

# **BIDDING DOCUMENT**

**FOR**

**ACQUIRING HOSTEL FOR STUDENTS OF SHEIKH  
ZAYED MEDICAL COLLEGE/HOSPITAL, RAHIM YAR  
KHAN**



**(FINANCIAL YEAR 2024-25)**

**SHEIKH ZAYED MEDICAL  
COLLEGE RAHIM YAR KHAN**

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## SECTION-I: INVITATION TO BIDS INVITATION TO BIDDERS

### ACQUIRING HOSTEL FOR STUDENTS OF SHEIKH ZAYED MEDICAL COLLEGE/HOSPITAL, RAHIM YAR KHAN

Sheikh Zayed Medical College/Hospital intends to hire a hostel for students of Sheikh Zayed Medical College, Rahim Yar Khan.

2. The Bidders will have to arrange the suitable building to be hired as Hostel according the requirement in mentioned in the bidding documents. The contract will be signed for a period of one year (extendable).

3. Bidding document containing detailed specifications and terms & conditions in English language, can be got by the interested Bidders on the submission of a written application to the addressee below at website of Punjab Procurement Regulatory Authority <http://ppra.punjab.gov.pk>.

4. Bidding will be conducted through Single Stage - Two Envelopes bidding procedure as per Rule 38 (2) (a) of Punjab Procurement Rules 2014. (Amended)

5. Bids must be delivered to the addressee below on or before ~~28.09.24~~ at 10:30 am Hours. The bidder shall deposit a 2% bid security as specified in the advertisement. The Bids will be opened on the same day at 11:00 am Hours in the presence of the Bidders' representatives who may choose to be present at the address below. Interested eligible Bidders may obtain further information from *Procurement Department of Sheikh Zayed Medical College/Hospital* at the address given below before bid opening date within working hours. Bid Validity is 180 days from the date of opening of bids. Late Bids shall be rejected.

6. Sheikh Zayed Medical College/Hospital will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In case of official holiday on the day of submission, next day will be treated as closing date.

**Procurement Office**  
**Sheikh Zayed Medical College/Hospital,**  
**Rahim Yar Khan**  
**Tel: 068-9230164**





## Section-II: Instructions to Bidders (ITB)

### Note:-

- All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the later shall prevail.
- In case of conflict between Invitation to Bidders and Bidding Document, the provisions of bidding documents shall prevail.

### 2.1. Introduction

- 2.1.1 Scope of Bid
- i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of services as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII-Schedule of Requirements. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the BDS. The successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS. Any Bid covering partial scope of services will be rejected as non-responsive.
- 2.1.2 Source of Funds
- i) The Procuring Agency named in the Bid Data Sheet has received budget from the Hostel funds of Sheikh Zayed Medical College. The Procuring Agency intends to apply the provided funds / a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.
- 2.1.3 Eligible Bidders
- i) The Invitation to Bids is open to all Service Providers i.e. association of firms/companies/Landlord / JVs, registered with relevant Registration Authorities and Tax Departments/Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.), except as provided hereinafter.
- ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation to Bids.
- iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
- iv) Bidders shall not be under a declaration of blacklisting by

any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA). During the Procurement Process / execution of the Contract, if the firm/ bidder is blacklisted by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA), if such blacklisted bidder wants to execute the contract awarded after its blacklisting, the bidder/ firm shall provide 100% Bank Guarantee against the awarded Contract value and in case the bidder regret to do so then the Procuring Agency may proceed with second lowest evaluated bidder.

- v) In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract. Maximum number of JVs member shall **not exceed three (03)**.
- vi) The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney (to be signed by all signatories of JV partners) to the Procuring Agency.
- vii) Any agreement that form a **Joint Venture, Consortium Or Association** shall be required to be submitted as part of the Bid and shall be attested and shall be valid during the currency of the contract in response to this Invitation to bids.
- viii) Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
- ix) The invitation for Bids is open to all prospective bidder/service provider subject to any provisions or licensing/regulatory requirements issued by the respective national/ provincial professional statutory body established for that particular trade or business.



x) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.
- b) Have controlling shareholders in common; or
- c) Receive or have received any direct or indirect subsidy from any of them; or
- d) Have the same legal representative for purposes of this Bid; or
- e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

xi) A Bidder may be ineligible if—

- (a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
- (b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
- (c) Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
- (d) The Bidder is convicted, by a final judgment, of any



offence involving professional conduct;

- (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
- (f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
- (g) The firm, service provider is blacklisted/ debarred by any international organization.
- xii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- xiii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
- xiv) Bidder shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

#### 2.1.4. Eligible Goods and Services

- i) All goods and related services to be provided under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.
- ii) All expenditures made shall be limited to such goods and services under the contract / purchase order.
- iii) The origin of goods and services is distinct from the nationality of the Bidder. *In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.*

#### 2.1.5. Cost of Bidding

- i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible

or liable for those costs, regardless of the conduct or outcome of the Bidding process.

**2.1.6. One person one bid**

- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
- ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

**2.1.7. Work Plan/Deputation Plan**

- i. The Bidder shall be responsible for the provision of bids as per work plan/deputation plan formulated by the procuring agency and procuring agency may also, from time to time amend the same as per its requirement.

**2.2. The Bidding Documents**

**2.2.1. Content of Bidding Documents**

- i) The services required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
  - (a) Invitation to Bids
  - (b) Instructions to Bidders (ITB)
  - (c) Technical Specifications
  - (d) Bid Data Sheet
  - (e) General Conditions of Contract (GCC)
  - (f) Special Conditions of Contract (SCC)
  - (g) Schedule of Requirements
  - (h) Bid Form
  - (i) Bidder Profile Form
  - (j) General Information Form
  - (k) Affidavit
  - (l) Bid Security Form
  - (m) Technical Bid Form





- (n) Contract Form
- (o) Financial Bid Form / Price Schedule
- (p) Performance Guarantee Form
- (q) Check List

- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB 2.2.1 (i) above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
- iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

#### 2.2.2. Clarification of Bidding Documents

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS.
- iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification

provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in ITB 2.2.2 (i), above. However, this clause shall not apply in case of alternate methods of Procurement.

- iv) Copies of the Procuring Agency's response as prescribed in ITB clause 2.2.2 (iii) above will be uploaded on the website of procuring agency. The prospective bidders are advised to regularly visit the website of the procuring agency for any clarification issued vide ITB clause 2.2.2 (iii) above.
- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 2.2.3.
- vi) If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents and by uploading same on the website of the procuring agency. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

#### 2.2.3. Amendment of Bidding Documents

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, 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. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.





- ii) Before 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 or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
- iii) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g. email that secures record of the content of subject communication.
- iv) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

## 2.3. Preparation of Bids

### 2.3.1. Language of Bid

- i) 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 the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

### 2.3.2. Bid Form

- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the services to be provided. A brief description of services or any other service required under the contract to be provided.

### 2.3.3. Bid Prices

- i) The Bidder shall indicate on form 8.10 the unit prices and prices of the Services to be performed under the Contract like per square feet for storage and allied services and per kilometer price for transportation and allied services etc & total bid price (inclusive of all applicable taxes, road taxes and duties etc.) (where applicable) and total Bid price of the services it proposes to supply under the contract.
- ii) Prices indicated on the Price Schedule shall be as per format on form 8.10 [Financial Bid Form / Price Schedule]
- iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the

Procuring Agency's right to contract on any of the terms offered.

- iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

**2.3.4. Bid Currencies**

- i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.
- ii) The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

**2.3.5. Documents Establishing Bidder's Eligibility and Qualification**

- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
  - (a) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
  - (b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**2.3.6. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all related services which the Bidder proposes to provide under the contract.
- ii) The documentary evidence of the eligibility of the services shall consist of a statement in the Price Schedule/Financial Bid Form of services offered
- iii) The documentary evidence of Service conformity to the Bidding documents, may be in the form of literature,



drawings and data. The bidder shall furnish documentation as per BDS.

- iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.
- v) Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
- vi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Procuring Agency.
- vii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

#### **2.3.7. Bid Security**

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 238 (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
  - (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for **thirty (30) Days**, beyond the Bid validity period prescribed in BDS.
- iv) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.



- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible upon written request, after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

*"38(2)(a)(vii) the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:*

*provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency".*

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vii) The Bid security may be forfeited:
- If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
  - In the case of a successful Bidder, if the Bidder:
    - Fails to sign the contract in accordance with ITB Clause 2.6.3; or
    - Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
    - If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

**2.3.8. Period of  
Validity of Bids**

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of



validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

**2.3.9. Format and Signing of Bid**

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.
- ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.
- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.
- iv) Any interlineation, erasures, or overwriting shall be not be accepted & such bid shall be rejected.
- v) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be signed and stamped by the authorized person.
- vi) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

**2.3.10. Minimum Wage rates / all applicable taxes**

The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid

**2.4. Submission of Bids**



#### 2.4.1 Sealing and Marking of Bids

- i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- ii) The inner and outer envelopes shall:
  - a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
  - b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE 28.09.24 at 11:00 am  
*[to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.]*
- iii) 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 "late".
- iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the Procuring Agency will assume no responsibility for the Bid's misplacement or premature opening.
- v) In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.  
**Note:** The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.
- vi) The inner and outer envelopes shall:
  - a) Be addressed to the Procuring Agency at the address given in the BDS; and
  - b) Bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS, the Invitation to Bids (ITB) title and number indicated in the BDS, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the BDS, pursuant to ITB 2.4.2.
- vii) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial





Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:

- a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
- b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
- (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.

viii) The inner and outer envelopes shall:

- a) be addressed to the Procuring Agency at the address provided in the BDS;
- b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;
- c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to ITB.2.4.3.

ix) If all envelopes are not sealed and marked as required by ITB 2.4.1 or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.

#### **2.4.2 Deadline for Submission of Bids**

- i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet. Bids received through courier services shall not be entertained.
- ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- iii) Bids shall be received by the Procuring Agency at the address specified under BDS no later than the date and time specified in the BDS.

#### 2.4.3. Late Bids

- i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
- ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

#### 2.4.4. Modification and Withdrawal of Bids

- i) The Bidder may modify or withdraw its Bid before bid submission time.
- ii) No Bid may be modified or withdrawn after the deadline for submission of Bids.
- iii) 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 by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).

### 2.5. Opening and Evaluation of Bids

#### 2.5.1. Opening of Bids by the Procuring Agency

- i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
- ii) The Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
- iii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate



interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.

- iv) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- v) Bidders are advised to send a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
- vi) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to 2.4.3 (i).
- vii) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum; the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- viii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- ix) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.  
*[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]*
- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency

#### 2.5.2. Confidentiality

processing of Bids or award decisions may result in the rejection of its Bid.

- iii) Notwithstanding ITB Clause 2.2.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

#### 2.5.3. Clarification of Bids

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.
- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
  - a) Evaluation & qualification criteria;
  - b) Required scope of work or specifications;
  - c) All securities requirements;
  - d) Tax requirements;
  - e) Terms and conditions of bidding documents.
  - f) Change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

#### 2.5.4. Preliminary Examination

- i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have



been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

- ii) Prior to detailed evaluation pursuant to Clause ITB 2.5.8, the evaluation committee will determine the responsiveness of the Bids.
- iii) Arithmetical errors will be rectified on the following basis:-
  - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the **unit price shall prevail**, and the total price shall be corrected. If the Service Provider does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
  - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iv) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a 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, such as those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. 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.
- v) If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- vi) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
  - a) Meets the eligibility criteria defined in ITB 2.1.3 and ITB 2.1.4;
  - b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
  - c) Has been properly signed;
  - d) Is accompanied by the required securities; and
  - e) Is responsive to the requirements of the Bidding

#### Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

#### 2.5.5. Examination of Terms and Conditions; Technical Evaluation

- i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

#### 2.5.6. Correction of Errors

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
  - a) If there is a discrepancy between unit prices 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, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
  - b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
  - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
  - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in



accordance with ITB 2.3.8.

**2.5.7. Conversion to Single Currency**

- i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

**2.5.8. Post-Qualification & Evaluation of Bids**

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial & technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required for complete scope of work and services.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or package wise evaluation inclusive of prevailing taxes, duties, fees along with observance of minimum wages etc.

**2.5.9. Contacting the Procuring Agency**

- i) Subject to ITB Clause 2.5.3, 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 evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.

- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

**2.5.10. Grievance Redressal**

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iv) 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 Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single



stage one envelop bidding procedure is adopted.

- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

## 2.6. Award of Contract

### 2.6.1. Notification of Award

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter and by email to be confirmed in writing by registered letter, that **its Bid has been accepted**. In order to save time, the successful bidder through its authorized representative can also receive the notification of award from procuring agency.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).
- iv) Notifications and announcements to the JV or Partnership will be made to the Lead Partner or Pilot Partner or Coordinator associates

### 2.6.2. Performance Guarantee

- i) **Within seven (07) days** of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.



**2.6.3. Signing of Contract/  
Issuance of Purchase Order**

- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.
- ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
- iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

**2.6.4. Award Criteria**

- i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

**2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award**

- i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).

**2.6.6. Procuring Agency's Right to Accept or Reject All Bids**

- i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.
- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any
- iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

**2.6.7. Re-Bidding**

- i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.



2.6.8. Corrupt or  
Fraudulent  
Practices

- i) The Procuring Agency Bidders, Service Providers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

*"(d) 'corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels 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; it may include any of the following:*

- 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. *Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. *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 process."*

**ii) Blacklisting & Debarment:**

Blacklisted firms and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

**Requirements & Procedure for Blacklisting & Debarment:**

As per S-17A of PPRA, Act, 2009:

**"17A. Blacklisting.**— (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

**21. Blacklisting.**—(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:

- (a) acted in a manner detrimental to the public interest or good practices;
- (b) consistently failed to perform his obligation under the Contract;
- (c) not performed the Contract up to the mark; or
- (d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

- (a) shall forward the decision to the Authority for



publication on the website of the Authority; and

(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

#### **SCHEDULE**

see sub-rule (6) of rule 21

#### **BLACKLISTING MECHANISM OR PROCESS**

1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.
2. The show cause notice shall contain:
  - (a) precise allegation, against the bidder or Contractor;
  - (b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and
  - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.
3. The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.

4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Contractor the order of debaring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may*



call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.

15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.
16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.
17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."

- iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

**2.6.9. Volume of the services to be considered in mind**  
[Framework Contract Modality]

- i) While quoting the rate in a framework contract, the Bidder must consider the following facts:
  - a. Certain services as prescribed in Bid Data Sheet.
  - b. The Bidder have to maintain the rates of the services for the whole financial year.
  - c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

**2.7**  
**Price**  
**Reasonability**  
**Certificate**

The Service Provider shall Certifies on judicial stamp paper that the prices quoted to the SHC&ME Department, Government of the Punjab reasonable and not exorbitant / higher than current market prices offered by other service providers.

## Section-III. SCOPE OF SERVICES

### 3.1 REQUIRMENTS

The Procuring Agency requires fully equipped hostel facility for students to enable them to discharge their services.

3.1.1 The Service provider shall provide clean, hygienic and presentable building to be used as student hostel at some suitable place surrounding the Sheikh Zayed Medical College Rahim yar Khan.

3.1.2 The hostel shall have:

- Adequate space and number of rooms as per requirement of the college more specifically defined in the **schedule of requirements**
- Pest Free Properly ventilated rooms
- Adequate number of washrooms.
- Emergency Exit
- Fire extinguishing equipment
- Adequate number of Electric appliances like Fans & Light.

3.1.3 Service Provider shall provide 100% space for 12 months as per the contract.

3.1.4 The Procuring Agency shall serve notice of 30 days to Service Provider prior to hiring/ vacation of any additional space requisitioned under this contract.

3.1.5 The space so committed to provide shall be solely dedicated to the Procuring Agency and not to be shared with any other client of the Service Provider.

3.1.6 Service Provider shall implement full services within 30 days of date of award.

3.1.7 Service Provider shall be responsible for building maintenance, provide utilities for water, gas and electricity etc during the contract term.

3.1.8 The Service Provide will be responsible for the arrangement of Adequate Power Backup for main lighting for minimum two hours.

### 3.2 HOSTEL OPERATIONS

The Procuring Agency shall monitor the performance of the service provider during the execution of the contract for gauging and determining the adequacy of the performance. Service Provider shall provide unhindered access to the Procuring Agency and its representatives to premises, and other related issues on a one-hour prior notice.

### 3.3 DURATION

The duration of the contract will be 12 months from the date of award of the Contract (Extendable subject to satisfactory performance with an increase of maximum 10% contract cost annually).



## Section-IV: Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section II. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	<p><b>Name of Procuring Agency:</b> Sheikh Zayed Medical College/Hospital, Rahim Yar Khan</p> <p><b>Subject of procurement is:</b> Acquiring Hostels for Students of Sheikh Zayed Medical College/Hospital, Rahim Yar Khan</p> <p><b>Period for service delivery:</b> One Year (Extendable with an increase of maximum 10% contract cost annually)</p> <p><b>Place of service delivery:</b> As described in the scope of services and schedule of requirement</p> <p><b>Commencement date:</b> 30 days after Signing of Contract</p>
2.	2.1.2	<p><b>Financial year for the operations of the Procuring Agency:</b> 2024-25</p> <p><b>Name of Project/ Grant:</b> Acquiring Hostels for Students of Sheikh Zayed Medical College/Hospital, Rahim Yar Khan</p> <p><b>Name of financing institution:</b> Hostel Funds of Sheikh Zayed Medical College</p>
3	2.3, 2.4,	Procedure for Selection of Contractors
	2.5 & 2.6	Single Stage Two Envelopes Bidding Procedure defined under Rule 38(2) (a) of Punjab Procurement Rules 2014 (Amended)

B. Bidding Documents		
4	2.2.2	The address for clarification of Bidding Documents is Procurement Department, Sheikh Zayed Medical College/Hospital, Rahim Yar khan
5	2.2.2	<b>PRE-BID MEETING</b> No Pre-bid for this procurement
6	2.3.9	One (01) complete bid (including separate technical & financial bid) is required to be submitted in original
C. Bid Price, Currency, Language and Country of Origin		
7	2.3.1	Bid Language is English The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.
8	2.3.4	The price quoted shall be in <b>Pakistan Rupee</b>
9	2.3.4 2.3.3	The quoted prices shall be inclusive of all applicable taxes, duties. Minimum wages etc. fixed by the Govt. shall be followed during the currency of the contract. The prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. <b>An increase of maximum 10% shall be allowed annually.</b>
D. Preparation and Submission of Bids		
13.	2.1.3	Evaluation criteria is described in Section F below "Bid Evaluation Criteria" of the Bid Data Sheet.
14.	2.3.6	Spare parts not required
15.	2.2.2	<b>Bid shall be submitted to:</b> Procurement Department Sheikh Zayed Medical College/Hospital, Rahim Yar khan
16.	2.4.2	<b>BID SUBMISSION</b> Day : <u>Saturday</u> Date : <u>28.09.2024</u> Time : 1100 hours
17.	2.5.1	<b>BID OPENING</b> Day : <u>Saturday</u> Date : <u>28.09.24</u> Time : 1130 hours Venue : Committee Room of Sheikh Zayed Hospital, Rahim Yar khan





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*(Handwritten signatures and initials)*



18.	2.6.2	Amount of Performance Guarantee is 2% of the contract Value
19.	2.3.8	There is 2% Bid Security for this purpose.
20.	2.3.9	Bid validity period after opening of the Bid is: 180 Days
21.	2.3.9	Number of copies of the Bid to be provided.
<b>E. Opening and Evaluation of Bids</b>		
22.	2.5.1	The Bid opening shall take place at: <b>BID OPENING</b> Day : <u>Saturday</u> Date : <u>28.09.24</u> Time : 1130 hours Venue : Committee Room of Sheikh Zayed Hospital, Rahim Yar Khan
23.	2.3.5	The currency that shall be used for Bid evaluation is: Pakistan Rupee
24	2.5.8	<b>F. Bid Evaluation Criteria</b>

<p style="text-align: center;"><b><u>BID EVALUATION CRITERIA</u></b></p> <p style="text-align: center;"><b><u>KNOCK DOWN CRITERIA COMMON FOR ALL BIDDERS</u></b></p> <p>i. Valid Computerized National Identity Card</p> <p>ii. NTN &amp; Active Taxpayer List (ATL).</p> <p>iii. Location of Hostel shall be in surrounding area of radius of 1 KM.</p> <p>iv. Acceptance of terms and conditions / tender bidding documents.</p> <p>v. The Building Provide shall provide an undertaking on notarized judicial stamp paper of Rs.500/- to the effect that</p> <p style="margin-left: 40px;">a. The bidder is not convicted from any court of law.</p> <p style="margin-left: 40px;">b. The bidder is not blacklisted / Defaulter by any authority in Punjab.</p> <p style="margin-left: 40px;">c. The bidder is not declared poor performer by any authority.</p> <p>vi. The firm shall provide Complete Layout of premises.</p> <p>Note: The evaluation of the Building will be conducted by physically inspecting the site for its suitability (Location, Condition, Space etc.) and adherence to the defined criteria.</p>		
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## SECTION-V: GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Agency and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- (e) "Defect" means an error or flaw in the process affecting performance and potentially causing harm, a shortcoming that may lead to damage or critically altering the construction of goods, materials and rendering of services leading to their obliteration.
- (f) "GCC" means the General Conditions of Contract contained in this section.
- (g) "SCC" means the Special Conditions of Contract.
- (h) "The Procuring Agency" means the organization purchasing the Goods & Services, as named in SCC.
- (i) "The Procuring Agency's country" is the country named in SCC.
- (j) "The Service Provider" means the Bidder or firm supplying the Goods and Services under this Contract.
- (k) "The Project Site," where applicable, means the place or places named in SCC.
- (l) "Day" means calendar day.
- (m) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the Special Conditions to act on their behalf in exercising all the Service Provider" rights and



obligations towards the Procuring Agency under this Contract;

- (n) "Party" means the Procuring Agency or the Service Provider, as the case may be, and "Parties" means both of them;
- (o) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) "Service Provider" is a person or corporate body whose Proposal to provide the Services has been accepted by the Procuring Agency;
- (q) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Scope of services, Proposal document and attached Annexure "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions.

## 2. Application

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

## 3. Country of Origin [where applicable]

3.1. All goods and related services to be provided under the contract shall have their origin in the countries and territories eligible under the rules further elaborated in SCC.

3.2. The origin of Goods and Services is distinct from the nationality of the Service Provider In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

## 4. Standards / Reporting

4.1. The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications/work plan/deputation plan.

4.2 In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.

4.3 The Service Provider shall submit to the Procuring Agency the reports and documents specified in Scope in the form, in the numbers, and within the periods set forth in the said scope.

4.4 All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 4.4 shall become and remain the property of the Procuring Agency, and the Service Provider 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 Service Provider 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.

**5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.**

5.1. The Service provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The Service provider shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.

5.4. The Service provider shall permit the Procuring Agency to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the donors, if so required by the donors.

**6. Patent Rights**

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

**7. Performance Guarantee**

7.1. Within seven (07) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Service provider's failure to complete its obligations





under the Contract.

7.3 As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or
- (b) a Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque cashier's or certified cheque or CDR.

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

## 8. Inspections

8.1. The Procuring Agency or its representative shall have the right to inspect the premises of the service provider to confirm their conformity to the Contract specifications. SCC and the Technical Specifications shall specify what inspections the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Service provider in writing, in a timely manner, of the identity of any representatives nominated for these purposes.

8.2. The inspections may be conducted at the premises of the Service Provider or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Service provider or its subcontractor(s) (if so allowed by the Procuring Agency), all reasonable facilities and assistance, including access to all the areas, shall be furnished to the inspectors at no charge to the Procuring Agency.

8.3. Should any inspected area fail to conform to the Specifications, the Procuring Agency may reject it, and the Service Provider shall replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.

8.4. The Procuring Agency's right to inspect at any time during

the contract period and, where necessary, reject the services being offered by the Service Provider at his premises.

8.5. Nothing in GCC Clause 8 shall in any way release the Service Provider from any warranty or other obligations under this Contract.

**9. Packing**

9.1. The Service provider (if required) shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

**10. Delivery and Documents**

10.1. Delivery of the Goods shall be made by the Service Provider in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Service Provider are specified in SCC.

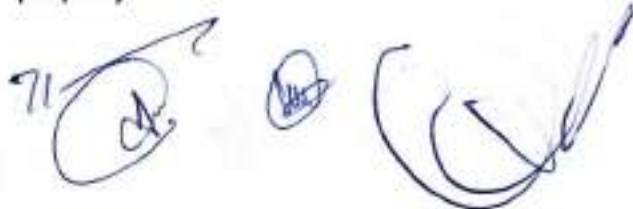
10.2. Upon delivery, the Procuring Agency shall give receiving certificate to the Service Provider with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the Service Provider to put up the bill".

10.3. For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms*

10.4. Documents to be submitted by the Service Provider are specified in SCC.

10.5 For Delivery of the goods the Service Provider shall follow SCC.

10.6 The procuring agency shall obtain receiving of authorized person of the delivered goods and document properly.





Financial calculations are required by the Service Provider, elaborating the fixed and variable costs for the delivery locations

11. **Insurance** 11.1. The Service Provider shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors", as the case may be) 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**; 11.2 The Service Provider 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.

12. **Incidental Services** 12.1. The Service Provider may be required to provide incidental services as specified in the SCC and the cost of which shall be included in total bid price.

13.2 The Procuring Agency will not pay any extra amount against any expenditure incurred on it, as the Contract shall be construed as fixed amount Contract and includes all costs.

13.3 The Procuring Agency will provide all the necessary documentations for facilitation but no amount to be given in any case except the Contracted amount.

13.4 All the duties, taxes, road taxes etc. will be borne by the Contracting firm. However, Procuring Agency will provide all necessary documents for facilitation but no amount to be given in any case except the Contracted amount.

13.5. Prices charged by the Service Provider for incidental services shall be included in the Contract Price for the Goods and shall not exceed:

- (i) the prevailing rates charged for other parties by the service providers for similar services; and
- (ii) original price of goods.

13. **Service Provider's Actions Requiring Procuring Agency's Prior Approval**

The Service Provider shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- (a) entering into 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 any other action that may be specified in the SCC.

14. **Warranty** 15.1. Service Provider shall be responsible for rendering absolute warranties of all the items to the Procuring Agency as required under relevant Laws of Pakistan. The Service Provider shall perform following tasks at the minimum:

- a. Part identification and defect analysis
- a) Reporting of claim to vendor
- b) Notification of incident that caused damage to the manufacturer and Procuring agency
- c) Adopting and communicating measures for incident remediation.

15.2 All goods subject to this contract shall be accompanied by the necessary warranty specified in the SCC

15.3. The Procuring Agency shall promptly notify the Service Provider in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the Service Provider shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.

15.5. If the Service Provider, having been notified, fails to rectify the warranty defect(s) within the period specified in SCC, within a specified period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Service Provider's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Service Provider under the Contract/relevant provision of PPR-14 including Blacklisting.

16. **Payment** 16.1. The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.

16.2. The Service Provider's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider.



provided the supplies are as per specified terms and conditions.

16.4. The currency of payment is **Pakistan Rupees (PKR)**.

**17. Prices**

17.1. Prices charged by the Service Provider for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its Bid, with the exception of any price adjustments authorized in SCC.

**18. Change Orders**

18.1. The Procuring Agency may at any time, by a written order given to the Service Provider pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be stored under the Contract are to be specifically as per requirement of the Procuring Agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Service Provider.

18.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

**19. Contract Amendments**


19.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties.

**20. Assignment**

20.1. The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

**21. Sub-contracts**

21.1. The Service Provider shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract.



Such notification, in the original Bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.

21.2. Subcontracts must comply with the provisions of GCC Clause 20.

**22. Delays in the Service Provider's Performance**

22.1. Performance of Services shall be made by the Service Provider in accordance with the Schedule of Requirements/Work Plan/ Deputation Plan as prescribed by the Procuring Agency.

22.2. If at any time during performance of the Contract, the Service Provider encounters conditions impeding timely performance of its services and performance of Services, the Service Provider shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3. Except as provided under GCC Clause 25, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.

**23. Liquidated Damages**

23.1. Subject to GCC Clause 25, if the Service Provider fails to provide services or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

**24. Termination for Default**

24.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

- (a) if the Service Provider fails to provide any or all services





within the period(s) specified in the Contract, and subsequent purchase order or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;

- (b) if the Service Provider fails to perform any other obligation(s) under the Contract; or
- (c) if the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

*"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:*

*(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels 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; it may include any of the following:*

- vi. 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;*
- vii. 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;*
- viii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- ix. 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;*
- x. 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 process*

24.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

## 25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Service Provider, may agree to exclude certain widespread conditions e.g. epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Service Provider shall continue to perform its obligations 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. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.





**26. Termination  
for Insolvency**

26.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

**27. Termination  
for Convenience**

27.1. The Procuring Agency, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

27.2. The services that are complete and ready for shipment (if applicable) within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Service Provider an agreed amount for partially completed Services and for materials and parts previously procured by the Service Provider.

**28. Resolution  
of Disputes  
(Arbitration)**

28.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Service Provider 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.

28.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

**29. Governing  
Language**

29.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written

in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**30. Applicable Law**

30.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) and the courts of Pakistan shall have exclusive jurisdiction, unless otherwise specified in SCC.

**31. Notices**

31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

31.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**32. Taxes and Duties**

32.1. Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency. In case of imposition of new taxes/duties/minimum wages etc. or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be.

**33. Change in minimum wage rate**

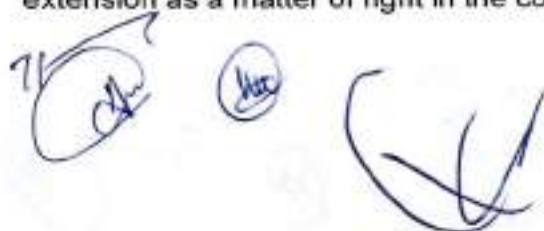
33.1. If during the continuation of the service contract, minimum wage rate is revised by the competent authorized forum, then the ongoing contract shall be revised as per percentage increased in minimum wages declared for such category.

**33. Price Reasonability**

The Service Provider shall Certifies on judicial stamp paper that the prices quoted to the SHC&ME Department, Government of the Punjab reasonable and not exorbitant / higher than current market prices officer by the service providers.

**34. Extension in Contract period**

Initially the contract will be for one (1) year. However, the same would be extended by the competent authority, on the satisfactory performance by the contractor for further a period of one (01) years on the same rate & TORs. Extension in the contact agreement shall be the discretion of the procuring agency and the contractor has no right to claim further extension as a matter of right in the contract.

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GCC 1.1 (h)—The Procuring Agency's country is: Pakistan

GCC 1.1 (i)—The Service Provider is: M/s \_\_\_\_\_ GCC 1.1 (j)—The Project Site is: *[if applicable]*

**1. Country of Origin (GCC Clause 3)**

All services under the contract are required to be in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of Government of Pakistan.

**2. Performance Guarantee (GCC Clause 7)**

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee is 02% of the Contract Price.

GCC 7.4—the Performance Guarantee shall be retained for to cover the Service Provide's warranty obligations or defect liability period in accordance with Clause GCC 15.2

**3. Inspections (GCC Clause 8)**

In addition to GCC 8 the Service Provider 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.

**4. Packing (GCC Clause 9)**

The Service Provider if required shall comply with packing instructions in addition to GCC clause 9.

**7. Insurance**

(GCC Clause 11)

GCC 11.1— All the Services included by not limited to receipt, storage, distribution and transportation to the delivery places under the Contract shall be delivered under proper insurance. The insurance coverage is responsibility of Service Provider. Since the Insurance is Service Provider's responsibility they may arrange appropriate coverage.

**8. Incidental Services (GCC Clause 13)**

GCC 13.1—Incidental services: Not Applicable

**9. Spare Parts  
Not Applicable**

**(GCC Clause 14)**

GCC 14.1— Spare parts not applicable

**10. Warranty  
(GCC Clause 15)**

**11. Warranty provision**

As GCC Clause 15

**12. Payment (GCC Clause 16)**

GCC 16.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:

- i. The Service Provider shall be entitled to be paid the value of the Services executed at monthly intervals. The Service Provider shall submit, each month to the Procuring Agency, an invoice showing the amounts to which he considers himself entitled till 10<sup>th</sup> of each month.
- ii. The Service Provider's invoice shall be based on the rental for a calendar month. The monthly performance of the Service Provider will be determined by the Procuring Agency in accordance with the performance criteria determined in the Contract. A progress payment report will be issued within one week by the end of proceeding month. Based on this report an invoice shall be issued by the Service Provider and the payment shall be made within 30 days after the submission of the invoice to the Procuring Agency.

**13. Prices (GCC Clause 17)**

GCC 17.1—Prices shall be fixed for whole financial year / during currency of the contract and shall not be adjusted. However, a maximum of 10% increase shall be allowed annually.

**15. Resolution of Disputes (GCC Clause 28)**

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

- i. As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Service Provider, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.



- ii. 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 mutual consent of both the parties. The decisions of the Arbitrator shall be final and binding on the Parties.

**16. Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be **English**. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

**17. Applicable Law (GCC Clause 30)**

GCC 30.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan) shall have exclusive jurisdiction, unless otherwise specified in SCC.

**18. Notices (GCC Clause 31)**

GCC 31.1—Procuring Agency's address for notice purposes:

Procurement Office  
Sheikh Zayed Medical College/ Hospital Rahim yar Khan

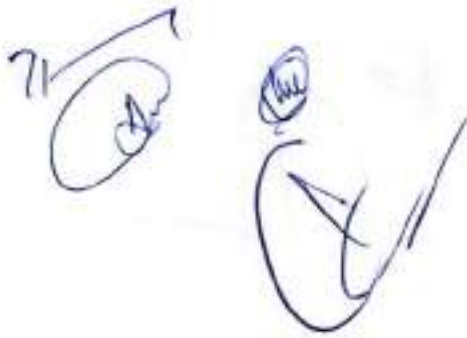
— Service Provider's address for notice purposes:

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## SECTION-VII. SCHEDULE OF REQUIREMENTS

### 7.1 SCHEDULE OF REQUIREMENTS

Sr#	Type of Requirement	Description
1	Basic Requirements (mandatory)	<ul style="list-style-type: none"><li>• Pest Free Properly ventilated rooms</li><li>• Adequate number of washrooms.</li><li>• Emergency Exit</li><li>• Fire extinguishing equipment</li><li>• Adequate number of Electric appliances like Fans &amp; Light</li><li>• Service Provider shall be responsible for building maintenance, provide utilities for water, gas and electricity etc during the contract term.</li><li>• The Service Provide will be responsible for the arrangement of Adequate Power Backup for main lighting for minimum two hours.</li></ul>
2	Capacity of Students	60 students ( <i>atleast 20 to 30 Rooms</i> )





## Section-VIII: Forms

### 8.1 Bid Form

*[To be signed & stamped by the Service Provider and reproduced on the letter head. To be attached with the Bid, in case of Single Stage One Envelope Procedure and with the Financial Bid, in case of Single Stage Two Envelope Procedure]*

Date: \_\_\_\_\_

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

Dear Sir / Madam:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, the services will be provided in accordance with the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance guarantee security in the form, amount and time specified in the bidding documents to the Procuring Agency.

We agree to abide by this Bid for a period of *[number]* days (specified in BDS) from the date fixed to Bid opening under Clause 2.3.9 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.




Until a formal Contract is prepared and executed *(if required)*, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
---------------------------	---------------------	-----------------------------------

		
---	---	--

\_\_\_\_\_  
\_\_\_\_\_  
(if none, state "none")

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_.

\_\_\_\_\_  
[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

Handwritten signatures and initials in blue ink. On the left, there are two distinct signatures. In the center, there is a circular stamp or mark. On the right, there is a signature that appears to be 'JH'.



## 8.2 Bidder's JV Members Information Form

*{To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad, to be attached with Technical Bid in addition to the JV agreement}*

*{The Service Provider shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Service Provider and for each member of a Joint Venture}.*

Date: *{insert date (as day, month and year) of Bid submission}*

RFB No.: *{insert number of RFB process}*

Alternative No.: *{insert identification No if this is a Bid for an alternative}*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name: <i>{insert Bidder's legal name}</i>
2. Bidder's JV Member's name: <i>{insert JV's Member legal name}</i>
3. Bidder's JV Member's country of registration: <i>{insert JV's Member country of registration}</i>
4. Bidder's JV Member's year of registration: <i>{insert JV's Member year of registration}</i>
5. Bidder's JV Member's legal address in country of registration: <i>{insert JV's Member legal address in country of registration}</i>
6. Bidder's JV Member's authorized representative information Name: <i>{insert name of JV's Member authorized representative}</i> Address: <i>{insert address of JV's Member authorized representative}</i> Telephone/Fax numbers: <i>{insert telephone/fax numbers of JV's Member authorized representative}</i> Email Address: <i>{insert email address of JV's Member authorized representative}</i>
7. Attached are copies of original documents of <i>{check the box(es) of the attached original documents}</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

### 8.3. FORMAT OF POWER OF ATTORNEY

*[To be signed and stamped by the Bidder and to be attached with Technical Bid]*

[See Clause 2.1.3 of the Instructions to Bidders.]

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company/entity and address of the registered office) intends to submit bid for the **"Acquiring Hostels for students of Sheikh Zayed Medical College, Rahim Yar Khan"** and do hereby appoint and authorize Mr. (full name and residential address) (vide authorization by the board/approving body of the company/entity dated

\_\_\_\_\_) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal in response to the above referred tenders invited by the **[Name Of The Procuring Agency]** including signing and submission of all documents and providing information/responses to the Procuring Agency in all matters in connection with our Bid.

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

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted





#### 8.4. BIDDER PROFILE FORM

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

Sr.#	Particulars
1.	Name of the company:
2.	Registered Office:
Address:	
Office Telephone Number:	
Fax Number:	
3.	Contact Person:
Name:	
Personal Telephone Number:	
Email Address:	
4.	Local office if any:
Address:	
Office Telephone Number:	
Fax Number:	
5.	Registration Details:

a) AUDITED FINANCIAL STATEMENT ATTACHMENT (LAST 3 YEARS)

Yes	No
-----	----

The block contains several handwritten signatures in blue ink. To the right of the 'Yes' and 'No' boxes, there are three distinct signatures. The first signature is large and stylized, the second is more compact, and the third is a cursive signature. There are also some faint, illegible markings or stamps near the signatures.

### 8.5. Affidavit

*[To be printed on PKR 500 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]*

Name: \_\_\_\_\_  
(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary. In case of any false / fabricated information the procuring agency reserves the right to blacklist undersigned.

The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents and is not a conditional bid.

The undersigned have read and agreed to all the terms and conditions of the bidding documents.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.

That the prices offered are not more than market price for the subject services.

I/We, further undertake that the prices given are reasonable and not given more than in any Government/Autonomous/District Government institutions during the current financial year. If any difference detected, the firm is bound to refund the difference in price.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is neither currently blacklisted by any Department nor any litigation is pending before PPRA or any other court of law competence in this regard against any such blacklisting order.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department

*[Name of the Contractor/ Bidder/ Service Provider]* undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_



### 8.6. Performance Guarantee Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

To, \_\_\_\_\_  
*[name and address of the Procuring Agency]*

**WHEREAS** (Name of the Contractor/ Service Provider) hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE "Acquiring Hostels For students of Sheikh Zayed Medical College, Rahim Yar Khan " procurement of the following:

1. *[Please insert details].*

(Here in after called "the Contract").

**AND WHEREAS** it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as 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 Guarantor 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 as specified by you, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, or \_\_\_\_\_ [insert number of days] after the rectification of the Defects, whichever is later.

**[NAME OF GUARANTOR]**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_

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### 8.7. TECHNICAL BID FORM

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

To:

Name Of The Procuring Agency

Subject: Bld Reference No \_\_\_\_\_ "Acquiring Hostels For \_\_\_\_\_"

Dear Sir

We, the undersigned, offer to provide the "Acquiring Hostels For Students of Sheikh Zayed Medical College, Rahim Yar Khan" in accordance with your bidding document dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations for contract finalization are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract finalization.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date given by the Procuring Agency.

We undertake that the proposal is quoted **WITH AND WITHOUT OPERATIONS AND MANAGEMENT SERVICES** separately and clearly in technical and financial proposal

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

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

Stamp & Signature of Bidder \_\_\_\_\_

The block contains four handwritten signatures or stamps in blue ink. From left to right: a large circular stamp with a signature inside; a smaller circular stamp with the letters 'Vib' inside; a signature that appears to be 'clw'; and a large, stylized signature.



### 8.8. Contract Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

## CONTRACT FORM

### AGREEMENT

THIS CONTRACT is made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_, between the {Insert name of Procuring agency with address}, (hereinafter referred to as the "Purchaser") of the First Part; and M/s (name of Service Provider) a firm registered under the laws of Pakistan and having its registered office at (address of the Service Provider) (hereinafter called the "Service Provider") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Purchaser invited bids for procurement of services for "Acquiring Hostels for Students of Sheikh Zayed Medical College, Rahim Yar Khan", has accepted the bid of M/s (Service Provider) being the Service Provider in Pakistan and for those services the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

Name of Hostel	Total Cost (PKR) Per Month

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

1. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -
  - a. This Contract Form
  - b. The Schedule of Requirements / Scope of work
  - c. Special Conditions of Contract & the Technical Specifications
  - d. Original Price Schedule along with unsolicited discount offered by the firm (if any) submitted by the Bidder.
  - e. The Purchaser's Notification of Award (AAT)
  - f. Purchase Order
  - g. Payment Schedule
  - h. The Preamble to Conditions of Contract
  - i. The General Conditions of Contract
  - j. Special Conditions of Contract
  - k. Performance Guarantee/Security
  - l. The bidding document of Procuring Agency

Annex- A

Annex- B

Annex- C

Annex- D

Annex-E

Annex-F

Annex-G

Annex-H

Annex-I

Annex-J

Annex-K



2. **Interpretation:** 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":
3. **The Term of the Contract:** This contract shall remain valid for one year from the date of signing, unless amended by mutual consent.
4. The Service Provider declares as under:
- i. *[Name of 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 Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
  - ii. 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 Punjab, except that which has been expressly declared pursuant hereto.
  - iii. *[The Service Provider]* 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 Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
  - iv. *[The Service Provider]* 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 Procuring Agency under any law, Contract or other instrument, be void ab initio at the option of Procuring Agency.
  - v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Service Provider]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Service Provider]* 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 Procuring Agency.

A handwritten signature in blue ink is written over a circular official stamp. The stamp contains some illegible text and a central emblem.



- vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through negotiation / mediation. If, after thirty (30) days from the commencement of such informal negotiations / mediation, the Procuring Agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

**5. Services to be provided & Agreed Unit Cost:**

- (i) The Service Provider shall provide agreed cost more specifically described in the Price Schedule Submitted by the Bidder.
- (ii) The Services shall strictly conform to the Schedule of Requirements and to the Technical Specification prescribed by the Purchaser against each item
- (iii) The Cost agreed in the Price Schedule, is inclusive of all taxation.

6. **Payments:** The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Service Provider, the amount against the services provided 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.

7. **Mode of Payment:** All payments to the Service Provider shall be made through Crossed Cheques issued in the name of [Service Provider]

8. **Payment Schedule:** All payments to the Service Provider shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule at Annex F.

**9. Performance Guarantee/Security:**

- (i) The Service Provider, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Security in the form of an Irrevocable Bank Guarantee equivalent to 2% of the total Contract amount having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Service Provider upon successful completion of the Contract.

The bottom of the page features several handwritten signatures and circular stamps. On the left, there is a signature that appears to be 'H' followed by a circular stamp containing a signature. In the center, there is another circular stamp with a signature. On the right, there is a large, stylized signature that spans across the page.

(ii) Service Provider's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee/Security in accordance with sub-clause (i) above.

(iii) Failure to submit a Performance Guarantee/Security shall result into forfeiture of Bid Security and Cancellation of Contract.

**10. Notices:** All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

**For the Purchaser:**

*{Name of Procuring agency}*

**For the Service Provider:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

**Signed/ Sealed: For Service Provider.**

**Sealed & Signed on behalf of Procuring  
Agency**

**Name Of Service Provider / Contractor  
Designation in the Firm**

**(Procuring Agency)**

**Witnesses-1 on behalf of the Contractor**

**Witnesses-1 on behalf of the Procuring  
Agency**

**Name of Witness  
Designation in the Firm**





Witnesses-2 on behalf of the Contractor

Witnesses-2 on behalf of the Procuring  
Agency

Name of Witness  
Designation in the Firm

C.C.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Handwritten signatures and initials in blue ink. There are four distinct marks: a large stylized signature on the left, a circular stamp or signature in the middle, a smaller signature to the right, and a large stylized signature at the bottom.

### 8.9. FINANCIAL BID FORM/PRICE SCHEDULE

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]*

Name of the Service Provider \_\_\_\_\_  
Bid Reference No: \_\_\_\_\_  
Tender Enquiry No: \_\_\_\_\_  
Date of opening of Bid: \_\_\_\_\_

Sr.	Name of College	Total Cost (PKR)
1		
2		
3		
Total Cost inclusive of all taxes		

Note:

- The service provider can quote for one or more institutions described in SCC.
- The cost shall be inclusive of cost of building and all the facilities/services as defined in the Scope of services.
- The cost on account of Lady supervisor shall be quoted separately.
- In case of discrepancy between unit price and total, the unit price shall prevail. Furthermore, the bidders will quote rate on all the parameters.

Sign and Stamp of Bidder \_\_\_\_\_

Note:





**8.10(a) FINANCIAL BID FORM/PRICE SCHEDULE**  
(LETTER OF OFFER)

{Ref Number} {Date}

To: \_\_\_\_\_  
[Name & Address of the procuring agency]

Subject: Bid Reference No. \_\_\_\_\_

Dear Sir

We, the undersigned, offer to provide the services for "Acquiring Hostel for Students of Sheikh Zayed Medical College, Rahim Yar Khan" in accordance with your bidding document dated (insert date) and our Technical Proposal. Our attached Financial Proposal is inclusive of all taxes as per FORM 8.10 Financial Bid Form / Price Schedule attached below.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in \_\_\_\_\_ of the Proposal Data Sheet.

We also declare that the Government of Pakistan/ Punjab has not declared us or any Sub- Service Providers for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

Sign and Stamp of Bidder \_\_\_\_\_

The block contains three handwritten signatures and one circular stamp. The first signature is on the left, followed by a circular stamp in the middle, and a larger, more complex signature on the right.

## 8.10. BID SECURITY FORM

### NO APPLICABLE SINCE NO BID SECURITY

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]*

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Procuring Agency]* (hereinafter called "the Procuring Agency") in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

*[Signature of the bank]*



## Section IX- Check List

*[To be signed and stamped and presented on Bidder's letter head pad]*

The provision of this checklist is essential prerequisite along with submission of tenders (with technical bid).

Sr. #	Detail	Responsive	Non-responsive
1.	Signed and Stamped Bidding Document		
2.	Active Registration with Income Tax Authorities (National Tax Number NTN)		
3.	Copy of active Registration with Sales Tax Authorities (STRN)		
4.	Copy of active Registration (Professional Tax Certificate)		
5.	Bidder s JV Member information as per form 8.2		
6.	Technical Bid Form (as per form 8.9 of Bidding documents) on letter head of the firm duly signed and stamped.		
7.	Financial Bid Form (as per form 8.1 of Bidding documents) on letter head of the firm, duly signed and stamped.		
8.	Performance Guarantee Form (as per form 8.7 of Bidding documents) on letter head of the firm, duly signed and stamped.		
9.	General Information Form (as per form 8.5 of Bidding documents) on letter head of the firm duly signed and stamped.		
10.	Affidavit(as per form 8.6) on non-judicial Stamp Paper of Rs. 100/-Affidavit for correction of information Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.		
11.	I. Work order of previous relevant experience. II. Company profile. Staff list along with location and address <i>[where applicable]</i> . III. Income Tax Returns/Audited Financial Statement, National tax number Certificate, General Sale Tax Number Certificate (last 03 year). IV. Bidders profile Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.		

Stamp & Signature of Bidder \_\_\_\_\_

The image shows several handwritten signatures and a circular stamp. One signature is a large, stylized 'H' or 'K'. Another is a circular stamp with some illegible text inside. There are also several other cursive signatures and a large, bold signature that looks like 'G' or 'C'.