



Supply and Delivery of 630KVA Transformers

PROJECT MANAGEMENT UNIT (PMU)

REQUEST FOR PROPOSAL

**Supply and Delivery of 630 KVA
Transformers
For**

Respective DHQ/THQ Hospitals in Punjab.



Primary & Secondary
Healthcare Department

Government of the Punjab

February 2021



Letter of Invitation

Letter No. PSH/PMU/PROC/001/2021

Dated: February 16, 2021

SUBJECT: “SUPPLY AND DELIVERY OF 630 KVA TRANSFORMERS FOR DHQ HOSPITAL MUZAFFARGARH, KASUR AND THQ HOSPITAL HAZRO, PHALIA.”

1. M/s AB Ampere
2. M/s ACE Indigo Transformers (Pvt) Limited
3. M/s Elmetec Pvt Ltd
4. M/s Grit (Pvt) Ltd
5. M/s Hammad Engineering Company (Pvt) Ltd. & Co.
6. M/s J.F Industries (Pvt) Ltd
7. M/s Mega Transformers (Pvt) Ltd
8. M/s M-Tech (Multi Technologies) Pvt Ltd
9. M/s Pak Elektron Limited
10. M/s Pan Power International (Pvt) Ltd.
11. M/s Sky Power (Pvt) Ltd
12. M/s Syed Bhais (Pvt) Ld
13. M/s Synergy Elektric (Pvt) Ltd
14. M/s Transfab
15. M/s Transfopower Industries (Pvt) Ltd
16. M/s World Over Engineering (Pvt) Ltd

Dear Mr. /Ms.:

This Request for Proposal (RFP) has been addressed to the Goods provider for “SUPPLY AND DELIVERY OF 630 KVA TRANSFORMERS FOR DHQ HOSPITAL MUZAFFARGARH, KASUR AND THQ HOSPITAL HAZRO, PHALIA”.

1. Sealed Financial Proposals must be submitted not later than **23-02-2021** till **11:00AM**.

Please inform us in writing through mail and email about the following upon receipt of this letter that:

- a) You received the Letter of Invitation; and
- b) Whether you will submit a proposal or not.

This information should be sent to the following address:

Designation: Project Director

Primary & Secondary Healthcare Department

Address: 31-E/1, Shakra-e-Imam Hussain, Gulberg-III, Lahore

Tel: 042-99231208

If no acknowledgment is received till the closing date of the RFP i.e., **23-02-2021** till **11:00 AM**, it will be presumed that you are not interested in undertaking the assignment.

Yours sincerely,

Project Director PMU,

Primary & Secondary Healthcare Department.



Invitation for Bids

Dated: 16th February, 2021

Project Management Unit invites sealed bids on **Single Stage Single Envelope** from PEPCO / WAPDA / DISCO's Pre-qualified & Registered manufacturers, registered with Income Tax and Sales Tax Department for supply of following material:-

Serial #	Item	Quantity	Bid Security
1	Supply and Delivery of 630 KVA Transformer For DHQ Hospital Muzaffargarh, Kasur and THQ Hospital Hazro, Phalia.	4	2 % of Estimated Cost

Table: 1

Bidding document, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc., are available for the interested bidders at 31-E/1, Shahrah-e-Imam Hussain, Gulberg-III, Lahore office of the Procurement Specialist (PMU). Bidding documents may also be downloaded from website (www.pshealth.punjab.gov.pk) free of cost.

Sealed Bid must be delivered to office **on or before 11:00 AM. on 23rd February 2021** and must be accompanied by a **Bid Security as mentioned above** in the form of CDR/ Bank Guarantee.

Bids will be opened in the presence of bidders' representatives who choose to attend at 11:30 A.M in the Office of **Project Director**, Project Management Unit, 31-E/1, Shahrah-e-Imam Hussain, Gulberg-III, Lahore **on the same date.**

The bidders are requested to give their best and final prices as no negotiations are expected.

Taxes will be deducted as per applicable government rules. NTN and Sales Tax registration certificate must be provided.

For obtaining any further information or clarifications, please contact the person named below:

Project Director
Program Management Unit (PMU)
Primary & Secondary Healthcare Department
31-E/1, Shakra-e-Imam Hussain, Gulberg-III, Lahore
Tel: 042-99231208 Website: www.pshealth.punjab.gov.pk



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Part-I

Section I

Instructions to Bidders

A. Introduction

- 1. Source of Funds**
 - 1.1 The Procuring Agency named in the Bid Data Sheet received budget from the Government of Punjab. The Procuring Agency intends to apply a portion of this budget to eligible payments under the contract for which this Request for Proposal is issued.

- 2. Eligible Bidders**
 - 2.1 This Invitation for Bids is open to all suppliers, except as provided hereinafter.
 - 2.2 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 consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
 - 2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government.
 - 2.4 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).

- 3. Eligible Goods and Services**
 - 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS)*, and all expenditures made under the contract will be limited to such goods and services.
 - 3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 3.3 The origin of goods and services is distinct from the nationality



4. Cost of Bidding

of the Bidder.

- 4.1 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 Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

- 5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instructions to Bidders (ITB)
- (b) Bid Data Sheet
- (c) Schedule of Requirements
- (d) Technical Specifications
- (e) Bid Submission Form
- (f) Manufacturer’s Authorization Form
- (g) Price Schedules
- (h) Contract Form
- (i) Performance guarantee Form
- (j) General Conditions of Contract (GCC)
- (k) Special Conditions of Contract (SCC)

- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser’s address indicated in ITB Clause 1.5. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.



7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the Purchaser, 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.
- 7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.
- 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser 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.

9. Documents Comprising the Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) A Bid Form and a Price Schedule completed in all respects.
 - (b) Documentary evidence established in accordance with ITB Clause 13.1 to 3.13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
 - (c) Documentary evidence established in accordance with ITB Clause 3.4 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
 - (d) Bid security furnished in accordance with ITB Clause 3.5.

10. Bid Form

- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity, and prices.

11. Bid Prices

- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.



11.2 Prices indicated on the Price Schedule shall be **delivered duty paid (DDP) prices**.

11.3 The Bidder's separation of price will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.4 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 nonresponsive and will be rejected.

12. Bid Currencies

12.1 Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.

13. Documents Establishing Bidder's Eligibility and Qualification

13.1 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.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid is eligible.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the in Pakistan;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) That the Bidder meets the qualification criteria listed in the



Bid Data Sheet.

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

- 14.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a **Certificate of Origin** issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Purchaser; and
 - (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating **substantial responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 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 Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

- 15.1 Pursuant to ITB Clause 3.5, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.



- 15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.
- 15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:
- (b) Bank call-deposit (CDR) or Bank Guarantee (BG) valid for thirty (30) days beyond the validity of bid.
- 15.4 Any bid not secured in accordance with ITB Clauses 3.5 will be rejected by the Purchaser as nonresponsive.
- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 3.6.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, and furnishing the performance guarantee.
- 15.7 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) in the case of a successful Bidder, if the Bidder fails:
- (i) to sign the contract
or
(ii) to furnish performance guarantee

**16. Period of
Validity of
Bids**

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security shall also be suitably extended.
- 16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.



**17. Format and
Signing of Bid**

- 17.1 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 govern.
- 17.2 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 or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 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.

D. Submission of Bids

**18. Sealing and
Marking of
Bids**

- 18.1 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.
- 18.2 The inner and outer envelopes shall:
- (a) be addressed to the Purchaser 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 for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet.
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 3.9, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.



19. Deadline for Submission of Bids

19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 3.13 no later than the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 3.13, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 3.13 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched complete in all aspects. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 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.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign an attendance sheet evidencing their presence.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No



bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

22.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

23. Clarification of Bids

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

24. Preliminary Examination

24.1 The Purchaser 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.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 4.1 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security, Applicable Law** (GCC Clause 30), and **Taxes and Duties** (GCC Clause 32), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.



- 24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 25. Qualification & Evaluation of Bids**
- 25.1 In the absence of **prequalification**, the Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 3.3.
- 25.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 25.4 The Purchaser's **financial evaluation** of a bid will be **Lowest Delivered Duty Paid (DDP) Total Price** offered by the qualified responsive bidder.
- 26. Contacting the Purchaser**
- 26.1 No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time 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 Purchaser, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.
- F. Award of Contract**
- 28. Award Criteria**
- 28.1 The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 29. Purchaser's Right to Vary Quantities at Time of Award**
- 29.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.



**30. Purchaser's
Right to
Accept or
Reject All Bids**

30.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the Bidder or bidders of the grounds for the Purchaser's action.

**31. Notification of
Award**

31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

31.3 Upon the successful Bidder's furnishing of the performance guarantee, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

**32. Signing of
Contract**

32.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

32.2 Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.

**33 Performance
guarantee**

33.1 Within fourteen (14) days of the receipt of notification of award of advance acceptance from the Purchaser, 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 Purchaser.

33.2 Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

33.3 The Performance Guarantee shall be returned to the supplier after successful completion of the Warranty period in true spirit.

**34. Corrupt or
Fraudulent
Practices**

34.1 The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this



provision, the terms set forth below are defined as follows:

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,
 - (iii) “collusive practice” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;
- (b) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.



Part-I

Section II. 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) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1.1	Name of Procuring Agency: Project Management Unit (PMU) Primary & Secondary Health Department, Government of the Punjab
ITB 1.2	Name of Project: Revamping of DHQ/THQ Hospitals in Punjab
ITB 1.3	Name of Contract: Supply and Delivery of 630 KVA Transformer For DHQ Hospital Muzaffargarh, Kasur and THQ Hospital Hazro, Phalia.
ITB 1.4	Name of Purchaser: Project Management Unit (PMU) [hereinafter referred to as the "Procuring Agency"].
ITB 1.5	For clarification purposes, the Employer's address is: PMU, Revamping of DHQ /THQ Hospitals in Punjab, 31-E/1, Gulberg-III, Lahore.
ITB 1.6	Language of the bid – English

Bid Price and Currency	
ITB 2.1	The price quoted shall be Delivered Duty Paid at the following locations in accordance with the Schedule of Requirements including the delivery charges: 4 DHQs/THQs Hospitals in Punjab.
ITB 2.2	The price shall be in Pak Rupees and shall be fixed.

Preparation and Submission of Bids	
ITB 3.1	<ol style="list-style-type: none"> a. Certificate of Incorporation of bidder's firm showing its location and the date of registration etc. b. NTN and GST Registration Certificate. c. Active Taxpayer, NTN and GSTRN.



ITB 3.2	Audited Financial Statement for the last 3 financial years (up to June 2020).						
ITB 3.3	<p>Qualification requirements. In addition to ITB 3.1 and ITB 3.2 the potential bidder must also fulfill the following:-</p> <ol style="list-style-type: none"> The Bidder must be a Manufacturer for sales & service of Distributor Transformer. Must be qualified/ approved by WAPDA/PEPCO authorized Companies {FESCO, LESCO, IESCO, GEPCO & MEPCO} Technical Brochures of Equipment quoted, mentioning its specifications, manufacture's model, product number, and country of origin. Description of bidder's own repair & maintenance set-up with the location / addresses of workshops, mobile workshops (if any). Authority Letter from the Bidder Company authorizing the relevant person to represent the company. The Bidder must submit an affidavit on judicial paper of Rs: 500 that they have never been blacklisted by any government/ semi government or autonomous organization of Pakistan. The bidder must be an active tax payer of FBR. Company/Firm must be enlisted/registered with Pakistan Engineering Council (PEC) 						
ITB 3.4	A certificate that explains all spare parts of the equipment to be supplied are easily available in Pakistan in the local market or from company owned outlets.						
ITB 3.5	<p>Amount of Bid Security:</p> <table border="1" data-bbox="493 1220 1377 1423"> <thead> <tr> <th data-bbox="493 1220 597 1276">Sr #</th> <th data-bbox="597 1220 1159 1276">Item</th> <th data-bbox="1159 1220 1377 1276">Bid Security</th> </tr> </thead> <tbody> <tr> <td data-bbox="493 1276 597 1423">1</td> <td data-bbox="597 1276 1159 1423">Supply and Delivery of 630 KVA Transformer For DHQ Hospital Muzaffargarh, Kasur and THQ Hospital Hazro, Phalia.</td> <td data-bbox="1159 1276 1377 1423">2 % of Estimated Cost</td> </tr> </tbody> </table> <p>Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Bank Draft, or Pay Order in favor of Project Director-PMU, Primary & Secondary Healthcare Department having its validity 90 days from the date of opening of bid.</p>	Sr #	Item	Bid Security	1	Supply and Delivery of 630 KVA Transformer For DHQ Hospital Muzaffargarh, Kasur and THQ Hospital Hazro, Phalia.	2 % of Estimated Cost
Sr #	Item	Bid Security					
1	Supply and Delivery of 630 KVA Transformer For DHQ Hospital Muzaffargarh, Kasur and THQ Hospital Hazro, Phalia.	2 % of Estimated Cost					
ITB 3.6	Bid Validity Period: 90 days after the date of opening of bid.						
ITB 3.7	Number of Copies: Original along with one Copy of the bid. Bids must be accompanied by unit price and total price.						
ITB 3.8	Address for Bid Submission: Project Director, Project Management Unit (PMU), Revamping of						



Supply and Delivery of 630KVA Transformers

	DHQ /THQ Hospitals in Punjab, 31-E/1, Gulberg-III, Lahore.
ITB 3.9	IFB Title and Number: Supply and Delivery of 630 KVA Transformer For DHQ Hospital Muzaffargarh, Kasur and THQ Hospital Hazro, Phalia and PSH/PMU/PROC/001/2021
ITB 3.10	Deadline for Bid Submission: 23rd February 2021 (11.00AM)
ITB 3.13	Time, Date, and Place for Bid Opening: On 23rd February 2021 at 11:30 AM at Office of Project Director, Project Management Unit (PMU), 31-E/1, Shakra-e-Imam Hussain, Gulberg-III, Lahore.

Bid Evaluation

ITB 4.1	Criteria for bid evaluation: Lowest Total Price offered by the qualified responsive bidder.
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Contract Award

ITB 5.1	As per PPRA Punjab Rules 2014
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Part-I

Section III. Schedule of Requirements

The delivery schedule expressed as weeks stipulates hereafter a delivery date which is the date of delivery required.

TABLE 1 DELIVERY SCHEDULE

Serial #	Location	Item	Quantity	Delivery Period from the date of Notification of Award
1	DHQ Hospital Muzaffargarh, Kasur and THQ Hospital Hazro, Phalia.	Supply and Delivery of 630 KVA Transformer	4	4-6 Weeks

Note: All prices shall be inclusive of all type of taxes.

The Supplier shall deliver the transformers across the **Punjab Province** in respective DHQ/THQ Hospitals identified by **(PMU) Primary & Secondary Healthcare Department**.

The above mentioned goods shall be installed at the locations throughout the province which will be identified by **(PMU) Primary & Secondary Healthcare Department** to the Supplier complete in all aspect.



Part-I
Section IV. Technical Specifications

Transformer (630 KVA)

**Supply and Delivery of 630 KVA Transformers, as per latest WAPDA approved Specifications/Standards.
(The rate should include all material inspection charges by WAPDA authorities and certificates must be provided. Unloading at site will be the responsibility of Supplier).**



Part-I Section V. Bidding Forms

1. Bid Submission Form

Date: _____
No: _____

To
The Project Director,
Revamping of DHQ /THQ Hospitals in Punjab
Primary & Secondary Health Department
Government of the Punjab
31-E/1, Gulberg-III, Lahore

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* 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, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the **guarantee of a bank in a sum equivalent to 5% percent of the Contract Price** for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 22 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.

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
_____	_____	_____
_____	_____	_____



Supply and Delivery of 630KVA Transformers

(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 _____



2. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.



2. Price Schedules

Transformers 630 KVA

Sr.	Item	Brand/Model/Origin	Qty	Unit Price (Rs.)	Total Amount (Rs.)
1.	Supply and Delivery of 630 KVA Transformer For DHQ Hospital Muzaffargarh, Kasur and THQ Hospital Hazro, Phalia.		4		
TOTAL AMOUNT (Rs.)					

Sign and Stamp of Bidder _____

Note: All prices shall be inclusive of all type of applicable taxes.

1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. **Note: Only Approved Pre-qualified, Registered Manufacturers of WAPDA/DISCO are allowed to participate in Bid.**



Part-II

Section I. Contract Forms

THIS AGREEMENT made on 00th day of Month 2021 between **PRIMARY AND SECONDARY HEALTHCARE DEPARTMENT, PUNJAB** (hereinafter called “**The Department**”) of the one part and **COMPANY NAME** of (hereinafter called “**Service Provider**”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services as., **SUPPLY AND DELIVERY OF 630 KVA (CAPACITY) TRANSFORMER** and has accepted a bid by the **Service Provider** for the **SUPPLY AND DELIVERY OF 630 KVA (CAPACITY) TRANSFORMER** in the sum of (hereinafter called “the Contract Price”) as per **CONTRACT** bearing Ref NO: .

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier 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 the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

By _____ (**The Department**)



By _____ (Service Provider)

2. Performance Guarantee Form

To:

The Project Director
Project Management Unit (PMU)
Revamping of DHQ /THQ Hospitals in Punjab
31-E/1, Gulberg-III, Lahore

WHEREAS *[name of Supplier]*(hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 20____ to supply *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified there in as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]*as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]



[date]

3. BID SECURITY FORM (Bank Guarantee)

Security Executed on _____ (Date)

Name of Surety (Bank) with Address: _____

(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

1. that the Bid Security shall remain in force up to and including the date----- days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
2. that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
3. That in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within----- days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer (Procuring Agency) the said sum upon first written demand of the Employer (without cavil or argument) and without



requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY (Bank)

WITNESS:

Signature_____

1. _____

Name_____

Corporate Secretary (Seal)

Title_____

Corporate Guarantor (Seal)

2. _____

Name, Title & Address



Part-II

Section II. 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 Purchaser and the Supplier, 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 Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Purchaser” means the organization purchasing the Goods, as named in SCC.
- (h) “The Purchaser’s country” is Islamic Republic of Pakistan.
- (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.



(j) “The Project Site,” where applicable, means the place or places named in SCC.

(k) “Day” means calendar day.

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

3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Bank

5.1 The Supplier shall not, without the Purchaser’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 Purchaser in connection therewith, to any person other than a person employed by the Supplier 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 Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

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



- 5.4 The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Agency, if so required by the Procuring Agency.
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
- 7. Performance guarantee**
- 7.1 Within fourteen (14) days of receipt of the Notification of Advance Acceptance of Tender, the successful Bidder shall furnish to the Purchaser the performance guarantee in the amount specified in SCC.
- 7.2 The proceeds of the performance guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance guarantee shall be denominated in the currency of the Contract acceptable to the Purchaser 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 Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
 - (b) a cashier's or certified Payment Order/Demand Draft.
- 7.4 The performance guarantee will be discharged by the Purchaser and returned to the Supplier not before the successful completion of warranty period in true spirit.
- 8. Inspections and Tests**
- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the



Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Pakistan shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. 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 Purchaser.

10. Delivery and Documents

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

11. Insurance

- 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is seller's



responsibility.

12. Transportation 12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the



Contract; and

- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for Twelve (12) months after the installation of transformer by WAPDA unless specified otherwise in SCC.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier 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 Purchaser.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.



16.2 The Supplier's request(s) for payment shall be made to the Purchaser 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 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier after providing the testing and clearance of all deliverables from M&T wing of respective Company (WAPDA).

16.4 The currency of payment is Pak. Rupees.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be. All prices shall be inclusive of all types of taxes.

18. Change Orders

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier'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 Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract

19.1 Subject to GCC Clause 18, no variation in or modification of the



Amendments

terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

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

21. Subcontracts

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

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

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier 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 application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser 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 Goods 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 Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

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

24.3 In case if the supplier is blacklisted in next two years period by WAPDA/PEPCO or any government/ semi government/autonomous organization of Pakistan then Purchaser has full right to disqualify or cancel the contract immediately.



- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier 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 Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.
- 26. Termination for Insolvency**
- 26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 27. Termination for Convenience**
- 27.1 The Purchaser, by written notice sent to the Supplier, 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 Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (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 Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

28.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier 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.

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 Islamic Republic of Pakistan.

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 fax and confirmed in writing 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 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.



Part-II

Section III. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: Procurement Specialist, Project Management Unit (PMU), Revamping of 40 DHQ /THQ Hospitals in Punjab, Primary & Secondary Health Department, Government of Punjab, 31-E/1, Gulberg-III, Lahore.

GCC 1.1 (h)—The Purchaser's country is: Islamic Republic of Pakistan

GCC 1.1 (i)—The Supplier is:

GCC 1.1 (j)—The Project Site is: Lahore City (Punjab).

2. Country of Origin (GCC Clause 3)

3. Performance guarantee (GCC Clause 7)

GCC 7.1—The amount of performance guarantee, as a percentage of the Contract Price, shall be 5% (Five per cent of the contract price) including all taxes in the shape of non-recourse, irrevocable and unconditional bank guarantee (a cashier's or certified Payment Order/Demand Draft) from scheduled bank of Pakistan on the prescribed format attached with the bidding document.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—

Inspection and tests prior to delivery of goods and at final acceptance are:-

- i) For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)
- ii) For Physical Fitness having No Damages (Certificate from supplier)
- iii) For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)
- iv) For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by PMU)



- v) For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by PMU)
- vi) Supplier shall get the testing and clearance of all deliverables from M&T wing of respective Company (WAPDA).

5. Delivery and Documents (GCC Clause 10)

GCC 10.3—upon shipment, the Supplier shall notify the Purchaser the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Purchaser:

- (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- (iii) Copies of the packing list identifying contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's or Supplier's Valid Warranty Certificate;
- (vi) Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report; and
- (vii) Certificate of Origin.
- (viii) The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

6. Insurance (GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller's responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

7. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

- A) At site complete training of Purchaser's nominated staff regarding maintenance and operation of Goods.
- B) At site preventive maintenance on quarterly basis by the bidder's qualified staff for one year, starting from final acceptance of goods.

The rate must include cost for all kinds of labor, inputs and material required for above, and all applicable government taxes and levies. In



case a separate rate is not provided by the bidder for the above items, it shall be deemed to have been covered in the overall quoted cost.

8. Warranty (GCC Clause 15)

GCC 15.2—In accordance with the provisions, the warranty period shall be 12 months from date of Handing Over (Final Acceptance) of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

(b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.1 % of the contract price per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price.

or

(c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc. in case of major defect at his own cost.

GCC 15.4 & 15.5—the period for correction of defects in the warranty period is 72 hours.

9. Payment (GCC Clause 16)

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

Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

(i) **Payment against Delivered Goods:** Upon submission of claim, the supplier shall be paid within thirty (30) days of receipt of the Goods at site after performing the requisite inspection and tests as mentioned in SCC 4.

12. Prices (GCC Clause 17)

GCC 17.1—Prices shall be: Fixed.



13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: 0.1 % of contract price per day
Maximum deduction: 10 % of contract price

14. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English.

16. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Employment of Children (ECA) Act 1991
The Bonded Labour System (Abolition) Act of 1992
The Factories Act 1934

17. Notices (GCC Clause 31)

GCC 31.1—Purchaser's address for notice purposes – Office of Project Director, Project Management Unit (PMU), Revamping of DHQ /THQ Hospitals in Punjab, Primary & Secondary Health Department, Government of Punjab, 31-E/1, Gulberg-III, Lahore.

—Supplier's address for notice purposes: