

BIDDING DOCUMENTS

**PROCUREMENT AND FIXING OF ACRYLIC SHEETS FOR SAFETY OF STAFF
FROM COVID-19, FINANCIAL YEAR 2020-21**

PAKISTAN KIDNEY AND LIVER INSTITUTE AND RESEARCH CENTER

PRO / 57 / 21

JUNE 2021



Name of Procuring Agency

PKLI & RC LAHORE

Corresponding Address:

Head of Procurement
PKLI & RC, 1 PKLI Avenue, Opposite DHA Phase-6,
Lahore, Pakistan

Telephone No:

042-36093000 Ext: 3728

IMPORTANT NOTICE FOR BIDDERS

All the bidders who intend to bid are hereby informed that the bidding document is prepared carefully by the committee. However In addition to this document, following under mentioned references can be used as guiding principal.

1. Procurement will be Governed by PPRA Rules 2014 amended (till date). (<https://ppra.punjab.gov.pk/>).
2. The bidder can download the instructions from above mentioned website.

Bid Data Sheet

Description	Detail
Language of bid	English or Urdu
Bid currency	Pak Rs. On free delivery to Consignee's end basis including all Ex-work, Transportation, Storage and Fitting charges till the destination.
Bid Security	1% of total estimated cost, in the shape of CDR/ Bank Guarantee/Demand Draft/Pay Order from any scheduled bank. If the bid security amount is found lesser than the required amount, then the total bid of the said bidder shall be rejected.
Bid validity period	180 Days
Address for communication:	
Name of Procuring Agency	PKLI & RC
Corresponding Address:	Head of Procurement PKLI & RC, One PKLI Avenue, Opposite DHA Phase-6, Lahore, Pakistan
Telephone No	042-36093000 Ext: 3728
<u>Performance Guarantee:</u> It will be 5% of the Contract Value in the shape of CDR only from any scheduled bank	



**INVITATION TO BID /PROPOSAL
FOR
TENDER FOR PROCUREMENT AND FIXING OF ACRYLIC SHEETS FOR SAFETY OF STAFF
FROM COVID-19**

PRO/57/21

Sealed Bids are invited from Manufacturer/Sole-Distributor/Sole Importer/Authorized Distributor of Sole-Distributor registered with income tax and sales tax Department for **“TENDER FOR PROCUREMENT AND FIXING OF ACRYLIC SHEETS FOR SAFETY OF STAFF FROM COVID-19”**.

Interested eligible bidders may get the Bidding Documents from PKLI website <https://pkli.org.pk/tenders/> with detailed specifications. 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”** Faisal 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 below at or before **1100 Hours 05th July 2021**. Late bids shall be rejected. The bids shall be opened on the same date at **05th July 2021 1130 Hours** in the presence of the Bidders’ representatives who choose to attend at the address below. All Bids must be accompanied by a Bid Security of **PKR 12,289/-**, (which is 1% of estimated cost) in the form of CDR/Bank Guarantee/Demand Draft/Pay Order in favor of Pakistan Kidney and Liver Institute and Research Center. Original bid security to be attached with the financial proposal, without this, the offer shall be rejected being non-responsive. Whereas photocopy of bid security must be attached with the technical bid along with the original bank deposit slip of above mentioned bank. Estimated budget is **PKR 1.23 million**.

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 **24th June 2021** in procurement department at 1100 hours.

In case the date of opening or last date of sale is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly. The time and venue shall remain the same.

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, Opposite DHA Phase-6, Lahore, Pakistan.
Tel: 042-36093000 Ext: 3728

INSTRUCTIONS TO BIDDERS

1. Scope of Bid

- 1.1 PKLI & RC, Lahore invites bids for supply of goods as per enclosed list along with Technical Specifications.

2. Source of Funds

- 2.1 The Government of Punjab, allocated funds to PKLI & RC, Lahore for the purpose of procurement of advertised goods/ items etc for the Financial Year 2020-21.

3. Eligible bidders

- 3.1 This Invitation for Bids is open to all in Pakistan for supply of goods more specifically described in the section of schedule of requirement and technical specifications.

- 3.2. Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in bidding.

- 3.3 The Agent /supplier /importer shall have to submit a copy of Memorandum of Association / Partnership deed registered with the Registrar of Companies.

- 3.4 Bidders under a declaration of ineligibility for corrupt and fraudulent practices, issued by any Government (Federal/Provincial/Local), or a Public Sector Organization are **Not Eligible**.

4. Corrupt and Fraudulent Practices and mechanism to debar /Black list the defaulted bidder .

- 4.1 The Punjab Procurement Regulatory Authority, Government of Punjab defines Corrupt and Fraudulent Practices as “the offering, giving , receiving, or soliciting of anything of value to influence the action of a public official or contractor in the procurement process or in contract execution to the detriment of the Procuring Agencies; or misrepresentation of facts in order to influence a procurement process or the execution of contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies 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 practices.

(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) corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) fraudulent practice by 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 rights;

- 4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.
- 4.3 The following are the events which would lead to initiate under Rule 21 of PPRA Rules 2014 Blacklisting/Debarment process:
- i. Submission of false fabricated / forged documents for procurement in tender.
 - ii. Not attaining required quality of work.
 - iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
 - iv. Non execution of work as per terms & condition of contract.
 - v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
 - vi. Involvement in any sort of tender fixing.
 - vii. Persistent and intentional violation of important conditions of contract
 - viii. Non-adherence to quality specification despite being importunately pointed out.
 - ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

PROCEDURE: A notice will be issued by the agency to the bidder seeking it/his explanation for the lapses committed by it/him. The explanation will be required within ___days from the date of issue, (time will be fixed depending upon the intensity of lapses). In case its/his explanation is found unsatisfactory, a show cause notice shall be issued providing an opportunity of being heard followed by decision for blacklisting for a maximum period of three years depending upon the intensity of lapses. The letter for debarring the agency/individual will be published on PPRA website. Once the blacklisting order is issued it shall not be revoked ordinarily unless as provided under Rule-21 of the procurement Rules 2014.

5. Eligible Goods and Services: All goods and related services to be supplied under the contract shall conform to the policies of the Government of the Punjab in vogue. All expenditures made under the contract shall be limited to such goods and services. For purpose of this clause, (a) the term "Goods" includes any Goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related ancillary services such as transportation, insurance after sale services etc.

6. Cost of Bidding: The bidder shall bear all costs associated with the preparation and submission of its bid, and PKLI & RC, Lahore shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. Bidding for Selective Items.

7.1 A Bidder, if he so chooses, can bid for selective items from the list of goods provided in the Schedule of Requirements & Technical Specifications. A Bidder is also at a liberty to bid for all the goods mentioned in the Schedule of Requirements & Technical Specifications.

However, Bidders cannot bid for partial quantities of an item as mentioned in the Schedule of Requirement & Technical Specifications. The bid must be for the whole quantity of an item required in the schedule of requirement & Technical Specifications.

THE BIDDING PROCEDURE

8. The Governing Rules.

- 8.1 The Bidding procedure shall be governed by the Punjab Procurement Rules, 2014 amended of the Government of Punjab.

9. Applicable Bidding Procedure.

- 9.1 The bidding procedure is governed by Rule 38 “Procedures for selection of contractors” sub-rule (2) (a) “Single stage-- two envelop bidding procedure”. Bidders are advised also to refer to the Bid Data Sheet and Invitation to Bid above to confirm the bidding procedure applicable in the present bidding process.
- 9.2 The bidding procedure prescribed in the Invitation to Bid Sheet above is explained below.

Single Stage two envelope Bidding Procedure

Single Stage two envelope Bidding Procedure shall be used for procurement of such goods where the bids to be evaluated on technical & financial ground and the procedure for single stage two envelopes shall be.

- i. The bid shall be a single package consisting of two separate envelopes, containing separately the Financial & the Technical Proposals;
- ii. The Envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL”
- iii. In the first Instance, the "TECHNICAL PROPOSAL" shall be opened; and the enveloped marked as financial proposal shall be retained unopened in the custody of the procuring agency.
- iv. The procuring agency shall evaluate the Technical Proposal, in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- v. During the technical evaluation, no amendments in the technical proposal shall be permitted;
- vi. After the evaluation and approval of the technical proposal, the procuring agency shall open the financial proposal of the technically accepted bids, publically at time, date and venue announced and communicated to the bidder in advance, within the bid validity period.
- vii. The financial bids found technically non-responsive shall be returned unopened to the respective bidders;
- viii. The lowest evaluated bidder shall be awarded the items.

THE BIDDING DOCUMENTS

10 Contents of Bidding Documents

- 10.1. The goods required, applicable bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:-
- a. Instructions to bidders;
 - b. Schedule of Requirements & Technical Specifications
 - c. Evaluation Criteria
 - d. Bid Forms
 - i) Letter of Intension,
 - ii) Affidavit,
 - iii) Technical Forms,
 - iv) Financial Forms)
 - e. Draft Standard Contract
 - i) Contract Form
 - ii) General Conditions of Contract;
 - iii) Special Conditions of Contract;
- 10.2. The “Invitation for Bids” is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the said Bidding Documents shall take precedence.

- 10.3. The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the bidder's risk and may result in the rejection of its bid.

11. Clarification(s) on Bidding Documents

- 11.1 A prospective bidder requiring any clarification(s) on the bidding documents may notify the Medical Superintendent, PKLI & RC, Lahore, in writing. The procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than Ten (10) days, prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the procuring agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective bidders that have received the bidding documents.

12. Amendment(s) to Bidding Documents

- 12.1 At any time prior to the deadline for submission of bids, procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective bidder, may modify the bidding documents by amendment(s).
- 12.2 All prospective bidders that have received the bidding documents shall be notified of the amendment(s) in writing through post, E-mail, or fax, and shall be binding on them.
- 12.3 In order to allow prospective bidders reasonable time for taking the amendment(s) into account in preparing their bids, the procuring Agency, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

13. Language of Bid

- 13.1 All correspondence, communications associated with preparation of Bids, clarifications, amendments, submissions, shall be written in English or Urdu or both languages. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

14. Documents Comprising the Bids

- 14.1 The bid shall comprise of the Bid Forms of this Bidding Documents and all those ancillary documentations that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in bid forms.
- 14.2 The bidder shall complete the bid forms and an appropriate price schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

15. Bid Price

- 15.1 The Bidder shall indicate on the appropriate form, prescribed in this Bidding Document, the unit prices and total bid price of the goods, it proposes to supply under the Contract.
- 15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom. Tender Enquiry number of the quoted item may be marked with red/yellow marker.
- 15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.
- 15.4 The Bidder is required to offer a competitive price. All prices must include the taxes and duties, where applicable and all Ex-work & inland transportation & storage / fixing charges till the destination (on free delivery to consignee's end basis). If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties.
- 15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

15.6 Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement & technical specifications; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive Bid.

15.7 No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

16. Bid currencies:

Prices shall be quoted in Pak Rupees.

17. Documentations on Eligibility of bidders

17.1 The bidder shall furnish, as part of its technical bid (Bid form) as specified, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

17.2 The documentary evidence of the bidder's eligibility to Bid shall be established to the Procuring Agency's satisfaction that the bidder, at the time of submission of its bid, is an eligible as defined under instruction to the bidders clause 3 above .

18. Bid Security

20.1.1 The bidder shall furnish a bid security @1% of the total estimated cost, as part of its Financial Bids, in the shape of **CDR/Bank Guarantee/Demand Draft/Pay Order** in favor of Pakistan Kidney and Liver Institute and Research Center. Failure to furnish the prescribed bid security / lesser bid security than prescribed shall result in the rejection of bids. The bid security must have a minimum validity period of 180 days from the last date for submission of the bids or until furnishing of the performance security, whichever is later.

20.2 The Bid Security shall be forfeited by the purchaser, on the occurrence of any / all of the following conditions:

i). if the bidder withdraws its bid during the period of bid validity specified in bidding documents or

ii) if the bidder does not accept the correction in his total bid price or.

iii) if the bidder , having been notified for the acceptance of the bid by the purchasers during the period of bid validity , fails or refuses to furnish the performance security , in accordance with the bidding documents.

20.2.1 Unsuccessful bidders, bid security shall be discharge or returned soon after announcement of the successful bids. The successful bidders bid security shall be discharged upon signing of contract and furnishing the performance guarantee.

20.4 The bid security shall be in the shape of CDR/Bank Guarantee/Demand Draft/Pay Order. If the bid security amount is found lesser than the required amount, then the total bid of the said bidder shall be rejected.

21. Bid Validity

21.1 Bids shall remain valid for the period of 180 Days after the date of opening of Technical Bid. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

21.2 The Procuring Agency, shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period, But under exceptional circumstance and for reasons to be recorded in writing, if an extension is considered necessary, all the bidders shall be requested to extend their respective bid validity period but such extension shall not be for more than the original period of bid validity.

21.3 A bidder who,-

(a) agree to the extension of bid validity period shall also extend the validity of bid security for the extended period of the bid validity .

(b) Agrees to the procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of the bid and .

(c) Does not agree to an extension of bid validity period shall be allow to withdraw the bid without forfeiture of the bid security .

22. Format and Signing of Bid:

- 22.1 The bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.
- 22.2 The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding documents. In an event where the Bidder has downloaded the bidding documents from the web, he will require to get the original payment receipt of the prescribed fee from the Procuring Agency well before the date of submission of bid.
- 22.3 The original bid shall be typed or written in indelible ink. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding document/form is mandatory.
- 22.4 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

SUBMISSION OF BIDS

23. Sealing and Marking of Bids

- 23.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. Similarly, the bidder shall seal the proposals / bids in separate envelopes. The envelopes shall then be sealed in an outer envelope.
- 23.2 The inner and outer envelopes shall:
 - a. be addressed to the Procuring Agency at address given in the invitation for bids and .
 - b. Bid reference number indicated in the Invitation to Bid sheet, Tender Enquiry No. Indicated in Section III , Schedule of Requirements & Technical Specification and statement: DO NOT OPEN BEFORE “ , the time and the date specified in the Invitation to Bid sheet for opening of bids.
- 23.3 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 as "non-responsive" or "late".
- 23.4 If the outer as well as inner envelope is not sealed and marked as required by 23.1 to 23.4 above the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening .

24. Deadline for Submission of Bids:

- 24.1 All bids should be submitted in tape bending. Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the Invitation to Bid Sheet. **Bids received later than the time and date specified in the Invitation to Bid Sheet will stand summarily rejected.**
- 24.2 The Procuring Agency may at its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with IBT Clause 12 above, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids:

- 25.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by Procuring Agency Pursuant to ITB Clause 24 shall be rejected and returned unopened to the bidder .

26. Withdrawal of Bids:

- 26.1 The bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids.
- 26.2 No bid may be withdrawn in the period between the deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the bidder, pursuant to the ITB clause 20 above.

OPENING AND EVALUATION OF BIDS

27. Opening of Bids by Procuring Agency

- 27.1 **All bids received**, shall be open by the Procuring Agency publically in the presence of the bidders or their authorized representatives who choose to attend the bid opening on the date, time, and venue prescribed in the Bids data sheet.
- 27.2 The opening of the bids shall be subject to the bidding procedure prescribed in the Invitation to Bid Sheet and elaborated in ITB clause of above.
- 27.3 All Bidders in attendance shall sign and attendance sheet.
- 27.4 The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items bided for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the PPR-2014, specifically Rule 30 (Opening of Bids).
- 27.5 The Procuring Agency have the minutes of the bid opening (Technical & When Applicable, Financial) recorded.
- 27.6 No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned un-opened to the bidder.
- 27.7 The financial bids found having without Bid Security shall also be returned unannounced to the bidders; However, prior to return to the bidder, the Chairman of the Purchase / Procurement Committee shall record statement / reason on such bids.

28. Clarification of Bids:

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

29. Preliminary Examination

- 29.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 29.2 In the financial bids the arithmetical errors shall 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.
 - b. If the bidder does not accept the correction of the errors, its bid shall be rejected, and its bid Security may be forfeited.
 - c. If there is a discrepancy between words and figures, the amount in words shall prevail.
- 29.3 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this Clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. The offer which contains the minor deviations from the specifications and the deviations would not have any kind of effect on the quality, efficiency, reliability and durability of products will be declared as substantially responsive. This needs to be determined by the Technical Evaluation Committee.
- 29.4 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the bidder by correction of the nonconformity.

30. Evaluation of Bids

- 30.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.
- 30.2 All bids shall be evaluated in accordance with the evaluation Criteria and other terms and conditions set forth in these bidding documents i.e. Rule 32 of PPR 2014.

30.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.

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

31. Qualification of Bidder

31.1 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prime facie evidence of any defect in the capacity or otherwise of a contractor, whether or not prequalified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the procuring agency may decide.

31.2 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.

31.3 The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.

31.4 The determination can take into account the bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of bidder, the Procuring Agency may inspect the manufacturing plant/ production capacity/ warehousing system/ practices by a team of experts for assessment, if it deems necessary.

31.5 An affirmative determination shall be a prerequisite for award of the Contract to the bidder. A negative determination shall result in rejection of the bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

31.6 The Procuring Agency shall disqualify a contractor on the ground that he had provided false , fabricated or materially incorrect information.

32. Rejection of Bids

32.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid or proposal as prescribed in Rule 35 of Punjab Procurement Rules -2014. The Procuring Agency shall upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but shall not be required to justify those grounds.

32.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 32.1 towards Bidders who have submitted bids.

32.3 Notice of the rejection of any or all bids shall be given promptly to the concerned bidders which submitted bids.

33. Re-Bidding

33.1 If the Procuring Agency rejected all bids in pursuant to ITB Clause 32, 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.

34. Announcement of Evaluation Report

34.1 The Procuring Agency shall announce the results of the bid evaluation in form of a report, not inconsistent with Rule 37 of the PPR-2014 giving justification for acceptance or rejection of bids at least ten days prior to the award of Procurement Contract.

35. Contacting the Procuring Agency.

35.1 Subject to IBT Clause 28 above , no bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Repot. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

- 35.2 Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the bidder's bid. Canvassing by any bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

Award of Contract

36. Acceptance of Bid and Award Criteria

- 36.1 The bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section IV and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

37. Procuring Agency's Right to vary quantities at the time of Award

- 37.1 The Procuring Agency reserves the right at the time of award of contract to increase or decrease, the quantity of goods originally specified in schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions.

38. Notification of Award.

- 38.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful bidder in writing that its bid has been accepted.
- 38.2 The notification of award shall constitute the formation of the contract between the Procuring Agency and the successful bidder.
- 38.3 The enforcement of the contract shall be governed by Rule 63 of the PPR-2014(Amended).

39. Limitation on Negotiations.

- 39.1 Save and otherwise provided in PPRA Rules 2014(Amended) , Procuring Agency shall not negotiate with any bidder.

40. Signing of Contract.

- 40.1 After the completion of the Contract Negotiations the Procuring Agency shall send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.
- 40.2 Within ONE week of receipt of the Contract Form, the successful bidder and the Procuring Agency shall sign the Contract in accordance with the legal requirements in vogue.
- 40.3 If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently.
- 40.4 The Contract shall become effective upon affixation of signature of the Procuring Agency and the selected Bidder on the Contract document, and shall be governed by the terms and conditions mutually agreed in the contract, bidding documents and relevant laws/Rules.
- 40.5 The contract is to be made on stamp paper worth of Rs. # 25 paisa per every one hundred rupees of the total value of the contract, under section 22(a) (B) of schedule 1 of Stamp Duty Act 1899 read with Fiancé Act 1995 (Act-VI of 1995) Notification No. JAW/HD /8-21/77(PG) dated 1st January , 2014.

41. Performance Guarantee.

- 41.1 On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee, on the Form and in the mannered prescribed by the Procuring Agency.
- 41.2 The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee.
- 41.3 Failure to provide the Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the contract to the next lowest evaluated bidder or call for new bid.

42. Price Reasonability Certificate

- 42.1 The supplier shall certify on judicial stamp paper that the prices quoted are not more than the trade prices and prices quoted are not more than the prices quoted in any of the public / private organization during FY 2020-21.

SCHEDULE OF REQUIREMENTS:

Schedule of Requirements:

The supplies shall be delivered in accordance with the Purchase Orders as per following schedule of requirements: -

Respective Consignee's End: *Name & Address of Procuring Agency*

Free delivery to Consignee's end (DDP) basis:

MODE OF PENALTY	DELIVERY OF 100% QUANTITY AS PER PURCHASE ORDER
Without Recovery of Late Delivery Charges	1. 25 days from the date of issuance of purchase order for Local Manufactured Items. 2. 35 days from the date of issuance of purchase order for Imported Items.
With Recovery of Late Delivery Charges @ 0.067 % per day	After 25 / 35 days respectively and decided by concerned Consignee on the formal request of supplier with proper justification.
Maximum Rate of Late Delivery Charges	Maximum limit of <i>Late Delivery Charges</i> is 10% of the contract after which contract will be cancelled with all legal and codal formalities
Risk Purchase	After expiry of prescribed delivery period the Procuring Agency will proceed for risk purchases (at the risk & cost of defaulter) to ensure the un-interrupted healthcare services to the patients. The risk purchase will be automatically done if no request of bidder is received for grace period or stock is nil.

- Payment shall be made on production of inspection certificate, receipt certificate from the consignee (Store Department) and other required documents, after recovery of Government dues including professional taxes. Part supply and part payment may be allowed.

NOTE: The successful bidder shall complete the works within 30 days from the issuance of purchase order / work order. In case there is a conflict with this statement and above mentioned schedule of requirements, this statement shall prevail.

SECTION IV**Part =A Compulsory Parameters for all Categories****Failure to comply with any compulsory parameter will result in disqualification of bidder.**

- Certificate of Company/Firm registration / incorporation under the relevant laws
- NTN
- Valid General Sales Tax Registration (Status = Active with FBR)
- Valid Income Tax Registration
- Authorized Dealer Certificate (if applicable)
- Affidavit (Submission of undertaking on legal valid and attested stamp of Rs. 50/- or more that the firm is not blacklisted and not involved in litigation with any of Provincial or Federal Govt. Department, Agency, Organization or autonomous body anywhere in Pakistan. In case of involved in any litigation process, proof of dispute resolution is required.
- Affidavit (Submission of undertaking on legal valid and attested stamp of Rs. 50/- or more that shall certify that the prices quoted are not more than the trade prices and prices quoted are not more than the prices quoted in any of the public / private organization during FY 2020-21.
- Bid Security (Estimated price as mentioned in tender documents, indicating the number, date and Bank (Copy must be attached with the technical bid).
- Bid Validity Period of 180 days
- Signed Terms & Conditions / Bidding Documents (every single page should be signed and stamped)
- Tender Sale Receipt

Part =B Technical Evaluation Parameters

S. No.	Parameters	Marks Given
1	Company Profile: (Max 10 Marks) i. Storage Capacity and other facilities (10)	10
2	Relevant Experience (similar business): (Max 30 Marks) (Government, Semi Government, Private) i. More than 05 Institutes (30) ii. 03- 05 Institutes (20) iii. 01-03 Institutes (10) iv. 01 Institutes (05)	30
3	Market Status: (Max 30 Marks) i. Freely Available (30) ii. Easily Available (20) iii. Available (15) iv. Rarely Available (05)	30
4	Financial Position: i. Transaction during Financial Year 2020-21 (Max 20 Marks) 4 Million or above (20) 2.5 Million or above (10) 0.5 Million or above (05) ii. Income Tax Paid for the last (Max 10 Marks) 3 Years = (10) 2 Years = (05)	30
	Total Marks	100

Note: Usefulness of quoted items & past performance will be evaluated by the end-user(s) / technical committee and shall be given 100 % weightage. If the product fails to satisfy and not approved by the end-user(s) / technical committee on grounds, it will be rejected in spite of qualifying other parameters.

Total marks: 100**Qualifying marks: 65% (65) and above**

Bidding Doc.2020-21

BID COVER SHEET

Bid Ref.No. _____

Date _____

Name of the supplier/firm Contractor _____

Address _____

E-mail: _____

Phone: _____

Facsimile: _____

Bid Security.

Bid Security attached with Financial Bid YES NO

Bid for:

☐: All Items mentioned in the Technical Specifications / Scope of Work.

S. No.	Name of the Item

Signed:

Dated:

Official Stamp:

Attachment³: ☐ Original receipt for the purchase of the bidding documents.**BID FORM 1****Letter of Intention**

Bid Ref No.

Date of the Opening of Bids

Name of the Contract :{ Add name e.g. Procurement of Acrylic Sheets etc. }

To: [Name **and address of Procuring Agency**]

Dear Sir,

Having examined the bidding documents, including Addenda Nos. [insert **numbers& Date of individual Addendum**], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

In the capacity of [*insert: title or position*]Duly authorized to sign this bid for and on behalf of [*insert: name of Bidder*]

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 & 19 of the bidding documents.

Dated this [insert: number] day of [insert: month], [insert: year].

Signed:

BID FORM 2

AFFIDAVIT

I/We, the undersigned solemnly state that:

- 1) I/We have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing department from any Government, or its organization or project.
- 8) The price offered to PKLI & RC is not more than any institution.
- 9) In case offered product is not consumed within prescribed shelf life, I / we undertake to replace the same without any extra charges.
- 10) In case product is declared spurious, adulterated, counterfeit, misbranded or substandard, I / we undertake to provide fresh stock without any extra charges.
- 11) I / we undertake to adhere with the policies of the hospital / Government / concerned Authority for disposal of such product (mentioned above).
- 12) I / we undertake that prices quoted by us are not more than the prices charged by us from any other procuring agency. In case of price difference I have no objection for such deduction.

We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signed

BID FORM 3(A)

Name of the Firm

Bid Reference No:

Date of opening of Bid.

Documentary Evidence: Eligibility of the Bidders and Goods

Required Documentation (To Be Filled by the Procuring Agency)	Checklist ⁴ (To be initialed by the Bidder against each document)	Relevant Page Number ⁵ in the Bid (To be filled by the Bidder)	Supporting Documents (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
Column:1	Column:2	Column:3	Column:4
Letter of Manufacturer's authorization			
Partnership Deed (where applicable)			
NTN Certificate			
GST Certificate			
Letter of Intention			
Affidavit			
One year experience evidence			
Original Receipt of purchase of Bidding Documents			

BID FORM 3(B)**MANUFACTURER'S AUTHORISATION⁶**

To: [Name &Address of the Procuring Agency]

WHEREAS [name of the Manufacturer] who are established and reputable Manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Supplier/ Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. [Reference of the Invitation to Bid] for the goods manufactured by us.

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

Signature:.....

Designation:.....

Official Stamp:.....

BID FORM 4**Firm's Past Performance⁷.**

⁴ Bidders should only initial against those requirements that they are attaching with the form 3(a). In case they do not have any document to attach the corresponding cell in column 2 should be left blank.

⁵ Bidders are required to mention the exact page number of relevant document placed in the Bid.

⁶ This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

⁷ Bidders may use additional Sheets if required.

Name of the Firm:

Bid Reference No:

Date of opening of Bid:

Assessment Period: (One Year as per Evaluation Criteria)

Name of the Purchaser/Institution	Purchase Order No.	Description Of Order	Value of Order	Date of Completion	Purchaser's ⁸ Certificate

BID FORM 5

Offered Item (s) (Technical Bid)

User Note: This form is to be filled by the Bidder for each individual item and shall submit in envelope marked as Technical Proposal.

Name of the Firm:

Bid. Ref. No:

Date of opening of Bid.

T/E No.	Name of the Item	Offered Specifications with make / manufacturer, country of origin etc.	Brand Name	Pack Size
1				
2				
3				

Signature:

Designation:

Date:

Official Stamp:

BID FORM 6

Price Schedule (Financial Bid)

User Note: This form is to be filled by the Bidder for each individual item and shall submit in envelope marked as Financial Proposal.

Name of the Firm:

Bid.Ref.No:

Date of opening of Bid.

⁸ All certificates are to be attached with this form.

T/E No.	Name of the Item	Offered Specifications with make / manufacturer, country of origin etc.	Brand Name	Pack Size	Trade Prize	Retail Price	Offered Unit Price (Inclusive of all taxes)	Total price in figure	Total price in words
1									
2									
3									

Signature:

Designation:

Date:

Official Stamp:

(To be submitted on legal stamp paper)

AFFIDAVIT

(Integrity Pact)

We _ (Name of the Contractor / 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 Contractor 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 Contractor in the bidding and in the evaluation and selection of the Contractor 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 times 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 _____2021

AGREEMENT

**PROCUREMENT AND FIXING OF ACRYLIC SHEETS FOR
SAFETY OF STAFF FROM COVID-19, FINANCIAL YEAR 2020-21**

PRO/57/21

BETWEEN

**PAKISTAN KIDNEY AND LIVER INSTITUTE & RESEARCH
CENTER**

AND

M/s. _____

TABLE OF CONTENTS

- I. Agreement
- II. General Conditions of Contract
 - i. Contract Duration and Effectiveness
 - ii. Contract Documents and Information
 - iii. Contract Language
 - iv. Standards
 - v. Execution Schedule
 - vi. Payment
 - vii. Price
- viii. Contract Amendment
- ix. Extensions in time for performance of obligations under the Contract
- x. Liquidated Damages
- xi. Blacklisting
- xii. Termination for Default
- xiii. Termination for Insolvency
- xiv. Force Majeure
- xv. Arbitration and Resolution of Disputes
- xvi. Applicable Law

This AGREEMENT ("Contract") made as of the _____, 2021 between **Pakistan Kidney and Liver Institute & Research Centre (the "Client")**, on the one part,

And

M/s _____ 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,

- (a) The PKLI&RC 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 delivery of the disposable as described in the contract.

The tender for **PROCUREMENT AND FIXING OF ACRYLIC SHEETS FOR PKLI HOSPITAL** was advertised in national newspapers and PPRA Website as per PPRA Rules 2014. The tender formalities were performed and awarded to lowest evaluated bidder as per evaluation criteria to **M/s** _____. The tender was awarded after the compliance of PPRA Rules 2014.

- (b) The Contractor is bound to deliver and fix the Acrylic Sheets as per specifications described in Bidding Documents; LOI and Contract.
- (c) The Contractor agreed to deliver and fix the Acrylic Sheets as per specifications and 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 deliver and fix the Acrylic Sheets as per specifications described 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 per item price of each head 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 Acrylic Sheets as per specifications described.
3. The following shall be deemed to form and be read and construed as part of this Contract:
 - a. Letter of Acceptance – Annexure-A
 - b. Work Order/Purchase Order– Annexure-B
 - c. The Bidding Document – Annexure-C
 - d. Bidder's Proposal – Annexure-D
 - e. Terms and Conditions of the Contract – Annexure-E
 - f. The Technical Specifications/ Terms of Reference– Annexure-F
 - g. Price Schedule/Approved Financial Proposal/Quantity–Annexure-G
 - h. Performance Security – Annexure-H
 - i. 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

FOR M/s _____

Signature:

Signature:

Name:

Name:

Designation: **DEAN PKLI & RC**

Designation:

WITNESSES

Witness No: 1

Witness No: 1

Signature:

Signature:

Name:

Name:

Designation: **DIRECTOR FINANCE**

Designation:

CNIC:

CNIC:

Witness No: 2

Witness No: 2

Signature:

Signature:

Name:

Name:

Designation: **Head of Procurement**

Designation:

CNIC:

CNIC:

General Conditions of the Contract

i. Contract Duration and Effectiveness

The duration of contract is for the period of One (01) year starting from the letter of acceptance issuance date, extendable by mutual consent of both parties depends upon satisfactory performance of the contractor prior to the approval of competent authority of PKLI & RC.

ii. 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) 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.

iii. Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Client, shall be in English.

iv. Standards or Regulations

The Acrylic Sheets are as per specifications described under this Contract shall conform to the authoritative latest Acrylic Sheets industry standards and approved by relevant body.

v. Execution Schedule

The Contractor shall cover the complete scope and deliver the approved tended quantity as and when required by the Client.

For further execution of the contract, both parties have dedicated their resource persons for smooth functioning.

- **PKLI & RC**

- **Contactor**

The partial delivery of the contract is permissible under this contract.

vi. Payment

- a) The Contractor shall provide all necessary supporting documents along with invoice. The payment will be paid by the Client as per partial or complete delivery and fixing of Acrylic Sheets as per specifications described.
- b) The Contractor shall submit an Application for Payment, to the Client. The Application for Payment shall: be accompanied by such invoices, delivery challans duly signed by site administrator or relevant person of the Client; state the amount claimed which shall be as per agreed rate.
- c) The Client will pay the amount verified within thirty (30) days as per PPRA Rules 2014
- d) The Client shall make payment for, the Acrylic Sheets delivered to and fixed for the Contractor, as per Government policy, in Pak Rupees, through cross cheque.
- e) All payments shall be subject to the deduction of all taxes, duties and levies applicable under the laws of Pakistan.

vii. Price

The Contractor shall not change prices for the delivery and fixing of Acrylic Sheets, the

provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule or as agreed in the contract.

viii. 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.

ix. 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.

x. Liquidated Damages

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, 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 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 Client, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

xi. Blacklisting

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 or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, 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.

xii. Termination for Default

- a) The Client, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:
 - a. if the contractor fails to deliver any or all milestones of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Client
 - b. if the Contractor fails to perform any other obligation(s) under the Contract.
 - c. if the Contractor, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Client, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

xiii. Termination for Insolvency

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

xiv. Force Majeure

- a) The Contractor shall not be liable for forfeiture of its Performance Guaranty/Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Client in

its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Client in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of PKLI, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Client in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

xv. Arbitration and Resolution of Disputes

- 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.
- 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 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.

xvi. Applicable Law

- a) The Contract shall be governed by and interpreted in accordance with the PPRA Rules, 2014 along with other rules/law of Punjab as well as Pakistan.

xvii. Performance Security

The Performance Security shall be payable to the Client/Procuring Agency, on 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 the obligations under the Contract.
3. If the Contractor violates any of the terms and conditions of the Contract.
4. 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 Contractor

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

5. 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.

xviii. Technical Specifications and Ancillary Services

- a). Product Specifications.

(Detailed technical specifications, given in Section V, will be followed)

- b). Transportation/Delivery/Fixing and Fitting Requirements

- i. The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- ii. The Supplier is responsible for complete fixing and fitting of the Acrylic Sheets / goods in designated areas / counters to the satisfaction of concerned user(s).
- iii. All costs associated with the transportation, fixing and fitting including loading/unloading of goods and road taxes shall be borne by the Supplier.

xix. Inspections and Tests

- i. The Purchaser or its representative shall have the right to inspect and/or to test the delivered goods. Purchaser shall inspect the quantity, quality, specifications of goods in presence of the bidder. The Inspection Committee of PKLI & RC will carry out detailed physical examination of goods and can reject any item, if found not according to the approved technical specifications etc. Moreover, the supplier will also be responsible to replace the same without any further charges to the Purchaser.
- ii. All costs associated with testing shall be borne by the Supplier.
- iii. The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.

iv. Nothing in Clause xix shall in any way release the Supplier from any warranty or other obligations under this Contract.

xx. Insurance

i. The supplier shall be solely responsible for Insurance of the Goods subject to the contract.

xxi. Subcontracts

i. The Supplier shall not be allowed to sublet and award subcontracts under this Contract.

xxii. Risk Purchase

i. Risk Purchases shall be proceeded as options :-

Option I - Risk purchase (on account of bulk procurement) shall be made from the descending lowest bidders where available / applicable.

Option II – Petty purchase through Sanction / Quotation shall be made as per financial limits, in case of failure against option I.

Option III – Local / Day to Day Purchase shall be adopted for urgent requirements only till the availability in stores by above mentioned modes. Stores must be kept up to cope with the urgent needs of hospital.

ii. If the first lowest contractor failed to supply the product(s) in prescribed time of delivery, risk purchase will be made and the extra amount will be deducted from the CDR / Bills of the first lowest contractor/ bidder lying in this hospital.

NOTE: Any matter not prescribed in the said bidding documents, or the detail off which is not present herein, shall be dealt as mentioned in Health Department Standard Bidding Documents prepared under PPR, 2014 (amended).

CONTRACT DATA

Sr #	Item Description	UNIT	Quantity	M/s _____		
				Brand	Price	Total
Grand Total						

SCHEDULE OF PAYMENT

1 Total Remuneration
PKR: _____ /- (Amount in words).

2 Schedule of Payments

- Pakistan Kidney and Liver Institute & Research Center shall make payments to the contractor through cross cheque within 30 days after receiving the invoice from the contractor.

NOTE: PKLI shall not be assumed responsible for any delayed payment due to Contractor fault.

SPECIAL CONDITIONS

1 REPRESENTATIVE OF THE CONTRACTOR

Name:

Designation:

Sign:

2 USER REPRESENTATIVE OF THE CLIENT

Name:

Designation:

Sign:

One PKLI Avenue, Opposite DHA Phase VI, Lahore

3 VENUE OF ARBITRATION

Lahore, Pakistan

4 LOCATION OF THE COURTS
HAVING JURISDICTION

Lahore, Pakistan

Section V

TECHNICAL SPECIFICATIONS / SCOPE OF WORK

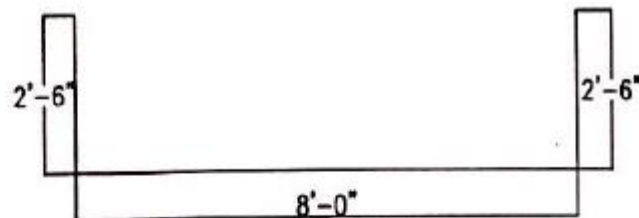
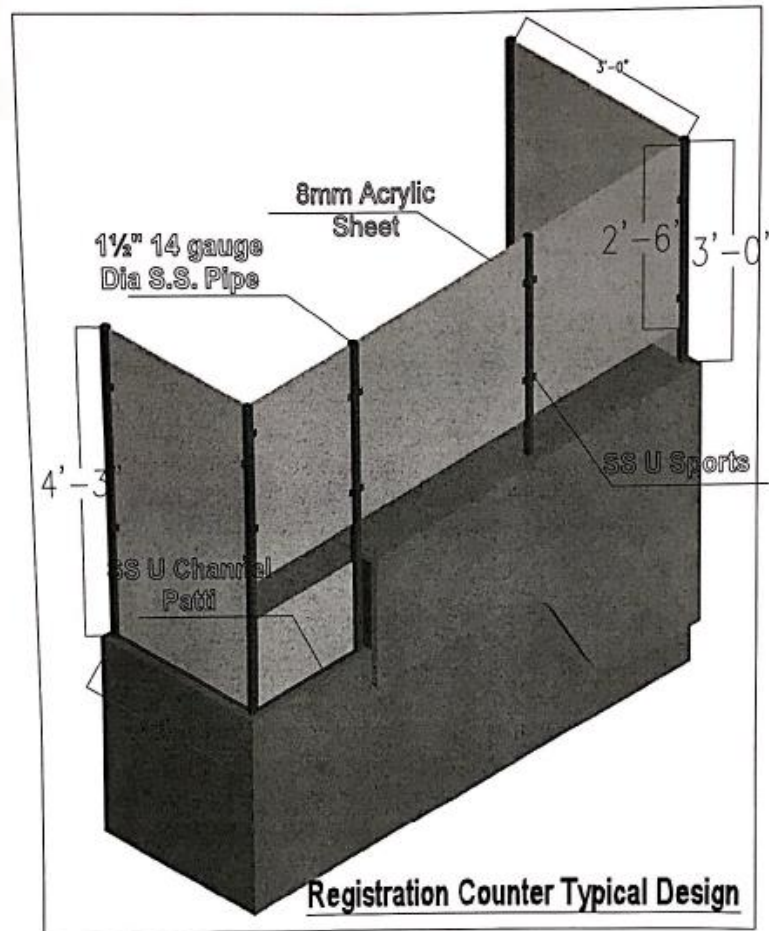
Sr No	Name of Item	Specifications	Qty	Unit	Rate	Estimated Cost (PKR)
01	ACRYLIC SHEET FOR SAFETY OF STAFF FROM COVID-19	Location: FNSD Cash Counter <ul style="list-style-type: none"> Providing, Fabricating and fixing of 8mm transparent A Class Acrylic sheet of Plasti glass Brand or equivalent on Registration Counters including 1-1/2" dia vertical SS Pipe 14 gauge with bottom support, top cover etc. complete in all respects as per drawing, specifications or as directed by the Engineer. (ANNEXURE-A) 	39.9	Sft	1260	50,274/-
		Location: Cash Counter <ul style="list-style-type: none"> Providing, Fabricating and fixing of 8mm transparent A Class Acrylic sheet of Plasti glass Brand or equivalent on Registration Counters including 1-1/2" dia vertical SS Pipe 14 gauge with bottom support, top cover etc. complete in all respects as per drawing, specifications or as directed by the Engineer. (ANNEXURE-B) 	119.70	Sft	1260	150,822/-
		Location: Nuclear Medicine Counter <ul style="list-style-type: none"> Providing, Fabricating and fixing of 8mm transparent A Class Acrylic sheet of Plasti glass Brand or equivalent on Registration Counters including 1-1/2" dia vertical SS Pipe 14 gauge with bottom support, top cover etc. complete in all respects as per drawing, specifications or as directed by the Engineer. (ANNEXURE-C) 	91.35	Sft	1260	115,101/-
		Location: Radiology Counter <ul style="list-style-type: none"> Providing, Fabricating and fixing of 8mm transparent A Class Acrylic sheet of Plasti glass Brand or equivalent on Registration Counters including 1-1/2" dia vertical SS Pipe 14 gauge with bottom support, top cover etc. complete in all respects as per drawing, specifications or as directed by the Engineer. (ANNEXURE-D) 	168.00	Sft	1260	211,680/-

	Location: Pharmacy Counter <ul style="list-style-type: none"> Providing, Fabricating and fixing of 8mm transparent A Class Acrylic sheet of Plasti glass Brand or equivalent on Registration Counters including 1-1/2" dia vertical SS Pipe 14 gauge with bottom support, top cover etc. complete in all respects as per drawing, specifications or as directed by the Engineer. (ANNEXURE-E) 	48.30	Sft	1260	60,858/-
	Location: OPD Counters <ul style="list-style-type: none"> Providing, Fabricating and fixing of 8mm transparent A Class Acrylic sheet of Plasti glass Brand or equivalent on Registration Counters including 1-1/2" dia vertical SS Pipe 14 gauge with bottom support, top cover etc. complete in all respects as per drawing, specifications or as directed by the Engineer. (ANNEXURE-F) 	508.07	Sft	1260	640,168/-

Total Qty (Sft)	975.32
Total Estimated Cost	PKR 1,228,903/-
Bid Security Amount (1%)	PKR 12,289/-

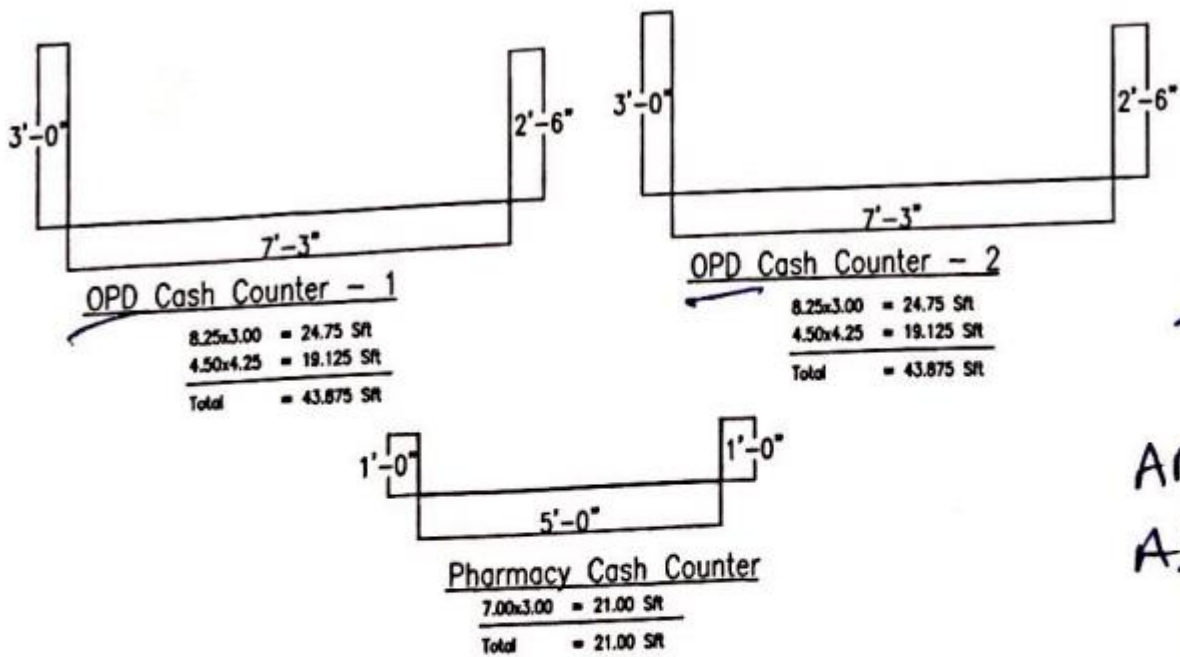
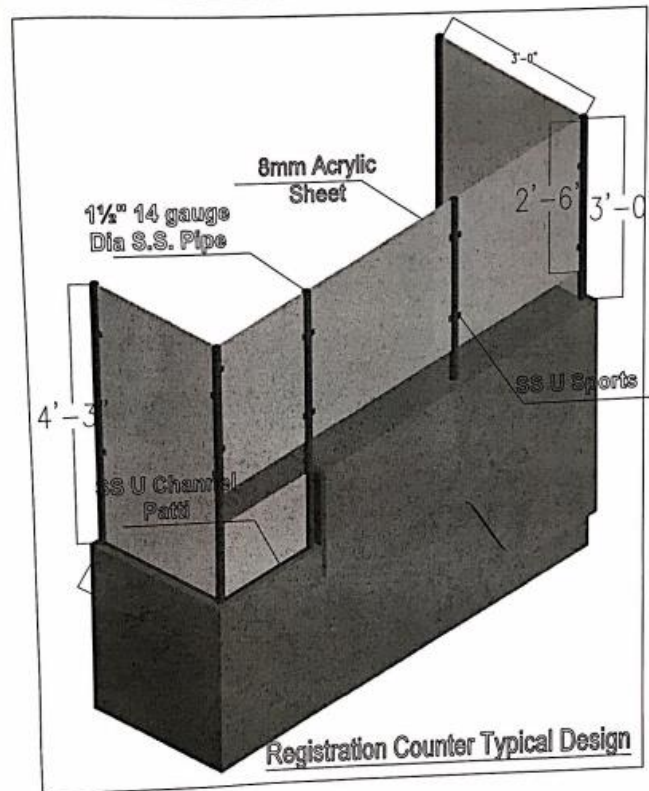
NOTE:

- i. All bidders shall quote for All the designated counters mentioned in technical specifications. In case a bidder has opted to quote for selected items /counters, the bid shall be rejected straightaway.**
- ii. The technically qualified bidder with lowest total cost of the whole Lot and Works shall be awarded the contract.**
- iii. The successful bidder is responsible for complete fixing and fitting of the sheets in designated areas / counters to the satisfaction of concerned user(s).**
- iv. All bidders are required to submit sample(s) of ‘All Materials’ to be used for works completion. The sample piece(s) should be sufficient in all aspects (size, quality etc.) for the purpose of adequate evaluation by TEC committee.**
- v. The successful bidder shall conduct the testing of used materials as per instructions of ‘The Engineer’ of procuring agency and submit report in this regard.**
- vi. The successful bidder shall complete the works within 30 days from the issuance of purchase order / work order.**

ANNEXURE-AFNSD CountersFNSD Cash Counter

$$\begin{array}{rcl} 13.00 \times 3.00 & = & 36.00 \text{ Sft} \\ \hline \text{Total} & = & 36.00 \text{ Sft} \end{array}$$

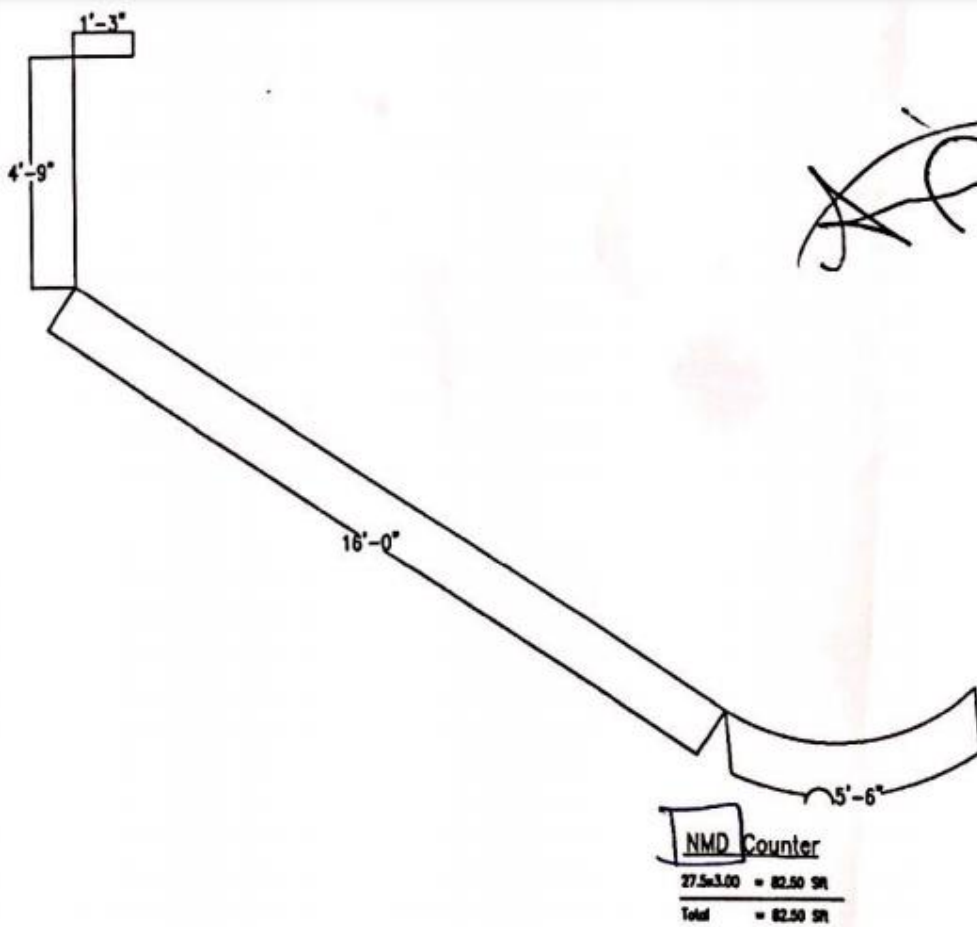
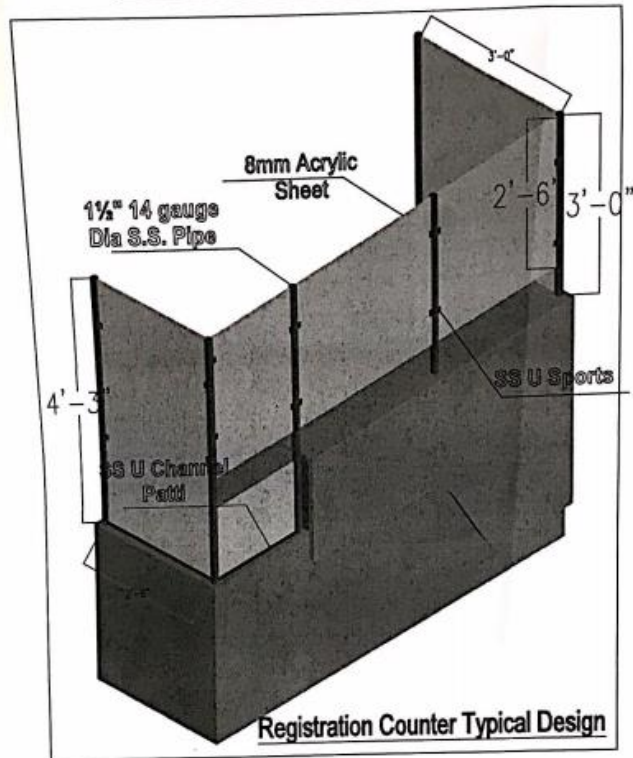
Total	=	36.00 Sft
Total	=	1.80 Sft
<hr/>		
Grand Total	=	37.8 Sft

ANNEXURE-BCash Counters

Total	= 108.75 Sft
Total	= 5.43 Sft
Grand Total	= 114.18 Sft

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Ali Im

ANNEXURE-C
Nuclear Medicine Counters

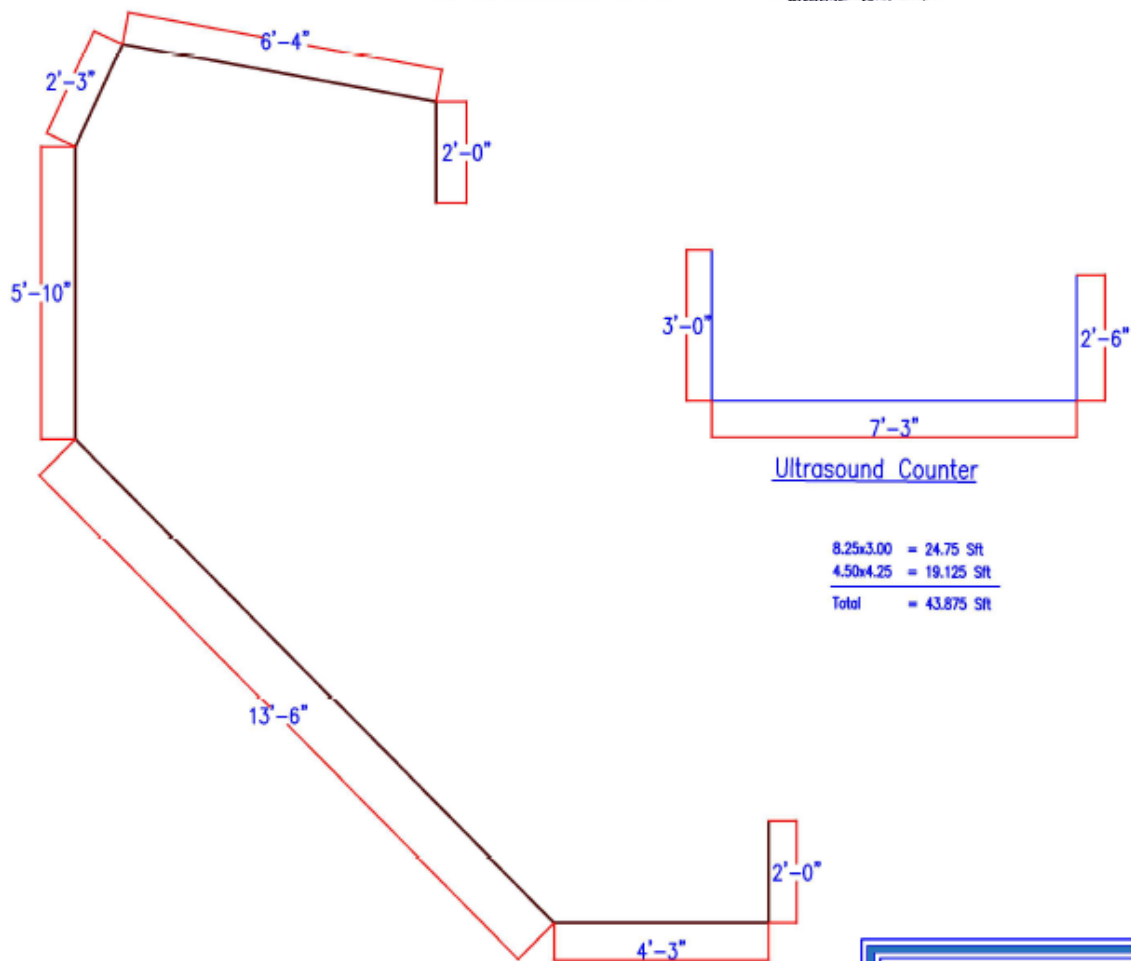
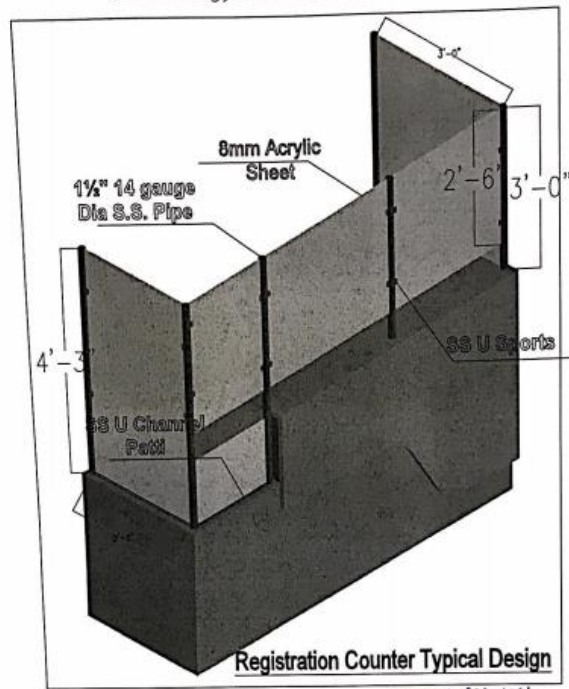


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*Am civil
Ali Zmra*

Total	= 82.50 Sft
Total	= 4.125 Sft
Grand Total	= 86.625 Sft

ANNEXURE-D Radiology Counters



Ultrasound Counter

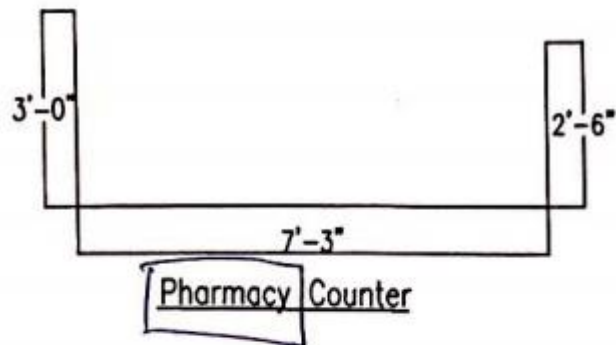
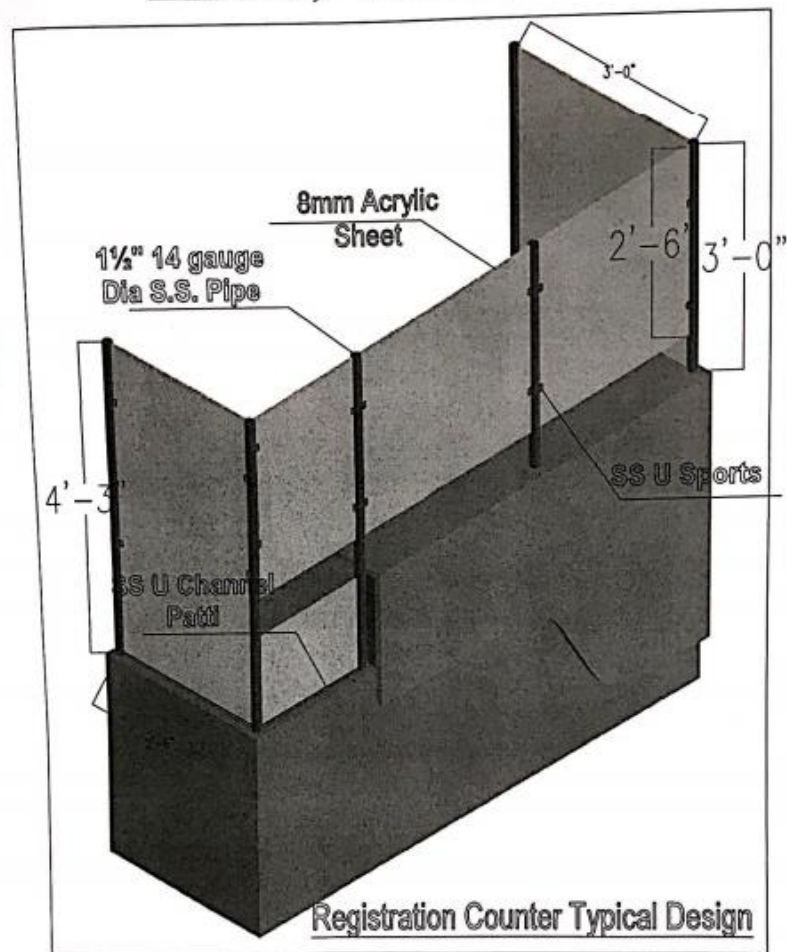
8.25x3.00	=	24.75 Sft
4.50x4.25	=	19.125 Sft
Total	=	43.875 Sft

CT/MRI Counter

27.5x3.00	=	108.51 Sft
Total	=	108.51 Sft

Total	=	152.385 Sft
Total	=	7.61 Sft
Grand Total	=	160.00 Sft

ANNEXURE-E
Pharmacy Counters



8.25x3.00	=	24.75 Sft
4.50x4.25	=	19.125 Sft
Total	=	43.875 Sft

Total	=	43.875 Sft
Total	=	2.19 Sft
Grand Total	=	46.06 Sft

