



BIDDING DOCUMENTS

FOR

PROCUREMENT OF MEDICAL GASES (LIFE SAVING) FOR PKLI HOSPITAL



Pakistan Kidney & Liver Institute and Research Center

OCTOBER 2020



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Important Note:

The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and charts/drawings. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

In case of any conflict of instructions/provisions herein with the Punjab Procurement Laws and Rules, 2014 (“the Rules”), the Rules shall prevail.

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of Punjab Procurement Rules, 2014

This Bidding Process will be governed under Punjab Procurement Act 2009, amended Act and Punjab Procurement rules 2014, amended rules 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.



1. INVITATION TO BID

Sealed Bids/Proposals are invited from well reputed firms/sole proprietors/ companies for “**PROCUREMENT OF MEDICAL GASES (LIFE SAVING) FOR PKLI HOSPITAL**”.

Interested eligible bidders may get the bidding documents with detailed specifications from PKLI website www.pkli.org.pk/tenders. A tender notice is also available for information and can be downloaded from the websites of www.ppra.punjab.gov.pk and www.pkli.org.pk.

For participation, written application along with original receipt of tender deposit fee of Rs. 1,000/- (non-refundable) under account head “**Pakistan kidney and liver institute and research center**” in **Faysal Bank, saving account no. 3032307900077862** to be submitted with technical proposal.

The **Single Stage Two Envelope** bidding procedure shall be applied. Bids must be delivered to the address given below at or before **10:30 Hours November 09, 2020** and shall be opened on **November 09, 2020** at **11:00 Hours** in the presence of the bidders, representatives who choose to attend at the address given below. Late bids shall be rejected. All Bids must be accompanied by a Bid Security of **PKR 234,544/-** (2% of estimated cost) in the form of CDR/Bank Guarantee/Demand Draft/Pay Order in favor of Pakistan Kidney and Liver Institute & Research Center with the Financial Bid, without this, the offer shall be rejected being non-responsive.

PKLI will not be responsible for any cost or expense incurred by Bidders about the preparation or delivery of Bids. A pre-bid meeting will be held on **November 02, 2020** in conference room, PKLI at **10:30 Hours**.

Note: All assessments and procuring procedure i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules-2014. In case of any conflict between Bidding Documents and PPRA Rules 2014, the rules shall prevail.

HEAD OF PROCUREMENT

Pakistan Kidney & Liver Institute and Research Center
1 PKLI Avenue, Lahore Knowledge Park, Opposite DHA Phase 6, Lahore

Email: procurement@pkli.org.pk

Phone # 042-38102920, Ext.: 3148



2. TENDER SPECIFIC INSTRUCTION FOR BIDDERS

1. Procedure for Selection of Contractor/Bidder

As per Rule 12(1) (2), this Tender is being published in newspaper and placed online at PPRA's website. According to Rule 38 Single Stage Two Envelopes bidding procedure shall be used for **PROCUREMENT OF MEDICAL GASES (LIFE SAVING) FOR PKLI HOSPITAL.**

Each bidder will submit Bid Security of **PKR 234,544/-** along with the bid in form of CDR/Bank Guarantee/ Demand Draft/ Pay Order.

2. Filling of Price Schedule

Each bidder shall quote the complete bid.

3. Evaluation of Bids

Bids will be evaluated on item wise Least cost basis.

4. Payments

Payments will be made against delivered goods/items/services only. The payment will be made within 30 days of invoice submission as per rule 62, PPRA 2014.

5. Sign and Stamp

Bidder is required to stamp every page of the bid document along with signature at the required pages and submit along with the bid.



3. INSTRUCTIONS TO BIDDERS

3.1 INTRODUCTION

3.2 Scope

- 3.2.1** The Client wishes to receive Bids for “**PROCUREMENT OF MEDICAL GASES (LIFE SAVING) FOR PKLI HOSPITAL**” as specified in Technical Specifications attached hereto (hereinafter referred to as “the Gas Cylinders/Goods/Refilling”). Successful bidder shall be an independent service provider liable and able to provide all the Services including transportation of the material to the site. All arrangements will be the responsibility of the successful bidder.
- 3.2.2** The bid is to be completed and submitted to the Client in accordance with these instructions to Bidders and relevant rules/regulations.
- 3.2.3** The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document **Clause regarding “Determination of Responsiveness of Bid” and “Rejection / Acceptance of the Tender”** for making their bids substantially responsive to the requirements of the Bidding Document. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the Client. Neither any time schedule, nor financial adjustments arising thereof shall be permitted because failure by the Bidder. The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process. It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Client will be permitted throughout the period of completion of the contract. The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Client.

3.3 Eligible Bidder

The invitation for Bid is open to all the contractors as per PPRA Rules 2014, Chapter 1, General Provisions and definition of contractors registered with Income and Sales Tax Department.



3.4 Cost of Bidding

The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Client will not be responsible or liable for those costs.

3.5 Joint Ventures

The Joint Venture is allowed in this tender with the following requirements/conditions;

- a) *In case of Joint Venture, all the documents of Ventures will be evaluated in accordance with the Evaluation Criteria.***
- b) The Firm/Company shall declare one company/firm as a lead partner. One of the partners shall be authorized to be in charge; and this authority shall be evidenced by submitting a power of attorney Particularly for this Project signed by legally authorized signatories of all the partners;
- c) The Joint Venture partners shall get the Bidding Documents on Joint Venture's name NOT single bidder/firm.
- d) The Joint Venture partners shall sign the agreement so as to be legally binding on all the partners;
- e) The partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;
- f) All partners of the joint venture shall be liable jointly and severally for execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above, as well as in the Bid Form and the Form of Agreement (in case of a successful Bid); and

A copy of the registered agreement entered into the joint venture must be provided by the joint venture partners and shall be submitted with the Bid.

3.6 Assurance

The successful bidder will be required to provide satisfactory assurance of its ability and intention to provide the requisite Services, within the time as mutually agreed in the agreement.



4. TERMS AND CONDITIONS OF THE TENDER

4.1 Definitions

In this document, unless there is anything repugnant in the subject or context:

- A. "Authorized Representative" means any representative appointed, from time to time, by the Client, the Procuring Agency or the Contractor.
- B. "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- C. "Client" means the Project lead of technical wing of the Procuring Agency for whose' particular project the Goods/Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- D. "Bidder/Tenderer" means the interested Firm/ Company/ Supplier/ Distributors that may provide or provides related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- E. "Commencement Date of the Contract" means the effective date of signing of the Contract between the Procuring Agency/Procuring Agency and the Contractor.
- F. "Contract" means the agreement entered into between the Procuring Agency and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- G. "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance followed by the signing of Contract.
- H. "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations
- I. "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.
- J. "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract. 3.12 "Day" means calendar day.



- K. "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, any defects and damages in Goods and Services provided under the Contract.
- L. "Force majeure shall mean any event, act or other circumstances not being an event, act or circumstances under the control of the Procuring Agency or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure.
- M. "Goods" means hardware, equipment, machinery, and/or other materials which the Contractor is required to supply to the Procuring Agency under the Contract.
- N. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- O. "Prescribed" means prescribed in the Bidding Document.
- P. "Procuring Agency or Client" means the Pakistan Kidney and Liver Institute & Research Center or any other person for the time being or from time to time duly appointed in writing by the Procuring Agency to act as Procuring Agency for the purposes of the Contract.

5. HEADINGS AND TITLES

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

6. NOTICES

- 6.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Procuring Agency and the Client, the same shall be:
 - 6.1.1 in writing;
 - 6.1.2 issued within reasonable time;
 - 6.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
 - 6.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.



7. TENDER SCOPE

Pakistan Kidney and Liver Institute and Research Center (hereinafter referred to as “the Procuring Agency”) invites / requests Bids (hereinafter referred to as “the Tenders”) for **PROCUREMENT OF MEDICAL GASES (LIFE SAVING) FOR PKLI HOSPITAL** (hereinafter referred to as “the Goods or Services”). Contractor will be responsible for delivering items and services available to the Procuring Agency, installation and deployment of all required facilities/ services or related items and maintenance of the same till the validity of warranty.

The detailed Scope of Work available at Annex-A.

8. TENDER ELIGIBILITY AND QUALIFICATION CRITERIA

8.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:

- 8.1.1 has a registered incorporated company/firm in Pakistan with relevant business experience of least Two (2) year as;
- 8.1.2 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies/firms which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);
- 8.1.3 has valid Registration of General Sales Tax (GST) & National Tax Number (NTN);
- 8.1.4 has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid;
- 8.1.5 has the required relevant qualified personnel and enough strength to fulfil the requirement of assignment;
- 8.1.6 Conforms to the clause of “Responsiveness of Bid” given herein this tender document.
- 8.1.7 Goods and Services can only be supplied / sourced / routed from “origin” in “eligible” member countries.
 - a) “Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

The Detailed Technical Evaluation Criteria is attached at Appendix-A.

Note: Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.



9. TENDER COST

The Tenderer/ Bidder shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Procuring Agency or Client shall in no case be responsible / liable for those costs / expenses.

10. EXAMINATION OF THE BIDDING DOCUMENTS

The Tenderer/ Bidder is expected to examine the Bidding Document, including all instructions and terms and conditions.

11. CLARIFICATION OF THE BIDDING DOCUMENTS

The Tenderer/ Bidder may require further information or clarification of the Bidding Document, within five (5) calendar days of issuance of Bidding/Tender in writing. The clarification and its replies will be shared with all prospective bidders. Bidders should note that during the period from the receipt of the bid and until further notice from the Procurement Department given herein this document, all queries should be communicated via the Procurement Department and in writing (e.g. e-mail & letter) only. In the case of an urgent situation where the Procurement Department cannot be contacted, the bidder may alternatively direct their enquiries through the Head of Procurement.

HEAD OF PROCUREMENT

Pakistan Kidney & Liver Institute and Research Center

PKLI Avenue, Lahore Knowledge Park, Opposite DHA Phase 6, Lahore,
Pakistan. Email: procurement@pkli.org.pk



12. AMENDMENTS OF THE BIDDING DOCUMENTS

- 12.1 The Procuring Agency/Client may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Bidding Document, on any account, for any reason. All amendment(s) shall be part of the Bidding Document and binding on the Bidder(s).
- 12.2 The Procuring Agency/Client shall notify the amendment(s) in writing to the prospective Tenderers/Bidders as per Punjab Procurement Rules, 2014.
- 12.3 The Procuring Agency/Client may, at its exclusive discretion, amend the Bidding Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

13. PREPARATION / SUBMISSION OF PROPOSAL/TENDER

- 13.1 The tenderer/bidder must bid completely for complete scope.
- 13.2 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Procuring Agency, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender
- 13.3 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.
- 13.4 The Tender shall consist of proposals in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.
- 13.5 Proposal shall comprise the following:
 - 13.5.1 Proposal Form
 - 13.5.2 Undertaking (All terms & conditions and qualifications listed anywhere in this bidding/tender document has been satisfactorily vetted) and Affidavit (Integrity Pact)
 - 13.5.3 Covering letter duly signed and stamped by authorized representative
 - 13.5.4 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan



- 13.5.5 Evidence of eligibility of the Bidder/Tenderer and the Services
 - 13.5.6 Evidence of conformity of the Services to the Bidding/Tender Document
 - 13.5.7 List of firm's major clientele
 - 13.5.8 Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
 - 13.5.9 Valid Registration Certificate for Income Tax & Sales Tax
 - 13.5.10 Power of Attorney, if an authorized representative is appointed
 - 13.5.11 Price Schedule
 - 13.5.12 Bid Security as per provisions of the clause Bid Security of this document.
- 13.6 The Bidder/Tenderer shall seal the Original Proposal in an envelope duly marked as under:
- Original Tender for
 - Tender Name. [Name of Tender]
 - Tender No.
 - [Name of the Client/Procuring Agency]
 - [Address of the Client/Procuring Agency]
 - [Name of the Bidder/Tenderer]
 - [Address of the Bidder/Tenderer]
 - [Phone No. of the Bidder/Tenderer]
- 13.7 The Bidder/Tenderer shall enclose soft copies of the Technical Proposal, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- 13.8 The Bidder/Tender shall be dropped at the Reception or in the prescribed Tender Box placed at the Reception of the Client/Procuring Agency's office, during office hours, up to due date and time.
- 13.9 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the bidder/tenderer.



14. TENDER PRICE

- 14.1 The quoted price shall be:
- 14.1.1 in Pak Rupees;
 - 14.1.2 Inclusive of all applicable taxes, duties, levies, insurance, freight, etc. applicable under the Laws of Punjab as well as Pakistan;
 - 14.1.3 Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
 - 14.1.4 Including all charges up to the delivery point at Head Office or Site Designated by PKLI & RC in Punjab (if required).
- 14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 14.3 Where no prices are entered against any item(s), the price of that item shall be deemed to be free of charge, and no separate payment shall be made for that item(s).

15. BID SECURITY (EARNST MONEY)

- 15.1 The Tenderer shall furnish the Bid Security (Earnest Money) as under:
- 15.1.1 for an amount equivalent to **PKR 234,544/-**
 - 15.1.2 Denominated in Pak Rupees;
 - 15.1.3 as part of financial bid envelope, failing which will cause rejection of bid.
 - 15.1.4 in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Procuring Agency;
 - 15.1.5 Have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 15.2 The Bid Security shall be forfeited by the Procuring Agency, on the occurrence of any / all of the following conditions:
- 15.2.1 If the Tenderer/Bidders withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
 - 15.2.2 If the Tenderer/Bidders does not accept the corrections of his Total Tender Price; or
 - 15.2.3 If the Tenderer/Bidders, having been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender



validity, fails or refuses to furnish the Performance Security, in accordance with the Bidding Document.

- 15.3 The Bid security shall be returned to the technically unsuccessful Tenderer/Bidders with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security.

16. TENDER VALIDITY

The Bidder/Tender shall have a minimum validity period of ninety (120) days from the last date for submission of the Tender. The Procuring Agency/Client may solicit the Bidder/Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

17. MODIFICATION / WITHDRAWAL OF THE TENDER

- 17.1 The Bidder/Tenderer may, by written notice served on the Procuring Agency, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

18. OPENING OF THE TENDER/BID

- 18.1 **Tenders shall be opened at 1100 hours on the last date of submission of bids i.e. November 09, 2020,** in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Procuring Agency, the last date for submission of the bids shall be the next working day. **The proposal will be returned if received after 1030 hours on November 09, 2020.**
- 18.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Procuring Agency may, at its exclusive discretion, consider appropriate, shall be announced and recorded.



- 18.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

19. CLARIFICATION OF THE TENDER

The Client/Procuring Agency shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder/Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the client/Procuring Agency.

20. DETERMINATION OF RESPONSIVENESS OF THE BID/TENDER

- 20.1 The Client/Procuring Agency shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender its itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
- 20.1.1 meets the eligibility criteria given herein this tender document for the Services;
 - 20.1.2 meets the Technical Specifications for the Goods/Works/Services;
 - 20.1.3 meets the delivery period / point for the Services;
 - 20.1.4 in compliance with the rate and limit of liquidated damages;
 - 20.1.5 Offers fixed price quotations for the Services, whereby no optional offer / bid or price is allowed;
 - 20.1.6 Is accompanied by the required Bid Security as part of financial bid envelope;
 - 20.1.7 compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;
 - 20.1.8 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Goods/Services or limits the Procuring Agency's rights or the Tenderer's obligations under the Contract.
- 20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.



21. CORRECTION OF ERROR / AMENDMENT OF TENDER

- 21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- 21.1.1 If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
 - 21.1.2 If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
 - 21.1.3 If there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 21.4 No credit shall be given for offering delivery period earlier than the specified period.

22. TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL

- 22.1 The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.
- The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / support services will be rejected.
- 22.2 The Eligible/Technically Qualified Bidders alone will be considered for further evaluation.

The detailed evaluation criteria is mentioned below at Appendix-A.

Note: Verifiable documentary proof for all above requirements is mandatory.



- 22.3 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Procuring Agency, the contractor shall be bound to adjust the same in the Financial Proposal.
- 22.3.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- 22.3.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
- 22.3.3 In evaluation of the price of articles/goods/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
- 22.4 The Client/Procuring Agency will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Gov. at any time during execution/evaluation period will be dealt with mutual consent.

23. REJECTION / ACCEPTANCE OF THE BID

- 23.1 The Client/Procuring Agency shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Procuring Agency may cancel/reject all bids or proposals at any time prior to the acceptance of a bid or proposal. 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. The Procuring Agency shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).
- 23.2 The Bidder/Tender shall be rejected if it is:
- 23.2.1 Substantially non-responsive in a manner prescribed in this tender document clause-20; or
- 23.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 23.2.3 Incomplete, partial, conditional, alternative, late; or
- 23.2.4 Relevant bid security is not submitted;



- 23.2.5 Subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 23.2.6 The Tenderer refuses to accept the corrected Total Tender Price; or
- 23.2.7 The Tenderer has conflict of interest with the Procuring Agency; or
- 23.2.8 The Tenderer tries to influence the Tender evaluation / Contract award; or
- 23.2.9 The Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;
- 23.2.10 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);
- 23.2.11 the Tenderer fails to meet the evaluation criteria requirements (clause-22);
- 23.2.12 the tenderer has been blacklisted by any public or private sector organization;
- 23.2.13 the tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
- 23.2.14 The tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- 23.2.15 There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 23.2.16 The Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.
- 23.2.17 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- 23.2.18 If the rates quoted by vender are not workable or on higher side etc.

24. AWARD CTITERIA

The eligible bidder(s)/tenderer(s) as per clause-7 (Tender Eligibility) of this Bidding Document fulfilling the qualification and technical evaluation criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities.



25. ACCEPTANCE OF BID AND AWARD

The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in the Bidding Documents and having the lowest evaluated bid, if not in conflict with any other applicable laws, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Procuring Agency shall issue the Acceptance of Bid to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules, 2014), which shall constitute a contract, until execution of the formal Contract.

26. PERFORMANCE SECURITY

- 26.1 The successful Tenderer/The Contractor shall furnish Performance Security as under:
- 26.1.1 within twenty-eight (28) days of the receipt of the Acceptance Letter from the Client/Procuring Agency;
 - 26.1.2 in the form of a unconditional irrevocable Bank Guarantee issued by a scheduled bank operating in Pakistan, as per the format provided in the Bidding/Tender Document;
 - 26.1.3 for a sum equivalent to **2%** of the contract value;
 - 26.1.4 denominated in Pak Rupees;
 - 26.1.5 have a minimum validity period of one year from the date of LOI, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.
- 26.2 The Performance Security shall be payable to the Client/Procuring Agency, on occurrence of any / all of the following conditions:
- 26.2.1 If the Contractor commits a default under the Contract;
 - 26.2.2 If the Contractor fails to fulfill the obligations under the Contract;
 - 26.2.3 If the Contractor violates any of the terms and conditions of the Contract.
- 26.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within



thirty working days after the expiry of its validity on written request from the Contractor.

- 26.4 In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.

27. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY

- 27.1 The Client/Procuring Agency has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 27.2 Any bidder feeling aggrieved by any act of the Client/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 bid evaluation report.
- 27.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 27.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 27.5 Any bidder not satisfied with the decision of the committee of the Client/Procuring Agency may lodge an appeal in the relevant court of jurisdiction.



APPENDIX A

TECHNICAL SPECIFICATIONS

The Following Requirements are mandatory.

Sr. #	Qualification Requirements / Knock Down Criteria	M	Checklist
1	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	M	
2	Copy of CNIC	M	
3	Proof of Sales Tax Registration, NTN Certificate (Status = Active with FBR)	M	
4	Bidding Document Fee – Evidence shall be pasted outside the main envelope/presented at the time of bid submission		
5	Bid Security (Original) attached with Technical Bid/proposal		
6	Supplier shall have its own Production facility of quoted medical gases. Documentary proof to be attached.	M	
7	In case of distributor, the authorization letter to be attached (where applicable)	M	
8	Undertaking that supplies will be delivered within time period mentioned in purchase order.	M	
9	Supplier shall provide evidence/document to confirm that medical gases produced meet international standards such as US, EU, UK etc.	M	
10	Firm shall be ISO certified/ any internationally approved certification and has a validation report. (Certificate to be attached)	M	
11	Firm Shall have hydrotesting pressure testing and repairing facility for cylinders as per international standards. Evidence shall be furnished.	M	
12	Minimum 3-year experience of Gas supplies to healthcare	M	



	organizations (PO's of minimum five institutes for the last 3 years should be attached)		
13	In case of cryogenic transport, the company should provide the certificates the vehicle is dedicated for Medical oxygen and has not been in use for supply of non-medical gases for example, Nitrogen , CO2, Argon etc.	M	
14	Undertaking on Rs.50 stamp paper that the firm is not blacklisted and involved in litigation with Government (Affidavit duly attested by the Oath Commissioner/Notary Public)	M	
15	Undertaking on legal stamp paper (Rs 100) that the complete specifications are as per the bidding documents	M	
16	Bidder shall submit an affidavit on Company Letter Head that he accepted all terms and conditions of bidding documents and PPRA rules 2014 and shall continue the same in future, duly signed and stamped	M	
M = Mandatory			
<i>All mandatory documents MUST be submitted with the Bid. Failure to fulfill any of the above condition will disqualify the bidder from the bidding process. Submission of all documents mentioned above are mandatory at the time of the tender submission. No document will be accepted on later stage.</i>			



ANNEXURE-A

SCOPE OF WORK

PROCUREMENT OF MEDICAL GASES (LIFE SAVING) FOR PKLI HOSPITAL					
Sr. No.	Description	Unit	Qty		
<u>Refilling of Gas Cylinders</u>					
1	Medical Oxygen Gas, Size: MF 48CFT	Nos.	2000		
2	Medical Oxygen Gas, Size: MM 240 CFT	Nos.	70		
3	Medical Nitrous Oxide Gas: Size: XM 16200 Ltr	Nos.	150		
4	Medical Nitrous Oxide Gas: Size: XE 1620 Ltr	Nos.	50		
5	Compressed Medical Air, MM 240 CFT	Nos.	70		
6	Carbon Dioxide Gas, 25 Kg	Nos.	200		
7	Carbon Dioxide Gas, 05 Kg	Nos.	20		
8	Nitrogen Gas, NM 240 CFT	Nos.	50		
9	Argon Gas Cylinder B Size, D Size	Nos.	50		
<u>Bulk refilling of following Gas Cylinders</u>					
10	Liquid Medical Oxygen Gas (VIE Tank or XL Cylinder, etc.)	M3	250,000		
<u>Misc. Items (rate only):</u>					
11	Replacement of Cylinder Valve (all types)	Each	1		
12	Replacement of Valve Spindle (all types)	Each	1		
13	Hydraulic Testing of Cylinders (all types)	Each	1		
14	Painting of Cylinders (all types)	Each	1		

1. Abide by all the rules and regulations laid down by the Procurer.
2. Undertaking for Purity certificate to be furnished with every supply.
3. Perform control functions including, but not limited to, the following:
 - a) Ensure accurate recording of gas quantity supplied/decanted
 - b) Control and monitor spillage during decanting of gases
 - c) Maintain accurate record (e.g. log book) of all re-filling activity readings, quantity delivered at each supply, flow meter reading etc.)



ANNEXURE-B

Proposal Submission Form

Head of Procurement

Pakistan Kidney & Liver Institute and Research Centre
1 PKLI Avenue, Lahore Knowledge Park, Opposite DHA Phase 6, Lahore

Subject: PROCUREMENT OF MEDICAL GASES (LIFE SAVING) FOR PKLI HOSPITAL

Dear Sir,

- A. Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.
- B. We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- C. We agree to abide by this proposal for the period of 120 days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- D. We agree to execute a contract in the form to be communicated by the PKLI incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- E. We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Authorized Signatures with Official Seal



ANNEXURE-C

Financial Proposal Submission Form

[Location, Date]

To _(Name and address of Client / Procuring Agency)_

Dear Sir,

We, the undersigned, offer to provide the (Insert title of assignment) _in accordance with your Bidding Documents No._____ dated _(insert date)_. Our attached Proposal is for the sum of (insert amount in words and figures). This amount is inclusive of all taxes.

Our Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Bidding Documents.

We also declare that the Government of Pakistan / Punjab has not declared us blacklisted on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the contract, and are aware of the relevant provisions of the Bidding Document.

We understand you are not bound to accept any Bidding Documents you receive.

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address



ANNEXURE-D

Price Schedule/ Financial Cost Sheet

Sr. No	Item Description	Brand Proposed	Required Quantities	Per Unit Price Inclusive of 4.5% Tax	GST (For PKLI GST Exempted)	Total Price
1						
2						
3						

Note:

- a) **PKLI is GST exempted as per General Sales Tax (u/S 52 & 52-A of sixth schedule of Sales Tax Act 1990).**
- b) Evaluation shall be done on items wise Least cost basis as per the specifications.
- c) No other charges would be payable by the PKLI.
- d) Overwriting, cutting, use of fluid etc., are not allowed which may lead to cancelation of bid offered.
- e) Incomplete or semi filled bid shall be treated as Non-Responsive.

Stamp & Signature of Bidder _____



ANNEXURE-E

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Procuring Agency) including signing and submission of all documents and providing information/responses to (name of the Procuring Agency) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

this _____ day of _____ 2020
For _____

(Signature)
(Name, Designation and Address)

Accepted

(Signature)
(Name, Title and Address of the Attorney)
Date:



ANNEXURE-F

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 2020

Signature (Company Seal) _____

In the capacity of Duly authorized to sign bids for and on behalf of



ANNEXURE-G

(To be submitted on legal stamp paper)

AFFIDAVIT

(Integrity Pact)

We _ (Name of the bidder / supplier) _ being the first duly sworn on oath submit, that Mr. / Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by _(Name of the bidder company)_ hereinafter called the Contractor to submit the attached bid to the _(Name of the Procuring Agency)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _(Name of the Procuring Agency)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

[The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Procuring Agency and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support. [The Seller/Supplier/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty / support.

It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Procuring Agency under any law, contract or other instrument, be voidable at the option of the Procuring Agency.

Notwithstanding any rights and remedies exercised by the Procuring Agency in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Procuring Agency.

_____ Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20__



ANNEXURE-H

BID SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name _____, Tender No. _____, (hereinafter called "the Tender") to the [Name and Address of the Procuring Agency] (hereinafter called "the Procuring Agency") for the Total Tender Price of PKR (in figures _____) (in _____ words _____).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE, the Guarantor hereby affirms to bind himself, his successors and his assigns to the Procuring Agency, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Procuring Agency, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Procuring Agency having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or
3. If the Contractor, having been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Procuring Agency shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Procuring Agency shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until furnishing of the Performance Security, whichever is later.

Date this _____ day of 2020.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____



ANNEXURE-I

PERFORMANCE SECURITY

BANK GUARANTEE

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgement Date:

(Must be one month later than the
expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name. _____, Tender No. _____ (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within twenty eight (28) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Procuring Agency, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs. _____ (2% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE, the Guarantor hereby affirms to bind himself, his successors and his assigns to the Procuring Agency, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Procuring Agency, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Procuring Agency having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Procuring Agency shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Procuring Agency shall reach the Guarantor within thirty working days after the expiry of the Guarantee.



This guarantee shall remain valid up to _____ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, whichever is later.

Date this _____ day of 2020.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____



AGREEMENT

Contract Title:

[Name of Contractor]

Dated:



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This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between **Pakistan Kidney and Liver Institute and Research Centre (the “Client”)**, on the one part,

and

[full legal name of Contractor], on the other part severally liable to the Client for all the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

RECITALS

WHEREAS,

- (b) The PKLI intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the supply of material as described in the contract.
- (c) The Client has requested the Contractor to provide certain supply of material as described in Tender Document; and
- (d) The Contractor, agreed to provide such supply on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Client to supply the material and to remedy defects therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Client to the Contractor.
2. The Client hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the material.
3. The following shall be deemed to form and be read and construct as part of this Contract:



- a. Letter of Acceptance
- b. Work Order/Purchase Order
- c. The Bidding Document
- d. Bidder's Proposal
- e. Terms and Conditions of the Contract
- f. Special Stipulations
- g. The Technical Specifications
- h. Price Schedule
- i. Performance Security
- j. Any Standard Clause acceptable for Client

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS, whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

FOR PKLI

Signature:

Name:

Witnessed By:

WITNESSES

Signature

Name

CNIC

Designation

FOR CONTRACTOR

Signature:

Name:

Witnessed By:

Signature

Name

CNIC

Designation



General Conditions of Draft Contract

i. Contract

The Client shall, after receipt of the Performance Security from the successful Bidder, send the Contract provided in the Bidding Document, to the successful Bidder. Within three working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Client.

ii. Contract Duration

The duration of Framework Contract shall be for the period one year from award of contract, starting from the date of issuance of Letter of Acceptance.

iii. Contract Documents and Information

The Contractor shall not, without the Client's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Client in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

iv. Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Client, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

v. Standards

The Goods / Items / Services provided under this Contract shall conform to the authoritative latest industry standards.

vi. Commercial Availability

The Goods/items supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Goods/items shall have been sold under two separate contracts by manufacturer globally.



vii. Patent Right

The Contractor shall indemnify and hold the Client harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods/items or Service or any part thereof.

viii. Execution Schedule

Order for material will be placed through purchase order mentioning the delivery timeline, after the issuance of Letter of Acceptance.

ix. Packing

The Contractor shall provide such packing of the Goods/Items/Services as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the Contract. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation at all points in storage / transit. The Contractor shall arrange and pay for the packing of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

x. Delivery

- a)** The Contractor shall indicate his delivery approach clearly specifying the requirements for packing, shipping and unpacking of deliverable Goods/Items with any associated/relevant documentation. The approach shall address shipment of deliverables to the various designated sites. The approach shall also specify any special shipping constraints such as custom requirements, security requirements, access arrangement or loading dock requirements. The Contractor shall deliver the Goods/Item at designated points, as specified by the Client at the time of delivery.
- b)** The Goods/Items shall remain at the risk and under the physical custody of the Contractor until the delivery, testing and taking over of the Goods is completed.
- c)** The Contractor shall ensure that the Goods shall be delivered complete. If it shall appear to the Client that the Goods have been or are likely to be delayed because of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch



the missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means including air freight.

- d) The Contractor shall include in the Tender a detailed logistics plan which shall include support details for transportation, mobilization and personnel scheduling during project implementation and the warranty period. The Contractor shall provide maintenance, supply and procurement support necessary for Client to maintain all system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the transport of the Goods to the place of destination as specified in the Contract.

xi. Payment

- a) The Contractor shall provide all necessary supporting documents along with invoice.
- b) The Contractor shall submit an Application for Payment, to the Client. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods/Items/Services supplied, the Services provided and the Works done, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any
- c) The Client shall get verified the details of Goods/Items/Services delivered against the invoice and Payment shall be made on complete delivery of Goods/Items/Services after issuance of satisfactory certificate by concerned team, as per details given in the Letter of Acceptance/Purchase Order.
- d) The Client shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial delivers. The Client shall make payment for the Goods supplied, the Services provided, and the Works done as per, to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque.
- e) All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.



xii. Price

The Contractor shall not charge prices for the Goods/Items, the provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

xiii. Contract Amendment

- a) The Client may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.
- b) The Contractor shall not execute any Change until and unless the Client has allowed the said Change, by written order served on the Contractor.
- c) The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- d) No variation in or modification in the Contract shall be made, except by written amendment signed by both the Client and the Contractor.

xiv. Assignment / Subcontract

- a) The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Procuring Agency's prior written consent.
- b) The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

xv. Extensions in time for performance of obligations under the Contract



If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Client with a copy to the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Client shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

xvi. Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance violates any of the provisions of the Contract / Letter of Acceptance commits breach of any of the terms and conditions of the Contract / Letter of Acceptance, the Client may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.067% of the total Contract Price which is attributable to such part of the Goods/ Items/Services, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Procuring Agency, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

xvii. Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract / Letter of Acceptance or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Acceptance or during the execution of the contract / Letter of Acceptance, the Client may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and PKLI Procurement Manual.

xviii. Termination for Default



- a) If the Contractor fails / delays in performance of any of the obligations, under the Contract /violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Client may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.
- b) If the Client terminates the Contract for default, in whole or in part, the Client may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Contractor shall be liable to the Client for any excess costs for such similar Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

xix. Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Client may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

xx. Termination for Convenience

- a) The Client may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.
- b) The Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Procuring Agency. For the remaining Services, the Client may elect:
 - c) to have any portion thereof completed and delivered; and/or
 - d) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services, Works and materials / parts previously



procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit

xxi. Force Majeure

- a) For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of a party and which makes a party’s performance of its obligations under the Contract / Letter of Acceptance impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.
- b) The Contractor shall not be liable for liquidated damages, blacklisting for future tenders, if and to the extent his failure / delay in performance /discharge of obligations under the Contract / Letter of Acceptance is the result of an event of Force Majeure.
- c) If a Force Majeure situation arises, The Contractor shall, by written notice served on The Procuring Agency, indicate such condition and the cause thereof. Unless otherwise directed by The Client in writing, The Contractor shall continue to perform under the Contract / Letter of Acceptance as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract / Letter of Acceptance and (B) avoid or overcome in the carrying out of its obligations here under.



- e) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder

xxii. Dispute Resolution

- a) The Client and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract / Letter of Acceptance.
- b) If, after thirty working days, from the commencement of such informal negotiations, the Client and the Contractor have been unable to amicably resolve a Contract / Letter of Acceptance dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

xxiii. Statutes and Regulations

- a) The Contract / Letter of Acceptance shall be governed by and interpreted in accordance with the laws of Pakistan.
- b) The Contractor shall, in all matters arising in the performance of the Contract/ Letter of Acceptance, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Client indemnified against all penalties and liability of any kind for breach of any of the same.
- c) The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

xxiv. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

xxv. Contract Cost



The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Client shall in no case be responsible / liable for those costs / expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

xxvi. The Client

- a) The Client shall only carry out such duties and exercise such authority as specified in the Contract/ Letter of Acceptance. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract/ Letter of Acceptance, except as expressly stated in the Contract.
- b) The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.
- c) The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

xxvii. Authorized Representative

- a) The Procuring Agency, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- b) The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Procuring Agency, the Client or the Contractor.
- c) Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- d) Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- e) Notwithstanding Clause 53.2, any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Client to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.
- f) If the Contractor questions any decision or instruction of the Authorized Representative of the Client/ the Client, the Contractor may refer the



matter to the Client/ the Client who shall confirm, reverse or vary such decision or instruction.

xxviii. Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract/ Letter of Acceptance, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.



Special Stipulations

SCHEDULE-A, SPECIAL STIPULATIONS

For ease of Reference, certain special stipulations are as under:

Bid Security (Earnest Money)	The Contractor shall furnish the Bid Security (earnest Money) as under: in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Procuring Agency; for a sum equivalent to 234,544/- , denominated in Pak Rupees; Have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
Delivery Period	Order for material will be placed through purchase order mentioning the delivery timeline, after the issuance of Letter of Acceptance.
Liquidated damages for failure / delay in supply of Goods / Items by the Contractor	If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract/ Letter of Acceptance, the Client may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.067% of the total Contract Price which is attributable to such part



	<p>of the Goods / Items, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Procuring Agency, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.</p>
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