



Primary & Secondary
Healthcare Department

BIDDING DOCUMENT

FRAMEWORK CONTRACT

FOR PROVIDING VEHICLE RENTAL SERVICES FOR P&SHD

HISDU (P&SHD)PROC/4-54/2022

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Primary & Secondary Healthcare Department

INVITATION FOR BIDS FRAMEWORK CONTRACT FOR PROVIDING VEHICLE RENTAL SERVICES FOR P&SHD

BID REFERENCE NO: HISDU(P&SHD)PROC/A-54/2022

1. Health Information & Service Delivery Unit (HISDU), Primary & Secondary Healthcare Department (P&SHD), Government of the Punjab, invites sealed bids from the eligible bidders for the "Framework Contract for Procurement of Vehicle Rental Services for P&SHD".
2. The Bidding Document containing detailed Scope of Services/Terms of References can be downloaded from the Department's official website (www.pshhealthpunjab.gov.pk) and from PPRA website (www.ppra.punjab.gov.pk), however, payment of PKR. 1,000/- must be made at the below mentioned address till the closing date and the receipt must be attached with the Technical Bid. **There is no bid security for this tender.**
3. *Single Stage : Two Envelopes bidding procedure shall be applied as per rule 30(2) (a) of Punjab Procurement Rules, 2014. The envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters.
4. Sealed bids are required to reach on or before **18th July, 2022 at 11:00 A.M** positively at HISDU, Primary & Secondary Healthcare Department, Government of the Punjab, 01-Birdwood Road, Lahore. Late bids will not be entertained. The bids received till the stipulated date & time shall be opened at **11:30 A.M** on the same date in the presence of the bidders or their authorized representatives, who may choose to attend.

NOTE: The procurement shall be conducted as per PPRA Rules, 2014.

IPL-6336-L

**DEPUTY DIRECTOR
HEALTH INFORMATION AND SERVICE DELIVERY UNIT (HISDU)
PRIMARY AND SECONDARY HEALTHCARE DEPARTMENT
GOVERNMENT OF THE PUNJAB,
01-BIRDWOOD ROAD, LAHORE.
PH: 042-99206180**

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Primary & Secondary Healthcare Department

INVITATION FOR BIDS FRAMEWORK CONTRACT FOR PROVIDING VEHICLE RENTAL SERVICES FOR P&SHD

BID REFERENCE NO: HISDU(P&SHD)PROC/4-54/2022

1. Health Information & Service Delivery Unit (HISDU), Primary & Secondary Healthcare Department (P&SHD), Government of the Punjab, invites sealed bids from the eligible bidders for the "Framework Contract for Procurement of Vehicle Rental Services for P&SHD".
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3. Single Stage - Two Envelopes bidding procedure shall be applied as per rule 38(2) (a) of Punjab Procurement Rules, 2014. The envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters.
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NOTE: The procurement shall be conducted as per PPRA Rules, 2014.

**DEPUTY DIRECTOR
HEALTH INFORMATION AND SERVICE DELIVERY UNIT (HISDU)
PRIMARY AND SECONDARY HEALTHCARE DEPARTMENT
GOVERNMENT OF THE PUNJAB.
01-BIRDWOOD ROAD, LAHORE.
PH: 042-99206180**

IPL-6336

Background:

The Primary and Secondary Healthcare Department is the key department entrusted by the people of Punjab with responsibility for the health of communities and the population. The Primary and Secondary Health Department delivers promoting, preventive and curative health services from the Primary to the Tertiary Health Care level.

In last few years, The Primary and Secondary Health Department of Punjab has taken initiatives to improve the primary and secondary healthcare facilities all over Punjab. As a part of reform Services, one of the initiatives of Primary & Secondary Healthcare Department is to facilitate Doctors / Consultants / Anesthetists to commute between District Head Quarter (DHQ) & Tehsil Head Quarter (THQ) Hospitals across Punjab in the minimum amount of time round the clock in a rotation scheme. For the purpose, commuter vehicles along with drivers are required for providing Services across all 36 Districts of Punjab; round the clock. As there is a shortage of Consultants, this rotation scheme will allow the maximum number of surgeries to take place in each Hospital.

There are approx. 26 DHQs and 118 THQs in Punjab. The Consultants will have to be picked / dropped from their homes to DHQs/THQs within the radius of 300 KM from clusters/catchment areas within the province of Punjab.

A. INSTRUCTIONS TO BIDDERS (ITB)

General Instructions:

1. Content of Bidding Document

1.1 The goods and services required, 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 (ITB);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements;
- (e) Required Vehicle Specifications;
- (f) Contract Form;
- (g) Performance Guarantee Form;
- (h) Bid Form; and
- (i) Price Schedule

1.2 In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in 1.1 said Bidding Documents shall take precedence.

1.3 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.

2. Source of Funds

2.1 Government of the Punjab.

3. Eligible Bidders

3.1 A Bidder shall be a private, public or government owned legal registered entity with the formal intent (as evidenced by a letter of intent) to enter into an agreement or under an existing agreement. In case of JV, clearly specify lead bidder.

3.2 The bidder must be an active tax payer. Punjab Revenue Authority (PRA) registration (if applicable), National Tax Number (NTN) and General Sales Tax Number (if applicable) with documentary proof shall have to be provided by bidder(s).

3.3 A Bidder who has been barred or disqualified/ blacklisted either by any Government/ Department/ Agency/ Authority would not be eligible to submit the Bid. The Bidder will submit an affidavit to this effect.

3.4 If the Government of Pakistan prohibits commercial relations with any country, any bidder/goods of such countries/dealing with such countries are ineligible to apply.

3.5 The bidder can submit only one bid against an item. If the bidder quotes an alternative bid or submit two bids then the bidder will be considered as non-responsive.

3.6 The bidder shall provide all information required in the bidding documents (evaluation criteria, specifications and Terms of References etc.) and documents to substantiate its claim for eligibility.

3.7 Additional eligibility requirement (if any) is defined in the Bid Data Sheet.

4. Eligible Goods and Services

4.1 Further, country of origin of goods could be from any geographical region of the world as per laws of Pakistan.

4.2 For the 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 services as mentioned in the Scope of Services/ Terms of Reference. For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied.

5. Cost of Biddings

5.1 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 conduct or outcome of the bidding process.

6. Clarification of Bidding Documents

6.1 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 to Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives not later than period (days) specified in Bid Data Sheet.

7. Amendment of Bidding Documents

7.1 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. Such amendment/response shall be uploaded on the website of procuring agency or sent to all prospective Bidders that have received the bidding documents, and shall be binding on them.

7.2 The Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.

8. Qualification and Disqualification of Bidders

8.1 The Procuring Agency shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Clause 29.2.

8.2 The determination shall take into account the Bidder's financial and technical capabilities, past performance in similar contracts. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 29.2.

8.3 An affirmative determination shall be a pre-requisite 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.

8.4 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Contractor's capacities may require the Contractors to provide information concerning their professional, technical, financial, legal or managerial competence.

8.5 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Contractor was false, fabricated and materially inaccurate or incomplete.

8.6 Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices shall be debarred & blacklisted as provided in Punjab Procurement Rules, 2014.

9. Corrupt or Fraudulent Practices

9.1 The Procuring Agency requires that all Bidders/Contractors/Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of PPR 2014 and its subsequent amendments, if any, the Procuring Agency:

a. defines, for the purposes of this provision, the terms set forth below as follows:

(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.

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; 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.

Preparation of Bids

10. Language of Bid

10.1 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 of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

11. Documents Comprising the Bid

11.1 The bid prepared by the Bidder shall comprise the following components:

- (a) A Bid Form and Price Schedule completed in accordance with ITB Clauses 12 and 13 (to be submitted along with financial proposal);
- (b) Documentary evidence established in accordance with ITB Clause 15 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 ITB Clause 16 that the goods to be supplied by the Bidder are eligible goods and conform to the bidding documents.

12. Bid Form and Price Schedule

12.1 The Bidder shall complete the Bid Form (**Annexure-D**) and an appropriate Price Schedule furnished in the bidding documents (**Annexure-C**), indicating the goods and services to be provided, a brief description of the goods and services, specifications, quantity, prices, make, model, country of origin, country of manufacturer and port of shipment in case of imported equipment.

13. Bid Prices

13.1 The Bidder shall indicate on the Price Schedule the Unit Prices and Total Package Price of the goods and services, it proposes to provide under the Contract.

13.2 Form for Price Schedule is to be filled in very carefully, and should be typed and on firms letter head. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom. Hand written financial bids will straight away rejected.

13.3 The Bidder should quote the prices of goods and services according to the technical specifications for complete package/ tender. The specifications of goods and services, different from the demand of enquiry and packaged items, shall straightway be rejected.

13.4 The Bidder is required to offer competitive price. All prices must include relevant 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.

13.5 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 after the bid has been submitted.

14. Bid Currencies

14.1 The bidder shall quote the price in PKR.

15. Documents Establishing Bidder's Eligibility and Qualification.

15.1 The Bidder shall furnish, as part of its technical bid, documents (as specified in ITB Clause 3 above) establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

15.2 The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation shall be as specified in the evaluation criteria, technical specifications etc.

16. Documents Establishing the Eligibility and Conformity Goods and Services to Bidding Documents

16.1 Pursuant to ITB Clause 11, 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 and services (as specified in the evaluation criteria, technical specifications etc.), which the Bidder proposes to supply under the Contract.

16.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods offered.

16.3 The bidder is required to arrange sample (s) of quoted equipment for evaluation on direction of the department; the bidder shall provide the sample or give demonstration as per requirement for evaluation/ satisfaction of the Committee.

17. Bid Security

17.1 The value, validity & shape of Bid Security to be submitted by a bidder along with its bid is indicated in the Bid Data Sheet.

18. Bid Validity

18.1 Bids shall remain valid for a period, after opening of a bid, as specified in the Bid Data Sheet. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. Any extension in bid validity will be dealt as per mechanism provided in rule 28 of Punjab Procurement Rules, 2014.

Submission of Bids

19. Format and Signing of Bid

19.1 The bid shall be typed and shall be signed by the Bidder or Lead Bidder (in case of tender with the permission of alliance/ Joint venture for the bidding of complete package i.e. more than one item in a single tender) 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.

19.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

19.3 All bidding documents to be duly attested (signed and stamped) by the authorized person of bidder or Lead Bidder.

20. Sealing and Marking of Bids

20.1 The envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope. It should contain the package name and its number.

20.2 The inner and outer envelopes shall:

- a) be addressed to the Procuring Agency at the address given in the Invitation to Bids; and
- b) bear the Procuring Agency name and number indicated in the Invitation to Bids, and shall be inscribed by the following sentence: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Invitation To Bid.

20.3 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.

20.4 If the outer as well as inner envelope is not sealed and marked properly, the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.

21. Deadline for Submission of Bids

21.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address, time and date specified in the Invitation to Bids.

22. Late Bid

22.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 21 shall be rejected and returned unopened to the Bidder.

23. Withdrawal of Bids

23.1 The Bidder may withdraw its bid prior to the deadline specified in the invitation to bid.

23.2 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 ITB Clause 18.1. Withdrawal of a bid during this interval will make the bidder eligible to be debarred for further procurements for a period as deemed necessary by the Procuring Agency.

The Bidding Procedure

24.1 The procedure for selection of Contractor shall be used for the procurement is specified in the Bid Data Sheet. The detail description of the procedure is described in Rule 38 of Punjab Procurement Rules, 2014.

Opening and Evaluation of Bids

25. Opening of Bids by the Procuring Agency

25.1 The Procuring Agency shall initially open only the envelopes 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 to Bids. The Bidders' representatives who are present shall sign the Attendance Sheet as evidence of their attendance. However, the envelope marked as "FINANCIAL PROPOSAL shall remain unopened and be retained in safe custody of the Procuring Agency till completion of the evaluation process.

25.2 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 pursuant to ITB Clause 21. However, at the opening 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.

25.3 The procuring agency shall read aloud the unit price as well as the bid amount and shall record the minutes of the bid opening.

26. Clarification of Bids

26.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid as provided in Rule 33 of PPR 2014. The request for clarification and the response shall be in writing, and no change in the prices or substance of bid like indication or re-indication of make/model/brand etc. shall be sought, offered, or permitted.

27. Preliminary Examination

27.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made (at the time of opening the financial proposal), whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

27.2 In the financial bids (at the time of opening the financial proposal) 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 Bidders/Contractors do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

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

27.4 Prior to the detailed evaluation, pursuant to ITB Clause 27 the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions shall be deemed to be a material deviation for technical proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

27.5 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.

28. Evaluation and Comparison of Bids

28.1 The Procuring Agency shall evaluate and compare the bids on the basis of Single items/ Complete package (As demanded in the advertised tender), which have been determined to be substantially responsive, pursuant to ITB Clause 25.

28.2 The Procuring Agency's evaluation of technical proposal/ bid shall be on the basis of evaluation criteria, technical & managerial capabilities and previous performances of quoted product/ model.

28.3 All bids shall be evaluated in accordance with the evaluation criteria (ITB Clause 29) and other terms and conditions set forth in these bidding documents.

28.4 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.

29. Evaluation Criteria

29.1 For the purposes of determining the lowest evaluated bid, factors other than price such as previous performances and such other details as the Procuring Agency at its discretion, may consider appropriate shall be taken into consideration and these should be available with the bidder. The following evaluation factors/ criteria will be employed on **Technical Proposals**.

29.2 Technical Evaluation Criteria

EVALUATION CRITERIA OF SERVICES

Knock Down Criteria

(All evaluation parameters defined below are mandatory for compliance)

- a. Basic Eligibility as per ITB Clause 3
- b. Original Receipt of Purchase of Bidding Documents
- c. Acceptance of Scope of Services mentioned in tender document (Undertaking on firm's letterhead)
- d. The firm must have minimum two years similar business experience.
- e. The bidder must quote in each category of vehicle for both financial models A & B i.e. per day, per month.
- f. The firm must have minimum fleet of 20 vehicles.

Marking Criteria

(Bidder complying with all mandatory parameters and obtaining 60% overall and 50% in each category Marks shall be declared as Responsive. Financial Bids of only Responsive Bidders shall be opened):

Sr. #	Category	Maximum Points
01	Experience of the Firm *Experience in projects of similar nature (Max 25 Marks) 1-2 Relevant Projects (10 Marks) 3-4 Relevant Projects (15 Marks) 5-6 Relevant Projects (20 Marks) > 6 Relevant Projects (25 Marks) **Business History of the Firm (Max 15 Marks)	40

	2-3 Years (5 Marks) 4-6 Years (10 Marks) > 6 Years (15 Marks)	
	*Each project should worth minimum 1 Million. The Bidder shall have to provide Completion Certificate/Satisfactory Performance Certificate/Purchase Orders in order to substantiate its claim. **Business History shall be calculated from the date of establishment of the firm. The firm shall have to provide relevant documents in this regard.	
02	Capacity of the Firm No. of Vehicles* (Max 20 Marks) 20-35 (10 Marks) 36-50 (15 Marks) >50 (20 Marks) No. of Offices/Garages** (Max 20 Marks) 02 (10 Marks) 03 (15 Marks) >3 (20 Marks)	40
	* Firm will provide the details of vehicle registration. **All offices/Garages must be in different cities (multiple offices in a city will be considered as single office) and must equipped with all type of equipment / tools, Relevant supporting documents to be submitted with the bid to obtain these above-mentioned marks. Note: The Procuring Agency may require additional information or request visit of the site by its technical team, if deemed necessary.	
03	Average Annual Turnover for last 03 Years (duly supported by Audited Financial Statements) 05-10 Million (10 Marks) >10-15 Million (15 Marks) >15 Million (20 Marks)	20

Total Marks: 100

Note:

- Verifiable documentary proof for all above requirements is mandatory. Noncompliance with any term or condition mentioned in the relevant Tender Notice or Tender Document shall also lead to disqualification.
- Representatives of the Primary & Secondary Healthcare Department may visit the office of the firm for the verifications of submitted documents.

29.2.1 Bidders are required to submit the information in the following format along with documentary evidence as under.

29.2.2 Profile of the Bidder

The Bidders are required to submit its profile.

Sr.#	Particulars	
1.	Registered Office	
	Address	
	Office Telephone Number	
	Fax Number & E-mail	
2.	Authorized Person	
	Name	
	Personal Telephone Number	
	Email Address	

29.3 Financial proposals would be evaluated as follows:

- i) After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals. All bidders in attendance at the time of opening of financial proposals shall sign an attendance sheet.
- ii) Financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders shall be read aloud. The financial proposal of the technically responsive bidders shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened, and the unit price as well as the bid amount read aloud and recorded. Financial proposals of technically non-responsive Bidders shall be returned unopened as per procedure prescribed in PPR, 2014).
- iii) Incomplete bid shall stand rejected. All items described in the technical proposal must be priced in financial proposal. Items described in the technical proposal but not priced, shall be assumed to be included in the price of other items.
- iv) Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency. When correcting computation error in case of discrepancy between a partial amount and the total amount or between the words and figures, the formers will prevail.
- v) The bidders will quote the Price Schedules. The total price of the system will be calculated by converting the price to single currency (PKR) on the exchange rate of date of opening of Financial Proposal; in case of import of item.
- vi) DDP prices are required and lowest bidder will be determined on the basis as indicated in the Bid Data Sheet.

30. Contacting the Procuring Agency

30.1 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.

30.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will result in the rejection of the Bidder's bid and subsequent black listing. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

31. Rejection of Bids

31.1 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.

31.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 30.1 towards Bidders who have submitted bids.

31.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

31.4 The items contained in the tender should be bid in total and technical rejection of any item not complying with the technical specifications may lead to the rejection of complete Tender.

31.5 A procuring agency may, for reasons to be recorded in writing, restart bidding process from any prior stage if it is possible without violating any principle of procurement contained in Rule 4 of PPR, 2014 and shall immediately communicate the decision to the bidders.

32. Re-Bidding

32.1 If the Procuring Agency rejects all bids in pursuant to ITB Clause 30, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.

32.2 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.

33. Announcement of Evaluation Report

33.1 The Procuring Agency shall announce the results of bid evaluation of a report giving justification for acceptance or rejection of bids at least **Ten Days** prior to the award of procurement Contract.

Award of Contract

34. Acceptance of Bid and Award criteria

34.1 The Bidder with technically evaluated lowest financial bid, if not in conflict with any other law, rules & regulations, policy of the Government shall be awarded the Contract, within the original or extended period of bid validity for complete package/ Tender.

34.2 The Bidder having lesser Bid Security will be rejected as non-responsive and Acceptance of Bid be awarded to next bidder; being the responsive lowest bidder.

35. Quantity of an Item

35.1 The Procuring Agency reserves the right at the time of Contract award to increase the quantity of goods (15% as repeat order) originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms & conditions.

36 Limitations on Negotiations

36.1 Save as otherwise provided there shall be no negotiations with the bidder having submitted the lowest evaluated bid or with any other bidder: provided that the extent of the negotiation permissible shall be subject to the regulations issued by the Punjab Procurement Regulatory Authority and its subsequent amendments, if any.

37. Notification of Award

37.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing that its bid has been accepted.

37.2 The Notification of Award/AAT shall constitute the formation of the Contract.

38. Signing of Contract

38.1 The Procuring Agency will issue the Notification of Award/Advance Acceptance of Tender (AAT). The firm will submit the required Performance Guarantee as mentioned in Bid data sheet after issuance of AAT. After receipt of Performance Guarantee (having validity equivalent to total warranty period of equipment) and Stamp Duty as per applicable laws, the Procuring Agency and successful bidder shall sign and the formal Contract.

38.2 If the successful Bidder shows inability to sign the Contract or fail to deposit Performance Guarantee & Stamp Duty etc., then their Bid Security/ Contract Security to the extent of proportionate percentage shall be forfeited and the firm shall be blacklisted minimum for three years for future participation. In such situation, the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

38.3 The contract is to be made on stamp duty submitted by the successful bidder, the total value of the stamp duty will be calculated under prevailing clauses of Stamp Act 1899.

38.4 The enforcement of the Contract shall be governed by Rule 63 of Punjab Procurement Rules-2014.

39. Performance Guarantee

39.1 On the date of signing of the Contract, the successful Bidder shall furnish the Performance Guarantee / Security in accordance with the Special Conditions of Contract, in

the Performance Guarantee Form. The shape & value of Performance Guarantee to be submitted is indicated in the Bid Data Sheet.

39.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 37 or ITB Clause 38.1 shall constitute sufficient grounds for the annulment of the Award, in which event the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

40. Schedule of Requirement

40.1 The commencement of services as per Schedule of Requirement indicated in the Bid Data Sheet.

40.2 In case of late delivery in commencement of services beyond the periods specified in the Schedule of Requirements, penalty shall be imposed shall be imposed upon the Contractor as indicated in Scope of services/Terms of Reference.

41. Required Vehicle Specifications

REQUIRED VEHICLE SPECIFICATIONS

Sr.	REQUIRED VEHICLE SPECIFICATIONS	NO. OF VEHICLES
1	Toyota Corolla or equivalent in good condition with air conditioner; 1300 CC or above (2020 Model or above) with driver (having valid license)	As per requirement.
2	Toyota Van or equivalent in good condition with air conditioner; 2500 CC or above (2020 Model or above) with driver (having valid license)	As per requirement.

Note: The bidder must quote for the complete package, the Department will issue Work Order(s) as per actual requirement / need and payment will be made accordingly. While the quoted price will remain same.

42. Scope of Services / Terms of Reference:

- Focal person(s) nominated by the 'Client' will coordinate the pick and drop of Officials / Officers with the Service Provider. Request will be made through E-mail.
- Service Provider will provide the vehicle within two (02) hours after the request as per requirement of 'Client' round the clock (24/7).
- Failure to provide the vehicle within two (02) hours, Penalty will be imposed @ 1 % for each five (05) minute delay in reporting time, from the value of bill/invoice of the trip up to maximum of 20% of the bill/invoice value. If ten (10) or more times vehicle got delayed from reporting time will lead to termination of contract.
- The Service Provider will have to replace the driver or/and vehicle, if 'Client' is not satisfied with the service of the driver or the vehicle, as the case may be.
- The Service Provider will have to make prompt arrangement for alternative vehicle in case the engaged vehicle goes out of order or breakdown.
- 'Client' can use the vehicle for traveling anywhere across Pakistan.
- In actual operation there is no objection to deployment of vehicles as stop-gap at no extra cost to 'Client' in case of any breakdown of existing vehicle, being used by 'Client'.
- In case the Service Provider fails to provide vehicles as contracted on a particular day, the vehicles will be hired by the 'Client' from any other source and the difference between the rate of the firms accepted by the 'Client' and the rate on which the vehicle is hired will be recovered /adjusted from the bills of the firm due for payment by the 'Client'. Further, a penalty of PKR. 5000/- shall be levied for such default.
- All provided vehicles must be clean and in excellent working condition and first registration of the offered vehicle must be of 2020 or later.
- Any delay in the provision of the services can hamper operational commitments of 'Client', which is in no case acceptable to the 'Client' and might lead to termination of the contract.
- The Service Provider should have proper office with minimum one Telephone/Mobile number and the driver of the vehicles must also possess an independent mobile phone.
- The log book / Pro forma will be provided from the 'Client' and it will be the responsibility of the service provider to get it filled during onward and return trip and to be duly signed by the traveling Officer/Official of 'Client' and a copy of that will be provided to the Client on the same day.
- It will be the responsibility of the bidder to provide driver with a valid license and mobile phone in working condition. The drivers must carry valid driving license while on duty.
- Security of the car is the responsibility of the service provider. The 'Client' shall not be responsible for any theft or loss to the vehicles.
- 'Client' is neither responsible nor liable to pay any compensation for injury/death caused to service provider's operating staff in the event of any accident on duty.
- In case of injury or loss of life to P&SHD's Officials/Officers while traveling in vehicle, Service Provider shall make arrangements to pay suitable compensation in accordance with law for the time being in force to each and every one of affected staff or their heirs depending upon the merits of each individual case. Insurance claim settlement shall be time bound and the sole responsibility of the Bidder. In case of any third party claim against 'Client' for any act of the employees of the transporter, the transporter shall act as guarantor and indemnify 'Client' to the extent of all claims and expenses.
- All claims arising out of accidents including damages to the vehicles and injuries including

death of the people traveling in the vehicle and any other third party be owned and settled by the Bidder. 'Client' shall not be liable or responsible for such claims. When need arises, the Service Provider will provide vehicles within half an hour.

- All type of maintenance will be the responsibility of the service provider. In case of any mechanical/technical fault or damage to the vehicle, the Service Provider shall replace the vehicle immediately.
- The rate quoted by the service provider shall be considered inclusive of operational maintenance, wages, insurance, all type of duties, taxes & levies, driver, parking charges, penalty due to traffic violations and other charges as may be levied by the Government, Local Bodies and other agencies and the incidentals.
- Actual toll taxes for journeys will be reimbursed on production of the actual bill/receipt.
- During outside destination, arrangement of accommodation of driver, food, parking of vehicles will be arranged by the Service Provider.
- During the trip, boarding and lodging of the driver will be the responsibility of Service Provider.
- It is the responsibility of the service provider to ensure the availability of proper/functional tool kit along with essential spare parts (tyre etc.).
- Rental vehicle shall remain parked at destination/drop-off point or any nearby cluster/catchment area and should be readily available whenever required by 'Client' during that trip.
- 'Client' is not liable to pay the expenses against the distance of coming to pick up the Client and from drop off back to service provider office/garage. The distance will be counted from pickup point to drop off point as the department notifies.
- Vehicles must have tracking service available, and tracking report must be shared with Client with every invoice, along with logbook entries.

43 Redressal of grievances by the Procuring Agency

43.1 The Procuring Agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

43.2 Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than **Ten Days** after the announcement of the bid evaluation report.

43.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

43.4 Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

BID DATA SHEET

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

ITB CLAUSE	DESCRIPTION		
3	Basic Eligibility requirements are as indicated in clause 3.		
6	Procuring Agency shall respond to requests for clarification which it received on or before 07-07-2022 in the Office of HISDU, Primary & Secondary Healthcare Department, 01-Birdwood Road, Lahore		
7	Any amendment in response to clarifications seek by bidder or as a Department its own initiative will be uploaded on the website www.pshealthpunjab.gov.pk on 08-07-2022 .		
10	Language of the bid: English		
13.6	The bidder shall have to quote the prices as per DDP mode as specified in the technical specifications, otherwise offer of the firm will straight away be rejected.		
14	The price shall be quoted in PKR.		
17	Bid Security is NIL.		
18	180 Days from the date of opening of bids.		
19.1	Joint Venture/Consortium is not permissible.		
24	Single Stage-Two Envelope Bidding Procedure (38) (2) (a) shall be used for selection of Contractors.		
N/A	<p>Address for communication: For clarification purposes, the Purchaser's address is: 01-Birdwood Road Lahore. Phone #: 042-99206180</p> <p>Primary Contact Name: Mr. Muhammad Usman Designation: Tender Coordination Officer (Services) Contact No: 042-99206180 Cell No: 0333-9771079 Email: proc.hisdu@gmail.com</p> <p>Secondary Contact Name: Mr. Saad Ullah Khan Designation: Support Coordinator Contact No: 042-99206180 Cell No: 0300-8920097 Email: sc.saad@pshealthpunjab.gov.pk</p>		
39.1	<p>Performance Guarantee Performance Guarantee/Security in the shape of Bank Guarantee equal to PKR 500,000/- for valid one year from the date of issuance (extendable in case of contract extension) and will be released after completion of the contract.</p>		
40.1	<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">Commencement of Services.</td> <td>Within 07 days from the date of signing of Framework contract. while the work order(s) will be issued as per actual requirement/need.</td> </tr> </table>	Commencement of Services.	Within 07 days from the date of signing of Framework contract. while the work order(s) will be issued as per actual requirement/need.
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DRAFT CONTRACT/ AGREEMENT

THIS CONTRACT is made at _____ on _____ day of _____ 2022, between the (hereinafter referred to as the “Procuring Agency”) of the First Part; and M/s (*firm name*) a firm having its registered office at (*address of the firm*) (hereinafter called the “Service Provider”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Purchaser on behalf of its Procuring Agency invited bids for Procurement of Services, in pursuance where of M/s (*firm name*) being the Service Provider in Pakistan and ancillary services offered; and Whereas the Procuring Agency has accepted the bid by the Service Provider for the Vehicle Rental Services as per details given below.

on the other hand, M/s (Firm Name). a firm registered under the laws of Pakistan and having its registered office at (Address) acting through its _____ (hereinafter called the “Service Provider”) (which expression shall include successors, legal representatives and permitted assigns) of the Second Part.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -
 - a. the General Conditions of Contract;
 - b. the Special Conditions of Contract;
 - c. the Procuring Agency’s Notification of Award;
 - d. the Technical Specifications accepted & allied requirements;
 - e. the scope of services/Terms of Reference;
 - f. the Bid & its clarifications.
 - g. any other documents deem appropriate
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Contractor in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. [*The Service provider*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt business practice.
6. Without limiting the generality of the foregoing, [the Service provider] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or

indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.

7. *[The Contractor]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
8. *[The 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. 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 Government of the Punjab under any law, Contract or other instrument, be void able at the option of Government of the Punjab.
9. Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, *[The Contractor]* agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Punjab in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Seller/ 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 Government of the Punjab.
10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The decisions taken and/or award made by the Arbitrator shall be final and binding on the Parties.
11. The Contract shall not constitute a partnership between the parties and that the Contractor shall not in any manner represent itself as agent or authorized representative of the Procuring Agency of the Government of the Punjab etc. or be considered as such included.
12. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

Sign/ Seal by the Supplying firm

Sign/ Seal by Procuring Agency

Witness

1.

1.

2.

2.

B. GENERAL CONDITIONS OF CONTRACT (GCC)

1. Contract

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

2. Contract Duration

The Contract duration shall be for the period of one (01) year starting from the commencement of services. Furthermore, the contract is extendable for another year based on satisfactory performance, provisioning of funds and available approvals along with mutual consent of both parties.

3. Contract Documents and Information

The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser 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.

4. Contract Language

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

5 Standards

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

6. Patent Right

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

7. Execution Schedule

7.1 Specified in Bid Data Sheet.

8. Fines & Penalties

8.1 Failure to provide the vehicle within two (02) hours, Penalty will be imposed @ 1 % for each five (05) minute delay in reporting time, from the value of bill/invoice of the trip up to maximum of 20% of the bill/invoice value. If ten (10) or more times vehicle got delayed from reporting time will lead to termination of contract.

8.2 In case the Service Provider fails to provide vehicles as contracted on a particular day, the vehicles will be hired by the 'Client' from any other source and the difference between the rate of the firms accepted by the 'Client' and the rate on which the vehicle is hired will be recovered /adjusted from the bills of the firm due for payment by the 'Client'. Further, a penalty of Rs. 5000/- shall be levied for such default.

9. Spare Parts and Support

9.1 It is the responsibility of the service provider to ensure the availability of proper/functional tool kit along with essential spare parts (tyre etc.)

9.2 The Contractor shall maintain sufficient backup stock of spare parts (tyre etc.) and tools kits at its garage/office, for the maintenance of the supplied vehicles, during the contract period.

10. Payment

10.1 The Contractor shall provide all necessary supporting documents along with invoice.

10.2 The Contractor shall submit an Application for Payment, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods/Services delivered, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.

10.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.

10.4 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from the date of signing of contract till completion/ termination of the signed contract in this regard.

11. Price

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

12. Contract Amendment

12.1 The Purchaser 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.

12.2 The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.

12.3 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.

12.4 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

13. Assignment / Subcontract

13.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.

13.2 The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

14. 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 Purchaser 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 Purchaser 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.

15. 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 Purchaser 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.

16. Forfeiture of Performance Security

16.1 The Performance Security shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:

16.1.1. If the Contractor commits a default under the Contract;

16.1.2. If the Contractor fails to fulfill any of the obligations under the Contract;

16.1.3. If the Contractor violates any of the terms and conditions of the Contract.

16.2 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. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.

16.3 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 Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

16.4 Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

17. Termination for Default

17.1 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 Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

17.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods / Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods / Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

18. Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, 31 without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

19. Termination for Convenience

19.1 The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

19.2 The Goods and the Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Goods / Services, the Purchaser may elect:

19.2.1 to have any portion thereof completed and delivered; and/or

19.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods, Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

20. Force Majeure

20.1 For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

20.2 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance / discharge of obligations under the Contract is the result of an event of Force Majeure.

20.3 If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

20.4 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

20.5 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

21. Dispute Resolution

21.1 The Purchaser 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.

21.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser 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.

22. Statutes and Regulations

22.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

22.2 The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and

liability of any kind for breach of any of the same.

22.3 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

23. Taxes and Duties

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

24. Contract Cost

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

25. The Client

25.1 The Client shall only carry out such duties and exercise such authority as specified in the Contract. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.

25.2 The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these conditions.

25.3 The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

26. Authorized Representative

26.1 The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

26.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.

26.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

26.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

26.5 Notwithstanding Clause 69.2, any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Client to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.

26.6 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Contractor may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

27. Waiver

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

28. Documentation

The Contractor shall furnish the user documentation, the operation manuals, and service manuals for each appropriate unit of the supplied Goods and other information pertaining to the performance of the Goods, in hard copy format, in soft copy format and in the form of on-line help, before the Goods are taken over by the Purchaser.

C. SPECIAL CONDITIONS OF CONTRACT (SCC)

1. In such circumstances when the service provider is unable to provide the required services, the client has the right to withhold payment and procure the services of any other service provider for the same financial amount.

2. The Adjudicator is:

Secretary Primary and Secondary Healthcare Department, Government of Punjab

3. Corresponding addresses:

Procuring Agency: Primary & Secondary Healthcare Department

Contracting Firm: M/s _____

PERFORMANCE GUARANTEE FORM

To: *[Name & Address of the Procuring Agency]*

Whereas *[Name of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of AAT No. *[Number]* dated *[date]* to supply *[description of goods]* (hereinafter called “the Contract”).

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a scheduled bank for the sum of as defined in Bid Data Sheet of the total Contract amount as a Security for compliance with the Contractor’s performance obligations in accordance with the Contract.

And whereas we have agreed to give the Contractor a Guarantee:
Therefore, we hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of *[Amount of the Guarantee in Words and Figures]* and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[Amount of Guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____, 20__

Signature and Seal of the Guarantors/ Bank

Address

Date

Note:

1. It should be valid for a period equal to the total warranty period.
2. The Contract will be signed/issued after submission of this Performance Guarantee

Price Schedule/ Financial Cost Sheet (DDP Basis)

Category	RATES REQUIRED FOR	FIXED COST (PKR) (PER VEHICLE/ DAY WITH DRIVER AND ALL DUTIES, LEVIES & TAXES*)	FIXED COST (PKR) (PER VEHICLE/ MONTH WITH DRIVER AND ALL DUTIES, LEVIES & TAXES*)	RATE PER KM (PKR) ALL DUTIES, LEVIES & TAXES*)
1	Toyota Corolla or equivalent in good condition with air conditioner; 1300 CC or above (2020 Model or above) with driver (having valid license) and installed / working with tracking device.			
2	Toyota Van or equivalent in good condition with air conditioner; 2500 CC or above (2020 Model or above) with driver (having valid license) and installed / working with tracking device.			
Total Amount		Total Amount per day for both categories (A)	Total Amount per month for both categories (B)	Rate per KM for both categories (C)

**The rate quoted by the service provider shall be considered inclusive of operational maintenance, wages, insurance, all type of duties, taxes & levies, driver, parking charges, penalty due to traffic violations and other charges as may be levied by the Government, Local Bodies and other agencies and the incidentals. . In case of deviation in financial offer, the quoted price will be considered be inclusive of all as stated above.*

NOTE:

- i. **The Financial Bid must be typed and on firms letter head and sign and stamp properly.**
- ii. **The hand written financial bid will be straight away rejected.**
- iii. **The bidder must quote for each category of vehicle and for both financial models A, B & C.**

Lowest Determination Method

Lowest shall be determined as per following example:

• **FINANCIAL BIDS EVALUATION**

Bidder Name	Per Day / Vehicle - (A)	Per Month / Vehicle - (B)	Per KM / Vehicle - (C)
Bidder 1	5,000	60,000	34
Bidder 2	4,000	75,000	40
Bidder 3	3,000	65,000	37

• **TOTAL FINANCIAL SCORE= A+B+C**

• **For A (30% weightage)**

Bidder Name	FINANCIAL BID AMOUNT RS:	FINANCIAL SCORE (LFB/Fx30)
Bidder 1	5,000	3,000/5,000x30=18
Bidder 2	4,000	3,000/4,000x30=22.5
Bidder 3	3,000	3,000/3,000x30=30

Note: **LFB**=Lowest Financial Bid, **F**=Quoted Amount

- **For B (30% weightage)**

Bidder Name	FINANCIAL BID AMOUNT RS:	FINANCIAL SCORE (LFB/Fx30)
Bidder 1	60,000	$60,000/60,000 \times 30 = 30$
Bidder 2	75,000	$60,000/75,000 \times 30 = 24$
Bidder 3	65,000	$60,000/65,000 \times 30 = 27.7$

Note: **LFB**=Lowest Financial Bid, **F**=Quoted Amount

- **For C (40% weightage)**

Bidder Name	FINANCIAL BID AMOUNT RS:	FINANCIAL SCORE (LFB/Fx40)
Bidder 1	34	$34/34 \times 40 = 40$
Bidder 2	40	$34/40 \times 40 = 34$
Bidder 3	37	$34/37 \times 40 = 36.7$

Note: **LFB**=Lowest Financial Bid, **F**=Quoted Amount

Total Financial Score

Bidder Name	A	B	C	Total Score	Result
Bidder 1	18	30	40	88	-
Bidder 2	22.5	24	34	80.5	-
Bidder 3	30	27.7	36.7	94.4	Winner

BID FORM

Date:

Tender No:

Name of the Item:

To: [Name and address of Procuring Agency]

Respected 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 for the sum of *[Total Bid Amount]*, *[Bid Amount in words]* 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 amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, we have no reservation to these Bidding Documents, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance guarantee 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 the bidding documents.

Name and address of bidder

Amount and Currency

(if none, state "none")."

Dated this day of , 2020

Signature

(in the capacity of)

Duly authorized to sign bid for and on behalf of

Attachment