



## University of Health Sciences, Lahore

Khayaban-e-Jamia Punjab Lahore-54600, Pakistan

Phone: 042-111333366 Ext: 321, Fax: 042-99230870

### Tender/Bidding Document

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## **Supply of SMD Flood Lights at UHS Jinnah Campus Kala Shah Kaku Sheikhupura.**

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### **Important Note**

*In order to conduct procurement process in a fair & transparent manner and to bring value for money to the Procuring Agency i.e., University of Health Sciences, Lahore through national and open competitive bidding, Tenderer/Bidder(s) (who intend to take part in the instant Tender) are required to submit the requisite information and documents mentioned in the Tender/Bidding Document. Bids received without, undertakings, legitimate documentary evidence, relevant documents and contrary to the method of submission as per requirement mentioned in the Bidding Document or Certificates are liable to be rejected ab initio i.e. at the initial stage. The supporting data alongwith valid documentary evidence for critical components as detailed herein should be submitted in the form of Index by the Tenderer/Bidder for scrutiny.*



**UNIVERSITY OF HEALTH SCIENCES LAHORE**  
**Khayaban-e-Jamia Punjab, Lahore**

**TENDER NOTICE**

1. Sealed tenders are invited from registered (Sale Tax/Income tax) firms/Companies for the Supply of Flood Lights at Jinnah Campus KSK,. Single stage two envelopes bidding procedure under PPRA Rule 38, 2(a) shall be followed.
2. The detail of items as given in the tender documents. Tender document is available from Finance Department (Room No. 09) of UHS Lahore during working hours (09:00AM to 05:00 PM) after depositing Rs. 1000/- (Non Transferable) to CE-UHS Account # 3164498127 NBP (Sheikh Zayed Hospital Branch, Lahore), from the date of publication..
3. The bidding firms / companies must attach 2% (Rs. 11,400/- refundable) as earnest money of the estimated amount **Rs: 570,000/-** in the form of Bank Guarantee /Pay Order/ Bank Draft drawn in favor of UHS, Lahore.
4. The sealed bid(s) can be put into the Tender Box placed at reception desk of UHS Lahore by **11:00 AM 30-09-2022** the presence of representatives of the participating firms / companies who may choose to attend.
5. The procurements including rejection or acceptance of bids will be governed by PPRA Punjab rules.
6. Tender document will also be available at UHS ([www.uhs.edu.pk](http://www.uhs.edu.pk)) and PPRA Punjab website <http://ppra.punjab.gov.pk>.

**REGISTRAR**

University of Health Sciences Lahore.  
Khayaban-e-Jamia Punjab, Lahore-54600, Pakistan.  
Ph: 111-33-33-66, 042-99231304-9

**B.O.Q**

**Supply of SMD Flood Lights at UHS Jinnah Campus Kala  
Shah Kaku Sheikhupura.**

Sr. #	Description	Qty	Rate	Amount
1	Supply of SMD Flood Lights 200 watt Input voltage 120-220, color (k) cool warm Beam angle 120degree, life span 50000 hrs,	25 nos.		
2	Copper wire single core 7/0.29 make newage, Pakistan, GM, FAST or equivalent	10 coil		
<b>Grand Total</b>				

**Note:**

- i. Scope of work can be increase or decrease during supply/execution.
- ii. The vendors will fill rates and prices for all items, the evaluation criteria/lowest bid will be considered cumulative lowest instead of items wise.
- iii. All bidders are requested to quote rates inclusive all kind of taxes

# TENDER/BIDDING DOCUMENT

## **Supply of SMD Flood Lights at UHS Jinnah Campus KSK**

### INVITATION TO BID

#### **1. Tender for Bid**

University of Health Sciences, Lahore (hereinafter referred to as the “Purchaser”) advertises the Tender and invites bids (hereinafter referred to as “the Tender”) from interested registered person, firm, supplier/distributor/dealer, company or an organization in particular patent manufacturer on national competitive basis for ‘Supply of SMD Flood Lights at Jinnah Campus KSK

#### **2. Applicability of Public Procurement Rules**

Punjab Procurement Rules 2014 (amended), which may be downloaded from website of Public Procurement Regulatory Authority, will be strictly followed (<http://ppra.punjab.gov.pk>). In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule made under Punjab Procurement Regulatory Authority Act 2009 with reference to Punjab Procurement Rules 2014 (amended).

#### **3. Methods of Advertisement (s)**

- I. In compliance to Rule 12 (1&2) of Punjab Procurement Rules 2014 (amended), this Tender is being advertised at Authority’s website <http://ppra.punjab.gov.pk> as well as in the print media nationwide.
- II. This Tender is also placed online at the website of the University of Health Sciences, Lahore /Purchaser. The Bidding Document containing comprehensive details can be obtained from **Finance Department** of University of Health Sciences, Lahore during the working hours on payment of **Rs. 1000/-** (non-refundable)

#### **4. Type of Open Competitive Bidding**

As per Rule 38,2 (a), Single Stage - two Envelopes Bidding Procedure shall be followed. The said procedure is comprehended as follows:

- (i) the bid shall be a single package comprising two envelopes marked as “Technical Proposal” and “Financial Proposal”
- (ii) The envelopes are opened in public at the date and time advertised in the Bidding Document / communicated to the bidders.
- (iii) the bid found to be the lowest evaluated bid shall be accepted and Bidder(s) shall be awarded the Contract.

### INSTRUCTIONS TO BIDDER(S)

- I. The bids complete in all respect as prescribed and required under this Tender Document, must be delivered into Tender Box, placed at **Reception of UHS, Lahore** not later than **11:00 am** on last date of **submission of bids i.e. 30-09-2022**
- II. Bids submitted late / not in accordance with advertised terms and conditions shall not be considered/entertained.
- III. Bid Security (Earnest Money) @ 2% according to the category wise in favour of **“University of Health Sciences, Lahore.”** must be attached with bid, as part of Financial bid and as per provisions contained in Clause “Bid Security” of the

Terms and Conditions of the Tender in this bidding document mentioned hereinafter.

- IV. The bids shall be publicly opened in the **Video Conference Room, at 11:30 am** on **30-09-2022**
- V. Alternative bids shall not be considered. Bidder(s) must read the provisions/instructions of this Tender Document contained in Clause regarding invoke
  - i. **“Determination of Responsiveness of Bid” and “Rejection/Acceptance of the Tender”** for making bids substantially responsive to the requirements of Bidding Document.
- VI. It is sole responsibility of the Bidder(s) that to read and understand all provisions, instructions, terms & conditions contained in this Tender Document before submitting the Bid. Neither any claim whatsoever including those of financial adjustments in case the contract is awarded under this Bid Process, will be entertained by the Purchaser nor any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder(s).
- VII. Instructions, Terms & Conditions and Specifications are devised for strict compliance and enforcement. No escalation of cost, except arising from increase in quantity by the Bidder(s) on the demand after approval of the Purchaser, will be permitted throughout the period of the contract.
- VIII. The successful Bidder(s) will be responsible for all the deliveries and deliverables to the Purchaser within stipulated time at University of Health Sciences, Lahore or otherwise locations described as per provision regarding delivery time or execution schedule of the Tender Document;
- IX. Bidder(s) shall communicate all queries via Purchase cell.
- X. Bidder(s) are required to state clearly, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the Bidder(s)'s authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- XI. The Purchaser will not bear any cost or expense incurred by Bidder(s) in connection with preparation or submission of bids.

##### **5. Determination of Responsiveness qualification of the Bid (Tender)**

The Purchaser shall, prior to the Tender evaluation, determine the substantial responsiveness of the Bid to the Tender Documents. A substantially responsive Tender is one which:

- i. meets the eligibility criteria given in Tender Documents for provision of Items;
- ii. meets the Technical Specifications for the Items against each Item/service of BOQ.

A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Purchaser's rights or the Bidder(s)'s obligations under the Contract.

The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder(s) by correction or withdrawal of the material deviation or reservation.

## **6. Rejection/Acceptance of the Bid**

The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request communicate to any Bidder(s), the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of invoking discretion provided under sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 (amended) towards the Bidder(s). However, prospective Bidder(s) shall be informed in due course about the rejection of the bids if any (As per Rule 35 of Punjab Procurement Rules, 2014(amended)).

### **The Tender shall be rejected if it is:**

- i. substantially non-responsive in manner prescribed in the Tender Document; or
- ii. submitted in other than prescribed forms & documents and specified manner; or
- iii. incomplete, partial, conditional, alternative, late; or
- iv. bid not submitted and relevant bid security is not submitted;
- v. ***subjected to interlineations/cuttings/corrections/erasures/overwritings; or***
- vi. the Bidder(s) refuses to accept the corrected Total Tender Price; or
- vii. the Bidder(s) has conflict of interest with the Purchaser; or
- viii. the Bidder(s) tries to influence the Tender evaluation/Contract award; or
- ix. the Bidder(s) engages in corrupt or fraudulent practices in competing for award of the Contract;
- x. the Bidder(s) fails to meet the evaluation criteria requirements;
- xi. the Bidder(s) has been blacklisted by any public or private sector organization;
- xii. the Bidder(s) has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory Goods;
- xiii. the Bidder(s) has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- xiv. the Bidder(s) submits financial conditions as part of its bid which are not in conformity with Tender Document.
- xv. non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- xvi. Bidder is not authorized Dealer/Supplier/Distributor of manufacture Company.

## **7. Headings and Titles**

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words

importing the singular only shall also include the plural and vice versa where the context so requires.

#### **8. Notice**

Wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions between the Bidder/Contractor and the Purchaser, the same shall be:

- i. in writing;
- ii. issued within reasonable time;
- iii. served by sending the same by special messenger, courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose;

The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

#### **9. Tender Cost**

The Bidder(s) shall bear costs/expenses with regard to preparation and submission of the Tender(s) and the Purchaser shall not responsible/liable for those costs/ expenses.

#### **10. Clarification (s) on Tender Document**

A prospective Bidder requiring any clarification(s) on the Tender Documents may notify the Purchaser in writing. The Purchaser shall respond in writing to any request for clarification(s) of the tender documents, which it receives no later than **ten (10) days** prior to the deadline for the submission of bids prescribed in the Invitation for Bids.

Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Tender Documents.

#### **11. Amendment of the Tender Document**

The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative vested with exclusive discretion or in response to a clarification requested by the Bidder(s), amend the Tender Document, on account of any reason, either to extend the deadline for the submission of Bid or otherwise which shall be notified to all prospective Bidder(s) whereafter all such amendment(s) shall be considered part of the Tender Document and binding on the Bidder(s) as per Punjab Procurement Rules, 2014 (amended) Rule 25(4).

#### **12. Preparation/Submission of Tender**

The Bidder(s) is required to bid for all items according to Form of Bid;

- a. Tender as well as documents related to Tender, exchanged between the Bidder(s) and the Purchaser, shall be in English or Urdu or in both. Any printed literature furnished by the Bidder(s) in another language shall be accompanied by an English as well as Urdu translation which shall govern for purpose of interpretation of Tender;
- b. Tender shall be submitted in prescribed manner elaborated herein and all documents shall be typed, completely filled in, stamped and signed by Bidder(s) or his Authorized Representative. Only signed and stamped documents shall be submitted. In case volume of the bid contains various set(s) of documents, the same must be properly

numbered and tagged in binding shape with proper index or table of contents;

### **13. Tender Price**

The quoted price shall be:

- a. best/final/fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/escalation;
  - i. in Pak Rupees;
  - ii. inclusive of all taxes, duties, levies, insurance, freight, etc.;
  - iii. including all charges up to the delivery point at University of Health Sciences, Lahore;
- b. if not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements;
- c. where no prices are entered against any item(s), the price of that item shall be deemed free of charge, and no separate payment shall be made for that item(s);
- d. in-case of locally produced item, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacturing or assembling of the item.

### **14. Bid Security (Earnest Money)**

- a. The Bidder(s) shall furnish the Bid Security (Earnest Money) as under:
  - i. for a sum equivalent to 2% of the estimated Price of Items as per Forms of Bid given in this Tender Document in the form of Demand Draft/Pay Order/Call Deposit Receipt, in the name of the Treasurer, University of Health Sciences, Lahore;
  - ii. denominated in Pak Rupees;
  - iii. have a minimum validity period of one hundred and eighty (180) days from the last date for submission of the Tender whichever is later;
- b. The Bid Security (Earnest Money) shall be forfeited by the Purchaser, on the occurrence of any or all of the following conditions:
  - i. if the Bidder(s) withdraws the Tender during the period of the Tender validity specified by the Bidder(s) on the Tender Form; or
  - ii. if the Bidder(s) does not accept the corrections of his Total Tender Price;
  - iii. if the Bidder(s), having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, in accordance with the Tender Document.

### **15. Tender Validity**

The Tender shall have a minimum validity period of **one hundred and eighty (180)** days from the last date for submission of the Tender. The Purchaser may solicit the Bidder(s)'s consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder(s) agrees extension of validity period of the Tender, the validity period of the Bid Security (Earnest Money) shall also be suitably extended. The Bidder(s) may

refuse extension of validity period of the Tender, without forfeiting the Bid security (Earnest Money).

**16. Modification/Withdrawal of the Tender**

- a. The Bidder(s) may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- b. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiry of the period of the Tender validity, shall result in forfeiture of the Bid Security (Earnest Money).

**17. Opening of the Tender**

- a. Tenders shall be opened at **11:30 am** on the last date of submission of bids **i.e 30-09-2022** in the presence of the Bidder(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014.
- b. The Bidder(s)'s name, modifications, withdrawal, security, attendance of the Bidder(s) and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and/or recorded.
- c. No Bidder(s) or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during Tender opening meeting at given time and location.

**18. Clarification of the Tender**

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the Purchaser.

**19. Correction of Errors/Amendment of Tender**

- a. The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
  - i. if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern;
  - ii. if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected;
  - iii. if there is a discrepancy in the actual sum of the itemized total prices and the total Tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern;
- b. The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Bidder(s).

- c. Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- d. No credit shall be given for offering delivery period earlier than the specified period.

**20. Knock Out Clauses:**

Sr. No.	Knock Out Clause	Qualification
1	An affidavit on legal stamp paper of Rs. 100/- that their firm has not been blacklisted in the past on any ground by any Government ( Federal , Provincial)	Mandatory
2	Acceptance of terms and conditions, tender documents duly signed and stamped.	Mandatory
3	Company Profile and After Sales, Service & Support	Mandatory
4	Price should not be mentioned on technical bid.	Mandatory
5	The bidder shall submit the authority letter in favor of person or persons with their cell numbers, who will sign the bid and attend the relevant meetings.	Mandatory
6	The Bidder will attach 2% CDR/Pay Order with the financial bid and also attach the defaced photocopy with the technical bid.	Mandatory
7	PEC Registration certificate (C6 in the relevant field)	Mandatory
8	GST registration certificate	Mandatory
9	NTN registration certificate	Mandatory
10	The bidder must be an active tax payer of FBR, Compliance Level should be 100%	Mandatory

**21. Evaluation Criteria:**

- I. For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate shall be taken into consideration. The following merit point system for weighing evaluation factors/ criteria can be applied for the TECHNICAL PROPOSALS. The number of points allocated to each factor shall be specified in the Evaluation Report.

**II. BID EVALUATION CRITERIA: -**

<b>Sr.#</b>	<b><u>ASSESSMENT PARAMETERS</u></b>	<b><u>Marks</u></b>
1.	Financial position/soundness	25
a.	Income tax returns paid last three years 2022, 2021, 2020 (10)	
b.	Three Financial years 2022, 2021, 2020 Audit Report (15)	

2. Overall Experience 25  
**Minimum 5 years relevant experience is mandatory.**  
a. For over 5 years' experience, each year experience carries **5 marks**  
Upto maximum **25 marks**

3. **Execution of similar projects in Public Sector**  
Each project carries five marks with evidence

50

**TOTAL MARKS:- 100**

**QUALIFYING MARKS (70%)**

- I. 100% complete information according to the bid evaluation criteria provided by the firm will get maximum marks. THE INFORMATION PROVIDED BY THE FIRM SHOULD BE RELEVANT, CONCISE AND TO THE POINT AS PER BID EVALUATION CRITERIA, UN NECESSARY DOCUMENTATION WILL HAVE A NEGATIVE IMPACT.

**22. Acceptance Letter/Purchase Order**

The Purchaser shall issue the Acceptance Letter/Purchase Order to the successful Bidder(s), within reasonable time of announcement of bid evaluation report (Rule-55 of PPRA Rules, 2014) and prior to the expiry of the original bid validity period or extended bid validity period of the Tender, which shall constitute a contract, until execution of the formal Contract

**23. Performance Guarantee/Security:**

(i) The Supplier, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Security in the form of an Irrevocable Bank Guarantee equivalent to **5%** of the total Contract amount having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Supplier upon successful completion of the Contract.

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

(iii) Failure to submit a Performance Guarantee/Security shall result into forfeiture of Bid Security and Cancellation of Contract. Failure to furnish the required Performance Guarantee/Security shall constitute a breach of the contract and the procuring agency shall be entitled to make other arrangement at risk and expenses of firm without any notice.

**24. Terms & Conditions of Contract Form**

Terms & condition laid down in contract document/form are part & parcel of the Bid documents and shall be applied to the successful bidder under the Tender.

**25. Redressal of Grievances by the Procuring Agency**

- a. The Purchaser may constitute a Committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
- b. Any Bidder(s) feeling aggrieved by any act of the Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.
- c. The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

**26. Instruction For Preparation Of Power Of Attorney/Letter of Authority**

- a) To be executed by an authorized representative of the Bidder(s) on company letterhead enclosing attested Copy of National Identity Card.
- b) The mode of execution of the Power of Attorney/Letter of Authority should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder(s) should submit for verification the extract of the charter documents such as a resolution/ power of attorney in favor of the person executing the Power of Attorney/Letter of Authority for the delegation of power hereunder on behalf of the Bidder(s).
- d) In case the Tender Documents are signed by an authorized Director/Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney/Letter of Authority.

**27. (3) FORM OF BID;**

**Forms, Specifications, List of Goods, Bill of Quantities and Detail of Standards of Tender/Items**

Sr.No	Description/Specifications /Standards	Quantity	Bid Rate per Unit (in Words)	Bid Rate Per Unit (in Figure)	Total Bid Cost/Amount

## Form of Covering Letter

[Lahore, Date]

To

The Registrar,  
University of Health Sciences,  
Lahore.

**Sub: SUBMISSION OF BID**

Dear Sir,

- a) Having examined the Tender related documents we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the tender items within time frame specified, starting from the date of signing of the Contract.
- c) We agree to abide by our proposal for the period of \_\_\_\_ days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a Contract in the form to be communicated by the Purchaser.
- e) Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound either to accept the lowest or any bid you receive, or to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Authorized Signatures with Official Seal

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## FORM OF POWER OF ATTORNEY/LETTER OF AUTHORITY

(On Stamp Paper of relevant value or Company letter head duly signed and stamped)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of (name of position) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the assignment) in response to the Tender invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

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

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

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

**FORM OF UNDERTAKING**

**(on company letterhead)**

It is certified that the information submitted/furnished herein as per Tender Document with regard to \_\_\_\_\_ is true and correct and nothing has been concealed or tampered with. We have gone through all the instructions and terms & conditions contained in the Tender Document for \_\_\_\_\_ and are liable to any punitive action for furnishing false information/documents.

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

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of

Duly authorized to sign bids for and on behalf of:





# Performance Guarantee

[Lahore, Date]

To

The Registrar,  
University of Health Sciences,  
Lahore.

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

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the **sum of 5% of the total** Contract amount as a 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 \_\_\_\_\_, 202\_\_\_\_

Signature and Seal of the Guarantors/ Bank

Address

Date

**27. FORM OF CONTRACT**

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between [University of Health Sciences, Lahore] (the “Purchaser”), on the one part, and [full legal name of the Contractor], on the other part severally liable to the Purchaser for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

**RECITALS**

**WHEREAS,**

- (a) The Purchaser intends to spend a part of its budget/funds for making eligible payments under this Contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract described herein.
- (b) The Purchaser has requested the Contractor to provide certain supply of Goods/Items as described in Tender Document; and
- (c) The Contractor, having represented to the Purchaser that it has the required financial resources, professional skills, and personnel resources, has agreed to provide the tender goods on the terms and conditions set forth in this Contract.
- (d) **NOW THEREFORE**, the Parties to this Contract agree as follows:
  1. The Contractor hereby covenants with the Purchaser to supply the Goods and to remedy defects/damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
  2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods and remedying of defects/damage therein.
  3. The following shall be deemed to form and be read and construed as part of this Contract:
    - i. The Tender Document
    - ii. Bidder(s)’s Proposal
    - iii. Terms and Conditions of the Contract
    - iv. The Technical Specifications
    - v. Tender Forms
    - vi. Price Schedule/Bid
    - vii. Affidavit(s)
    - viii. Authorized Dealership/Agency Certificate
  4. This Contract shall prevail over all other documents. In the event of any discrepancy/ inconsistency within the Contract, the above Documents shall prevail in the order listed above.
  5. The terms and conditions attached with this agreement shall be considered as integral part of this agreement.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above. For **[University of Health Sciences, Lahore For[full legal name of the Pakistan]: Contractor]:**

Signature

Signature

Name:

Name:

\_\_\_\_\_

\_\_\_\_\_

Witnessed By:

Witnessed By:

**WITNESSES**

Signature\_\_\_\_\_

Signature\_\_\_\_\_

CNIC #\_\_\_\_\_

CNIC#\_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation\_\_\_\_\_

Designation\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

## **28. TERMS AND CONDITIONS OF CONTRACT**

### **28.1. Contract Documents and Information**

The Contractor shall neither disclose any document, specification, sample, information nor make use of the Contract or disclose any of the provisions contained therein, furnished by or on behalf of the Purchaser, without prior permission of the Purchaser, to any person other than a person employed by the Contractor in performance of the Contract and such disclosure shall be only for purpose of performance of the Contract.

### **28.2. Contract Language**

The language of the Contract and other relevant documents between the Contractor and the Purchaser shall be English or Urdu or English & Urdu and in case of any translation the cost shall be borne by the Contractor.

### **28.3. Standards**

The Goods provided/supplied under the Contract shall conform to latest industrial quality standards.

### **28.4. Commercial Availability**

The commercial availability of the Goods required to be supplied under the Contract shall be ensured at the time of signing of the Contract.

### **28.5. Patent Rights**

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

### **28.6. Execution Schedule**

The Contractor shall ensure delivery of Goods mentioned in the Bidding Document on top priority within time period mentioned in the Purchase/Work order.

### **28.7. Delivery**

The Contractor shall deliver the Goods/Items at **University of Health Sciences, Jinnah Campus KSK**, according to purchase/service order as specified by the Purchaser.

The Contractor shall be responsible for physical custody of the Goods until the delivery, testing and taking over of the Goods is completed.

The Goods shall be delivered completely by the Contractor and if there is any apprehension of incomplete delivery, the Contractor shall complete the missing delivery immediately at his expenses.

The Contractor is required to provide a comprehensive logistics plan including supporting details regarding transportation, mobilization and personnel scheduling during warranty period.

The Contractor shall arrange and pay for the transport and maintenance of the Goods to the place of destination as specified in the Contract.

### **28.8. Inspection and Testing**

Inspection Committee shall inspect and test the **Goods** at the time of delivery in order to verify their conformity to the Technical Specifications. The Purchaser may reject the Goods if they are not in conformity to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Purchaser.

The Purchaser's post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods

Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

### **28.9. Warranty**

The Contractor shall warrant to the Purchaser Manufacturer's warranty for minimum **Three (3) Months** (hereinafter referred as Warranty Period) that the Goods supplied under the Contract are genuine, brand new, non-refurbished, un-altered, imported through proper channel, without any defect and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The Contractor shall provide replacement of defective/damaged items within 24 hours of intimation. The Contractor shall clearly mention Terms and Conditions for the Goods supplied after the expiry of initial warranty period. The Client shall, by written notice served on the Contractor with a copy to the Purchaser, indicate any claim(s) arising under the warranty. The Contractor shall, within the prescribed time period, after receipt of such notice, replace the defective/damaged Goods or parts thereof, without any cost to the Purchaser. The end user licenses, end user warranties and end user contracting support Goods shall be in the name of Purchaser, for the Goods supplied under the Contract.

### **28.10. Ownership of Goods and Replaced Components**

Goods to be supplied to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the Goods are taken over by the Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

### **28.11. Defects Liability Expiry Certificate**

The Contractor shall, after expiry of the warranty period, by written notice served on the Client with a copy to the Purchaser, apply for a Defects Liability Expiry Certificate.

The Client shall, within seven days of receipt of such notice, either issue the Defects Liability Expiry Certificate to the Contractor with a copy to the Purchaser, stating the date of expiry of the Warranty Period for all the Goods supplied and fulfillment of all obligations by the Contractor, under the Contract; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Defects Liability Expiry Certificate to be issued.

### **28.12. Payment**

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

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

The Purchaser shall get verified the details of Goods delivered against the invoice from the Works department/ Inspection Committee and Payment shall be made on **complete delivery** of Goods after issuance of satisfactory certificate by concerned Officer/ Inspection Committee, as per details given in relevant Letter of Acceptance.

The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliveries. The Purchaser shall make payment for the Goods supplied to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque.

Payment to contractor will be made after deduction of 5% retention money which will be released after expiry of the warranty period.

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

### **28.13. Price**

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

**28.14. Contract Amendment**

The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.

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

The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

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

**28.15. Assignment/Subcontract**

The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent. The Contractor shall guarantee that any and/or all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

**28.16. Delivery Period for Supply of SMD Flood Lights at Jinnah Campus KSK**

15 days from the date of issuance/receiving of supply order.

**28.17. PENALTY**

In case the contractor / supplier firm fails to adhere the delivery schedule then, its status will be considered blacklisted until and unless, the firm provides genuine reasons for delay in the supplies and it will be the discretion of the competent authority to accept the supplies.

**28.18. Liquidated Damages**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @1% of the total Contract Price which is attributable to such part of the Goods, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

**28.19. Defect Liability Period**

Defect liability period will be 90 days after completion of job/handing over.

**28.20. Blacklisting**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014.

### **29. Termination for Default**

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

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

### **30. Termination for Insolvency**

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

### **31. Force Majeure**

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.

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

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

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

### **32. Dispute Resolution and Redressal of Grievances by the Procuring Agency**

- a. The Purchaser may constitute a Committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
- b. Any Bidder(s) feeling aggrieved by any act of the Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.
- c. The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- e. The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

**33. Taxes and Duties**

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

**34. Contract Cost**

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful Bidder(s) shall provide legal Stamp Papers of relevant value according to Government

**Incharge Purchase cell**