/she is still not able to perform his/her duty, service provider will replace the said worker.
- 3.1.4.10** Any other duties/responsibilities assigned by the Hospital Administration may be incorporated in the agreement. The same shall also be binding on the Service Provider.
- 3.1.4.11** The Service Provider shall install its own Bio-Metric Machine(s) (as per requirement of the hospital) (Installed & Maintained by Service Provider) under the supervision of hospital administration having the dual Biometric Measurements: Face & Fingerprint. Provision of Internet and integration with the central dashboard of the hospital /any other will be provided by Procuring Agency / Hospital. The Hospital Administration on daily basis will verify the record of the same.
- 3.1.4.12** All staff will be enrolled on the bio-metric devices installed at the hospital. Service provider shall ensure that its staff uses these devices for attendance marking. Their attendance will be monitored duly by the hospital administration through the biometric devices. Bio-Metric Attendance Sheet shall be a mandatory part of monthly Invoice from the second month of commencement of services.
- 3.1.4.13** However, in case of non-availability / non-functionality of Bio-Metric Machine,

the service provider is bound to ensure availability / functionality within 03 Days.

- 3.1.4.14** In special circumstances and for reasons to be recorded in writing by Hospital Administration requirement of biometric attendance for a hospital for a specific month / time period can be dispense with.
- 3.1.4.15** Service provider shall be bound to pay its staff before 10th day of each month as per minimum wage notified by the Government and salaries shall not be linked to any other payment which Service Provider is entitled to receive from the Procuring Agency.
- 3.1.4.16** The service provider shall have sufficient amount/bank balance to pay the salaries of its staff for a period of three months at least.
- 3.1.4.17** Service Provider shall pay its personnel not less than the minimum wages as notified by Government of Punjab and any other Labor Laws of Pakistan including other benefits mandated by the law.
- 3.1.4.18** Service Provider shall disburse salaries through E-Channel i.e. Bank Account / Easy Paisa / Jazz Cash etc. and attach E-channel Receipt with the same month Invoice. However, E-channel receipt is exempted for first month of the contract only.
- 3.1.4.19** Service Provider is liable to pay contributions of EOBI and PESSI of Services Personnel employed against the instant contract. The cost incurred by the service provider on account of EOBI and PESSI will only be reimbursed by the procuring agency on submission of the deposit slips pertaining to the deployed staff in this hospital.
- 3.1.4.20** The Procuring Agency reserves the right to direct the service provider for replacement of staff and the service provider shall be bound to do the same. Non-compliance may result in punitive action against the Service Provider.
- 3.1.4.21** In the event of any illness/ injuries resulting from any accident to their staff, the service provider shall take all responsibility for the same and provide necessary compensation towards medical care and meeting all medical expenses incurred for the same without making Procuring Agency a party to

it.

3.1.4.22 In case of any disputes among the Staff, the service provider shall resolve the same at the earliest to ensure that there is no interruption in the provision of Services to the hospitals.

3.1.4.23 Supervisors shall also be employed by the service provider for 24 hours in the hospital.

3.1.4.24 Verification of the particulars, reference check and criminal record check, of the workers, shall be the responsibility of the Service Provider.

3.1.4.25 Service Provider in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations of the hospital.

3.1.4.26 Service Provider shall immediately upon receipt of request replace any service personnel who may be considered undesirable and incompetent by the procuring agency / hospital administration.

3.1.4.27 Service Provider will be responsible to provide quality human resource with demonstrable experience in each hospital as per Qualification & Experience of human resource in first month.

- The Human Resource (HR) may increase or decrease as per the requirement of the hospital.

3.1.4.28 After joining, the staff will be on probation of seven (7) days, who upon the recommendation of the hospital may continue his/ her services for a period as per contract agreement.

3.1.5 Staff Requirements

3.1.5.1 The staff on duty shall not leave the premises during duty hours.

3.1.5.2 An authorized representative of the Service Provider shall ensure his/her presence at short notice when required by the administration.

3.1.5.3 The Service Provider shall nominate a focal person (Supervisor), to engage regularly with the Hospital administration. The Service Provider shall ensure round the clock availability of such focal person. Hospital administration will engage this focal person to resolve day-to-day queries/issues/problems.

3.1.5.4 The Service Provider shall also nominate a focal person, to engage

regularly with the Procuring Agency. Procuring Agency will engage this focal person to resolve day-to-day queries/issues/problems.

SECTION-IV: BID DATA SHEET

4.1. BID DATA SHEET (BDS)

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

| A. INTRODUCTION | | |
|---|-------------------|---|
| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
| 1. | 2.1.1 | <p>NAME OF PROCURING AGENCY: [RIC / Procuring Agency]</p> <p>SUBJECT OF PROCUREMENT: PROVISION OF SERVICES IN [RIC, Rawalpindi]</p> <p>The Contract shall be valid for One Year from the date of signing of the contract, which may be further extended for the term as decided by mutual consent upto maximum of One Year.</p> |
| 2. | 2.1.2 | <p>Financial year _____</p> <p>NAME OF FINANCING INSTITUTION: [RIC / Procuring Agency]</p> <p>NAME AND IDENTIFICATION NUMBER OF THE CONTRACT: PROVISION OF SERVICES IN [RIC, Rawalpindi]</p> <p>BID REFERENCE NO. (_____)</p> |
| B. BIDDING DOCUMENTS | | |
| 3. | 2.2.2 | The address for clarification of Bidding Documents is [Medical Superintendent RIC, Rawalpindi] |
| 4. | 2.3.8 | The Bidder shall submit typed Bid in original and shall be signed by the Bidder to bind the Bidder to the contract. All pages of the Bid, shall be initialed and stamped by the person signing the Bid. |
| C. BID PRICE, CURRENCY, LANGUAGE & COUNTRY OF ORIGIN | | |
| 5 | 2.3.1 | English |

| | | |
|--|---------------|---|
| 6 | 2.3.4 | The price quoted shall be in PKR. |
| D. PREPARATION AND SUBMISSION OF BIDS | | |
| 7 | 2.1.3 & 2.5.8 | <p style="text-align: center;">Technical Evaluation Criteria</p> <p>i. (Knockdown Criteria) The bidder must comply with all the mandatory parameters. In case of noncompliance of any mandatory parameter, the bidder shall be declared as non-responsive.</p> <ul style="list-style-type: none"> a) The Bidder shall be a legally registered entity with the formal intent to enter into an agreement. b) The bidder must have at least one year experience as a legally approved Services provider. c) The Bidder must be an active income tax payer. d) The Bidder must have active National Tax Number (NTN), Punjab Sales Tax (PST) Number with documentary proof. e) The Bidder shall have a valid registration with EOBI and PESSI /IESSI. f) The Bidder must have a valid registration/ license issued by the Home Department, Government of the Punjab as a Services Service Provider. g) Bidder who is barred / blacklisted or disqualified either by any Government Ministry / Division/ Department / Agency / Authority / Organization would not be eligible to submit the bid. The Bidder shall submit an undertaking in this regard. h) The copy of the Bidding Document shall be duly signed, stamped on each page and submitted by the bidder. <p>ii. (Marking Criteria) It is mandatory for the Service providers to get at least 65 marks in the marking criteria to qualify for further procurement process; the financial proposal opening. Copies of all the required documents shall be attached;</p> |

| Sr.# | Description | Max Marks |
|------|--|------------|
| | EXPERIENCE RECORD | |
| 1 | Same project of similar nature (Similar services offered in hospitals / public access buildings (public or private sector) (Purchase orders / supply orders / completion certificates must be attached) | 20 |
| 2 | Audit statement of last financial years. | 20 |
| | FINANCIAL CAPABILITIES | |
| 3 | <ul style="list-style-type: none"> • Annual turnover for the one Year is Rs. 10 Million or more. (20 Marks) • Annual Turnover for less than one year Rs. 10 Million (10 Marks) | 20 |
| | PAST PERFORMANCE | |
| 4 | Satisfactory past performance certificate from head of the organization | 20 |
| 5 | The bidder must have a valid registration / license issued by the Government Department as a service Provider (i.e. SECP / PRA/ FBR etc) | 20 |
| | | 100 |
| | Passing Marks | 65 |

| | | |
|--|-------|---|
| | | |
| 14 | 2.1.1 | Bids shall be submitted to [RIC, Rawalpindi] |
| 15 | 2.4.2 | The deadline for Bid submission is [14-02-2023 at 11:00 am]. |
| 16. | 2.5.1 | [MS Office of RIC Rawalpindi] |
| 17. | 2.6.2 | Amount of Performance Guarantee is 10% of the contract amount. |
| 18. | 2.3.6 | Amount of Bid Security is Rs. 2,000,000/- Amount |
| 19. | 2.3.7 | Bid validity period after opening of the Bid is: 180 Days |
| 20. | 2.3.8 | Not Applicable |
| E. OPENING AND EVALUATION OF BIDS | | |
| 21. | 2.5.1 | The Bid opening shall take place at: [14-02-2023 at 11:30 am], and [MS Office of RIC Rawalpindi] |
| 22. | 2.3.4 | Not applicable |
| G. Award of Contract | | |
| 24. | 2.6.5 | Percentage for quantity increase or decrease is: 15% |
| 25. | 2.6.2 | The Performance Guarantee shall be: 10% of the Contract Amount |
| 26. | 2.6.2 | The Performance Services (or guarantee) shall be in the form provided in the Bidding documents |

Section-V: General Conditions of Contract

1. Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring Agency and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the equipment, machinery, and/or other materials which the Service Provider is required to perform Services under the Contract.
- (d) “The Services” means those services *{as provided in Scope of Services by the Procuring Agency as per its requirements}* and other such obligations of the Service Provider covered under the Contract
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Agency” means the organization purchasing the Services, as named in SCC
- (h) “The Procuring Agency’s country” is the country named in SCC.
- (i) “The Service Provider” means the Bidder or firm supplying the Services under this Contract.
- (j) “The Project Site” where applicable, means the place or Places named in SCC.
- (k) “Day” means calendar day.

2. Application

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

3. Country of Origin

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

4. Standards

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

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

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

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

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

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

6. Performance Guarantee

6.1. Within Seven (07) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & ITB.

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

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

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency;

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

7. Incidental material

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

8. Payment

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

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

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

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

9. Prices

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

10. Change Orders

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

10.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the

change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

- 11. Contract Amendments** **11.1.** Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 12. Assignment** **12.1.** The Service Provider shall not assign the whole or any part of the contract to anybody else.
- 13. Subcontracts** Subcontracting is not allowed
- 14. Delays in the Service Provider's Performance** **14.1.** Performance of Services shall be made by the Service Provider in accordance with the Schedule of Requirements/Work Plan/Deployment Plan as prescribed by the Procuring Agency in Section VII.
- 14.2.** If at any time during performance of the Contract, the Service Provider encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without fines and penalties.
- 14.3.** Except as provided under GCC Clause 17, a delay by the Service Provider in the performance of its contractual obligations shall render the Service Provider liable to the imposition of fines and penalties.
- 15. Liquidated Damages** **15.1.** Subject to GCC Clause 17, if the Service Provider fails to start providing the Services as per requirement/ within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the unperformed Services for each week or part thereof of delay until actual performance, up to a maximum deduction of the 05% of the contract price. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under PPR-14.

16. Termination for Default

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

- (a) if the Service Provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14;
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract; or
- (c) if the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.
- (d) *“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:*

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

- i. *coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. *collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the*

knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

- iii. *offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. *any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- v. *obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.*

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

17. Force Majeure

17.1.Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other

failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

18. Termination for Insolvency

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

19. Termination for Convenience

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

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

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

26. Extension in Contract period Extension in the contact agreement shall be the discretion of the procuring agency and the service provider has no right to claim further extension as a matter of right in the contract. The Extension of Contract shall be as specified in SCC.

Section-VI. Special Conditions of Contract

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: **[RIC]** **GCC 1.1 (h)**—The

Procuring Agency's country is: Pakistan

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

2. Performance Guarantee (GCC Clause 6)

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

3. Incidental Materials (GCC Clause 7)

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

4. Payment (GCC Clause 8)

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

Payment for Services provided:

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

| Invoice Checklist (to be attached with invoice) | | | |
|--|--|-----------------|-----------------|
| Sr. | Description | Annexure | Attached |
| 1. | Request of the Service Provider on Covering Letter | A. | |
| 2. | Original Invoice/Bill(s) | B. | |
| 3. | Separate Corrected Invoice, if required. | C. | |
| 4. | Penalties Calculation Sheet signed by Hospital and must be shared with the Service Provider for their record. | D. | |
| 5. | Salary Verification and E-channel Receipt signed & stamped by Service Provider | E. | |
| 6. | Bio Metric Attendance as mentioned in Scope of Services | F. | |
| 7. | Any other document if required for processing of payments. | G. | |
| Note: | | | |

- a) **The Service Provider must submit the Invoice in proper File Cover so that the documents to be attached by Hospital Administration don't get spoiled and disintegrated.**
- b) **Biometric Attendance signed by hospital.**
- c) **The page numbering of the whole Invoice must be done adequately and documents must be attached in the same sequence / order as mentioned in the table.**

5. Prices (GCC Clause 9)

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

6. Liquidated Damages (GCC Clause 15)

As per GCC 15.1

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

7. Resolution of Disputes (GCC Clause 20)

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

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

8. Governing Language (GCC Clause 21)

GCC 21.1—The Governing Language shall be English

9. Applicable Law (GCC Clause 22)

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

10. Notices (GCC Clause 23)

GCC 23.1—Procuring Agency's address for notice purposes: [RIC Rawalpindi]

Service Provider's address for notice purposes: [Insert Address Of Service Provider]

11. Duration of Contract (GCC Clause 26)

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

Section-VII: Forms

8.1 Bid Form

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

Date: _____

To

Medical Superintendent **[RIC]**

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 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

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

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

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

Technical bid includes the following:-

All documents required in the Bidding Documents

Financial bid includes the following:-

- a) Original Bid form (as per form 8.1 of Bidding documents) on letter head of the firm, duly signed and stamped.

8.2. General Information Form

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

[To be attached with Technical Bid]

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

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

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

8.3. Affidavit

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

[To be attached with Technical Bid]

Name: _____

(Bidder)

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

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

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

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

- (i) We have not been blacklisted by any Department.
- (ii) We have provided authentic documents/photocopies with our Bid. In case, any fake/bogus document is found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) We declare that information contained in our bid is correct.
- (iv) We are not blacklisted from any government department or subject to any pending litigation with any Government or Public Department.
- (v) We shall have sufficient amount/bank balance to pay the salaries of our staff for a period of three months at least in case of delay of payment from the hospital.
- (vi)

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

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.4. Performance Guarantee Form

To,

Medical Superintendent / Head of Institution

[RIC Rawalpindi]

WHEREAS (Name of the Service Provider) _____ hereinafter called "the Service Provider" has undertaken, in pursuance of "INVITATION TO BID FOR THE "PROVISION OF SERVICES IN [RIC Rawalpindi]" for procurement of Services.

AND WHEREAS, it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as Services for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Contractor a Guarantee;

THEREFORE, WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

8.5. Technical Bid Form

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

[To be attached with Technical Bid]

Insert Details Of Technical Offer Here

Stamp & Signature of Bidder _____

8.6. Contract Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

8.7. Financial Bid Form/Price Schedule

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

[To be attached with Financial Bid]

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

{Location, Date}

To

Medical Superintendent / Head of Institution

[RIC Rawalpindi]

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

Financial Bid Form 8.7.2

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

[To be attached with Financial Bid]

SERVICESFOR **[RIC]** - -

Name of Bidder:

Mailing Address:

Income Tax Registration No.

PRA Registration No.

GST Registration No (if applicable).

PESSI/ IESSI Registration No.

EOBI Registration No.

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

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

Sign:

Designation:

Stamp:

Lowest Determination Factor

Management Cost as described in Financial Bid Form 8.7.3

Financial Bid Form 8.7.3

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

[To be attached with Financial Bid]

BREAKDOWN OF COST

| Description | Number of Personnel | Minimum Wage (PKR) | PESSI / IESSI 06% | EOBI 05% | Income Tax 03% | PST 16% | Rate (PKR) per worker per month | Total Cost (in PKR) for one Month |
|------------------------------------|--|--------------------|-------------------|----------|----------------|----------|---------------------------------|-----------------------------------|
| | | | | | | | | A*39,115=B |
| | | | | | | | | C*35,234=D |
| | | | | | | | | E*35,234=F |
| *Management Charges /Month | G (Cost on account of relievers, cost of Services equipment, Walkie Talkie, biometric attendance machine, uniforms, profit etc.) | | | | K | L | - | G+K+L=M |
| Total Price per month (PKR) | | | | | | | B+D+F+M | |

NOTE :

- i. The cost incurred on account of minimum wage will remain same for all bidders and will only change in case of change in Minimum Wage Rate through official notification; the contract price based on minimum wage rates shall be adjusted on prorata basis by the procuring agency.
- ii. The lowest evaluated bidder will be determined on the basis of Management Cost as the other costs are fixed for all the bidders.
- iii. The Management Cost will include but not limited to the additional amount being paid to Services staff over and above the minimum wage, cost on account of relievers, cost of Services equipment, biometric attendance machine, uniforms etc and profit
- iv. The management cost will also be subject to income tax and PST etc.
- v. The offer showing unrealistic Management Charges/Cost will be rejected.

Number of SERVICES Personnel & Supervisor may be increased or decreased as per requirement of the procuring agency. However, the approved prices shall remain the same. The quantity mentioned in the Schedule of Requirement will be used for evaluation purpose.

The bidder shall have to abide by the circular / instructions issued by Punjab Procurement Regulatory Authority from time to time. Failing to comply with the said instructions will result in non-responsiveness of the bidder.

As per aforementioned PPRA circular and clarification letter of PPRA regarding Rules & Regulations of Labor Law vide No. L&M(PPRA)1-15(SOC)(AB)(LHR)(5)/2014/Com/P4 dated

17-08-2021, the *Financial Bid(s) of the Bidder(s)* will be declared Nonresponsive if the rates quoted by the bidder are not justified or do not include minimum applicable prevalent wage rate, applicable taxes, contributions to EOBI and PESSI.

8.8. Bid Security Form

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

[To be attached with Financial Bid]

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

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

THE CONDITIONS of this obligation are:

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

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

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

[signature of the bank]

FINES & PENALTIES

| Sr.# | SUMMARY OF PENALTIES | PENALTIES IN PKR |
|------|---|---|
| 1. | <p>Attendance less than 100% (Absent / Vacant / Not Deployed)</p> <p>(It should be the responsibility of Service Provider to maintain 100% attendance (each day) of HR as mentioned in the Contract. In case any of service provider's personnel(s) as mentioned under the contract is (are) absent / Vacant / Not-deployed, for every missing personnel that was required to stay on duty for that particular day, a penalty as mentioned in column 03 shall be charged)</p> | <p>Rs. 1,000 as penalty in addition to deduction amount of quoted daily wage per day per personnel as per contract</p> <p>(Amount of quoted daily wage rate will be calculated on the basis of 30 days per month)</p> |
| 2. | <p>In case of Absent / Vacant / Not Deployed during public/local holidays or any other special occasions (penalty at Sr # 01 will not implement for that particular day)</p> | <p>Rs. 1,500 as penalty in addition to deduction amount of quoted daily wage per day per personnel as per contract</p> |
| 3. | <p>Staff is found without uniform</p> | <p>Rs. 500 will be charged for each such staff for that particular day.</p> |
| 4. | <p>In case any of service provider's personnel deployed under this contract is not present at his assigned place of duty during inspection or is a habitual late comer or leaves early.</p> | <p>Penalty of Rs. 500/- per vacant point / late arrival / early leaving per shift will be imposed.</p> |
| 5. | <p>If any worker (after performing duties for complete month) is not paid minimum wage as per the number of days he / she performed the duty.</p> | <p>Rs. 5,000 + (Difference of Amount between paid salary and notified minimum wage rate) shall be imposed as penalty per person per month.</p> |
| 6. | <p>Procuring agency may desire to replace any personnel with justifiable reason and failure to do so</p> | <p>Rs. 2,000 per Day per Personnel will be imposed for non-</p> |

ANNEXURE – C

| | | |
|-----|--|---|
| | in seven 07 Days shall be considered as breach of contract. | compliance of directions of procuring agency. |
| 7. | Any protest or strike observed by the Services staff due to any action of the Service Provider i.e. Late / Non disbursement of salary, Non-compliance of Minimum Wage Rate etc. | Rs. 100,000 per incident per day till calling off the strike. |
| 11. | If Services staff is found involved in any misuse / theft/ pilferage / anomaly of any Hospital Equipment / property. | Rs. 5,000 in addition to termination of individual along with FIR and amount of loss incurred by if approved by Hospital Inquiry Committee. |
| 12. | <p>Service provider will ensure the Disbursement of salaries within 10 days of each month.</p> <p>*The service provider will be responsible for paying his employees in the institution in the first 10 days of every month. Such payment will not depend on the payments made by the Procuring Agency to the service provider. The service provider will pay his employees from his own resources. Partial Payment will not be considered paid.</p> | Rs. 100 per staff per day will be charged till 10 th day of next month. (However, in special / unavoidable circumstances, if payment is delayed to the service provider by procuring agency for more than 90 Days for a particular hospital, this penalty shall not be imposed / applicable from 91 st day onwards. |
| 13. | The service provider shall ensure that no member of the staff takes financial compensation or benefit from the patients or their attendants of any sort. | A minimum fine of Rs. 5000 shall be levied for every instance of a proven or reportedly correct complaint of the same. |

IMPORTANT POINTS:

- a) Any protest or strike observed by the Services staff due to any action of the Service Provider i.e. Late / Non disbursement of salary, Non-compliance of Minimum Wage Rate etc. will be considered a breach of contract and may lead to issuance of show cause notice / explanation letter in addition to the penalty mentioned. Three show cause notices / explanation letters may lead to termination of contract. In addition to that procuring agency may initiate blacklisting proceedings along with forfeiture of performance guarantee, as per discretion of the procuring agency. An occurrence of strike will be documented by the hospital administration and the reasons of strikes shall not be attributed to the procuring agency.

ANNEXURE – C

- b) Penalty should be charged in case the contractor fails to enroll 100% HR on any day as agreed in the contract. For example if 100 personnel are agreed then there must be 100 person enrolled on each day. If on any day the enrolled personnel are supposed to be 99 then penalty should be charged for missing 1 personnel.
- c) The amount of the penalty will be imposed / approved / recommended by Administrative Head of the Institution

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

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SECTION IX- CHECK LIST

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

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

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

| | | |
|---|---|----------|
| 13. | The copy of the Bidding Document duly signed and stamped on each page by the Bidder shall be attached with the Technical Bid whose each page must also be signed and stamped by the bidder. | Flag - N |
| 14. | The Bidder must have valid License issued by the Government of the Punjab, as a Service Provider. | Flag - O |
| Technical Evaluation Criteria | | |
| Experience and past performance of the firm | | |
| 1. | Projects | Flag - P |
| Human Resource and Managerial Strength | | |
| 2. | Number of Services Staff | Flag - Q |
| Financial Capability/strength | | |
| 3. | Audited Financial Statements of the requisite financial years | Flag - R |
| Any other documents required in this Bidding Documents | | |

Stamp & Signature of Bidder _____

Qualification of Services Personnel

| Sr. # | Description | QTY | Qualifications & Experience |
|-------------------------------|---|-----|--|
| Bio Medical Department | | | |
| 01 | Bio Medical Engineer | 2 | BSc Electrical / Mechanical / Biomedical engineering |
| 01 | Assistant Bio Medical Engineer | 3 | DAE Biomedical / Electronic with one year Experience |
| 02 | Assistant Electronic Care Taker | 3 | DAE Biomedical / Electronic with one year Experience |
| 03 | Generator Operator | 3 | Matric with 2-year experience |
| 04 | Boiler Operator | 4 | C class boiler Engineering with 5 year experience |
| 05 | Lift Operator | 2 | Matric with 2-year experience |
| 06 | Cardiopulmonary Allied Equipment Operator | 1 | DAE Biomedical/ Electronic with one year Experience |
| 07 | Biogases Technician | 4 | DAE Mechanical with one year Experience |
| 08 | Nuclear Technician | 1 | |
| 09 | Incinerator Operator | 3 | DAE Mechanical with one year Experience |
| 10 | Bio Medical Helper | 2 | Matric with 5 years of experience in repairing of biomedical Equipment's |
| 11 | Laundry helper | 3 | Matric with 2-year experience |
| HVAC | | | |
| 01 | HVAC Engineer | 01 | Bachelor's degree in mechanical with minimum 5-year experience |
| 02 | Shift Supervisor | 04 | DAE Mechanical with minimum five-year Experience |
| 03 | HVAC operator | 10 | Middle with 5year experience Or Matric with 2-year experience |
| IT | | | |
| 01 | Director IT | 01 | MS in computer science with 3 years experience |
| 02 | IT Program developer | 02 | MS in computer science with 3 years experience |
| 03 | Computer system analyst | 01 | BS in computer science with 2 year experience |
| 04 | Server Room In-charge | 01 | CCNA with 2 year experience |
| 05 | IT Hardware Expert | 02 | BS in computer science with 2 year experience |
| 06 | Assistant Software Engineer | 03 | BS in computer science with 2 year experience |
| 07 | Assistant Hardware Engineer | 03 | BS in computer science with 2 year experience |
| 08 | Digital Services System Operator | 12 | Metric with 2 year experience |
| 09 | Junior Computer operator | 04 | Intermediate in computer science with 2 year experience |
| 10 | Data entry operator | 08 | Intermediate with typing speed min 40 word / minute |

