BIDDING DOCUMENT
REPAIR OF DENTAL MACHINERY, PURCHASE OF OFFICE FURNITURE, LINEN STORE ITEMS (RE-TENDER), CCTV CAMERAS, DRUGS / MEDICINES & SURGICAL DISPOSABLE ITEMS (RE-TENDER)

PUNJAB INSTITUTE OF MENTAL HEALTH, LAHORE

DOCUMENTS FOR DENTAL MACHINERY, PURCHASE OF OFFICE FURNITURE, LINEN STORE ITEMS (RE-TENDER), CCTV CAMERAS, DRUGS / MEDICINES & SURGICAL DISPOSABLE ITEMS (RE-TENDER) FOR THE YEAR 2019-20.
INVITATION FOR BIDS

REPAIR OF DENTAL MACHINERY
FOR THE YEAR 2019-20

Punjab Institute of Mental Health invites sealed bids/tenders from Supplier Firms for the Repair of Dental Machinery for the Year 2019-20.

2. Interested Supplier Firms may get the bidding documents at the address mentioned below on submission of written application along with payment of non-refundable fee for Dental Machinery Rs.1000/- (One Thousand only). Bidding documents shall be issued from 01.11.2019 only during working hours. Advertisement for tender is also available on the website of Government of the Punjab i.e., (http://ppra.punjab.gov.pk).

3. **Single Stage – two envelope procedure, as per Rule 36 (b) of PPRA Rules 2014, shall be applied.** The bidder shall submit Bank Draft, Pay Order or Deposit at Call @ 2% of Estimated Dental Machinery, as a part of Bid.

4. Sealed bids are required to be dropped in tender box by the interested bidders at Punjab Institute of Mental Health by 16.11.2019 till 10:30 am. The technical bids shall be opened on the same day at 11:00 am in the presence of the bidders or their authorized representatives.

5. The bidders / suppliers are requested to offer the compatible rates.

6. The detail Terms and Conditions may be seen in the Bidding Document.

7. The Executive Director / Purchase committee reserves the rights to accept or reject any or all bids without assigning any reason.

Note: All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules, notified on, 2014 (Amended).

EXECUTIVE DIRECTOR
Punjab Institute of Mental Health, Lahore
LIST OF DENTAL MACHINERY

List attached as Annexure “A”

The Dental Machinery and their quantities given in Annexure “A” are based on previous year consumption and patients turn over. Both have great variation & dispersion and it is one of the possibilities that name of Dental Machinery mentioned in Annexure “A” may not be required in the current fiscal year.

INSTRUCTIONS TO BIDDERS

1. Source of Funds: The Government of Punjab, Health Department has allocated funds to this institution under Budget Head of Account - A-13101-Repair of Machinery which will be utilized for during the financial year 2019-20.

2. Eligible bidders: This Invitation for Bids is open to all supplier firms. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.

3. Eligible Goods and Services: All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For this purpose, the term “Goods” includes any Goods that are the subject of this Invitation for Bids and the term “Services” shall include related services such as transportation, insurance etc. The “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 through manufacturing or processing, or substantial and major assembly of ingredients / components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4. Cost of Bidding: The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.

THE BIDDING PROCEDURE

5. Single Stage – Two Envelopes Bidding Procedure as per rule 36(b) of PPRA Rules 2014 (Amended) shall be applied:
   i. The bid shall comprise a single sealed package with name of supplier in bold letters, containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal;
   ii. The envelopes shall be sealed & marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. The sealed envelope marked as “FINANCIAL PROPOSAL” will consist of compatible rates offers separately in a sealed envelope.
   iii. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
   iv. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened;
   v. The Procuring Agency shall evaluate the Technical Proposal, without reference to the financial proposal offer and reject any proposal which do not conform to the specified requirements;
   vi. During the technical evaluation, no amendments in the technical proposal shall be permitted;
   vii. The Financial Proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance;
   viii. After the evaluation and approval of the technical proposal, the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only.
   ix. The financial proposal of bids found technically non-responsive or non-compliant shall be returned un-opened to the respective bidders.
   x. The bid quoting the lowest rate will be accepted for awarding the contract.
   xi. According to the PPRA 2014 (Amended) the negotiation is not permissible but for compatibility with the market rates it will be carried out with lowest bidder if necessary, in the best interest of public and patient alike.

PREPARATION OF BIDS

6. Language of Bid: The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English.

7. Documents Comprising the Bid: The bid shall comprise the components as prescribed in Bid Check List.

8. Rates Offered:
   i. Rates offered should be filled in very carefully, preferably typed. Any alteration / correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be highlighted.
   ii. The bidder is required to offer competitive rate.

9. Documents Establishing bidder’s Eligibility and Qualification
The Procuring Agency shall examine the bids to determine whether bids are complete or have computational errors and have required sureties, signed documents and generally in order.

16. Preliminary Examination

i. The Procuring Agency shall examine the bids to determine whether bids are complete or have computational errors and have required sureties, signed documents and generally in order.

17. Evaluation & Comparison of Bids

The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive as mentioned in above Section “Preparation of Bid”.

a) Evaluation Criteria: For the purposes of determining the technically responsive bid, the following merit points 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 of each bid.
### Minimum Eligibility Criteria

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>N.I.C</td>
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<tr>
<td>2.</td>
<td>NTN Certificate</td>
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<tr>
<td>3.</td>
<td>GST Certificate</td>
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<tr>
<td>4.</td>
<td>Affidavit</td>
</tr>
<tr>
<td>5.</td>
<td>Original Receipt of Purchase of Tender</td>
</tr>
<tr>
<td>6.</td>
<td>Final Result</td>
</tr>
</tbody>
</table>

### Technical Evaluation Criteria:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Parameters</th>
<th>Detail</th>
<th>Total Marks</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Past Performance of Supplier for PIMH, Lahore</td>
<td>i. Poor</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii. Satisfactory</td>
<td>3</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>iii. Good</td>
<td>5</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>iv. Excellent</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Past Performance of Supplier for Other Private &amp; Public Institutions</td>
<td>Major institutions served:</td>
<td></td>
<td>Institutions include government departments and private hospitals</td>
</tr>
<tr>
<td></td>
<td></td>
<td>i. No institution served</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii. Less than 05 Institute</td>
<td>5</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>iii. More than 05 Institute</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Financial status</td>
<td>i. Bank Certificate</td>
<td>10</td>
<td>Bank Statements are not required. Bidder can provide more than one Bank certificates The Bank will certify about the Bidder’s financial worth &amp; reputation.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii. Tax Returns (Last Fiscal Year)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii. Professional Tax Certificate (current financial year)</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

Total marks: **50**  
Qualifying marks: **60%** and above  
The financial bids of technically accepted bidders will be opened publicly at a time to be announced by the Procuring Agency and the financial bids found technically non-responsive shall be returned un-opened to the respective Bidders.

THE INFORMATION PROVIDED BY THE FIRM SHOULD BE RELEVANT, CONCISE AND TO THE POINT AS PER BID EVALUATION CRITERIA, UNNECESSARY DOCUMENTATION WILL HAVE A NEGATIVE IMPACT.

After technical evaluation is completed, the Procuring Agency shall inform the bidders who have submitted proposals the technical scores obtained by their technical proposal, and shall notify those bidders whose proposal did not meet the minimum qualifying mark which is **60%** or were considered non-responsive, that their financial proposals shall be returned unopened after completing the selection process. The Procuring Agency shall
simultaneously notify in writing bidders that have secured the minimum qualifying marks, the date, time and location for opening the financial proposals. Bidders’ attendance at the opening of financial proposals is optional. Financial proposals shall be opened publicly in the presence of the bidders or their representatives who choose to attend. The name of the bidders and the technical score of the bidder shall be read aloud. The financial proposal of the bidders who met the minimum qualifying marks shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened and the quoted rates read aloud and recorded.

18. Contacting the Procuring Agency: No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing. Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of bid. **Canvassing by any bidder at any stage of evaluation (technical or financial bid) is strictly prohibited.** Any infringement shall lead to disqualification in addition to any other penalty Procuring Agency may in its discretion impose.

19. Qualification & disqualification of bidders: The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by firm was false and materially inaccurate or incomplete.

20. Rejection of Bids: The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds. The Procuring Agency incurs no liability, solely towards bidders who have submitted bids. Notice of the rejection of any or all bids shall be given promptly to the concerned bidders that submitted bids.

21. Re-Bidding: If the Procuring Agency rejected all bids, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement under Rule 42 of the *Punjab Procurement Rules-2014 (Ammended)*. The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

**DELIVERY SCHEDULE OF DENTAL MACHINERY**

The supplies shall be delivered within delivery date w.e.f. the next date after date of issue of Purchase Order (without penalty), and with prescribed penalty, as per following schedule of requirements:

<table>
<thead>
<tr>
<th>Mode of Penalty</th>
<th>Delivery Period</th>
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<tbody>
<tr>
<td>Without Penalty</td>
<td>30-Days from the date of supply order subject to the condition that the supplier firm will supply the total quantity of ordered stores.</td>
</tr>
<tr>
<td>With Penalty</td>
<td>In case the 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 Executive Director, Procuring Agency to accept the supplies. However, this acceptance will be subject to the imposition of the Late Delivery Charges at the uniform rate of 2% per month /0.067% per day.</td>
</tr>
</tbody>
</table>
AFFIDAVIT

I/We, the undersigned solemnly state that:

1) We have read the contents of the Bidding Document and have fully understood it.
2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
3) The Goods that we propose to supply under this contract are eligible goods as mentioned in the ITB.
4) The undersigned are also eligible Bidders as mentioned in the ITB.
5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuitues to any official or agent related to this bid or award or contract.
7) Our firm is not blacklisted or facing debarment from any Government, or its organization or project.

We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signed
PAST PERFORMANCE FORM

Name of the Firm

<table>
<thead>
<tr>
<th>Name of the Purchaser/Institution</th>
<th>Year of Contract</th>
<th>Purchaser Satisfactory Report / Certificate</th>
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<tbody>
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Note: -

Bidder is required to attached all Certificate issued by Purchasers with this form.
BID CHECK LIST

Name of the Firm

Documentary Evidence: Eligibility of the Bidders and Goods

<table>
<thead>
<tr>
<th>Required Documentation</th>
<th>Checklist (To be initialed by the Bidder against each document)</th>
<th>Relevant Page Number in the Bid (To be filled by the Bidder)</th>
<th>Supporting Documents (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Column:1</td>
<td>Column:2</td>
<td>Column:3</td>
<td>Column:4</td>
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<tr>
<td>NTN Certificate</td>
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<td>GST Certificate</td>
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<td>Affidavit</td>
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<td>Past Performance Certificate</td>
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<tr>
<td>Tax Return (Last Fiscal Year)</td>
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<td>Bank Certificates</td>
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<td>Professional Tax Certificate</td>
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<tr>
<td>Original Receipt of purchase of Bidding Document</td>
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PERFORMANCE GUARANTEE/ SECURITY FORM

To: [Name & Address of the Procuring Agency]

Whereas M/S ________ (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No.________ dated _______ 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 a CDR 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_________________, 201_

Signature and Seal of the Guarantors/ Bank

Address __________________________

Date _____________________________
ANNEXURE-B

To

The Executive Director

I/We the undersigned agree, on the acceptance of this tender in whole or in part to supply to the Executive Director, thereinafter referred to as the Executive Director which expression shall include those duly authorized to act for him) in accordance with such acceptance, as many of the articles as may be required by the Executive Director approximate estimate of which is specified in the schedule attached hereto as the Executive Director may actually require during period from ______________ to ______________ 

I/we shall deliver the supplies at my/our expenses in such quantities at such time in such manner to such person and at such place (within the area, covered by the contract as specified in the schedule) as the Executive Director may direct. I/we shall supply all eatable articles according to the standard of Punjab Pure Food Rules 2007, that I/we will be personally responsible under the Punjab Pure Food Rules 2007 supplying anything which is found adulterated and will have to face consequences in a Honorable Court of Law.

2. I/we shall furnish as a security deposit within ten days of issue of notice of acceptance of tender the sum (In whole or in part) at 5% of total tendered, value of which the Executive Director may demand according to the advertisement and will be liable to forfeit in the event of any breach or non-performance on my/out part of the contract. If I/we fail to furnish such security deposit within the time aforesaid this contract may be forthwith terminated.

3. Any changes in the constitution of my/our firm shall be notified forthwith by me/us in writing to the authority sanctioning the contract and such change shall not relieve any former member of the firm from any liability under the contract. No new partner/partners shall be accepted into the firm by me/us in respect of this contract.

I/we shall not allow any black-listed person/persons to associate with me/us as partner, representative agents or any capacity whatsoever.

4. The officer sanctioning the contract may authorize such officers as he may wish to operate the contract on his behalf and I/we and my/our agents will accept and carry out Instructions given by such officer (or their representatives) in connection with this contract as if these were issued by the officer sanctioning the contract.

5. All money or compensation payable by me/us to Government under the terms of the contract may be deducted from or realized by the sale of a Sufficient part of my/our security deposit or from Interest arising there from or from any sums which may be due or may become due to me/us by Government under this or any other account. In the event of my/our security deposit being reduced by reasons of any such deductions or sale as aforesaid this contract may be forthwith terminated.

6. (i) The officer to whom supplies are to be delivered (in the contract referred to the officer operating the contract which expression shall include his duly authorized representative) may reject the supplies in whole or in part if in his opinion they are not in all respects in accordance with the contract. His opinion will be final and there will be no appeal against it.

(ii) I/we shall not charge or be paid for supplies, rejected as above and such supplies shall be removed by me/us at once at our expenses.

(iii) I/we shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from cutting, tearing or any other harm incidental to a full and proper examination and test of supplies

(iv) Executive Director shall be under no liability whatever for rejected supplies and the same shall be replaced at my/our risk. If rejected supplies be not removed by me/us within fifteen days of rejection, the officer operating the contract shall be entitled to cause the same to be removed (exception case of perishable article, the disposal of which will be immediate) and to charge me/us with all expenses incurred in such removal or to leave them on institute premises and to charge me/us rent for the space occupied the sum of such rent being settled in case of dispute by the officer sanctioning the contract to
sell or otherwise dispose of the goods on my/our behalf at my/our risk and to retain any money realized after paying expenses of sale towards any sum due from me/us.

(v) Notwithstanding anything contained herein all rejected/perishable articles should be replaced by the contractor within an hour of their rejection.

7. In the event of:

(i) Rejection of my/our supplies as described in paragraph 6 (1) above, or (ii) my/our falling, declining; neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of the contract, officer operating the contract shall be at liberty without prejudice to any other remedy the Executive Director may have on account of such breach or non-performance of the contract as cancellation of contract when he thinks fit on 7 days previous notice under intimation to the sanctioning authority or to impose a fine for any violation of the rules to this agreement to the extent of Rs.500/- for such and every occasion and purchase or to arrange from the local market or otherwise without further reference on my/our expenses where thereon such stipulated period within two days of the receipt of the order of such period with the officer operating the contract, may, by writing specify such supplies as may have been rejected or that I/we may have failed, declined, neglected or delayed to supplies of such authorized substitute thereof, as are specified in the schedule thereto and any excess cost so incurred on the contract price (together with all incidental charges or expenses incurred in purchasing, procuring or arranging for such supplies or their authorized substitute and in cases where issues in replacement are made from the local market, the cost of value of such replacement together with all incidental charges or expenses) shall be recoverable from me/us on demand.

8. The officer sanctioning the contract may cancel this contract by notice to me/us in writing.

(i) If I/we assign or sublet my/our contract without his written approval.

(ii) If I/we or any of my/our agents or servants shall:

(a) Be guilty of fraud in respect of the contract or any other contract entered into by me/us with Executive Director.

(b) Directly or indirectly give, promise or offer any bribe, gratification, gift, loan requisite, reward or advantage pecuniary or otherwise to any officer or person in the employment of the Government.

(iii) If any such officer or person mentioned in sub-paragraph of this paragraph becomes in any way directly or indirectly interested in the Contract.

(iv) If I/we decline or delay to comply with any demand or requisition or in other way fail to perform or observe any condition of the contract.

(v) I/we or any of my/our partners become insolvent or apply for relief as an insolvent debtor or commence any insolvency proceedings or make any composition with my/our creditors or attempt to do so or in the case of our being registered company, any order be duly made or any resolution be duly passed for the winding up of the company.

(vi) I/we allow any black-listed person/persons to associate with me/us in any capacity whatsoever.

(vii) If three of my samples of articles of diet are found substandard by the Analytical Laboratories to which samples have been submitted, and in such case, I shall be personally responsible for facing the court of law even if this act is done by my representative or agent who will not be responsible for such an act.

(viii) The successful bidder will deposit the amount @ 5% of total bid as performance guarantee/security in the shape of CDR/Bank Draft.

In case of such cancellation my/our total security deposit shall stand forfeited and be absolutely at the disposal of Government without prejudice to any other remedy or action that the Government may have or take. If this contract be for supply at more than one station its cancellation under these conditions shall not be affected by the acceptance, meanwhile for subsequently of supplies accepted or made at any station in ignorance of the rescission.

9. Notwithstanding anything hereinbefore containing and without prejudice thereto, the officer operating the contract may recover from me/us as compensation of such amount as he considers reasonable.

(i) If any goods entrusted to me/us under the contract be lost, damaged or depreciated unless such loss, damage or depreciation be due to the act of God or of the Government enemies (force majeure).

(ii) If I/we fail to observe or perform any condition of the contract.
10. Decision as to recovery of moneys from me/us in respect of purchase or arrangement at my/our expenses or of compensation by order of the officer operating the contract under paragraph 7 and 9 above and any order for rescission of the contract by officer sanctioning the contract under paragraph 8 above shall be subject to an appeal if preferred in writing by me/us within fifteen days of issue of such decision or order to such officer immediate superior whose decision will be accepted as final. If such appeal be not duly notified to the immediate superior officer within this period, the original decision or order in question shall be accepted as final.

11. I/we shall be liable to pay rent for any Government land or accommodation if and when occupied by me/us in the course of the contract at a rate to be fixed by the Executive Director the occupation of the land or accommodation found intimated by the officer operating the contract in addition to the electric and water charges at current rates. No stock of the contractor should be anywhere outside the allotted premises. In the event of breach, such Stocks shall be liable to be confiscated.

11-A. No payment whatsoever will be made for an article of diet which is found adulterated besides a fine of Rs.500/-

12. No payment will be made in advance for any supplies under this contract. All payments will be made by cross
cheques and no payment will be made in cash.

13. If, during the period of current contract, the specification of any article or articles to be supplied hereunder be changed, I/we shall continue to supply the said article or articles in accordance with the new specification, at a rate to be mutually agreed to in writing at the time of such change and in default of such agreement, the contract so far as it relates to the said article or articles in respect of which no agreement has been arrived shall be cancelled but no such change shall affect the supply of any of the other articles under the contract or entitle me/us to any compensation. I/we shall keep stock in sufficient for fortnight’s supply for the institute, store rooms for which I/we shall pay such rent as may be fixed by the institute authorities.

14. I/we shall observe the cleanliness and respectful behavior that may be given by the officer operating the contract.

15. In respect of any supplies of food stuffs or of drinks under this contract any officer of the department concerned and any medical officer acting on behalf of the officer sanctioning the contract may at any time inspect and examine these supplies and the hygienic and the sanitary conditions under which these supplies are prepared, stored previous to issue receiving officer or issued and I/we shall comply without unnecessary delay with any reasonable instructions or suggestion in connection with preparation, storing and handling instructions or suggestions issued such supplies any expenditure incurred by me/us in the course of such compliance (and which is not chargeable to me/us under the contract) being borne by me/us if the officer operating the contract may so decide.

16. (i) I/we shall submit by the eighth of each month to the Executive Director In triplicate one bill (in English/Urdu) for all services or supplies duly accepted during the preceding month. The bill will be presented by me/us and supported by the receipted vouchers given to me/us by receiving officers. The charges in these bills shall always be entered at the same rates for each supply as are shown in the schedule of the contract and under such clause of the schedule pertains to it and is specified by the officer operating the contract.

(ii) No tender item shall be supplied by me/us without a proper requisition duly signed by competent and authorized authority and proper receipts shall be obtained after each supply duly attested by the competent and authorized authority for correct and good quality and quantity. All such receipts will be produced by me/us when the consolidated bill is tendered for payment. In case of default all such quantities of article can be made liable for non-payment by the competent authority for which I/we shall have no objection.

(iii) I/we shall be responsible for taking all possible step to obtain receipted vouchers from receiving officer in time to ensure correct submission of my/our bill as within the period specified above. In the event of failure to obtain receipted vouchers in time, I/we will bring the matter in writing to the notice of the officer operating/Executive Director the contract who shall ensure payment promptly.

(iv) If any retrenchment be made in the payment of any bill submitted by me/us other than in respect of any ordinary audit objection and except in respect of recoveries under paragraphs 7 and 9 above on which final decision have already been given. Such retrenchment shall be subject be to an appeal if preferred by me/us in writing within one month to the officer sanctioning the contract, whose decision shall be accepted by me/us as final. If the retrenchment be withdrawn and submission of a fresh bill for the amount retrenched be sanctioned, I/we shall submit this bill to the Executive Director with all necessary supporting vouchers within fifteen days of such decision being given.

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My/our security deposit or any balance thereof remaining at the end of the contract shall be returned to me/us on the completion of contract.

17. I/we acknowledge that, I/we have made myself/ourselves fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and with all the terms, clauses, conditions specifications and other details of the contract and I/we shall not plead ignorance of any these as excuse in case of complaint against or rejection of supplies services rendered by me/us or with either to asking for enhancement of any rates agreed to in the contract or to evading any of my/our obligations under the contract.

18. Any dispute or difference arising out of this contract, settlement of which is not herein before provided for shall be referred to the Director General Health Service Punjab, Lahore whose decision shall be final and binding.

19. Making of bills I/we shall make a single bill in triplicate for supplies made in each month supported by the original orders and receipts by the officer to whom supplies are made and will submit to the officer of the contract/Executive Director not later than the 8th or the month succeeding that in which supplies have been made. If I/we shall fail to submit the bills by the due date I/we will not claim its payment.

20. Loss of receipts I/we shall not be entitled to receive payment in respect of the goods supplied for which receipts are not available.

**SPECIAL CONDITIONS FOR PERISHABLE ARTICLES**

21. All perishable articles such as butter, eggs, fish, beef, mutton etc. must be fresh, sound and according to the laid down standards of the Punjab Pure Food Rule 2007.

   **Eggs** - Eggs must be of hen. They must not float on water but must readily sink and should weigh not less than 60gm / egg.

   **Butter** - Butter should be fresh, and not rescind and should conform to the standard laid down in Punjab Pure Food Rules 2007.

   Vegetable Oil must be supplied in factory sealed containers and must conform to the standard laid down in Punjab Pure Food Rules 2007 in all respects. Samples will be forwarded to the Government Public Analyst for analysis as quality and purity.

   **Fruit** - Fruit must be ripe, fresh and sound.

   **Vegetable** - (Including potatoes) must be all fresh, and sound and un-rotten and of variety as ordered. These Articles shall be supplied by Pakistan standard measures and weight at any hour and in any required quality. Vegetables having thick and many coverings like cauliflowers onion etc. will be weighed after removal for the same. I/we will supply vegetable (seasonal or imported) in strict rotations as ordered from time to time.

   The meat contractor shall be responsible to arrange the supplies to be made punctually at the hours specified by the Executive Director and shall be present for institute himself or engage as, assistant to do so on his behalf to meet any emergency order from any ward for the supply and in the presence of officer operating the contract or other person deputed by him. Should this officer pronounce any article to be of inferior quality it shall be replaced by the contractor in time to prevent inconvenience or delay. Beef should be brought to the institute premises with joints and will be dressed in institute premises. Thereafter it will be supplied according to the need and requirement and will be weighed without bones.

**SPECIAL CONDITIONS FOR SUPPLIES OF MILK**

23. Milk-sterilized, homogenized and standardized in Packing of 1/2 liter / 01-Liter shall be supplied. Milk should conform to the standards laid down in the Punjab Pure Food Rules 2007 in all respects. The supplies will conform to all the directions and instructions to be given from time to time by the institute authority.

   (a) Any supply of milk and milk products that is unsatisfactory or turns bad cause for which attributable to me/us shall have to be replaced by my/us immediately failing which may be obtained from the local market at my/our risk and cost.

   (b) Any milk supplied, which is found adulterated by the Government Public Analyst, will not be paid for at all besides fine that may be imposed on me/us.
SPECIAL CONDITIONS FOR SUPPLIES OF NON-PERISHABLE ARTICLES

23. The contractors must deposit one month’s store requirements regularly on 1st of each month of all non-perishable articles to the Institute authorities. The contractor should collect the Indent on 15th/16th of each month failing which it will be presumed that he does not intend to make supplies and risk purchase be made. The food items will be accepted after the clearance of Inspection Committee of Kitchen with terms & conditions (i) check the quality and quantity of food items supplied by the contractor (ii) check the documents for sources of food supply (iii) send the sample to Punjab Public Analyst, Lahore (iv) if supplied food item is not standardized, the disposal of non-standardized food items (v) recommendation for strict warning and fine to contractor for supply of substandard food items (vi) proper maintenance of record.

24. The contractor must provide the certificate of analysis and authenticated by Punjab Food Authority.

Witnesses. Signature(s) or Thumb-Impression(s) of Tender(s)

1. Name
   National Identity Card No.

2. Address
   Occupation
   National Income Tax No.

THE AGREEMENT MADE THIS ________________ day of ________________ 20__

Between

(a) A company incorporated in Pakistan and Registered under the Companies Act 1913, with any amendments made since partition with registered office.

(b) A firm consisting of:

   (1) Son of Caste
   (2) Son of Caste
   (3) Son of Caste

Registered with the Registrar of Firms as on ________________ in the name and style of ____________________________

Managing Director of the

OR

Contractor of the one part AND the Government of Punjab through the Executive Director of ____________________________

NOW THESE PRESENT WITNESSETH that in consideration of the payment to be made by Government at the rate set forth in column 7 of schedule in the manner set forth in the condition herein mentioned which conditions shall be deemed fully set out herein and the Government both hereby agreed and if the contractor duly comply with the Government demand for the said article and observe and fulfill the said terms and conditions for the period of the contractor merely from the

______________________ day of ________________ 20__
______________________ day of ________________ 20__
subject thereto, Government, will pay or cause to be paid to the contractor at the times in the manner set forth in the said
conditions marked Schedule A the amounts payable for each and every consignments calculated at the rate of forth in column
7 and schedule B hereto annexed is payments for the said articles.

To be omitted if the firm is not registered. Strike out the Portion as required.

IN WITNESS WHEREOF the parties have hereunto set their hands on the day of ___________ 20 ________

In the presence of
(1) __________________________________________________________
Witnesses Signature of Contractor

(2) __________________________________________________________
signature of on behalf of and by order of the
Government of the Punjab

CONDITIONS OF CONTRACT

This contract is to last from ________________ to ________________ but in the event of any, breach of the agreement at any
time on the part of the Contractor, the contract may be terminated summarily by the Executive Director without Compensation
to the contractor.

Any change in the constitution of the firm shall be notified forthwith by the contractor in writing to the authority
sanctioning the contract and such changes shall not relieve any former member of the firm from any liability under the contract.
No new partner/partners shall be accepted into, firm by the contractor in respect of this contract unless he/she agree to abide
by all its terms and conditions and deposit with the officer sanctioning the contract written agreement to this effect. The
contractor’s receipt or acknowledgement or that of any partners subsequently accepted as above shall bind all of them and
will be a sufficient discharge for any of the purposes of the contract.

2. The contractor will not quote rate for any supply material 10% unreasonably below or above the market price which
will be determinate at the time of accepting the tenders. The tenders not fulfilling this condition will not be considered.

3. The contractor will supply nothing but genuine articles e.g. _______________________ described in column 2
Schedule (8) from time to time in such quantities as may be entered in the Indents sent at the rate set forth in column 2 of
Schedule B for use in office/Institution/department under the administrative control of the Government of the Punjab as may
be required by the Indenting officers mentioned in schedule thereto annexed on behalf of the Government. Requisition from
officers not mentioned in Schedule (C) hereto annexed should before compliance be sent in original to the Executive Director
for Instructions and the officer concerned advice accordingly. No guarantee can be given as to the quality which will be
ordered during this period. But further inconsideration of Government, agreeing subject to the terms of this contractor the
entire amount of supply of the kind referred to in his Contract which the Indenting officer operating the contract may require
within the period of the, contract and for the purposes indicated there in the aforesaid contractor hereby binds himself not to
revoke his contract during the said period.

The quantities mentioned in Column 4 of Schedule B are anticipated ones. These may exceed up to 15% aid the
contractor will have to supply them excessive quantity at approved rates.

4. The articles be supplied under this contract will be of the quality equal and answerable in every respect to the sample
sent with that tender and approved by the Executive Director. The Contractor shall be responsible for all complaints as regards
quality. In case of dispute regarding quality of the Articles the decision of the Executive Director will be final and binding on
the contractor.

5. The Executive Director may by noticed in writing, call upon the contractor to supply additional articles to serve as
sample and upon such notice in writing the contractor at his own cost be bound to supply additional samples, such additional
samples being in respect of the same quality as the samples first supplied.

6. The contractor will be responsible for damage or loss in transit and replace goods broken or lost within (seven days)
from the date of notice thereof.

7. Unless when specially, ordered otherwise in the order accompanying the indent of all goods must be dispatched
within three days of the receipts of Indent by the contractor.
8. Conditions as to time for performance whether laid down herein or in any indent shall be always regarded as the essence of the contract.

9. The Executive Director, or the indenting officer, or any officer, or person duly authorized in writing by Executive Director shall have power to inspect the stores before, during or after manufacture, collection, dispatch, transit or arrival and to reject the same or any part at portion after the written approval of the Executive Director if he or they be not satisfied that the same is equal or according to the sample submitted by the contractor. The contractor shall not change or be paid for supplies rejected as above and such supplies shall be removed by the contractor at once at his expense. He shall neither claim nor be entitled to Payment for any damage that rejected supplies may suffer from and harm whatsoever indent to a full and proper examination and test of such Supplies. Government shall be under no liability whatever for rejected supplies and the same shall be replaced at the contractor's risk.

Rejected supplies be removed by the contractor within seven days after, the notice has been issued to him of such rejection and failing such removal, rejected goods will be removed at contractor's risk and Government may charge the contractor rent of the space occupied by such rejected goods.

10. Packing cases, tins containers, gunny packages, etc. which used for purposes of packing and which are delivered with store will not be returned or paid.

11. Unless otherwise specified in a requisition bill for the whole of the goods referred to each indent in triplicate will be prepared and submitted by the contractor to the consignee for payment. The full amount will be paid on receipt of stores in good condition and after their verification as regards specifications etc.

Should the payment of any bill not be made within one month from the date of its submission, the matter should be reported to the Executive Director. All such complaints should give:

(i) The number and the date of the requisition.
(ii) The designation of the requisitioning officer.
(iii) The designation and address of the consignee.
(iv) The designation and address of the officer to whom the bill was sent by the contractor.
(v) The number and the date of the bill and date on which bill was sent to the office. mentioned in (iv) above.
(vi) Reference of reminders, if any.

12. (i) With every dispatch of goods or material under this contract invoices in triplicate will be prepared by the contractor. Invoices in duplicate are to be sent by the contractor to the Indenting officer. The duplicate to be returned by the Indenting officer with quantities of number received duly noted thereon and the third copy to be sent by the contractor to the Executive Director for record in his office.

(ii) Railway receipt will be forwarded to the consignee immediately after dispatch of stores, should any demurrage charge be incurred owing to delay on the part of the contractor in forwarding the railway receipt, the Amount of such charges will be deducted from the bill.

(iii) For orders placed at the rates F.O.R. place of dispatch the goods will always be booked “Freight to pay” and are not to be sent “Freight paid” except when the contractor is specifically asked to do so.

(iv) The contractor will send to the Executive Director quarterly statement of goods supplied under this agreement in the following form:

<table>
<thead>
<tr>
<th>Name of officer</th>
<th>Indent No. and Date</th>
<th>Name of Articles</th>
<th>Quantity of No. supplied and to whom and where</th>
<th>Value of supply</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The contractor will not be entitled to charge or be paid for supplies broken, lost, damaged in transit. The Executive Director will be the authority to determine whether or not the breakage, loss or damage was caused through take contractor’s negligence and the decision of the Executive Director shall be final and conclusive against the contractor. Such rejected supplies shall be removed by the contractor at his own expenses.

If during the current contract the Specification of any article or articles to be supplied there under be changed, the contractor shall continue to comply with demands of the supply of the said article or articles in accordance with the new specification at a rate to be mutually agreed to in writing at the time of such change and in default of such agreement the contract so far as it relates to the said article or articles in respect of which no agreement has been arrived at shall terminate but no such change shall effect the supply of any of the other articles under the contract or entitle the contractor or any compensation.

In the event of withdrawal or discontinuance of any article or articles and consequent ceasing of a reduction in demand, the contractor shall not be entitled to any compensation.

The contractor acknowledges that he had made himself fully acquainted with all the conditions and circumstances under which the supplies are required to be made under the contract; and the contractor shall not plead ignorance of any of these excuses in case of complaint against or on rejection of supplies tendered by him or with a view either to asking for enhancement of any rates agreed to in the contract or evading any of his obligations under the contract.

No payment will be made in advance for any supplies under this contract.

The contractor shall not:

- Assign or sublet the contract without written approval of the officer sanctioning the contract; and
- Disclose details of the conditions governing his contract to unauthorized persons. Indenting against this contract is permissible only for bonafide use of Government Departments and quasi-public bodies and not for private parties for private use of Government Officers.

In the event of the contractor falling duly and properly to fulfill, or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejection hereunder or failing, declining neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of this contract if the contractor or his agents or servants being guilty of fraud in respect of the contract or any other contract into by the contractor or any of the partners or representatives thereof with Government or directing, giving, promising or offering any bribes gratification gift, loan requisite, rewards or advantage pecuniary or otherwise to any office or person in the employment of Government in any way relating to such office or persons, office of employment. If the contractor or any of his partners becomes insolvent or apply for relief as an Insolvent debtor or commence any insolvency proceedings or make any composition with his creditors attempts to do so, then within prejudice to Government rights and remedies otherwise, Government shall be entitled to terminate this contract forthwith and black list the contractor arid or purchase or procure or arrange from Government stocks or otherwise at the absolute discretion of the Executive Director as regards the manner, place or time of such purchase such supplies as have not been supplied or have been rejected under this agreement or are required subsequently by Government there under and in cases where issue in replacement are made from Government stock or supplies the cost or value of such stock or supplies, together with all incidental charges of expenses shall be recoverable from the contractor on demand, and the contractor shall not be entitled to benefit from any profit which may thus accrue to Government.

The termination of this contract in whole or part under these conditions shall be affected by the acceptance meanwhile or subsequently of supply accepted or made at any station whether by ignorance of the termination or otherwise.

If any, question, difference or objection whatsoever, shall arise in any way connected with or arising out of this agreement for meaning or operation of any part thereof for the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is herein before provided for and has been so decided every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination shall be referred for arbitration to the Director General Health, Punjab and his decision shall be final and binding where the matter involves a claim or the payment or the recovery or deduction of money only the amount, if any, awarded in such arbitration shall be recoverable in respect of matter so referred.

Notes:
(1) All article supplied must conform to standard laid down in Schedule B.
(2) All Supplies are of a retail nature and will be received at Institute premises.
(3) The article shall be supplied in international measures and weights as enforced in Pakistan.
(4) Dressed chickens means chicken without head, stomach (pota), lever (kaligi), Intestines, lungs and spleen.
(5) Dressed fish should be supplied. Dressed fish means fish (Rahoo) without head, fins, scales and clean belly.
(6) Eggs should not weigh less than 60-gram each
(7) Beef brought to the institute shall be of good quality, fresh and properly covered with clean cloth and stamped. Beef should be brought to the institute premises with joints and will be dressed in institute premises and thereafter it will be supplied according to need and requirement as requisitioned and weigh without bones.
(8) Vegetables. All vegetables will be accepted by weight but cauliflower, cabbage and turnips will be weighed after removing all leaves Stalks, and stern, etc. The contractor shall have to supply on demand any variety of vegetables during the year. The indenting officer is at liberty to determine the quality of the vegetable daily indented for and for any period which he desires.
(9) The Executive Director or any officer authorized by him can vary the proportion of vegetables including potatoes and tomatoes in the daily requisition of diet.
(10) Article enumerated in the Schedule “B” under different groups when ordered by the Executive Director or his nominee shall be supplied by the contractor who cannot claim the sight to refuse such supplies on the ground that his tender rates applied only to particular section of the institute.
(11) Rate of kerosene oil must be quoted exclusive of tins.
(12) The total of each items as well as that of each group must be given clearly both in figures and words without which no tender will be considered.
(13) Rates for all the items included in a group should be quoted. An incomplete tender for any group will not be considered for that group.
(14) Rates for each item must be quoted in the units given against it in relevant column of schedule B. If the rate is quoted in the unit other than specified the tender will be rejected.
(15) Each tenderer must deposit as an earnest money, @2% of quoted rate for diet & General Store from a scheduled bank of Pakistan in the name of the Executive Director of the Institute concerned and the Bank security receipt should be sent along with the tender.
(16) The rates tendered are subject to the conditions laid down in the agreement form with schedules, A, B and C, which must be obtained from the Executive Director of the institute.
(17) Each tenderer must attach a certificate from the Deputy Commissioner of the District showing that he is man of means.
(18) The tender in which any departure has been made from the prescribed tender form by adding a note or notes or any other alteration in specifications etc. will be automatically rejected.
(19) The earnest money @2% of quote rate for diet & General Store will be forfeited, if the contractor whose tender is once sanctioned refuses to accept the contract and he will be disqualified as a contractor.
(20) The contractor for certain group may be provided with go down rooms on the institute premises, If available and will be liable to pay the rent fixed by the building department.
(21) The rates quoted will be current for the full period of the contract and no application for increase in the rates of compensation on one plea or another will be entertained.
(22) Ghee and milk and food articles supplied by the contractor will be frequently sent to the Government Public Analyst, Lahore for chemical analysis in order to test purity.
(23) Deodar and Shisham wood seasoned and best quality shall be accepted. In case it will be found detective on sawing it will be rejected and replaced by other best quality at the cost of contractor or his representative, but the sawing charges will be paid by the institute in respect of the accepted quantity only.
(24) The rates in respect of milk shall be for milk sterilized in half liter / one-liter packs.

(25) No payment whatsoever will be made to the contractor for supply which is found to be adulterated.

(26) Risk purchases will be made and the adulterated supply will either be destroyed or if consumed will not be paid for.

(27) No bill in respect of supplies will be entertained till the result from the Government Public Analyst/Chemical Examiner is received and final decision arrived at by the Executive Director.

(28) The contractor will also be personally brought before the Court of Law for adulteration besides his authorized representative who actually delivers supplies.

(29) There will be no time limit for imposing fine which could be imposed any time, after adulteration has come to light and for deduction the amount of such supply from subsequent bill or security deposits of the contractor.

(30) The contractor must submit 3 copies of his photographs (a Passport size) duly attested by some Gazetted Officer at the time of submission of the tender. The contractor will also have to submit an attested photograph (Passport size) of his representative if any one of the acceptances of his contract.

(31) In case the tenders are found to have manipulated the tender rates in collusion amongst themselves the tender will be cancelled and the Government will not be responsible should there be any loss on his account to them.

(32) In respect of the item where more than one brand is given in the tender form it will be at the discretion of the institute to take any of the brands and get the supply accordingly.

(33) In case of articles of various brands, sizes and numbers etc., it is at the discretion of the indenters to receive the articles according to their requirements.

(34) In case of mis-printing of specifications names etc., of any article, the correct specifications / name etc., of such articles printed in the tender forms of the previous years will be taken into account and the supply will be received accordingly at all.

(35) The firm must be requested for Income Tax & Sales Tax.

(36) Professional Tax for current year should be attached.

(37) The contract will supply the goods / items on DDP (Delivered Duty Paid) basis.

In Witness whereof the parties have hereunto set their hands on the dates indicated below:

(1) (In the case of firm) - signed by the firm of __________________________

_________________________ __________________________
Partner of the firm.

Signature __________________________

National Identity Card No. __________________________

National Income Tax No. __________________________