

Tender/Bidding Document

Trolley Mounted Diesel Water Pump for Jinnah Campus Kala Shah Kaku.



University of Health Sciences, Lahore

Khayaban-e-Jamia Punjab Lahore-54600, Pakistan

Phone: 042-111333366 Ext: 313, Fax: 042-99230870

Important Note

In order to conduct procurement process in a fair & transparent manner and to bring value for money to the Procuring Agency i.e., University of Health Sciences, Lahore through national and open competitive bidding, Tenderer/Bidder(s) (who intend to take part in the instant Tender) are required to submit the requisite information and documents mentioned in the Tender/Bidding Document. Bids received without, undertakings, legitimate documentary evidence, relevant documents and contrary to the method of submission as per requirement mentioned in the Bidding Document or Certificates are liable to be rejected *ab initio* i.e. at the initial stage. The supporting data along with valid documentary evidence for critical components as detailed herein should be submitted in the form of Index by the Tenderer/Bidder for scrutiny.

University of Health Sciences, Lahore



UNIVERSITY OF HEALTH SCIENCES LAHORE Khayaban-e-Jamia Punjab, Lahore

TENDER NOTICE

1. Sealed tenders are invited from income and GST registered companies/firms for **Trolley Mounted Diesel Water Pump for Jinnah Campus KSK**. Single stage two envelopes bidding procedure under PPRA Rule 38, 2(a) shall be followed.
2. The detail of items as given in the tender documents is available from Finance Department (Room No. 09) of UHS Lahore during working hours (09:00AM to 05:00 PM) after depositing **Rs. 2000/-** (Non Transferable) to CE-UHS Account # **3164498127** NBP (Sheikh Zayed Hospital Branch, Lahore), from the date of publication.
3. The bidding firms / companies must attach 2% (refundable) as earnest money of the estimated amount in the form of Bank Guarantee /Pay Order/ Bank Draft drawn in favor of UHS, Lahore is given below;

Tender of	Estimated Amount	2% Earnest Money
Trolley Mounted Diesel Water Pump for Jinnah Campus KSK.	Rs. 1,638,000/-	Rs. 33,000/-

4. The sealed bid(s) can be put into the Tender Box placed at reception desk of UHS Lahore by **11:00 AM** on **07-03-2022**. The tender will be opened at 11:30 AM by the Tender Committee in the presence of representatives of the participating firms / companies.
5. The procurements including rejection or acceptance of bids will be governed by PPRA Punjab rules.
6. Tender document will also be available at UHS (www.uhs.edu.pk) and PPRA Punjab website <http://ppra.punjab.gov.pk>.

REGISTRAR

University of Health Sciences Lahore.
Khayaban-e-Jamia Punjab, Lahore-54600, Pakistan.
Ph: 111-33-33-66, 042-99231304-9

INVITATION FOR BIDS
Trolley Mounted Diesel Water Pump for Jinnah Campus
Kala Shah Kaku.

Scheduled to invitation to advertisement tender:

Last Date and Time for Purchase of Tender	_____ At 11:00 AM
Last Date and Time for Submission of Tender	_____ At 11:00 AM
Tender Opening Date & Time	_____ At 11:30 AM

1.Tender fee is Rs.1,000/-(Non-refundable).

2.The tender documents may be purchased from the Finance Department-UHS Lahore, during working days, against valid receipt, from 9:00 am to 5:00 pm.

3.SINGLE STAGE TWO ENVELOPES BIDDING PROCEDURE:

4.As per PPRA Rule No.38 (2) (a) “Single stage, two envelopes” bidding procedure shall be adopted as follows:-

5.The bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals: as per tender.

6.The envelopes shall be marked as “**FINANCIAL PROPOSAL**” AND “**TECHNICAL; PROPOSAL**”, **separately**, as per tender.

7.In the first instance, the “**Technical Proposal** “shall be opened and the envelope marked as “**Financial Proposal**” shall be retained unopened in the custody of the procuring agency:

8.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;

9.During the technical evaluation, no amendments in the technical proposal shall be permitted;

10.After the evaluation and approval of the technical proposal, the procuring agency shall open publically the financial proposal of the technically accepted bids, at time, date & venue announced and communicated to the bidders in advance, within the bid validity period.

11.The financial bids found technically non-responsive shall be returned un-opened to the respective bidders; and

12.The lowest evaluated bidder shall be awarded the contract.

13.Repair/Procurement shall be governed by the Punjab Procurement Regulatory Rules (PPRA) 2014.

14.The tenderers shall submit a deposit at **call of 2% in the shape of CDR of the bid/ quoted/ estimate/ whole price of the tender** in the name of Treasurer, University of Health Sciences, Lahore along with the tender enclosed with the Financial Proposal, as per PPRA rules clause NO.27.**The deposit at call shall be defaced/ without price photocopy enclosed in technical proposal.**

15.The Firms are directed to quote their final rates, with detail of scope of work for Trolley Mounted Diesel Water Pump for Jinnah Campus KSK.

16.The firm shall also be bound for warranty for a period as decided in the tender documents, duration of warranty would be started from the date of certificate of satisfactory performance by the End-User and In-charge of concerned department.

17.02% CDR of the work order / Supply order value would be retained by this office and shall be released after completion of warranty period.

18.The Trolley Mounted Diesel Water Pump for Jinnah Campus KSK, may be examined on the spot by intended bidder after having appointment with In-charge of concerned department during working hours.

19.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 & venue shall remain the same.

20.The firm must submit the tender quotation with page marking.

21.The Attested Photostats copies of following documents must be attached with technical proposal.

- a. **CNIC**
- b. **National Tax No. Certificate**
- c. **CDR/Bank Draft**
- d. **Undertaking Certificate Regarding Blacklisting**

22.Tax deductions etc. will be according to Government Rules.

INSTRUCTIONS TO BIDDERS

1. **Source of Funds:** University of Health Sciences, Lahore allocated funds for Trolley Mounted Diesel Water Pump for Jinnah Campus KSK.

Eligible bidders:- The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.

2. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.

THE BIDDING PROCEDURE

3. **Single Stage Two Envelopes Bidding Procedure** as per rule 38 2 (a) of PPRA Rules 2014 shall be applied: “Single stage” Two envelope procedure- Each bid shall comprise Two single envelopes containing separately, financial proposal and technical proposal. All bids received shall be opened and evaluated in the manner prescribed in the bidding document.

THE BIDDING DOCUMENTS

4. **Content of Bidding Documents**

- i. The goods required, bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents shall include:-
 - a. Instructions to bidders;
 - b. General Conditions of Contract;
 - c. Special Conditions of Contract;
 - d. Schedule of Requirements;
 - e. Technical Specifications;
 - f. Contract Form;
 - g. Performance Guaranty Form;
 - h. Bid Form; and
 - i. Price Schedule
- ii. The “Invitation for Bids” does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed above, the said Bidding Documents shall take precedence.
- iii. The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.
- iv. 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.

5. **Clarification of Bidding Documents:**

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

6. **Amendment of Bidding Documents:**

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

PREPARATION OF BIDS

7. **Language of Bid:**

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

8. **Documents Comprising the Bid:-**

The bid shall comprise the following components:

- a. Bid Form and Price Schedule completed in accordance with instruction to bidders (to be submitted along with financial proposal);
- b. Documentary evidence established in accordance with instruction to bidders that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- c. Documentary evidence established in accordance with instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the bidding documents
- d. Bid Security, Furnished in accordance with instruction to bidders.

9. **Bid Form & Price Schedule:**

The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their strength, packing, quantity, and prices.

10. **Bid Prices:**

- a. The bidder shall indicate on the appropriate Price Schedule the unit prices of the goods, it proposes to supply under the Contract.
- b. Form of price Schedule is to be filled in very carefully typed. Every page is to be signed and stamped at the bottom. Any erasing/cutting may lead to the cancellation of the bid.
- c. The bidder should quote the prices of goods according to the strength / technical specifications as provided in the Form of Price Schedule and Technical Specifications. The specifications of goods, different from the demand of bid enquiry, shall straightway be rejected.
- d. The bidder is required to offer competitive price. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties.

The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.

- e. Prices offered should be valid for a period of 06 months. No quoting firm would be allowed to withdraw its offer during the validity period.
- f. While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

11. **Bid currencies:**

Prices shall be quoted in Pak Rupees.

12. **Documents Establishing bidder's Eligibility and Qualification**

- I. The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- II. The documentary evidence of the bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the bidder, at the time of submission of its bid, is eligible as defined under instruction to the bidders
- III. The documentary evidence (to be submitted along with technical proposal) of the bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:
 - a. National Tax/General Sales Tax certificate with documentary proof shall have to be provided by each bidder in the tender.
 - b. The bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
 - c. The bidder should have minimum one-year experience in the market. Documentary proof shall have to be provided in this regard.
 - d. The bidder is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals.

13. **Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:**

The bidder shall furnish along with Technical Proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the bidder proposes to repair under the Contract.

14. **Bid Security**

With reference to the Trolley Mounted Diesel Water Pump, bid security of 2% of quoted rate in the shape of the CDR in favor of the Treasurer University of Health Sciences Lahore.

15. **Bid Validity**

- I. Bids shall remain valid for the period of Three (03) Months after the date of opening of Technical Bid, prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
 - a. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances

and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

16. **Bidders who,-**

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

17. **Format and Signing of Bid:**

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

SUBMISSION OF BIDS

18. **Sealing and Marking of Bids:-**

- i The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The inner and outer envelopes shall be sealed and:
 - a. be addressed to the Procuring Agency at the address given in the Invitation for Bids and;
 - b. Bear the name and number indicated in the Invitation for Bids.
- ii 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".
- iii. If the outer as well as inner envelopes are not sealed and marked as required by instruction to bidders, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening and shall be rejected forth with.

19. **Deadline for Submission of Bids:**

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

20. **Late Bid:**

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

21. **Withdrawal of Bids:**

The bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instruction to bidders.

OPENING AND EVALUATION OF BIDS

22. **Opening of Bids:-**

- I. The Procuring Agency shall initially open only the envelope marked "TECHNICAL PROPOSAL" in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign the Attendance Sheet evidencing their attendance. However, the envelope marked as "FINANCIAL PROPOSAL" if it is sealed shall be retained in the custody of Procuring Agency without being opened and till completion of the evaluation process.
- II. The bidders' names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.
- III. The Procuring Agency shall prepare minutes of the bids opening (technical and financial).

23. **Clarification of Bids:**

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

24. **Preliminary Examination:**

- I. 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.
- II. In the financial bids the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid shall be rejected, and its bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.
- III. The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

IV. 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.

25. **Evaluation & Comparison of Bids**

- I. The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.
- II. The Procuring Agency's evaluation of technical proposal / bid shall be on the basis of previous performances, previous test reports, inspection of plant/ factory / premises (if found necessary), previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be considered. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instruction to bidders.
- III. All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents.
- IV. 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.

26. **Evaluation Criteria:**

- I. For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate shall be taken into consideration. The following merit point system for weighing evaluation factors/ criteria can be applied for the TECHNICAL PROPOSALS. The number of points allocated to each factor shall be specified in the Evaluation Report.

II. BID EVALUATION CRITERIA: -

<u>Sr.#</u>	<u>ASSESSMENT PARAMETERS</u>	<u>Marks</u>
1.	Financial position/soundness	35
a.	Income tax returns paid last three years 2021, 2020, 2019 (10)	
b.	Three Financial years 2021, 2020, 2019 Audit Report (10)	
c.	Valid Registration with PEC in the Electrical field (10)	
2.	Overall Experience	25
a.	Minimum 5 years firm experience in the concern field (Supply of Electric Items). More than 5 years experience in the concern field five marks for each year	
3.	Execution of similar project /Supply of electric items (minimum value 1.0million)	
	04 Projects (in public sector)	(40)
	Each project carries Ten marks with evidence	

TOTAL MARKS:- 100

QUALIFYING MARKS (70%)

- I. 100% complete information according to the bid evaluation criteria provided by the firm will get maximum marks. THE INFORMATION PROVIDED BY THE FIRM SHOULD BE RELEVANT, CONCISE AND TO THE POINT AS PER BID EVALUATION CRITERIA, UN NECESSARY DOCUMENTATION WILL HAVE A NEGATIVE IMPACT.
- II. After technical evaluation is completed, the Procuring Agency shall inform the bidders who have submitted proposals the technical scores obtained by their technical proposal, and shall notify those bidders whose proposal did not meet the minimum qualifying mark or were considered non-responsive, that their financial proposals shall be returned unopened after completing the selection process. The Procuring Agency shall simultaneously notify in writing bidders that have secured the minimum qualifying marks, the date, time and location for opening the financial proposals. Bidders' attendance at the opening of financial proposals is optional.
- III. Financial proposals shall be opened publicly in the presence of the bidders or their representatives who choose to attend. The name of the bidders and the technical score of the bidder shall be read aloud. The financial proposal of the bidders who met the minimum qualifying marks shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened and the quoted price read aloud and recorded.

27. **Contacting the Procuring Agency:**

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

28. **Qualification & disqualification of bidders:**

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

29. **Rejection of Bids:**

The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. 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 is not required to justify those grounds. The Procuring Agency incurs no liability, solely towards bidders who have submitted bids. Notice of the rejection of any or all bids shall be given promptly to the concerned bidders that submitted bids.

30. **Re-Bidding:**

If the Procuring Agency rejected all bids, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement under

Rule 32 of the Punjab Procurement Rules-2009. The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

31. **Announcement of Evaluation Report:**

The Procuring Agency shall declare the results of bid evaluation prior to the award of procurement contract.

AWARD OF CONTRACT

32. **Acceptance of Bid and Award criteria:-**

The bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Provincial Government, shall be awarded the Contract, within the original or extended period of bid validity.

33. **Procuring Agency's right to vary quantities at time of award:**

The Procuring Agency reserves the right at the time of Contract's award to issue supply order of the quantity required for use in the institution which the firm will be bound to supply as per terms and conditions mentioned in the supply order.

34. **Limitations on negotiations**

Negotiations may not relate to the price or substance of tenders or proposals specified by the bidder in his tender, but only to minor technical, Contractual or logistical details.

11. As guidance only, negotiations may normally relate to the following areas:

- Minor alterations to technical details, such as the terms of reference.
- Minor amendments to the Special Conditions of Contract;
- finalizing the payment arrangements;
- mobilization arrangements;
- agreeing final delivery or completion schedules to accommodate any changes required by the procuring agency;
- inputs required from the procuring agency;
- clarifying details that were not apparent or could not be finalized at the time of bidding;

12. **Negotiations shall not be used to:**

- substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods;
- substantially alter the terms and conditions of Contract;
- reduce unit rates or reimbursable costs, provided that in case of exceptional circumstances like exorbitant rate, rates higher than prevailing market rates, negotiation may be adopted;
- Substantially alter anything which formed a crucial or deciding factor in the evaluation of the Tenders or proposals.

35. **Notification of Award:**

- i. Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful bidder in writing by registered letter, that its bid has been accepted.
- ii. The notification of award shall constitute the formation of the Contract.

36. **Purchase Order: -**

Procuring Agency shall issue Purchase Order with a stipulated period of delivery. If the successful bidder fails to comply with the supply order then the firm shall be blacklisted minimum for two years and the bid security be forfeited. In such situation, the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.

37. Failure of the successful bidder to comply with the requirement of instructions to the bidders shall constitute sufficient grounds for the annulment/termination of the award and forfeiture of the bid

Security, in which event the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.

38. **Corrupt or Fraudulent Practices:**

- a. The Procuring Agency requires that the Procuring Agency as well as bidders/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency defines, for the purposes of this provision, the terms set forth below as follows:
 - I. “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; and
 - II. “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 Procuring Agency, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
- b. Shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;
- C. Shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Contract; onus of proof will be on the firm.

GENERAL CONDITIONS OF CONTRACT

1. **Definitions:**

In this the following terms shall be interpreted as indicated against each;

- a. “The Contract” is a contract for the Trolley Mounted Diesel Water Pump for Jinnah Campus KSK, Quantities are mentioned in the Contract and the successful bidder is bound to accept order which may be placed upon him at the rates specified within the period of the contract.
- b. “The Price” means the price payable to the Contractor/Firm under the Contract for the full and proper performance of its contractual obligations.
- c. “The Goods” means the Construction of Main Gate at Jinnah Campus KSK, which the contractor/firm.
- d. “The Services” means those services ancillary to the supply of goods, such as printing of special instructions on the label and packing, design, logo, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.
- e. “The Procuring Agency” means University of Health Sciences Lahore.
- f. “The Supplier” means the individual or firm Construction of Main Gate at Jinnah Campus KSK, under this Contract.

13. **Application:**

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

14. **Standards:**

The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

15. **Use of Contract Documents and Information**

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

16. **Patent Rights:**

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

6. **Inspections**

- i. The Procuring Agency or its representative shall have the right to inspect the Trolley Mounted Diesel Water Pump for Jinnah Campus KSK, to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.
- ii. The Procuring Agency's reserves the right to inspect, test and, where necessary, reject the goods and the same shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Procuring Agency or its representative.
- iii. Procuring Agency or its representative shall have the right to inspect and /or to test the goods to confirm their conformity to the specifications of the contract at no extra cost to the Procuring Agency.
- iv. Nothing in General Conditions of Contract shall in any way release the Supplier from any warranty or other obligations under this Contract.

7. **Physical examination of (Trolley Mounted Diesel Water Pump for Jinnah Campus KSK,):-**

If the Goods supplied/executed work are found during physical examination / inspection to be against the required specifications, approved samples, etc, even if it is of standard quality, the Procuring Agency may reject the goods, and the Supplier shall either replace the rejected goods or arrange alterations necessary for rectification of observation, to meet the required specifications

free of cost. Replacement in lieu of the rejected supplies must be completed within 10 days from the date of communication of decision to the Manufacturer / Supplier by the Concerned Authority. In case after replacement or alteration, the Inspection Committee again declare the item as of against the required specifications, the supply would completely be rejected and the goods will be destroyed by the procuring agency. The firm may be blacklisted minimum for two years; onus of proof of innocence shall be on the supplier.

8. **Transportation:**

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

9. **Incidental Services:**

The Supplier shall be required to provide the incidental services as specified in Special Conditions of the Contract.

10. **Payment:**

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

17. **Prices:**

Prices charged by the contractor/firm for Trolley Mounted Diesel Water Pump for Jinnah Campus KSK, under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.

18. **Contract Amendments:**

No variation in or modification of the terms of the Contract shall be made except by written amendment.

19. **Subcontracts:**

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

14. **Delays in the Supplier's Performance:**

Delivery/ Trolley Mounted Diesel Water Pump for Jinnah Campus KSK, shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). The Procuring Agency may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Procuring Agency by amendment of in supply order. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

15. **Penalties/liquidated Damages:**

In case of late delivery beyond the presented period, penalty as specified in Special Conditions of Contract shall be imposed upon the Supplier. The above Late Delivery (LD) is subject to General

Conditions of Contract including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract. If the firms provide substandard item and fail to provide the item as per specification laid down in the Technical Specification Form / Tender Enquiry, the procuring agency shall be entitled to make other arrangement at the risk / expense of the Contractor / Supplier Firm, the price difference shall be paid by the Firm.

16. **Termination for Default:**

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

17. **Arbitration and Resolution of Disputes:**

The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. University of Health Sciences shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties. Jurisdiction of the civil court will be barred.

18. **Governing Language:**

The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

19. **Applicable Law:**

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

20. **Notices:**

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

SPECIAL CONDITION OF CONTRACT

1. Definitions

- i. The Procuring Agency: is University of Health Sciences, Lahore
- ii. The Supplier: is the individual or firm Trolley Mounted Diesel Water Pump for Jinnah Campus KSK.

2. (a) B.O.Q

Annexure-A

3. Bid Security

With reference to the Trolley Mounted Diesel Water Pump for Jinnah Campus KSK, a bid security of 2% of total value will be attached with the bid.

20. Performance Security

- a. The successful Bidder(s)/Contractor shall furnish Performance Security as under:
 - i. within ten **(10) days** of the receipt of the Acceptance Letter from the Purchaser;
 - ii. Performance Security would be submitted by the successful Bidder(s);
 - iii. in shape of a **Bankers Cheque** issued by a scheduled Bank operating in Pakistan, as per Form provided in the Tender Document;
 - iv. for a sum equivalent to **5%** of the Contract Value;
 - v. denominated in Pak Rupees;
 - vi. have a minimum validity period until the date of expiry of period of Contract, support period or termination of services, or fulfillment of all obligations under the Contract/Purchase Order, whichever is later. No other shape or form of Performance Security shall be acceptable with any validity less than the prescribed time period.
- b. The Performance Security shall be payable to the Purchaser, on occurrence of any/all of the following conditions:
 - i. if the Contractor commits a default under the Contract;
 - ii. if the Contractor fails to fulfill the obligations under the Contract;
 - iii. if the Contractor violates any of the terms and conditions of the Contract.
- c. 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 Bidder(s) within thirty working days after the expiry of its validity on receipt of written request from the Contractor.

- d. In case the Contractor fails to furnish Performance Security in the shape of Banker cheque 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 Banker cheque as required, shall be deducted from the amount payable to the Contractor.

6. **Inspection**

Inspection of Trolley Mounted Diesel Water Pump for Jinnah Campus KSK, shall be in accordance with the conditions of contract. After delivery/execution of the said work shall be inspected /examined by the Works Department and Inspection Committee to physically check the goods in accordance with the approved terms / conditions of the Contract. The concern department shall submit its inspection report to Procuring Agency along with invoice / bills / delivery challan. In case of any deficiency, pointed out by the Inspection Committee, the Contractor/Firm shall be bound to rectify it free of cost.

7. **Payment:**

The Payment shall be in Pak Rupees.

8. **Penalties/ Liquidated Damages:**

- a. In case where the deliveries/ Trolley Mounted Diesel Water Pump for Jinnah Campus KSK, as per contract are not completed within the time frame specified in the schedule of requirement, the Contract to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. No supplies shall be accepted and the bid security will be forfeited and the firm shall be blacklisted minimum for a period of two years if the firm fails to supply the whole installments. Onus of proof of innocence shall be on the supplier.
- b. In case of late delivery of goods beyond the periods specified in the schedule of requirements, penalty @ 2% per month, of the cost of late delivered supply shall be imposed upon the Supplier.

09. **Arbitration and Resolution of Disputes:**

In case of any dispute, concerning the interpretation and / or application of this Contract shall be settled through arbitration. The University of Health Sciences, Lahore or his nominee shall act as sole *ARBITRATOR*. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

10. **Governing Language:**

The language of this Contract shall be in English.

11. **Knock Out Clauses:**

1	An affidavit on legal stamp paper of Rs. 100/- that their firm has not been blacklisted in the past on any ground by any Government (Federal , Provincial)		
2	Acceptance of terms and conditions, tender documents duly signed and stamped.		
3	Company Profile		
4	Price should not be mentioned on technical bid.		
5	The bidder shall submit the authority letter in favor of person or persons with their cell numbers, who will sign the bid and attend the relevant meetings.		
6	The Bidder will attach 2% CDR/Pay Order with the financial bid and also attach the defaced photocopy with the technical bid.		
7	GST registration certificate		

8	NTN registration certificate		
9	The bidder must be an active tax payer of FBR, Compliance Level should be 100%		

12. **SCHEDULE OF REQUIREMENT**

Trolley Mounted Diesel Water Pump for Jinnah Campus KSK, The supplies shall be delivered/executed the work within delivery date w.e.f. the next date after date of issue of Purchase Order (without penalty), and with prescribed penalty, as per following schedule of requirements:-

13. **DELIVERY PERIOD**

15 days from the date of issuance/receiving of supply order

14. **Time Extension Eligibility**

In case the contractor / supplier firm fails to adhere the delivery schedule then, its status will not be considered eligible until and unless, the firm provides genuine reasons for delay in the supplies and it will be the discretion of the competent authority to accept the supplies.

15. **Defect Liability Period**

Defect liability period will be 90 days after completion of work /handing over

B.O.Q

Annex-A

Trolley Mounted Diesel Water Pump for Jinnah Campus KSK.

Sr. #	Description	Qty	Rate	Amount
1	Supply of Trolley Mounted (Portable Close non clogging pump S/D 5"/6") with 20 hp diesel pump, complete with football valve, suction and delivery rubber house pipes 400 Rft each and other accessories as per direction of Engineer Incharge.	3 nos.		
2	Copper cable 3-core 4mm with pvc dura duct complete in all respect.	1000Rft.		
Grand Total				

17. **Special Note:**
- a. Scope of work can be increase or decrease during execution.
 - b. The vendors will fill rates and prices for all items, the evaluation criteria/lowest bid will be considered cumulative lowest instead of items wise.
 - c. All bidders are requested to quote rates inclusive all kind of taxes