

**PROJECT MANAGEMENT UNIT  
PRIMARY AND SECONDARY HEALTH DEPARTMENT  
GOVERNMENT OF PUNJAB**

**BID REFERENCE NO: P&SHD/PMU/BERC/MWS/2019**



**Primary & Secondary  
Healthcare Department**

## **Bidding Documents**

**PROCUREMENT OF SERVICES FOR FLEET MANAGEMENT  
OF MOBILE WORKSHOPS**

**2019-20**

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## 2 LETTER OF INVITATION

DAILY DUNYA LAHORE www.dunya.com.pk

بانی ایڈیٹر ایچٹ  
میاں عامر محمود

روزنامہ دنیا لاہور

FRIDAY, JUNE 21, 2019

جلد نمبر 29 جمعہ المبارک، 17 شوال 1440ھ، 21 جون 2019ء، 7 باز 2076 ب شمارہ 231

رہسز نمبر 357 فون نمبر: 042-111-138-692 فیکس نمبر 042-3629681 صفحات 12 قیمت 20 روپے

### Primary & Secondary Healthcare Department

## INVITATION FOR BIDS

### PROCUREMENT OF SERVICES FOR FLEET MANAGEMENT OF MOBILE WORKSHOPS

BID REFERENCE NO: P&SHD/PMU/BERC/MWS/2019

1. The Project Management Unit (PMU), Primary & Secondary Healthcare Department invites sealed bids from eligible bidders for the Procurement of Services for Fleet Management of Mobile Workshops (Hilux & Bolan) of Biomedical Equipment Resource Center (BERC).
2. A complete set of Bidding Documents containing terms & conditions and scope of work can be downloaded from the websites ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)), ([www.pshealth.punjab.gov.pk](http://www.pshealth.punjab.gov.pk)) & ([www.pmuhealth.gov.pk](http://www.pmuhealth.gov.pk)) free of cost. There is no bid security for this tender.
3. Bidding shall be conducted through Single Stage - Two Envelopes bidding procedure, as per Rule 38(2)(a) of Punjab Procurement Rules, 2014. A pre-bid meeting will be held on 26th June 2019 at 11.00 hours in the Committee Room of Project Management Unit (PMU). Minutes of pre-bid meeting will be uploaded on the websites ([www.pshealth.punjab.gov.pk](http://www.pshealth.punjab.gov.pk)) & ([www.pmuhealth.gov.pk](http://www.pmuhealth.gov.pk)) by 28th June, 2019.
4. Sealed Bids are required to be submitted by interested bidders on 12th July 2019 till 11.00 hours in the Project Management Unit, 31/E-1 Shahr-e-Imam Hussain, Gulberg III, Lahore. The Bids received till the stipulated date and time shall be opened on same day at 11.30 hours in the presence of the representative of the firms who choose to attend. Late bids shall not be entertained.

**Note:** The Procurement shall be conducted as per Punjab Procurement Rules 2014.

**PROJECT DIRECTOR**  
**PROJECT MANAGEMENT UNIT**  
**Primary & Secondary Healthcare Department**

31-E/1, Shahr-e-Imam Hussain, Gulberg-III, Lahore  
E-mail: [outsourcing.pmu@gmail.com](mailto:outsourcing.pmu@gmail.com)  
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IPL:5589



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Primary & Secondary  
Healthcare Department

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3. Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure, as per Rule 38(2)(a) of Punjab Procurement Rules, 2014. A pre-bid meeting will be held on **28th June 2019** at 11.00 hours in the Committee Room of Project Management Unit (PMU). Minutes of pre-bid meeting will be uploaded on the websites ([www.pshealth.punjab.gov.pk](http://www.pshealth.punjab.gov.pk)) & ([www.pmuhealth.gop.pk](http://www.pmuhealth.gop.pk)) by **28th June, 2019**.
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**Note:** The Procurement shall be conducted as per Punjab Procurement Rules 2014.

### **PROJECT DIRECTOR**

#### **PROJECT MANAGEMENT UNIT**

Primary & Secondary Healthcare Department  
31-E/1, Shahrah-e-Imam Hussain, Gulberg-III, Lahore  
E-mail: [outsourcing.pmu@gmail.com](mailto:outsourcing.pmu@gmail.com)  
Tel: 042-99231203 & 042-35775361

IFL-5589

### 3 INSTRUCTION TO BIDDERS

#### 3.1 General Instructions

1. A Bidder/ Service Provider shall be a private legally registered entity with the formal intent to enter into an agreement or under an existing agreement.
  - a. The bidder must be an active payer. Punjab Revenue Authority (PRA) registration, National Tax Number (NTN) and General Sales Tax Number with documentary proof shall have to be provided by bidder(s).
  - b. A Bidder who has been barred/ blacklisted or disqualified either by any Government/ Department/ Agency/ Authority would not be eligible to submit the Bid. **The Bidder will submit an undertaking in this regard.**
  - c. The bidder shall provide all information required in the bidding documents and documents to substantiate its claim for eligibility.
  - d. Joint Venture is not permissible.
2. At any time prior to the deadline for submission of bids, the Procuring Agency/ Client, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment. Such amendment/response shall be sent to all prospective Bidders that have received the bidding documents, and shall be binding on them.
3. The Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.
4. For the purpose of preparing the bid, the interested bidders will be allowed to visit the office to conduct survey and relevant assessments – However, basic details about various offices/sites, and services timings are mentioned.
5. The offer must be valid for **180 Days** from last date of submission of bids.
6. There is no Bid Security.
7. The procuring agency shall evaluate the technical proposal in a manner prescribed ahead in the document, without reference to the price and reject any proposals that do not conform to the specified requirements.
8. After submission, no amendments in the technical or financial proposal shall be permitted.
9. The Service Provider shall have to provide all relevant documents required for qualification. Service Provider shall have to give detail of personal as per evaluation criteria. Deficient documents, claims regarding HR, Supplies/equipment etc. shall not be acceptable.
10. After the evaluation and approval of the technical proposal, the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically responsive bidders, on a time, date and venue announced and communicated to the bidders in advance in the presence of the bidders or their representatives. The financial bids of the technically non-responsive bidders shall be returned un-opened to the respective bidders.
11. The quoted prices shall be treated as firm and final in PKR.
12. The Bidder shall bid as per Bid Form.

- a. Price Schedule is to be filled in very carefully, and should be typed. Any alteration/ correction must be initialled.
  - b. Every page is to be signed and stamped at the bottom. The Bidder is required to offer competitive price. All prices must include relevant taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
  - c. While tendering your quotation, the present trend/ inflation in the rate of services and goods in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of services and goods shall be entertained after the bid has been submitted.
13. Financial proposal should be prepared using the formats attached below. Financial proposals of only the technically qualified/ responsive bidders will be opened after due notification and procedure as laid down in PPRA Rules.
14. Conditional discounts shall not be considered in evaluation.
15. The Financial Proposals should contain:
- a. Covering Letter on Company letter-head
  - b. Financial Bid as per Bid Form.
16. The award of the contract shall be valid for **One Year** from the date of its signing. However, extension in the Contract for an equivalent period can be made subject to satisfactory performance of service provider as well as mutual agreement/ consent of both parties.
17. Intended date of commencement of services will be **15 Days** from the date of award of the Contract.
18. The organization must quote the Contract Title and include the following declarations:
- a. We have examined the information provided in your terms of reference and offer to undertake the work described in accordance with requirements as set out in the TOR.
  - b. The proposal (Technical & Financial) has been arrived independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other potential investor invited to submit proposal for this contract.
  - c. We confirm that the enclosed hard copy of the technical proposal are true and have complete copies of these documents.
  - d. We confirm that all Service Provider will be available to undertake the services.
  - e. We confirm that there are no personal, financial and business activities that will, or might, give rise to a conflict of interest, if we are awarded with this contract.
  - f. Subcontracting is not allowed in any case. At the time of the contract the Service Provider shall submit an undertaking on a legal paper, that the firm shall not further sub-contract/sublet services or any part thereof in respect of any hospital to a third party/sub-contractor.



- g. We confirm that the Service Provider:
  - i. Are not or have not been the subject of any proceedings or other arrangements relating to bankruptcy, blacklisting, insolvency or financial standing.
  - ii. Have not been convicted of any offence concerning professional misconduct.
  - iii. Have not been convicted of corruption including the offence of bribery.
  - iv. We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs.
- h. I confirm that I have the authority of **[name of Service Provider's company]** to submit proposal and to clarify any details on its behalf.
- i. During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid as provided in Rule 33 of PPR 2014. The request for clarification and the response shall be in writing, and no change in the prices or substance of bid like indication or re-indication of make/model/brand etc. shall be sought, offered, or permitted.

## **3.2 Bidding Method & Evaluation**

### **3.2.1 Bidding Method**

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

### **3.2.2 Rejection of Bids**

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

### **3.2.3 Performance Security**

The successful bidder shall furnish a Performance Security in the shape of a Bank Guarantee from a scheduled / recognized bank operating in Pakistan on the format attached as **Annexure I** of the amount equivalent to **5%** of the total annual quote, with annual validity before the signing of the contract. (Performance Security Shall be calculated by assuming average 4,000 KM per Vehicle) The performance guarantee shall be renewed at least one month before its expiry for renewal of the contract.

### **3.2.4 Bid Evaluation**

1. If the technical component achieves 60% points, the bid will be considered technically responsive. Those bids scoring less than 60% will not be considered for financial bid opening.
2. Financial bids of technically responsive bidders shall be opened at a date and time fixed and notified in advance to the bidder. The contract may be awarded to the lowest financial bid of the technically qualified bidders (bidders scoring 60% or more in the technical evaluation) subject to reasonability of prices. However,

Procuring Agency may reject all proposals as specified in rule 35 of Punjab Procurement Rules, 2014.

**3.2.4.1 Technical Evaluation**

The following evaluation factors/ criteria will be employed on **Technical Proposals**.

**3.3 TECHNICAL EVALUATION (KNOCKDOWN CRITERIA)**

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

1. Eligibility of the Bidder as per ITB Clause 2.

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

## EVALUATION CRITERIA

Sr.	Category	Marks
i	Firm Experience	40
ii	Capacity of the Firm	40
iii	Financial Strength	20
<b>Total</b>		100
<b>Minimum Marks Required</b>		60

Parameters			Points	M/s ABC						
<b>1. Firm Experience</b>			40	<table><tr><td>Sr No</td><td>Obtained Score</td></tr><tr><td>a.</td><td>--</td></tr><tr><td>b.</td><td>--</td></tr></table>	Sr No	Obtained Score	a.	--	b.	--
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b.	**Business History of the Service Provider 2-3 Years (05 Marks) >3 Years (10 Marks)	10								
<p>*The Bidder shall have to provide Completion Certificate/Satisfactory Performance Certificate/Purchase Orders/Contracts regarding Fleet Management in order to substantiate its claim.</p> <p>** Business History shall be calculated from the date of establishment of the firm. The firm shall have to provide relevant documents in this regard.</p>										
<b>2. Capacity of the Firm</b>			40	<table><tr><td>Sr No</td><td>Obtained Score</td></tr><tr><td>a.</td><td>--</td></tr><tr><td>b.</td><td>--</td></tr></table>	Sr No	Obtained Score	a.	--	b.	--
Sr No	Obtained Score									
a.	--									
b.	--									
Capacity of the firm will include Experience of Management of Firm and Number of Permanent Drivers.										
<table><tr><th>Sr. No.</th><th>PARAMETER</th><th>MAXIMUM SCORE</th></tr><tr><td>a.</td><td>Experience of Fleet Management 15-25 Vehicles (05 Marks) 26-35 Vehicles (10 Marks) 36-45 Vehicles (15 Marks) &gt;46 Vehicles (20 Marks)</td><td>20</td></tr><tr><td>b.</td><td>No of Firms Permanent Licensed Drivers 15-25 Drivers (05 Marks) 25-35 Drivers (10 Marks) 36-45 Drivers (15 Marks) &gt;46 Drivers (20 Marks)</td><td>20</td></tr></table>	Sr. No.	PARAMETER	MAXIMUM SCORE	a.	Experience of Fleet Management 15-25 Vehicles (05 Marks) 26-35 Vehicles (10 Marks) 36-45 Vehicles (15 Marks) >46 Vehicles (20 Marks)	20	b.	No of Firms Permanent Licensed Drivers 15-25 Drivers (05 Marks) 25-35 Drivers (10 Marks) 36-45 Drivers (15 Marks) >46 Drivers (20 Marks)	20	
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<b>Note:</b> List of Owned Vehicles & Drivers along with CNIC & Contact No. must be provided by the Service Provider.										
<b>3. Financial Strength</b>			20	<table><tr><td>Sr No</td><td>Obtained Score</td></tr><tr><td>a.</td><td>--</td></tr></table>	Sr No	Obtained Score	a.	--		
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a.	Average Annual Turnover for last 03 Years (duly supported by Audited Financial Statements) 10-20 Million (07 Marks) >20-30 Million (14 Marks) >30 Million (20 Marks)	20								

### **3.4 Financial Evaluation**

The financial evaluation of the bid shall be according to the financial evaluation as given below. Incomplete bids shall stand rejected.

#### **3.4.1 Redressal of Grievances**

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

# Bid Form

Date:

Tender No:

Name of the Item:

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

Respected Sir

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, we offer the fleet management services as specified in and in conformity with the said Bidding Documents for the sum of *[Total Bid Amount, [Bid Amount in words]* 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, to deliver the services in accordance with the services/delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of 10 percent of the Contract Price Per Month for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of two years from the date fixed for bid opening under ITB Clause 18 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, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. 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 bidder  
(if none, state "none")."

Amount and Currency

Dated this day of , 2017

Signature  
(in the capacity of)

Duly authorized to sign bid for and on behalf of



# Price Schedule

Name of Bidder \_\_\_\_\_

Tender No. and Name -----

09 Suzuki Bolan 800cc				
Fuel Cost Component				
Monthly Fuel consumption shall be calculated @ 12 KM/L and per liter petrol price shall be taken as per the approved rates of Government of Pakistan.				
Variable Cost Component				
Sr.	Description	Unit Price/ per vehicle/ per month (1)	Quantity (2)	Total Price (3)
i	Cost of Driver	X	12	A
ii	Tracking Cost	X	9	B
iii	Repair & Maintenance Cost (Only from authorized Dealer)	X	9	C
iv	Insurance per month	X	9	D
v	Management Cost per month for all 09 Suzuki Bolan			E
Total Cost = (A+B+C+D+E)				F
03 Toyota Hilux (2500cc)				
Fuel Cost Component				
Monthly Fuel consumption shall be calculated @ 06 KM/L and per liter petrol price shall be taken as per the approved rates of Government of Pakistan.				
Variable Cost Component				
Sr.	Description	Unit Price/ per vehicle/ per month (1)	Quantity (2)	Total Price (3)
i	Cost of Driver	X	3	G
ii	Tracking Cost	X	3	H
iii	Repair & Maintenance Cost (Only from authorized Dealer)	X	3	I
iv	Insurance per month	X	3	J
v	Management Cost per month for all 03 Toyota Hilux			K
Total Cost = (G+H+I+J+K)				L

**LOWEST DETERMINATION FACTOR / SUBTOTAL AMOUNT PER MONTH = F + L**

- ❖ Price shall be inclusive of all applicable taxes.
- ❖ Interested Bidders are at liberty to inspect the vehicles as and when required prior to the submission of Bid.
- ❖ Toll tax will be reimbursed as per actual.
- ❖ For the sake of reference/ information, the average Kilo Meter driven per month per vehicle is approximately 4000 Km.

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

## **4 GENERAL CONDITIONS OF CONTRACT (GCC)**

### **4.1 GENERAL CONDITIONS**

#### **4.1.1 Definitions unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:**

- a) The Arbitrator is the person appointed jointly by the Client and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) “*Contract*” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) “*Contract Price*” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- d) “*Day works*” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- e) “*GCC*” means these General Conditions of Contract;
- f) “*Government*” means the Government of the Punjab;
- g) “*Local Currency*” means Pak Rupee (PKR);
- h) “*Party*” means the Client or the Service Provider, as the case may be, and “*Parties*” means both of them;
- i) “*Personnel*” means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
- j) “*Service Provider*” is a person or corporate body whose Bid to provide the Services has been accepted by the Client;
- k) “*Service Provider’s Bid*” means the completed bidding document submitted by the Service Provider to the Client
- l) “*SCC*” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- m) “*Specifications*” means the specifications of the service included in the bidding document submitted by the Service Provider to the Client.
- n) “*Services*” means the work to be performed by the Service Provider pursuant to this Contract, as described in Scope of Services and Specifications and Schedule of Activities included in the Service Provider’s Bid.

#### **4.1.2 APPLICABLE LAW**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

#### **4.1.3 LANGUAGE**

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

#### **4.1.4 NOTICES**

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

#### **4.1.5 LOCATION**

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

#### **4.1.6 AUTHORIZED REPRESENTATIVE (S)**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the SCC.

#### **4.1.7 INSPECTION AND AUDIT BY THE PROCURING AGENCY**

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.

#### **4.1.8 1.8 TAXES AND DUTIES**

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

### **4.2 COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT**

#### **4.2.1 EFFECTIVENESS OF CONTRACT**

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

#### **4.2.2 COMMENCEMENT OF SERVICES**

##### ***4.2.2.1 Work Program***

Before commencement of the Services, the Service Provider shall submit to the Client for approval a Work Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Work Program as updated.

##### ***4.2.2.2 Starting Date***

The Service Provider shall start carrying out the Services at the date as may be specified in the SCC.

#### **4.2.3 INTENDED COMPLETION DATE**

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

#### **4.2.4 MODIFICATION**

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

#### **4.2.5 FORCE MAJEURE**

- i. Definition for the purposes of this Contract, "*Force Majeure*" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- ii. No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- iii. Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **4.2.6 TERMINATION**

##### **4.2.6.1 By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- a. if the Service Provider does not remedy a failure in the performance of its obligations under the Contract;
- b. if the Service Provider become insolvent or bankrupt;
- c. if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- d. if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this sub-clause, the terms set forth constitute corrupt or fraudulent activity:
  - i. "*corrupt practice*" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or 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;
  - ii. "*fraudulent practice*" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts

to mislead, a party to obtain financial or other benefit or to avoid an obligation;

- iii. “*collusive practices*” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
- iv. “*coercive practices*” is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;
- v. “*obstructive practice*” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators 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 the Client’s inspection and audit rights.

#### **4.2.6.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than sixty (60) days’ written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- a. if the Client fails to make payment in lieu of satisfactory services and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b. if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than forty-five (45) days.

### **4.3 OBLIGATIONS OF THE SERVICE PROVIDER**

#### **4.3.1 General**

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



#### **4.3.2 CONFLICT OF INTERESTS**

##### **4.3.2.1 SERVICE PROVIDER NOT TO BENEFIT FROM COMMISSIONS AND DISCOUNTS.**

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

##### **4.3.2.2 SERVICE PROVIDER AND AFFILIATES NOT TO BE OTHERWISE INTERESTED IN PROJECT**

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

##### **4.3.2.3 Neither the Service Provider nor its Personnel shall engage, Prohibition of Conflicting Activities either directly or indirectly, in any of the following activities:**

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

#### **4.3.3 CONFIDENTIALITY**

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

#### **4.3.4 INSURANCE TO BE TAKEN OUT BY THE SERVICE PROVIDER**

The Service Provider (a) shall take out and maintain own cost, insurance against the risks and coverage all at its own expense **as specified in the Scope of Services.**

#### **4.3.5 SERVICE PROVIDER'S ACTIONS REQUIRING CLIENT'S PRIOR APPROVAL**

The Service Provider shall obtain the Client'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
- d. any other action that may be specified in the SCC.

#### **4.3.6 REPORTING OBLIGATIONS**

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

#### **4.3.7 DOCUMENTS PREPARED BY THE SERVICE PROVIDER TO BE THE PROPERTY OF THE CLIENT**

All plans and reports and other documents submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Client, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, 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.

#### **4.3.8 LIQUIDATED DAMAGES**

##### **4.3.8.1 PAYMENTS OF LIQUIDATED DAMAGES**

The Service Provider shall pay liquidated damages to the Client at the rate per day stated in the SCC/Scope of Services for each day that the Completion Day/Time is later than the Intended Completion Day/Time. The total amount of liquidated damages shall not exceed the amount defined in the SCC/Scope of Services. The Client may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

##### **4.3.8.2 CORRECTION FOR OVERPAYMENT**

If the Intended Completion Date is extended after liquidated damages have been paid, the Client shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate.

##### **4.3.8.3 LACK OF PERFORMANCE PENALTY**

If the Service Provider has not corrected a Defect within the time specified in the Client's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2.

##### **4.3.8.4 PERFORMANCE SECURITY**

The performance security shall be released upon successful completion of the Contract.

#### **4.4 SERVICE PROVIDER'S PERSONNEL**

##### **4.4.1 DESCRIPTION OF PERSONNEL**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Scope of Services.

##### **4.4.2 REMOVAL AND/OR REPLACEMENT OF PERSONNEL**

- a) If the Client finds that any of the Personnel have
  - (i) committed serious misconduct or have been charged with having committed a criminal action, or

(ii) reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

- b) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **4.5 OBLIGATIONS OF THE CLIENT**

### **4.5.1 ASSISTANCE AND EXEMPTIONS**

The Client shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.

### **4.5.2 CHANGE IN THE APPLICABLE LAW**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall only be decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

### **4.5.3 SERVICES AND FACILITIES**

The Client shall make available to the Service Provider the Services and Facilities listed under Scope of Services.

## **4.6 PAYMENTS TO THE SERVICE PROVIDER**

### **4.6.1 CONTRACT PRICE**

The payment shall be made on satisfactory performance of services in Pak Rupees (PKR).

### **4.6.2 PAYMENT FOR ADDITIONAL SERVICES**

For the purpose of determining the price for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the price will be decided by Client in consultation with Service Provider.

## **4.7 QUALITY CONTROL**

### **4.7.1 Identifying Defects**

The principle and modalities of Inspection of the Services by the Client shall be as indicated in the SCC and scope of services. The Client shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Client may instruct the Service Provider to search for a Defect and to uncover and test any service that the Client considers may have a Defect.

### **4.7.2 Correction of Deficiencies, and Non Performance Penalty**

- a) The Client shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Deficiencies remain to be corrected.

- b) Every time notice of Deficiency is given, the Service Provider shall correct the notified Deficiency within the length of time specified by the Client's notice.
- c) If the Service Provider has not corrected a Deficiency within the time specified in the Client's notice, the Client will assess the cost of having the Deficiency corrected, the Service Provider will pay this amount, and a Penalty for Non-Performance calculated as described in Sub-Clause 3.8.

#### **4.8 SETTLEMENT OF DISPUTES**

##### **4.8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

##### **4.8.2 Dispute Settlement**

- a) If any dispute arises between the Client and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Arbitrator within 14 days of the notification of disagreement of one party to the other.
- b) The Arbitrator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- c) Should the Arbitrator resign or die, or should the Client and the Service Provider agree that the Arbitrator is not functioning in accordance with the provisions of the Contract, a new Arbitrator will be jointly appointed by the Client and the Service Provider.

#### **4.9 Notices**

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

## **5 SPECIAL CONDITIONS OF CONTRACT (SCC)**

Special Conditions of Contract shall be concluded between the Procuring Agency and the successful bidder(s) as per specific requirement of the specific Services. In case where there is a conflict between the general conditions of the contract and the special conditions of contract, the special condition of contract shall prevail.

### **5.1 General:**

- i. The fee of all necessary licenses, if required to install and operate the equipment shall be borne by the Supplier and the Procuring Agency shall facilitate through documents only.
- ii. The Bank Guarantee will be discharged after successful completion of contract. A clearance letter/NOC will be issued by the head of concerned institution in this regard.
- iii. The Supplier shall arrange the necessary arrangements for;
  - Operational training of drivers and supervisors.

### **5.2 Insurance of vehicles**

- i. Comprehensive insurance of vehicle and any other items (if applicable) will be the liability of service provider

### **5.3 Payment**

The payment schedule will be followed as per contract.

### **5.4 Execution of Warranty**

- i. A Log Book for the equipment shall be maintained by the Supplier in consultation with the Client. This will include the name of the equipment, preventive maintenance schedule, replacement of parts, POL etc.
- ii. The maintenance / replacement of spare parts of vehicle and equipment will be the responsibility of the service providers during the contract period and the maintenance of the vehicles will only be accrued out through authorized dealer.
- iii. Response time will be defined by the procuring agency in contract agreement
- iv. Supplier shall check system performance during and after every 3-months. An "Optimal Percentage" will be calculated by dividing "System in Service" hours by hours available, both measured on the basis of working hours as detailed above.
- v. The firm will be bound to make arrangements for availability of qualified staff at site for prompt execution/coordination for running the activities.
- vi. The firm will provide the recommended preventive maintenance schedule of each of the equipment at the time of delivery.
- vii. The service provider will be responsible to provide contractors' Service Manuals.



## **5.5 Penalty**

- i. In case of delay in provision of fleet management service after the prescribed date the penalty @ PKR 3,000 per day per vehicle will be imposed.
- ii. It should be the responsibility of service provider to provide the required number of HR as mentioned in Scope of Services. Penalty of Rs. 1,000 per head per day shall be imposed for every missing personnel that was required to stay on duty for that particular day.
- iii. The service provider will be responsible for paying his employees in the institution in the first 5 days of every month. Such payment will not depend on the payments made by the institution to the service provider. The service provider will pay his employees from his own resources. Any protest or strike or misconduct observed by the personnel etc. will be considered a breach of contract and a minimum fine of Rs.5000 will be imposed for every incidence and will be doubled every 24 hours. However, the incidence shall be evaluated by the administration of the Institution and its decision shall be acceptable to the firm. If the strike continues for more than 5 days, the process for termination of contract may be initiated after the generation of an official report by the designated authority.
- iv. The service provider shall ensure that no member of the staff takes financial compensation or benefit from the staff or public of any sort. A minimum fine of Rs. 3,000 shall be levied for every instance of a written report submitted to Administrative Head of the Institution.
- v. In case of any staff is found without uniform penalty of Rs. 200 will be charged for each staff for that particular day.
- vi. Procuring agency may desire to replace any personnel without any reason and failure to do so shall be considered a breach of contract and a minimum penalty of Rs. 5,000 will be imposed for every such incidence.
- vii. In case any of service provider's personnel deployed under this work order is not present or not answering call a penalty of Rs. 200/- will be imposed.
- viii. The tracking devices should be active 24/7 and in case of any stoppage of the online tracking portal or any Tracking Device, the problem/fault should be rectified within 24 Hours from the date of reporting of problem after that a penalty of RS. 3,000/- per day will be imposed.
- ix. In case of repair & Maintenance of the Mobile Bio-Medical Equipment Repair Workshop the off road time for below mentioned work will be 24hrs. If the off road time will increase from specified period a penalty of Rs. 1,500 per day will be imposed.
  - a) Minor Repair
  - b) Replacement of Tires and Wheel Alignment
  - c) Replacement of Batteries.
  - d) Change of all oils with requirements and labor.
  - e) All labor charges on Repair & Maintenance of Mobile Bio-Medical Equipment Repair Workshop.
  - f) Tracker Maintenance.

- x. In case of major repair the contractor shall inform the Procuring Agency. The off road time for the major repair will be 7-15 Days with the prior notice to Procuring Agency by the service provider. If the off road time exceeds 15 days, a penalty of Rs. 3,000 per day will be imposed.

**Note:** *The administration and service provider shall create a WhatsApp Group to address the operational issues and complaint management for immediate response. However, official correspondence shall be made as per Govt. norms. The respective site will share the details of the performance penalties from time to time to the Service Provider.*

## 6 SCOPE OF SERVICES/TERMS OF REFERENCE

### 6.1 Scope:

The scope of services of Service Provider shall include managing of operations and maintenance of 12 Nos. of Mobile Bio-Medical Equipment Repair Workshops stationed in Central Medical Equipment Repair Workshops in Lahore, Multan & Sargodha working under Bio-Medical Equipment Resource Centre. The details and place of Vehicles are as follows;

Sr.#	Model	Make	Registration #	KMs Driven till Date	Place of Vehicle
1.	Bolan	Suzuki	1672	67230	Lahore
2.	Bolan	Suzuki	1673	59598	Lahore
3.	Bolan	Suzuki	1674	49866	Lahore
4.	Bolan	Suzuki	1675	57863	Multan
5.	Bolan	Suzuki	1676	55446	Multan
6.	Bolan	Suzuki	1677	60271	Multan
7.	Bolan	Suzuki	1678	50000	Rawalpindi
8.	Bolan	Suzuki	1679	56810	Sargodha
9.	Bolan	Suzuki	1680	56942	Sargodha
10.	Hilux	Toyota	N/A	Brand New	Lahore
11.	Hilux	Toyota	N/A	Brand New	Lahore
12.	Hilux	Toyota	N/A	Brand New	Lahore

Perform the services using professional skills and care and undertake all necessary steps to carry out and administrate the services.

The Mobile Bio-Medical Equipment Repair Workshops shall be available 24/7 on call basis in Central Medical Equipment Repair Workshops in Lahore, Multan, Sargodha & Rawalpindi and will be used for Repair and Maintenance of Bio-Medical Equipment in all Health Facilities of Punjab.

### 6.2 Vehicles as Work Equipment:

The scope includes 09 Suzuki Bolan 800cc and 03 Toyota Hilux 2500cc. All vehicles used in a work context constitute 'Work Equipment'. All vehicles should be used, serviced and maintained in accordance with manufacturer's directions for use and any other relevant information including road traffic law, the Highway Code and with adequate training in its use. This minimizes the risk of misuse, damage to the vehicle and other property and the risk of injury to staff members.

#### 6.2.1 Responsibilities of Field Engineer:

- Zonal Head will be responsible for necessary coordination and official route/tour plans
- No Pickup will be provided to Field Engineer from his Home Address or any location.

- Zonal Head will coordinate with the driver/supervisor, if the visiting location is remote/distant and team has to leave early both the driver and Engineer will be coordinated.
- Field engineer will visit the designated site for the inspection/repair & maintenance of Bio-Medical Equipment as assigned.
- Field Engineer is not allowed to visit his home if designated repairing site is in its home location using official vehicle.
- If repairing work of Bio-Medical Equipment at particular assigned health facility takes more than one day then field engineer will inform respective Zonal Head and he will intimate BERC Contact Centre.
- Every Engineer need to sign vehicle log book against each tour on same day on the completion of official trip along with meter readings verifications of the start and end of journey.

#### **6.2.2 Responsibilities of Zonal Head:**

- Zonal Head will be the responsible person of getting the Log book of each vehicles and maintained daily submission of travel plans & mileage of each vehicle in provided standard format to contact Center.
- Zonal Head will make plan of the movement of vehicles in such a manner that vehicle will be used in optimum mileage utilization.
- Monthly vehicle duly signed log book of each vehicle will be shared with BERC.

#### **6.2.3 Responsibilities of BERC Contact Centre:**

- BERC Contact Center will track and verify logs of each vehicles traveling In/Out of City and will coordinate with the Zonal Head of the respective Workshops.

Note: The invoice will only be processed after the verification from concerned Zonal Head and BERC Contact Centre.

#### **6.3 Responsibilities of Service Provider:**

- Service Provider is responsible for ensuring that all vehicles are in good condition and ensure day to day cleanliness of the vehicle. Moreover, driver should have enough cash in hand for fuel, toll taxes and night stays during official tours.
- Fueling of the Vehicle shall be the responsibility of the Service Provider. The fuel of vehicles must be filled to the maximum at the start of duty every morning.
- Service Provider and its respective Drivers shall maintain a logbook containing the number of Kilo Meters travelled between pickup and drop (Parking>Pickup>Drop>Parking) of BERC Engineers during the course of provision of services. Log Book should be counter signed by the accompanied Engineer. The Kilo Meters from the Log Book shall be compared against the auto generated report from the Tracking Portal containing the distance travelled by the vehicle if there is any discrepancies between the KMs reported by the Tracking Portal and by the Service Provider,+- 5% the Log Book mileage shall be considered as final. No per KM payment will be offered for the activities performed by the Vehicle outside the route of pick and drop.
- Service Provider should ensure that drivers are fit to drive. Fitness includes meeting the eyesight requirements, being able to safely and satisfactorily operate

and progress the vehicle, not being unwell, incapacitated, nor under the influence of drugs, alcohol or other substances and not suffering from sleep deprivation etc., and not driving against medical advice.

- Service Provider will be responsible for all type of periodic & corrective maintenance of vehicles from the authorized dealers as per manufacturer's instructions and POL & Filters should be as per recommendation of manufacturer of vehicles.

1. The Service Provider shall be responsible for Maintenance of all Mobile Bio-Medical Equipment Repair Workshops as handed over to Contractor.
2. All the vehicle will be parked at Bio-Medical Equipment Repair Workshops located in Lahore, Multan, Sargodha and Rawalpindi. Prior permission will be required before parking at any other location.
3. Service Provider will ensure to provide legal documents and its safe maintenance as per following;
  - a) Copy of Vehicle Registration Document.
  - b) Copy of Vehicle Insurance Certificate.
  - c) Valid license of Driver.
4. Following reports shall be generated by Service Provider on daily basis (post 24 hrs.) and same shall be communicated to BERC as and when advised and proper record shall be maintained. The details of report shall be as follows;

Type of Report	Interval
Tracker Report along with Journey Details	Daily basis, monthly summary at the end of the month for each vehicle
Repair/Maintenance Report	Monthly basis for each Vehicle

5. The Service Provider shall bear the costs for the following maintenance of the Mobile Bio-Medical Equipment Repair Workshops;
  - g) Minor Repair
  - h) Major Repair
  - i) Replacement of Tires and Wheel Alignment
  - j) Replacement of Batteries.
  - k) Change of all oils with requirements and labor.
  - l) Any damage caused due to accident driver mishandling or natural calamities.
  - m) All labor charges on Repair & Maintenance of Mobile Bio-Medical Equipment Repair Workshop.
  - n) Tracker Maintenance.
- i. All scrap/used items/supplies dismantled from Vehicles shall be returned to BERC authorized representative and relevant record to this effect for such stores shall be maintained by Service Provider.
- ii. Tires installed in the vehicle are one of the most critical items; therefore all effort shall be made by the Service Provider to optimize life expectancy of tires. Tire air pressure to be maintained on daily basis and rotation of tires shall be done on half yearly basis and this activity to be incorporated in preventative schedule. If any premature wear



and tear or bursting and stealing/loss of any tire installed in vehicles occurs the tire shall be replaced immediately at no extra cost to Procuring Agency.

- iii. In Case of Repair of the Mobile Bio-Medical Equipment Repair Workshop the given protocol will be followed.
- iv. In case of minor repair the Contractor shall inform the Procuring Agency. The off road time for Minor Repair will be 24 to 48 Hours. If the Off Road time will increase from the specified time the Procuring Agency will impose fines as per contract.
- v. In case of major repair the Contractor shall inform the Procuring Agency. The off road time for Major Repair will be 15-30 Days with the Prior Notice to Procuring Agency by the Contractor. If the off road time exceeds 30 Days penalties shall be imposed as per contract.
- vi. In case of Total Loss the time for repair of Mobile Bio-Medical Equipment Repair Workshop from a reputable workshop will be communicated to the Procuring Agency without any delay.
- vii. In case of Total Loss beyond any repair, theft, snatching of Mobile Bio-Medical Equipment Repair Workshop the contractor will immediately report to Procuring Agency. The Contractor shall be responsible to file insurance claim with the insurance company.

#### **6.4 Place of Pickup:**

The place of Pickup and Drop-off location will be the respective Central Bio-Medical Equipment Repair Workshop (Lahore, Multan, Sargodha & Rawalpindi). Designated place of stationed vehicles are Central medical equipment Repair Workshop (Lahore, Multan, Sargodha & Rawalpindi) or Health Facility

#### **6.5 Overnight Accommodation:**

All staff and managers of contractor need to be aware of and make appropriate arrangements (e.g. overnight accommodation) where significant travel (outward and/or return) is required especially when work is required to be done at a remote location more than one day. Contractor will be responsible to make all night stay arrangements of drivers in case of late working and night stay.

#### **6.6 Drivers:**

All drivers are reminded that they are responsible for the vehicle being used and ensuring all documentation is in order including vehicle log book preparation & signed from concerned officials of BERC, the vehicle is safe, legal for use and used in accordance with the law.

All the driver should be in uniform while operating the vehicle.

#### **6.7 Road Traffic Incidents:**

All incidents which occur whilst driving when on duty must be reported immediately to 1454 (BERC Contact Center).

#### **6.8 Vehicle Roadworthiness:**

All staff using vehicles for work must ensure that they have checked the vehicle to ensure its roadworthiness (tires, lights, wipers, washers etc. – are all clean and working etc.), that they have a valid license to drive that vehicle.

### **6.9 Use of Mobile Phones:**

If you need to make or receive a call, pull over and stop in a safe place, switch off the engine and complete the call before proceeding. This applies to drivers of the vehicles.

### **6.10 Smoking in Vehicles:**

Smoking in vehicles is strictly prohibited.

### **6.11 Payments:**

The contract price or service charges shall be as per kilometer mileage mentioned in the Price Schedule run by each vehicle during the course of provision of services under this contract. Kilometer mileage will be determined on the basis of tracker system.

The Service Provider shall not be entitled for any financial compensation/charges in case of late payment and the Service Provider shall not have any further recourse or claim in this regard nor shall have any right of action for loss or damage suffered by the reasons of delay.

### **6.12 Tracking:**

The service provider will operationalize and maintain tracking system in all the vehicles. The service provider will be responsible to install equipment/ Dashboard for proper monitoring of vehicles and their covered distance.

### **6.13 Insurance of vehicles**

Comprehensive Insurance of Mobile Bio-Medical Equipment Workshop will be the liability of Contractor. It is the responsibility of service provider to claim insurance and get the work done on its own.

### **6.14 Execution of Warranty**

- a) A Log Book for the equipment shall be maintained by the Service Provider in consultation with the Bio-Medical Equipment Resource Centre (BERC). This will include the name of the equipment, preventive maintenance schedule, replacement of parts, POL etc.
- b) The maintenance / replacement of spare parts of vehicle and equipment will be the responsibility of the service providers during the contract period.
- c) Supplier shall check system performance during and after every 3-months. An "Optimal Percentage" will be calculated by dividing "System in Service" hours by hours available, both measured on the basis of working hours as detailed above.
- d) The firm will provide the recommended preventive maintenance schedule of each of the vehicle at the time of delivery.

### **6.15 Security**

Security of the Vehicle is the responsibility of the Service Provider in all circumstances. The Procuring Agency shall not be responsible for any theft or loss of vehicles.

## 7 CONTRACT FORM

**This Contract** (hereinafter called as “Contract”) is made at Lahore the \_\_\_\_\_ 2019, between on the one hand, **BIOMEDICAL EQUIPMENT RESOURCE CENTER (BERC)** through its Chief Executive Officer/Incharge (hereinafter referred to as the “*Procuring Agency*”) (which expression shall include successors, legal representatives and permitted assigns) of the First Part

### AND

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

### WHEREAS

- a) Primary and Secondary Healthcare Department on behalf of the procuring agency invited the bids/tender for Hiring of firms for the provision of Security Services for **BERC** thereafter in which the Service Provider also participated and was declared as Lowest Evaluated Responsive Bidder.
- b) The service provider having represented to the Procuring Agency that they have the required professional skills and personnel and technical resources have agreed to provide the services on terms and conditions set forth in this Contract as defined in the General Conditions / Special Conditions of the Contract and the Scope of services (hereinafter called as “Services”)
- c) The procuring agency in response thereof after conducting need analysis has decided to procure the Services for Fleet Management of Mobile Workshops for an amount PKR (Amount in Words and Words).

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -
  - a. the General Conditions of Contract;
  - b. the Special Conditions of Contract;
  - c. the Procuring Agency’s Notification of Award;
  - d. the scope of work;
  - e. the Bid & its clarifications.
  - f. any other documents deem appropriate
3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter hereby covenants with the Procuring Agency to provide the Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable

under the provisions of this Contract at the time and in the manner prescribed by this Contract.

5. *[The Service Provider]* hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt business practice.
6. Without limiting the generality of the foregoing, *[Service Provider]* represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.
7. *[The 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 the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
8. *[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 Government of the Punjab under any law, Contract or other instrument, be void able at the option of Government of the Punjab.
9. Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, *[Service Provider]* agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Punjab in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[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 Government of the Punjab.
10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The decisions taken and/or award made by the Arbitrator shall be final and binding on the Parties.

**11.** The Contract shall not constitute a partnership between the parties and that the *Service Provider* shall not in any manner represent itself as agent or authorized representative of the Procuring Agency of the Government of the Punjab etc. or be considered as such included.

**12.** This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

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

<b>Sign/ Seal by the Supplying firm</b>	<b>Sign/ Seal by Procuring Agency</b>
<b>Witness</b>	
<b>1.</b>	<b>1.</b>
<b>2.</b>	<b>2.</b>

**Note:** *In case of alliance; all the firms have to sign this document jointly along with Procuring Agency, as all firms will bear equal responsibility in execution of the contract.*

## 8 ANNEXURES

### FORM OF PERFORMANCE SECURITY

..... 20

To:

Rep of BERC,

\*\* Address\*

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

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

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

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

PKR \_\_\_\_\_

(The **Guaranteed Amount**)

<sup>3</sup>Insert name of Issuing Bank;

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

The Demand shall only be honored by us, if it is made by and bears the signature of the Representative of BERC of \*\* Name\*\*.

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

charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

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

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

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

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

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

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

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

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

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

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

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

## Undertaking for Minimum Wage Rate

Dated \_\_\_\_\_

To

Project Director,  
Project Management Unit,  
Primary & Secondary Healthcare Department,  
31/E-1, Gulberg III, Lahore

**SUBJECT: Undertaking for Minimum Wages to Staff / Labour**

Respected Sir

It is undertaken that M/S \_\_\_\_\_ is currently practicing the undermentioned human resource policy and also will continue to practice the same in future under the contract named "\_\_\_\_\_". Any non-compliance in below mentioned shall be headed towards the breach of contract.

1. Provision of minimum wage as notified by the Government of Punjab applicable for the period of Contract.
2. Child Labor is forbidden under the contract. Children under the age of 18 years will not be employed, as per the Pakistani law.
3. All labor laws including social security and EOBI etc. are applicable in the Contract and will remain the responsibility of the Service Provider.
4. Our firm NTN Number is \_\_\_\_\_ and it was established in \_\_\_\_\_

**Note:** *All tender terms and conditions are accepted as laid down in the tender inquiry*

Regards

Mr. \_\_\_\_\_

M/s \_\_\_\_\_

Lahore.

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