

BIDDING DOCUMENTS

**TENDER FOR REPAIR OF BUILDING & ELECTRIC WORK
AT PAKISTAN DRUGS TESTING AND RESEARCH
CENTRE (PDTRC), PUNJAB**



Bid Reference No. PDTRC/Tender-003/2024

**PAKISTAN DRUGS TESTING AND RESEARCH CENTRE
PRIMARY & SECONDARY HEALTHCARE DEPARTMENT
GOVERNMENT OF THE PUNJAB**

Address: Commercial Area North, Sundar Industrial Estate,
Sundar Raiwind Road, Lahore.

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1. INVITATION



INVITATION FOR BIDS

1. The Pakistan Drugs Testing and Research Centre (PDTRC), Primary & Secondary Healthcare Department (P&SH Department), invites sealed bids from eligible Bidder s for following tenders:

SR #	Description	Estimated Cost	Bid Security Amount (2%)	Tender Opening Date & Time
1	Repair of Building & Electric Work.	Rs. 2,500,000/- (2.5 million)	2 % of Estimated Cost	12 th February 2024 1100 hours

2. A complete set of Bidding Documents containing the tender's item details, the scope of services, and terms & conditions can be downloaded from the websites (www.ppra.punjab.gov.pk) / (www.pshealth.punjab.gov.pk) free of cost.

3. Bidding shall be conducted through Single Stage – Two Envelop bidding procedure, as per rule 38(2)(a) of Punjab Procurement Rules, 2014. The envelope shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters in separate envelopes.

4. Sealed bids are required to be submitted by the interested Bidder (s) on **12th February 2024** till 1100 hours in the committee room of **Directorate of Drugs Control, 48/1, Kacha Lawrence Road, Lahore**. The bids received till the stipulated date & time shall be opened on the same day at **1130 hours** in the presence of the representatives of the firms who choose to attend. Late bids shall not be entertained.

5. The Procuring Agency reserves the right to reject all Bids or Proposal at any time prior to the acceptance of a bid or proposal under PPRA rule 35.

Note: (i) Procurement shall be governed by Punjab Procurement Rules, 2014.

(ii) In case, date of opening is declared as public holiday or non-working by the government, due to any reason, the next official working day will be deemed to be the date of submission and opening of tender accordingly.

Director/COO
Pakistan Drugs Testing and Research Centre (PDTRC),
Primary & Secondary Healthcare Department
48/1, Kacha Lawrence Road, Lahore
Phone No. 042-99206209-10

2. INTRODUCTION:

The Pakistan Drugs Testing and Research Centre (PDTRC), Primary & Secondary Healthcare Department (P&SH Department), Government of Punjab require the services for repair of Building & Electric Work.

SR #	Description	Estimated Cost	Bid Security Amount (2%)	Tender Opening Date & Time
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Sealed bids are required to be submitted by the interested Bidder (s) on **12th February 2024** till 1100 hours in the committee room of **Directorate of Drugs Control, 48/1, Kacha Lawrence Road, Lahore**. The bids received till the stipulated date & time shall be opened on the same day at **1130 hours** in the presence of the representatives of the firms who choose to attend. Late bids shall not be entertained.

IMPORTANT NOTE:

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

APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014

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

3. INSTRUCTION TO BIDDERS:

1. Service/Goods provider must fulfil all eligibility criteria (for detail see eligibility);
2. Service/Goods provider must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments can participate);
3. Service/Goods provider has a registered/incorporated company/firm in Pakistan with relevant business experience of last one (1) year as on date of submission of bid;
4. A Joint Venture is not permissible;
5. Service/Goods provider not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking is mandatory);
6. Service/Goods provider has the required relevant qualified personnel and enough strength to fulfil the requirement of assignment;
7. The bid shall remain valid for the period of 180 days from the date of bid opening.
8. Successful bidders should make sure for in provide services according to the approved quality/standards/specifications for the tender period as mentioned in the tender notice.
9. The interested bidders may visit the site if they want.
10. Submission of any false statement/Documents or concealing of information will disqualify the bidder.
11. It will be the responsibility of the successful bidder to carry out all services at within the specified time at Pakistan Drugs Testing and Research Center (PDTRC), Commercial Area North Sundar Industrial Estate, Sundar Raiwind Road Lahore. The Procuring Agency will not bear any type of transportation cost.
12. The quantity of the item(s) can vary as per the requirement / budget allocation of the PDTRC.
13. The delivery shall be completed within time frame as per issuance of purchase/Supply order or as desired.
14. Services which will not be found according to required specifications/standard shall not be accepted.
15. In case any of the terms and conditions of the agreement is violated, the responsibility for any loss or damage will be borne by the services provider.
16. The employer will open the tenders including submission made in the presence of the tenderers or their representatives who choose to attend on date, time and venue mentioned in tender notice.

17. The complete tender shall be without alterations, interactions or erasures, except those to accord with instructions issued by the employer, or a necessary to correct errors made by the tenderer, in which case such correction shall be initialled by the person or persons signing the contract.
18. The successful bidder must submit Performance Guarantee of 2% of total quoted amount in favor of PDTRC in the shape of CDR from any scheduled Bank otherwise tender award will be rejected.
19. Bids not accompanied by bid security or with less amount of bid security will not be entertained.
20. The bid security / performance guarantee of successful bidder will be retained till delivery, installation, and guarantee period after complete repair of building & electric work. And other bidders may get back their bid security after award of contract to successful bidder.
21. If the firm fails to supply any or all the items in time as per quality/specifications and required standards, security deposit will be forfeited and supply order of specific items will be issue to next lowest bidder. Action for blacklisting of the firm will also be initiated.
22. No advance payment will be made for any kind of invoice. Payment shall be made after completion of services.
23. A separate agreement shall be executed with successful bidder as per attached form in the tender documents.
24. Bidders are requested to visit for any query at office, Pakistan Drugs Testing and Research Center (PDTRC) to evaluate the work
25. The bidder shall submit the Bids including Bid Form and Appendices.
26. Service/Goods provider must fulfil all requirement of PPRA rules.
27. The Bidder should be fully and completely responsible for providing services to the procuring agency.
28. It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the procuring agency will be permitted throughout the period of completion of the contract.
29. The bidder shall submit the financial Bid as per Financial Forms.
30. The organization must quote the Contract Title and include the following declarations:

- a. We have examined the information provided in your terms of reference and offer to undertake the work described according to the requirements as set out in the TOR.
- b. The proposal (Technical & Financial) has arrived independently and without consultation, communication, agreement, or understanding (to restrict competition) with any other potential investor invited to submit a proposal for this contract.
- c. We confirm that the enclosed hard copy of the technical proposal is true and have complete copies of these documents.
- d. We confirm that all Service Provider will be available to undertake the services.
- e. At any stage, if any document has been found forged, fake, tempered, or illegal during or after the procurement process, the bidder will be declared ineligible, disciplinary action will be taken as per PPR rules, 2014 which case for blacklisting the bidder/service provider will be initiated.
- f. We confirm that there are no personal, financial, and business activities that will, or might, give rise to a conflict of interest if we are awarded this contract.
- g. Subcontracting is not allowed in any case. At the time of the contract, the Service Provider shall submit an undertaking on a legal paper, that the firm shall not further sub-contract/sublet services or any part thereof in respect of procuring agency notified premises to a third party/sub-contractor.
- h. We confirm that the Service/goods Provider:
 - i. Are not or have not been the subject of any proceedings or other arrangements relating to bankruptcy, blacklisting, insolvency, or financial standing.
 - ii. Have not been convicted of any offense concerning professional misconduct.
 - iii. Have not been convicted of corruption including the offense of bribery.
 - iv. We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs.
- i. I confirm that I have the authority of [name of Service Provider's company] to submit a proposal and to clarify any details on its behalf.
- j. During the 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 bids like an indication or re-indication of make/model/brand, etc. shall be sought, offered, or permitted.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Sr.	Name	Contact # & Address
Primary Contact Number:		
01	Abdul Qadeer Khan (Asst. Manager QC-PDTRC)	<i>E-Mail:</i> kashmiri1812@gmail.com Contact No: 042-35297281-3 <i>Address:</i> Pakistan Drugs Testing and Research Centre (PDTRC), Commercial Area North Sundar Industrial Estate, Sundar Raiwind Road Lahore
02	M. Aamer Husnain (Account officer -PDTRC)	<i>E-Mail:</i> aamer.husnain@gmail.com Contact No: 042-99206209-10 <i>Address:</i> Room 14, 2 nd Floor, Directorate of Drugs Control, 48/1, Kacha Lawrence Road, Lahore
03	Zahid Masood (Manager QA-PDTRC)	<i>E-Mail:</i> zahidmasood13@gmail.com Contact No: 042-35297281-3 <i>Address:</i> Pakistan Drugs Testing and Research Centre (PDTRC), Commercial Area North Sundar Industrial Estate, Sundar Raiwind Road Lahore
Secondary Contact Number:		
01	Muhammad Sohail (Director /COO-PDTRC)	Contact No: 042-99206209-10 <i>Address:</i> Director General, Directorate of Drugs Control, 48/1, Kacha Lawrence Road, Lahore

Bidder should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the Bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the Bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The procuring agency will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

Bidding Method & Evaluation

Bidding Method

According to PPRA Rule 38 2(a) Single Stage, Two Envelopes Bidding Procedure shall be adopted

Rejection of Bids

1. The Procuring Agency may reject all bids at any time before the acceptance of a bid. The Procuring Agency shall upon request communicate to the Bidder who participated in the process seeking the reasons for its bid's rejection but is not required to justify those grounds.
2. Notice of rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

Performance Security

The successful Bidder shall furnish performance security in the form of a financial instrument i.e., CDR, Bank Guarantee from a scheduled/recognized bank operating in Pakistan on the format attached as *Appendix-2* of the amount equivalent to **5% of the total contract amount**, with a minimum validity of **12 months** from the date of signing of the contract. The performance guarantee shall be renewed at least one month before its expiry for the renewal of the contract.

Bid Evaluation

1. The Bidder must submit the required documents/profile of the Bidder to be considered for financial Bid opening.
2. Financial bids of technically responsive Bidder (s) shall be opened at a date and time fixed and time fixed and notified in advance to the Bidder. The contract may be awarded to the lowest financial Bid of the technically qualified Bidder (s) (Bidder (s) scoring 65 or more in the technical evaluation or any other criteria mentioned in this document) subject to the reasonability of prices. However, Procuring Agency may reject all proposals as specified in rule 35 of Punjab Procurement Rules, 2014.

Technical Bid Form

To

{Location, Date}

Director / Chief Operating Officer,
Pakistan Drugs Testing and Research Centre
Primary & Secondary Healthcare Department, Government of the Punjab
48/1, Kacha Lawrence Road, Lahore.

We, the undersigned, offer to provide the requested Goods/Services according to your Bidding documents (**TENDER FOR REPAIR OF BUILDING & ELECTRIC WORK AT PAKISTAN DRUGS TESTING AND RESEARCH CENTRE (PDTRC), PUNJAB**) Bid Reference No. **PDTRC/Tender-002/2024**. We are hereby submitting our Bid, which includes this Technical Bid, and a Financial Bid sealed under a separate envelope.

We understand that the Procuring Agency is not bound to accept any Bid that the Procuring Agency receives.

Yours Sincerely

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Address: _____

Contact information (phone and email): _____

Technical Evaluation

The following evaluation factors/ criteria will be applied to evaluate the **Technical Bids**.

2. TECHNICAL EVALUATION / PROFILE OF THE BIDDER

The Bidder must comply with all the mandatory parameters. In case of noncompliance with any mandatory parameter, the Bidder shall be declared as non-responsive and shall not be considered for further evaluation for marking parameters.

Mandatory or Prerequisite Parameters

1. The Bidder shall be a legally registered entity with the formal intent to enter into an agreement or under an existing agreement.
2. The Bidder shall have an active National Tax Number (NTN).
3. The Bidder shall have an active Punjab Revenue Authority (PRA) registration number.
4. The Bidder shall have an active General Sales Tax (GST) registration number.
5. The Bidder shall undertake that the Bidder is not barred/blacklisted or disqualified either by any Government and Semi Government Department/Agency/Authority (**Appendix-4**). The barred/blacklisted/disqualified Bidders shall not be eligible for bidding process.
6. Compliance to the technical specifications of all items to be procured mentioned vide **Appendix-I** of this document.
7. Verifiable documentary proofs for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs. Bidder must include checklist for above requirements in their bid.
8. The result of the technical evaluation will be announced and uploaded on website of PRA after 10days of financial bids. Said 10-days' time will be given for the grievance regarding technical qualification / disqualification of the Bidder s. However, after lapse of given time between the declaration of technical evaluation report and opening of the financial no grievance petition would be entertained concerning the technical qualification / disqualification of the Bidder. The objection after the opening of the financial bid would remain restricted to the financial bid only.
9. Consortium/Joint Venture is **not permissible**.
10. The Bidder shall have specific experience in a similar assignment of more than two years. The Bidder shall provide an evidence (purchase order/contract/performance certificate) for last two years
11. The Bidder shall have an average annual turnover of Rs. 10 million for the last two years. The Bidder shall attach its Audited Financial Statements/ Income Tax Returns for the FY **2021-22 & 2022-23**.
12. The Bidder shall have to submit the Bid for the entire package failing which the offer will be rejected.
13. The copy of the Bidding Documents duly signed and stamped by the Bidder shall be attached with the Technical Bid. Each page of the bid must be signed and stamped by the Bidder.

*The Procuring Agency may require additional information or request a visit of the site by its technical team if deemed necessary.

** The sequence of Technical Bid must be as per the below-mentioned table

MANDATORY REQUIREMENTS		Attached at
1.	The Bidder shall be a legally registered entity with the formal intent to enter into an agreement or under an existing agreement.	Flag-A
2.	The Bidder must have an active National Tax Number (NTN).	Flag-B
3.	The Bidder must have an active General Sales Tax (GST & PRA) Registration Number.	Flag-C
4.	The Bidder shall undertake that the Bidder is not barred/blacklisted or disqualified either by any Government and semi Government Department/Agency/Authority (Appendix-4). The barred/blacklisted/ disqualified Bidder s shall not be eligible for bidding process.	Flag-D
5.	The copy of the Bidding Document duly signed and stamped by the Bidder shall be attached with the Technical Bids. Each page of the bid must be signed and stamped by the Bidder .	Flag-E
6.	At least 03 similar nature projects having similar cost or above have been performed / executed in public organization during last 05 years. The Bidder shall provide an evidence (purchase order/contract/ performance certificate).	Flag-F
7	Must attach the original 2% Bid Security CDR from any schedule bank in favor of “Pakistan Drugs Testing and Research Centre”.	Flag-G
8	Valid National ID Card (Firm Proprietor/Authorized Person)	Flag-H
9	The Bidder shall have an average annual turnover of Rs. 10 million for the last two years. The Bidder shall attach its Audited Financial Statements or Income Tax Returns for the FY 2021-22 & 2022-23.	Flag-I
10	Price Reasonability Certificate that quoted prices are reasonable and not more than any other government department	Flag-J
11	Bidder should be registered with Pakistan Engineering Council / Punjab Building Works Department. Attach valid certificate.	Flag-K

3. FINANCIAL EVALUATION

The financial evaluation of the Bid shall be according to the financial evaluation as given in **Financial Form 2**. Incomplete bids shall stand rejected.

Redressal of Grievances

1. The Procuring Agency shall constitute a committee, according to Rule 67 of Punjab Procurements Rules 2014, comprising the odd number of persons, with proper powers and authorizations, to address the complaints of Bidder s that may occur during the procurement process.
2. Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of their bid may lodge a written complaint concerning his grievances not later than **10 days** after the announcement of the Bid Evaluation Report.
3. The committee shall investigate and decide upon the complaint as per rule 67 of PPR-2014.

Note: The mere fact of lodging a complaint shall not warrant suspension of the procurement process.

Financial Bid Form 1

{Location, Date}

To

Director / Chief Operating Officer,
Pakistan Drugs Testing and Research Centre,
Primary & Secondary Healthcare Department, Government of the Punjab
48/1, Kacha Lawrence Road, Lahore.

We, the undersigned, offer to provide the Goods/Services for [Insert title of assignment] according to your Bidding Document dated [Insert Date] and our Technical Bid.

Our attached Financial Bid is for {Indicate the corresponding amount(s) currency} {Insert amount(s) in words and figures}, inclusive of all taxes. The estimated amount of taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. Our Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to the expiration of the validity period of the Bid.

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

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

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Address: _____

Contact information (phone and email): _____

Financial Bid Form 2
REPAIR OF BUILDING & ELECTRIC WORK COST

Name of Bidder:

Mailing Address:

Income Tax Registration No.

PRA Registration No.

General Sales Tax Number

Total Amount:

Sign:

Designation:

Stamp

Financial Bid Form 3

BREAKDOWN OF COST

GROUP PAINT-01: PAINT WORK WITH MATERIAL

Description	Total SQ/FT (Approximate)	Price per unit (Incl. Tax) if Applicable PKR	Total cost (in PKR) (Incl. Tax)
Enamel Paint	16,000	A	16,000*A=E
Distemper Paint	7,000	B	7,000*B=F
Oil Paint	2500	C	2500*C=G
Epoxy Paint	600	D	600*D=H
Total bid cost		J= E + F + G + H	

Lowest determination will be made on total cost = J

- i. "J" will determine the total bid cost for all items.
- ii. Prices must be quoted for all items.
- iii. The procuring agency reserves exclusive rights to increase / decrease the quantities mentioned vide this tender document.
- iv. Standard Warranty for one (01) year
- v. Paint should be good quality and well known brand.

GROUP PAINT-02: REPAIR & MAINTENANCE OF HVAC

Description	No. of HVAC units	Price per unit (Incl. Tax) if Applicable PKR	Total cost (in PKR) (Incl. Tax)
Installation of Ducts and Accessories	1	A	$1 * A = E$
Service of HVAC (with parts replacements)	2	B	$2 * B = F$
HEPA Filter (Replacement)	2	C	$2 * C = G$
DOP Test	2	D	$2 * D = H$
Total bid cost			$J = E + F + G + H$

Lowest determination will be made on total cost = J

- vi. "J" will determine the total bid cost for all items.
 - vii. Prices must be quoted for all items.
 - viii. The procuring agency reserves exclusive rights to increase / decrease the quantities mentioned vide this tender document.
 - ix. Standard Warranty for one (01) year or above.
 - x. Quality of material should be good one

GROUP PAINT-03: REPAIR & MAINTENANCE OF AIR CONDITIONER

Description	No. of units	Price per unit (Incl. Tax) if Applicable PKR	Total cost (in PKR) (Incl. Tax)
Air Conditioner	8	A	1*A=B
Total bid cost			B

Lowest determination will be made on total cost = B₁

1. “B₁” will determine the total bid cost for all items.
2. Prices must be quoted for all items.
3. The procuring agency reserves exclusive rights to increase / decrease the quantities mentioned vide this tender document.
4. Standard Warranty for one (01) year
5. Air conditions can be inspected at site.

Paint-04: CIVIL WORKS

Description	No. of units	Price per unit (Incl. Tax) if Applicable PKR	Total cost (in PKR) (Incl. Tax)
Dismantling washroom Commode and fixing seat (Material with labor)	1	A	1*A=B
Total bid cost			B

- B₁” will determine the total bid cost for all items.
- Prices must be quoted for all items.

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

Roles & Responsibilities

Primary Responsibilities of the Firm

The procuring agency shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence.

A substantially responsive Tender is one which:

1. Meets the eligibility criteria given herein this tender document.
2. Meets the Technical Specifications for the items.
3. Meets the delivery period / point for the items.
4. Meets all parameters mentioned in General Instructions.
5. In compliance with the rate and limit of liquidated damages;
6. Offers fixed price quotations for the all items, whereby no optional offer /bid or price is allowed;
7. Is accompanied by the required Bid Security as part of financial bid envelope;
8. The original receipt of tender fee submitted, attached with technical bid envelope;
9. Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
10. A material deviation or reservation is one which affects the scope, quality or performance of the items or limits the procuring agency rights or the Bidder's obligations under the Contract.
11. The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation

Determination of Responsiveness of Bid

- Prior to the detailed evaluation of the bid, the Client will examine and determine the substantial responsiveness of the bid to the requirements of the bidding documents. A substantially responsive bid is one which:
 - meets the eligibility criteria.

- has been properly signed on the Bid Form;
 - The technical specifications should meet the technical. A Technical Specifications/Technical Bid Form of this document;
 - Offers fixed price exclusive of GST quotations i.e. the bid do not offer any scalable price quotation;
 - is otherwise complete and generally in order;
 - Conforms to all the terms, conditions and Specifications of the bidding documents, without deviation or reservation. A material deviation or reservation is one that:
 - i. Affects in any substantial way the scope, quality or performance of the Goods; or
 - ii. Limits in any substantial way, inconsistent with the bidding documents, the Client's rights or the Bidder 's obligations under the Contract.
- The Bidder 's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
 - The bid determined as not substantially responsive will be rejected by the Client and may not subsequently be made responsive by the Bidder by correction or withdrawal of the nonconforming deviation or reservation.
 - The Client may waive any minor informality or non-conformity or irregularity in the bid.
 - Correction of Arithmetical Errors: Bid determined to be substantially responsive will be checked by the Client for any arithmetic errors. Errors will be rectified as follows:
 - a. for the item wise bid price entered in paragraph of the Bid Form, if there is a discrepancy between the amounts in Figures and in words, the amount which tallies with the total Bid Price, shown in the Price Schedule, will govern unless the Bid Contains a specific statement confirming the total Bid Price.
 - b. Where there is a discrepancy between the unit rate and the total price resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and the total price shall be corrected, unless in the opinion of the Bidder, there is an obviously gross misplacement of the decimal point in the unit rate, in which case the total price for each item / equipment as quoted will govern and the unit rate will be corrected, and

- c. Where there is a discrepancy in the total price quoted in the Price Schedule vis- vis addition of each item / equipment, the total of the itemized prices will govern. The amount stated in the Bid Form will be adjusted by the Client in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the correction of the errors for any item / equipment in the Bid, his Bid will be rejected for the specific item / equipment and the Bid Security for that item / equipment will be forfeited.
- d. Corrected Total Bid Price: The price as determined after the application of arithmetic corrections shall be termed as Corrected Total Bid Price.

Responsibilities of the Procuring Agency

1. Facilitate the Bidder in the smooth provision of services.
2. Preventively performance monitoring of Bidder through a designated officer/officers.
3. Timely payment of Bidder invoices after provision of requisite documents and generation of the satisfactory monthly report.
4. Provide space/storage for equipment and miscellaneous items.

Form of Contract

This contract (hereinafter called the “contract”) is made at Lahore, the -----,

Between

Pakistan Drugs Testing and Research Centre (PDTRC), Primary & Secondary Healthcare Department (P&SH Department) through “Director/Chief Operating Officer PDTRC”

(Hereinafter Called the “Procuring Agency”)

And

Services having registered office at (ABC) through its “(XYZ)”

(Hereinafter Called the “Bidder”):

WHEREAS

- a) The Pakistan Drugs Testing and Research Centre (PDTRC), Primary and Secondary Healthcare Department invited the bids/tender “TENDER FOR REPAIR OF BUILDING & ELECTRIC WORK PAKISTAN DRUGS TESTING AND RESEARCH CENTRE (PDTRC), PUNJAB” thereafter in which the Bidder also participated and was declared as Lowest Evaluated Responsive Bidder.
- b) The Bidder has represented to the Procuring Agency that they have the required professional skills and personnel and technical resources have agreed to provide the services on terms and conditions outlined in this Contract as defined in the General Conditions/Special Conditions of the Contract and the Scope of services (hereinafter called as “Services”)
- c) The Procuring Agency has received a budget from the Government of the Punjab. It intends to apply a portion of the proceeds of this budget to eligible payments, if any, under the Contract. The procuring agency in response thereof after conducting need analysis has decided to repair of all items for an amount PKR ***** /- (In words) (The contract amount is not fixed cost; it shall be determined on as per Actual (APA) basis.)

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. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter hereby covenants with the Procuring Agency to provide the Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
3. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of the Services/Goods 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.
4. The Bidder 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.
5. Without limiting the generality of the fore going, Bidder 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.
6. The Bidder 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 the Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation, or warranty.
7. The Bidder 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 instruments, be voidable at the option of Government of the Punjab.

8. Notwithstanding any rights and remedies exercised by the Government of the Punjab in this regard, Bidder agrees to indemnify the Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Government of the Punjab in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by Bidder as aforesaid to obtain or induce the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab.
9. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The decisions taken and/or awards made by the Arbitrator shall be final and binding on the Parties.
10. The Contract shall not constitute a partnership between the parties and that the Bidder 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.
11. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract.
 - General Conditions of Contract;
 - Special Conditions of Contract;
 - Notification of Award / Advance Acceptance of Tender (AAT);
 - Scope of Services;
 - Appendices;
 - Bidding Documents;
 - any other Documents deem appropriate;
2. The mutual rights and obligations of the Procuring Agency and the Bidder shall be as outlined in the Contract, in particular:

- (a) The Bidder shall carry out the Services/Goods according to the provisions of the Contract; and
- (b) The Procuring Agency shall make payments, to the Bidder according to the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Primary & Secondary Healthcare Department,
Government of Punjab

Witness 1

Witness 2

Bidder

Witness 1

Witness 2

Preface of Contract

1. The standard Contract form consists of four parts: The Form of Contract to be signed by the Bidder and the Procuring Agency, the General Conditions of Contract (GCC); the Special Conditions of Contract (SCC); the Scope of Service & Appendices.

2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict the General Conditions.
3. Full requirements, terms, and conditions of the agreement will be agreed upon during clarification with the technical responsive Services/Goods providers. The form and content of the negotiated contract are expected to conform closely to the draft Contract Agreement as included in these Bidding Documents. Services/Goods providers will be expected to address all of the aspects of the General Conditions of Concession Contract in their submissions.

4. GENERAL CONDITIONS OF CONTRACT (GCC)

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) The Arbitrator is the person appointed jointly by the Procuring agency and the Bidder to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) “Consideration Amount” means the procuring agency shall make payment to the Bidder after deducting all applicable taxes in consideration of the services rendered to be performed by the Bidder under the contract.
- c) “Contract” means the contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d) “Contract Price” means the price to be paid for the performance of the Services, according to Clause 6;
- e) “Day works” means varied work inputs subject to payment on a time basis for the Bidder’s employees and equipment, in addition to payments for associated materials and administration.
- f) “Procuring agency” means the party who employs the Bidder
- g) “Foreign Currency” means any currency other than the currency of the country of the Procuring agency;
- h) “GCC” means these General Conditions of Contract;
- i) “Government” means the Government of the Punjab;
- j) “Local Currency” means Pak Rupee (PKR);
- k) “Party” means the Procuring agency or the Bidder, as the case may be, and “Parties” means both of them;
- l) “Personnel” means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof;

- m) “Bidder” is a person or corporate body whose Bid / Proposal to provide the Services has been accepted by the Procuring agency;
- n) “Bidder’s Proposal” means the completed Proposal / Bid submitted by the Bidder to the Procuring agency
- o) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- p) “Specifications” means the specifications of the service included in the Bidding Document submitted by the Bidder to the Procuring agency
- q) “Services” means the work to be performed by the Bidder according to this Contract, as described in Scope of services, Bidding Document, and attached Appendixes.

1.2 Applicable Law

The Contract shall be interpreted under the laws of the Islamic Republic of Pakistan.

1.3 Language

This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made according to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

1.5 Location

The Services shall be performed at such locations as are specified in Scope of services, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Procuring agency may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring agency or the Bidder may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the Procuring Agency

The Bidder shall permit the Procuring Agency to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Procuring Agency if so required.

1.8 Taxes and Duties

The Bidder and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.

2.2 Commencement of Services

2.2.1 Work Program

Before commencement of the Services, the Bidder shall submit to the Procuring agency for approval a Work Program showing the general methods, arrangements, order, and timing for all activities. The Services shall be carried out following the approved Work Program as updated.

2.2.2 Starting Date

The Bidder shall start carrying out the Services as specified in the SCC.

2.3 Intended Completion Date

Unless terminated earlier according to Sub-Clause 2.6, the Bidder shall complete the activities by the Intended Completion Date, as is specified in the SCC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For this Contract, "Force Majeure" means an event that 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.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care, and reasonable alternative measures to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, according to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such activities because of Force Majeure.

2.6 Termination

2.6.1 By the Procuring agency

The Procuring Agency may terminate this Contract, by not less than thirty (30) days written notice of termination to the Bidder, to be given after the occurrence of any of the events specified in below mentioned paragraphs of this Sub-Clause 2.6.1:

- (a) if the Bidder does not remedy a failure in the performance of its obligations under the Contract, within twenty-one (21) days after being notified or within any further period as the Procuring agency may have subsequently approved in writing.
- (b) The performance of services by the Bidder under this agreement shall remain under observation during the whole period of the agreement. In case the services are found unsatisfactory, below the specified standard or non-performance due to strike of the Bidder staff/manpower, this contract shall be terminated by the Procuring Agency after evaluation/probe report of the incident, if the subject was at the behest of the company or its employees, the contract will be terminated upon service of a notice period i.e., 30 days.
- (c) The Procuring Agency shall be entitled to terminate this Agreement forthwith at any time upon serving notice in the event of misconduct either on the part of the Bidder or its employees or non-performance of responsibilities and services by the Bidder. The termination shall be without prejudice to the acquired rights and liabilities of either party before termination. (Read with the previous clause)
- (d) Without prejudice to any other available rights/remedies, the Procuring Agency shall have the right to terminate this agreement at its option for any reason specifically provided hereunder or otherwise in case of any breach of this agreement by the Bidder.
- (e) In such events e.g., non-performance due to strike or violation of contract, the Bidder shall be BLACKLISTED as per the prevailing PPRA rules and Performance Guarantee will be encashed or the toolkits/tools/equipment may be confiscated.
- (f) Notwithstanding anything contained in this agreement, each party shall have the right to terminate this agreement upon 30 Days' written notice to the other party and upon written/recorded reasons for the same.

- (g) The Procuring Agency shall be entitled to terminate this Agreement forthwith at any time upon serving notice in the event of misconduct either on the part of the Bidder or its employees or non-performance of responsibilities and services by the Bidder.
- (h) If a procuring agency in its sole discretion and for any reason whatsoever decides to terminate the service contract, the termination shall be without prejudice to the acquired rights and liabilities of either party before termination.
- (i) if, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (j) If, the Bidder, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For this sub-clause, the terms set forth constitute corrupt or fraudulent activity:
 - i. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, Bidder, or Bidder in the procurement process or contract execution to the detriment of the procuring agency; or misrepresentation of facts to influence a procurement process or the execution of a contract;
 - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. “collusive practices” is an arrangement among Bidders (before or after Bid submission) designed to establish Bid prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
 - iv. “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;
 - v. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators 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 the Client's inspection and audit rights.

2.6.2 By the Bidder

The Bidder may terminate this Contract, by not less than thirty (30) days written notice to the Procuring Agency, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) If the Procuring agency fails to pay any monies due to the Bidder within the agreed timeline according to this Contract, and not subject to dispute according to Clause 7, the Bidder shall issue first notice that such payment is overdue. After forty-five (45) days of giving written first notice, if the procuring agency still fails to pay, the Bidder shall issue a second written notice. After fifteen days (15) of no response on second notice, the Bidder may give thirty (30) days termination notice; or
- (b) if, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3. Obligations of the Bidder

3.1 General

The Bidder shall perform the Services according to the Specifications and Scope, and carry out its obligations with all due diligence, efficiency, and economy, according to the generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Bidder shall always act, in respect of any matter relating to this Contract or the Services, as a faithful adviser to the Procuring agency, and shall at all times support and safeguard the Procuring agency's legitimate interests in any dealings with third parties.

3.2 Conflict of Interests

3.2.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder according to Clause 6 shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities according to this Contract or the Services or the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel and agents shall not receive any such additional remuneration.

3.2.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agrees that during the term of this Contract and after its termination, the Bidder and its affiliates shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Bidder nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, the Bidder shall not hire such public employees, in active duty or on any type of leave, which would conflict with the activities assigned to the Bidder to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality

The Bidder and its Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring agency's business or operations without the prior written consent of the Procuring agency.

3.4 Insurance to be Taken Out by the Bidder

The Bidder (a) shall take out and maintain at its own cost but on terms and conditions approved by the Procuring agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring agency's request, shall provide evidence to the Procuring agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Bidder's Actions Requiring Procuring Agency's Prior Approval

The Bidder shall obtain the Procuring agency's prior approval in writing before taking any of the following actions:

- (a) entering a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Scope ("Key Personnel"),
- (c) changing the Program of activities; and

(d) any other action that may be specified in the SCC.

3.6 Reporting Obligations

The Bidder shall submit to the Procuring agency the reports and documents specified in Scope in the form, in the numbers, and within the periods outlined in the said scope.

3.7 Documents Prepared by the Bidder to be the Property of the PA

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Bidder according to Sub-Clause 3.6 shall become and remain the property of the Procuring agency, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring agency, together with a detailed inventory thereof. The Bidder may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

3.9 Performance Guarantee

The Bidder shall provide the Performance Guarantee to the Procuring agency no later than the date specified in the Letter of acceptance / Advance Acceptance of Tender (AAT) in a form as specified in AAT. The Performance Guarantee shall be valid until a date 6 Months from the Completion Date of the Contract.

4. Bidder

4.1 Client:

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. The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions. The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

5. Obligations of the Procuring Agency

5.1 Assistance and Exemptions

The Procuring agency shall use its best efforts to ensure that the Government shall provide the Bidder with such assistance and exemptions as **specified in the SCC**.

5.2 Services and Facilities

The Procuring agency shall make available to the Bidder the Services and Facilities listed under Section – C, Scope of Services. Provision of the site free from all encumbrances for construction activity shall be the responsibility of the Procuring Agency.

6. Payments to the Bidder

6.1 Payment as per Actual Work Done

The Bidder's remuneration shall be paid on actual work done upon provision of invoice and complete set of documents required.

6.2 Contract Price

The price payable in Pak Rupees (PKR).

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Goods/Services by the Procuring agency shall be as **indicated in the SCC and scope of services**. The Procuring agency shall check the Bidder's performance and notify him of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Procuring agency may instruct the Bidder to search for a Defect and to uncover and test any service that the Procuring agency considers may have a Defect. The building defects liability period is 4 months, starting from the date mentioned on the "Completion Certificate".

7.2 Correction of Deficiencies, and Non-Performance Penalty

- (a) The Procuring agency shall give notice to the Bidder of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Deficiencies remain to be corrected.
- (b) Every time notice of Deficiency is given, the Bidder shall correct the notified Deficiency within the length of time specified by the Procuring agency's notice.
- (c) If the Bidder has not corrected a Deficiency within the time specified in the Procuring agency's notice, the Procuring agency will assess the cost of having the Deficiency corrected, the Bidder will pay this amount, and a Penalty for Non- Performance.

8. Force Majeure

- 8.1 For this Contract, "Force Majeure" means an event that 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.
- 8.2 The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care, and reasonable alternative measures

to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

- 8.3 Any period within which a Party shall, under this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure.

9. Forfeiture of Performance Security

- 9.1 The Performance Security shall be forfeited by the Bidder, on occurrence of any / all of the following conditions:

9.1.1 If the Contractor commits a default under the Contract;

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

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

- 9.2 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.

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

10. Termination for Default

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 Bidder 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.

11. Termination for Insolvency

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

12.1 Termination of Contract

12.1 If contract fail to ensure the delivery of items within frame time as per specified, procuring agency has right to terminate the contract.

12.2 No composition is by procuring agency upon termination of contract.

13. Settlement of Disputes

13.1 Amicable Settlement

13.1.1 The Procuring Agency and the Bidder 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.

13.1.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Bidder 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.

13.1.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The arbitrator will be appointed with the mutual consent of both the parties as referred in SCC. The decisions of the Arbitrator shall be final and binding on the Parties.

13.2 Dispute Settlement

13.2.1 If any dispute arises between the Procuring agency and the Bidder in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Arbitrator within 14 days of the notification of disagreement of one party to the other.

13.2.2 The Arbitrator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

13.2.3 Should the Arbitrator resign or die or should the Procuring agency and the Bidder agree that the Arbitrator is not functioning according to the provisions of the Contract, a new Arbitrator will be jointly appointed by the Procuring agency and the Bidder.

14. Authorized Representative

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

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

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

14.3 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.

14.4 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.

15. Fines & Penalties

15.1 Liquidated damages shall be levied @ 0.25% of the Contract Price which is attributable to such part of the Goods / the Services / the Works as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Bidder, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price. (This penalty will also be invoked on the commitments given by the Contractor in the technical proposal).

5. General Guidelines

1. The Bidder shall be liable to pay compensation for any loss and damage caused to the property of the Procuring Agency or its staff by the Bidder or its workers. The Bidder can also partner with an insurance company that will pay to compensate for the damage on behalf of the Services/Goods Provider.
2. The Bidder shall be entirely responsible for the conduct of its staff and in case of any complaint against any staff, Bidder will be under obligation to take necessary action to replace any staff (under the clause of persona non grata) when instructed in writing by the focal person appointed by the Procuring Agency. The Bidder shall observe all the laws and will be responsible for any prosecution or liability arising from breach of labor laws. The Procuring Agency shall not be responsible for any such action concerning staff on the rolls of the Bidder whatsoever.
3. In such circumstances when the Bidder is unable to provide the required services/goods, the Procuring Agency has the right to withhold payment and procure the services/goods of any other Bidder for the same financial amount.

6. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	The Arbitrator / Adjudicator is: Secretary, Primary & Secondary Healthcare Department
1.1 (b)	“Consideration Amount” means the procuring agency shall make payment to the Bidder after deducting all penalties, applicable taxes in consideration of the services rendered to be performed by the Bidder under the contract.
1.1 (c)	The contract name is: “TENDER FOR REPAIR OF BUILDING & ELECTRIC WORK AT PAKISTAN DRUGS TESTING AND RESEARCH CENTRE (PDTRC), PUNJAB” Bid Reference No. PDTRC/Tender-004/2024.
1.1 (f)	The Procuring Agency is: Director / Chief Operating Officer, Pakistan Drugs Testing and Research Centre, Primary and Secondary Healthcare Department, Government of the Punjab
1.1 (m)	The Bidder is >..... having registered office at -----, Lahore through its “-----”
1.2	The Applicable Law is: Laws of Islamic Republic of Pakistan
1.3	The language is: English
1.4	The addresses Director / Chief Operating Officer, Pakistan Drugs Testing and Research Centre Primary & Secondary Healthcare Department, Government of the Punjab 48/1, Kacha Lawrence Road, Lahore. Bidder: M/s ***** Attention: CNIC: Tel: Email:
1.6	The Authorized Representatives are: For the Procuring Agency: Pakistan Drugs Testing and Research Centre For the Goods/ Services Provider:
2.1	The Contract shall come into force with effect from the date on which both parties have signed the contract i.e., *****
2.2.2	Bidder shall commence the Goods/ Services within ten (10) days from the award of the contract.
2.3	2. Performance review of the Bidder. 3. Approval of Competent Authority. 4. Renewal of the Performance Guarantee by the Goods/ Services Provider.
6.2(a)	The approx. cost of the contract is PKR ***** /- (In words)

7. SCOPE OF SERVICES

The Pakistan Drugs Testing and Research Centre (PDTRC), Primary & Secondary Healthcare Department (P&SH Department) require the services for repair of Building & Electric Work.

SR #	Description	Estimated Cost	Bid Security Amount (2%)	Tender Opening Date & Time
1	Repair of Building & Electric Work	Rs. 2,500,000/- (2.5 million)	2 % of Estimated Cost	12 th February 2024 1100 hours

Goods/ Services providers must ensure the following points.

1. Delivery to be made of all items on the office of Pakistan Drugs Testing and Research Centre (PDTRC), Commercial Area North Sundar Industrial Estate, Sundar Raiwind Road, Lahore.
2. Timely supply of items in accordance with the approved quality/standards/specifications/ instruction as mentioned in the tender notice.
3. No violation of the agreement.
4. Items should be free from damage, dust, or any other defects. In case of any defects, the procuring agency may return the items to the bidder.
5. No deviation from the specified special instructions.
6. Should be in proper packing and to be assembled and fixed at proposed site/place.
7. Minimum 1-year warranty of quality related default.
8. Items should free from defect,
9. List of required items is attached as Appendix 1.
10. Installation of HVAC:
 - a. The Service Provider shall provide services for smooth and uninterrupted operation.
 - b. General service for complete HVAC System include the service of all part of HVAC (Chillers, cooling towers, Pumps, Motors, Air handling units, Fan coil units, valves, allied piping and its complete electrical system).
 - c. Services for immediate removal and appropriate disposal of waste, such as empty cans, scales of treated water etc.
 - d. Removal and fixing of false ceiling as required by the Service Provider for carrying out his work. The Service Provider shall be responsible for making good any damage to the false ceiling framing and tiles.

- e. The Service Provider shall ensure that the HVAC plant is operated, maintained & serviced efficiently to avoid breakdown during normal operation.
- f. The equipment operational observation shall be recorded at suitable intervals.
- g. Ensuring that the operation, maintenance and servicing of the entire HVAC System is being carried out adequately, smoothly and un-interrupted.
- h. It is responsibility of bidder to perform DOP Test to analysis the system is working properly.
- i. The bidder is responsible for the provision of skilled certified.
- j. All types of spare parts/gas and other consumable will be provided by the service provider.
- k. The service provider is responsible to perform all the services to the highest quality level.

11. Paint work:

Preparing the surface and painting with specified paint including rubbing the surface with rubbing brick / sand paper filling the voids with chalk/ plaster of Paris and then painting with specified paint.

12. Air Conditioners:

- a. The bidder is responsible for the provision of skilled certified.
- b. Service provider is directed to visit the site and make a compressive plan for operationalization of require units.
- c. Check and repair compressor and associated tubing for leakages & damages
- d. Ensure that ACs are functioning normally and rectify the problems
- e. Ensure that unit is properly working.
- f. Ensure that gas must be filled as per standards and filters are cleaned.
- g. Check and repair heating and cooling valve, Water Pumps, drainage and all the accessories.
- h. All types of spare parts & gas will be provided by the service provider

13. Civil work/ Dismantling washroom commode and fixing seat:

- a. Tiles work should be similar to existing tiles.
- b. Properly finished
- c. Properly clean area after completion of work.
- d. All types of material will be arrange by the service provider

14. Note: Price will be quoted after inspection of area and inclusive all taxes.

15. Lists of Works /Details is attached as Groups (Appendix 1)

APPENDIX-1 – LISTs OF Works /Details

Note: Visit the Pakistan Drugs Testing and Research centre, Commercial area north Sundar before quoting the prices.

A. GROUP 1: PAINT WORK WITH MATERIAL

LIST OF SERVICES + SPECIFICATIONS					
Sr.#	Name of items	Specification	Total Area to be Paint	Unit Rate (with material and Service)	Total Rates (with material and Service)
1	Enamel Paint (for indoor area with Material)	<p>Paint Features: Exhibits high gloss, lightfast non-lead pigments, resistance to mild chemical fumes attack, excellent resistance to abrasion</p> <p>Paint Manufacturer : well reputed company Warranty: 03years Other: rubbing, Priming, Pre coating (where req.), final coating, filling nail hole, masking (taping), smooth flat finish & cleaning area after completion of task. Color: color will be decided by procuring agency</p>	16000 SQ/FT		
2	Distemper Paint (for outdoor area with Material)	<p>Paint Features: Exhibits high gloss, excellent resistance to abrasion & weather condition, provides smooth finish, better coverage, better binding</p> <p>Paint Manufacturer : well reputed company Warranty: 03years Other: rubbing, Priming, Pre coating (where req.), final coating, filling nail hole, masking (taping), & cleaning area after completion of task. Color: color will be decided by procuring agency</p>	6000 SQ/FT		
3	Oil Paint (for doors with Material)	<p>Paint Features: Exhibits high gloss, provides sparkling effects, excellent resistance to abrasion & weather condition, provides smooth finish, resists rust and corrosion</p> <p>Paint Manufacturer : well reputed company Warranty: 03years Other: rubbing, Priming, Pre coating (where req.), final coating, filling nail hole, masking (taping), & cleaning area after completion of task. Color: color will be decided by procuring agency</p>	5000 SQ/FT		
4	Epoxy Paint (Patches only with Material)	<p>Paint Features: floor chemical resistance coating, high chemical resistance and non-dusting properties, provides heavy duty floor, exhibits high gloss Warranty: 03years Other: rubbing, Priming, Pre coating (where req.), final coating, filling nail hole, masking (taping), & cleaning area after completion of task. Color: color will be decided by procuring agency</p>	500 SQ/FT		

B. GROUP 2: REPAIR , SERVICES & MAINTENANCE OF HVAC

LIST OF SERVICES + SPECIFICATIONS					
<i>Sr.#</i>	<i>Name of items</i>	<i>Specification</i>	<i>No. of HVAC/Units</i>	<i>Unit Rate</i>	<i>Total Rates</i>
1	Installation of Ducts and Accessories	Supply fabrication and installation of prime quality G.I sheet of approved gauge 24. Overall ducting repair and complete air leakage cover and filling. Complete in all aspect Service provide will quote price after the visit the site	01		
2	Service of HVAC (with parts replacements)	<ul style="list-style-type: none"> • Refrigerant R-22 each cylinder • Filter dryer ½: 04 • Blower motor belt replace • Compressor oil 4GS • G4 filter and pre filter replace : 03 • Electric control panel repair and EOR, time relay replace • Condenser and evaporator, soldering and pressure testing • Unit full services 	02		
3	HEPA Filter (Replacement)	<ul style="list-style-type: none"> • HEPA Filter large size APS EN 1822: Qty.04 • HEPA Filter small size APS EN 1822: Qty.04 	02		
3	DOP) Test	Air Test balancing variation (as per official monograph/requirement)	02		

C. Group 3: REPAIR & MAINTENANCE OF AIR CONDITIONER

LIST OF SERVICES + SPECIFICATIONS					
<i>Sr.#</i>	<i>Name of items</i>	<i>Specification</i>	<i>No. of Units</i>	<i>Unit Rate</i>	<i>Total Rates</i>
1	AIR Conditioners	Repair, maintenance and service of out of order air conditioners	8		
Note: Price will be quoted after inspection of all air conditioners.					

D. Group 4: Civil Work

LIST OF SERVICES + SPECIFICATIONS					
<i>Sr.#</i>	<i>Name of items</i>	<i>Specification</i>	<i>No. of Units</i>	<i>Unit Rate</i>	<i>Total Rates</i>
1	Dismantling washroom commode t and fixing seat	Dismantling washroom commode and fixing seat+ Tiles fixing	1		
Note: Price will be quoted after inspection of area.					

Appendix-2 – Performance Guarantee Format

FORM OF PERFORMANCE SECURITY

..... 24

To:

Chief Operating Officer Pakistan Drugs Testing and Research Centre, Punjab
** Address*

PERFORMANCE SECURITY NO. (the **Guarantee**)

We, [●]³, being the Guarantee issuing bank (the **Issuing Bank**) understand that [●] a company incorporated under the laws of [●] having its registered office located at [●] (the **Service / Goods Provider**) has been selected as the successful Bidder following a tendering process for the Procurement of Security Services for ** Name**.

Further, we understand that pursuant to such tender process, the Bidder is required to provide ** Name** with a performance bond equal to PKR _____ (05% of annual quoted price of contract).

The above premised, we (the Issuing Bank) hereby undertake irrevocably and unconditionally to pay to **Name**, without any notice, reference or recourse to the Bidder or to any other entity or without any recourse or reference to the Contract, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

PKR _____

(The **Guaranteed Amount**)

³Insert name of Issuing Bank;

at sight and immediately, however not later than within five (5) business days from the date of receipt of the ** Name** first written demand (the **Demand**) at the Issuing Bank's offices located at [●], such Demand shall state that the Bidder is entitled to make a demand under the Guarantee and shall set out the total amounts demanded.

The Demand shall only be honored by us, if it is made by and bears the signature of the Director/ Chief Operating Officer, Pakistan Drugs Testing and Research Centre, Punjab of ** Name**.

We, the Issuing Bank, shall unconditionally honor a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

This Guarantee shall come into force and shall become automatically effective upon the signing of the contract between **** Name**** and Bidder.

After having come into force, this Guarantee and our obligations hereunder will expire on [*Insert date and time*] (the **Guarantee Expiry Hard Date**) (6-months after the expiry of the contract) provided that, in the event that the Procuring Agency issues a Demand to the Issuing Bank on or immediately prior to the Guarantee Expiry Hard Date, the Issuing Bank shall honour that Demand.

Upon expiry, this Guarantee shall be returned to the Bidder without undue delay. Multiple Demands may be made by **** Name**** under this Guarantee but our aggregate liability will be restricted up to the Guaranteed Amount.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between **** Name**** and the Bidder without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Guarantee for its validity period shall not be affected in any manner by any change in our constitution or of the Bidder 's constitution or of their successors and assignees and this

Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract or other instruments are by way of reference only and shall not affect our obligations to make payment under the terms of this Guarantee.

**** Name**** may not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without our prior written consent, which consent shall not be unreasonably withheld or delayed.

If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee.

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against us under the applicable laws and under the laws of the jurisdiction where this Guarantee is issued. Further, that the signatory (ies) to this Guarantee is/are our duly authorized officer(s) to execute this Guarantee.

****Signed by authorized signatory****

Appendix-3 – Conflict of Interest Undertaking

To,

Chief Operating Officer,
Pakistan Drugs Testing and Research Centre,
Primary & Secondary Healthcare Department, Government of the Punjab.
48/1, Kacha Lawrence Road, Lahore

SUBJECT: CONFLICT OF INTEREST

Reference to the contract/purchase order/supply order no.-----
----- titled----- Dated-----, which we have entered into/received
from the Pakistan Drugs Testing and Research Centre, Primary & Secondary Healthcare
Department.

We hereby conform that we (including our company, firm, associates,
subsidiaries, and related parties) have not entered any contract (including employment contract),
transaction, or any other business/other relationship, with any person (including the current
employee, ex-employee or any relative/associate of the employee or ex-employee) or
organization, in conflict of our contractual obligation under the said contract.

We also confirm that we shall not enter any of above-mentioned contract
transaction or relationship in future unless we obtain written permission from Chief Operating
Officer Pakistan Drugs Testing and Research Centre, Primary & Secondary Healthcare
Department.

**AUTHORIZED
REPRESENTATIVE
NAME OF THE COMPANY**

Note: This must be printed on Company Letter Head

Appendix-4 – Undertaking for Blacklisting

UNDERTAKING

I/we, the undersigned solemnly conform and declare that we, M/s _____, is not blacklisted/de-registered/debarred by any Federal or Provincial Government Department/ Organizations/ Autonomous Bodies/ Institutions/ and any other public sector body anywhere in Pakistan.

Furthermore, M/s _____ is not in litigation with any of its customer public sector departments/organizations/autonomous bodies/ institutions and any other public sector local bodies anywhere in Pakistan.

**AUTHORIZED
REPRESENTATIVE
NAME OF THE COMPANY**

Note: *This will be printed on stamp paper worth Rs. 100*