

**PROVINCIAL QUALITY CONTROL BOARD, PUNJAB
PRIMARY AND SECONDARY HEALTHCARE,
DEPARTMENT
GOVERNMENT OF THE PUNJAB**



**Primary & Secondary
Healthcare Department**

BIDDING DOCUMENTS

Bid Reference No. PQCB/F-Sec/Jul-02/2023-24

**FRAMEWORK CONTRACT FOR PROCUREMENT OF
JANITORIAL SERVICES AND JANITORIAL SUPPLIES FOR
THE o/o SECRETARY PROVINCIAL QUALITY CONTROL
BOARD, PUNJAB.**

492-R-II, JOHAR TOWN, LAHORE

(FINALCIAL YEAR 2023-2024)

**FRAMEWORK CONTRACT
FOR THE PROCUREMENT OF JANITORIAL SERVICES
& SUPPLIES FOR FINANCIAL YEAR 2023-24
AT O/O SECRETARY, PROVINCIAL QUALITY CONTROL
BOARD, PUNJAB, 492-R-II, JOHAR TOWN LAHORE.**

Sr.	Tender/ Package No.	Tender Name	Estimated Budget
1	T-2/21	Janitorial Services	2.80 million
2	T-3/21	Janitorial Supplies	0.20 million
Total			3.00 million

Invitation to Bid

SUBJECT: PROCUREMENT OF JANITORIAL SERVICES AND SUPPLIES FOR THE O/o SECRETARY PROVINCIAL QUALITY CONTROL BOARD, PUNJAB

1. The Provincial Quality Control Board, Punjab, Lahore under the administrative control of Primary & Secondary Healthcare Department invites sealed bids from eligible bidders for the Procurement of Janitorial Services and Janitorial Supplies for its office situated at 492-R-II, Johar town, Lahore.
2. A complete set of Bidding Documents containing terms & conditions and scope of services is readily available and can be downloaded from the websites (ppra.punjab.gov.pk), (pshealthpunjab.gov.pk) and office own website (pqcb.pshealthpunjab.gov.pk) (There is **NO** tender submission fee).
3. Bidding shall be conducted through Single Stage–Two Envelopes bidding procedure, as per Rule 38(2)(a) of Punjab Procurement Rules, 2014. The envelopes shall be marked as “Financial Proposal” and “Technical Proposal” in bold and legible letters in separate envelopes.
4. Sealed Bids are required to be submitted by interested bidders on or before **20th September, 2023 till 02:00 PM** in the office of **Secretary Provincial Quality Control Board, Punjab, situated at 492 R-II, Johar Town, Lahore**. The Bids received till the stipulated date and time shall be opened on same day at **02:30 PM** in the presence of the representative of the firms who choose to attend. Late bids shall not be entertained. Any person of the firm must submit a copy of his/her CNIC for submission of bidding document.

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

(SECRETARY)

PROVINCIAL QUALITY CONTROL BOARD, PUNJAB

GOVERNMENT OF THE PUNHAB
Primary & Secondary Healthcare Department
492 R-II Johar Town, Lahore

E-mail: secretary.pqcb@gmail.com Tel: 042-99332189-90

Contact Person:

Name: Hafiz Zeeshan rafique: 0301-6199007

Email: finance.pqcb@gmail.com

PART I

INSTRUCTION TO BIDDERS

INTRODUCTION

1. Source of Funds	1.1 The Procuring Agency named in the bid Data Sheet has received budget from the Government of Punjab. The procuring agency intends to apply a portion of the proceeds of this budget to eligible payments under the contract for which this invitation for bids is issued.
2. Eligible Bidders	<p>2.1 This invitation for bids is open to all supplies, except as provided hereinafter.</p> <p>2.2 Bidders should not be associated, or even have been associated with a firm or any of its affiliates which have been engaged by the procuring agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this invitation for bids.</p> <p>2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law and if they are not a dependent agency of the Government.</p> <p>2.4 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procuring Regulatory Authority (PPRA). For which an undertaking will be submitted along with bid by the bidders.</p>
3. Eligible Services & Goods	<p>3.1 All services and related goods to be supplied under the contract shall have their origin in eligible source countries, defined in the Bid Data Sheet (BDS), and all expenditures made under the contract will be limited to such goods and services.</p> <p>3.2 For purpose of this clause, “Origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3 The origin of services and related goods is distinct from nationality of the bidders.</p>
4. Cost of Bidding	4.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “The Purchaser” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

BIDDING DOCUMENTS

5. Content of Bidding Documents	<p>5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the invitation for bids, the bidding documents include:</p> <ol style="list-style-type: none"> a) Instruction To Bidders (ITB) b) Bid Data Sheet c) Schedule of Requirements d) Technical Specifications e) Bid Submission Form f) Manufacturer’s Authorization Form g) Price Schedule h) Contract Form i) Performance Security Form j) General Conditions of Contract (GCC) k) Special Conditions of Contract (SCC) <p>5.2 The bidder expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially</p>
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		responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid
6. Clarification of Bidding Documents	6.1	A prospective bidder requiring any clarification of the bidding documents may notify the purchaser in writing or by email at the Purchaser's address indicated in ITB Clause 19.1. The purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
7. Amendment of Bidding Documents	7.1	At any time prior to the deadline for submission of bids, the Purchaser for any reason, whether at its initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
	7.2	All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them
	7.3	In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

8. Language of Bid	8.1	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.
9. Documents Comprising the Bid	9.1	The bid prepared by the Bidder shall comprise the following components: a) A bid form and a price schedule completed in accordance with ITB clauses 10, 11 and 12; b) Documentary evidence established if its bid is accepted; c) Documentary evidence established that the services and goods to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and d) Bid security furnished.
10. Bid Form	10.1	The bidder shall complete the bid form and appropriate price schedule furnished in the bidding documents, indicating the services and goods to be supplied, a brief description of the services and goods, and their country of origin, quantity and prices.
11. Bid Prices	11.1	The bidder shall indicate on the appropriate price schedule the unit prices (where applicable) and total bid price of the services and goods it proposes to supply under the contract.
	11.2	Prices indicated on the Price Schedule shall be Delivered Duty Paid (DDP) prices.
	11.3	The bidder's separation of price components in accordance with ITB clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
	11.4	Prices quoted by the bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with and adjustable price quotation will be treated as non-responsive and will be rejected.
12. Bid Currencies	12.1	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
13. Documents Establishing Bidder's	13.1	Pursuant to ITB clause 9, the bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

<p>Eligibility and Qualification</p>	<p>13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the bidder, at the time of submission of its bid, is eligible as defined under ITB clause 2.</p> <p>13.3 The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:</p> <ul style="list-style-type: none"> a) That, in the case of a bidder offering to provide services and goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the goods manufacturer or producer to supply the goods in Pakistan; b) That the bidder has the financial, technical and production capability necessary to perform the contract; c) That the bidder meets the qualification criteria listed in the Bid Data Sheet.
<p>14. Documents Establishing Goods Eligibility and Conformity to Bidding Documents</p>	<p>14.1 The bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contract.</p>
<p>15. Bid Security</p>	<p>15.1 The bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet for each tender.</p> <p>15.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct which would warrant the security's forfeiture.</p> <p>15.3 The bid security shall be in Pak Rupees and shall be in one of the following forms:</p> <ul style="list-style-type: none"> (b) Bank Call Deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for thirty (30) days beyond the validity of bid. <p>15.4 Any bid not secured in accordance with ITB clauses 15.1 and 15.3 will be rejected by the Purchaser as non-responsive.</p> <p>15.5 Unsuccessful bidder bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser.</p> <p>15.6 The successful bidder, bid security will be discharged upon the bidder signing the contract and furnishing the performance security.</p> <p>15.7 The bid security may be forfeited:</p> <ul style="list-style-type: none"> a) If a bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or b) In the case of a successful bidder, if the bidder fails: <ul style="list-style-type: none"> (i) To sign the, Or (ii) To furnish performance security.
<p>16. Period of Validity of Bids</p>	<p>16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.</p> <p>16.2 In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.</p> <p>16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding Sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.</p>
<p>17. Format & Signing of Bid</p>	<p>17.1 The bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID" as appropriate. In the event of any discrepancy between them, the original shall govern.</p>

	<p>17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the bid, except for unamend printed literature, shall be initiated by the person or persons signing the bid.</p> <p>17.3 Any interlineation, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.</p> <p>17.4 The bidder shall furnish information as described in the form of bid on commissions or gratuities, if they paid or to be paid to agents relating to this bid, and to contract execution if the bidder is awarded the contract.</p>
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SUBMISSION OF BIDS

<p>18. Sealing & Marking of Bid</p>	<p>18.1 The bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope (for each Tender).</p> <p>18.2 The inner and outer envelopes shall:</p> <p style="margin-left: 20px;">a) Be addressed to the purchaser at the address given in the Bid Data Sheet; and</p> <p style="margin-left: 20px;">b) Bear the title of procurement activity indicated in the Bid Data Sheet, the Invitation For Bid (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE”, to be completed with the time and the date specified in the Bid Data Sheet.</p> <p>18.3 The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late”.</p> <p>18.4 If the outer envelope is not sealed and marked as required by ITB clause 18.2, the purchaser will assume no responsibility for the bid’s misplacement or premature opening.</p>
<p>19. Deadline for Submission of Bids</p>	<p>19.1 Bids must be received by the purchaser at the address specified under ITB clause 18.2 no later than the time and date specified in the Bid Data Sheet.</p> <p>19.2 The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB clause 7, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.</p>
<p>20. Late Bids</p>	<p>20.1 Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to ITB clause 19 will be rejected and returned unopened to the bidder.</p>
<p>21. Modification & Withdrawal of Bids</p>	<p>21.1 The bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substantiation or withdrawal of the bids is received by the purchaser prior to the deadline prescribed for submission of bids.</p> <p>21.2 The bidder’s modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of ITB clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.</p> <p>21.3 No bid may be modified after the deadline for submission of bids.</p> <p>21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval may result in the bidder’s forfeiture of its bid security, pursuant to the ITB clause 15.7.</p>

OPENING AND EVALUATION OF BIDS

<p>22. Opening of Bids By The Purchaser</p>	<p>22.1 The purchaser will open all bids in the presence of bidders representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidder representatives who are present shall sign an attendance sheet evidencing their presence.</p> <p>22.2 The bidders names, bid modifications or withdrawals, bid prices, discounts and the presence or absence of requisite bid security and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB clause 20.</p> <p>22.3 Bids (and modifications sent pursuant to ITB clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawal bids will be returned unopened to the bidders.</p>
<p>23. Clarification of Bids</p>	<p>23.1 During evaluation of the bids, the purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered or permitted.</p>
<p>24. Preliminary Examination</p>	<p>24.1 The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.</p> <p>24.3 The purchaser may waive any minor informally. Nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.</p> <p>24.4 Prior to the detailed evaluation, pursuant to ITB clause 25, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservation to critical provisions such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30) and Taxes and Duties (GCC Clause 32) will be deemed to be a material deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.</p> <p>24.5 If a bid is not substantially responsive, it will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.</p>
<p>25. Qualification & Evaluation of Bids</p>	<p>25.1 In the absence of Prequalification, the purchaser will determine to its satisfaction whether the bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB clause 13.3.</p> <p>25.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB clause 13.3, as well as such other information as the purchaser deems necessary and appropriate.</p> <p>25.3 The purchaser will Technically Evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB clause 24, as per Technical Specifications required.</p> <p>25.4 The purchaser's Financial Evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.</p>

	25.5	Each item/Service of all packages shall be evaluated individually (technically or financially). The purchaser on its own discretion may consider the whole package for evaluation (technically or financially).
26. Contacting The Purchaser	26.1	Subject to ITB clause 23, no bidder shall contact the purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public. If the bidder wishes to bring additional information or has grievance to the notice of the purchaser, it should do so in writing.
	26.2	Any effect by a bidder to influence the purchaser during bid evaluation, or bid comparison may result in the rejection of the bidder's bid.

AWARD OF CONTRACT

27. Award Criteria	27.1	Subject to ITB clause 30, the purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.
28. Purchaser's Right to Vary Quantities at Time of Award	28.1	The purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.
29. Purchaser's Right to Accept or Reject All Bids	29.1	The purchaser reserves the right to accept or reject all bids, and to annual the bidding process at any time prior to contract award, without thereby incurring any liability to the bidder or bidders or any obligation to inform the bidder or bidders of the grounds for the purchaser's action.
30. Notification of Award	30.1	Prior to the expiration of the period of bid validity, the purchaser will notify the successful bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.
	30.2	The notification of award will constitute the information of the contract.
	30.3	Upon the successful bidder's furnishing of the performance security pursuant ITB clause 33, the purchaser will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to ITB clause 15.
31. Signing of Contract	31.1	At the same time as the purchaser notifies the successful bidder that its bid has been accepted, the purchaser will send the bidder the contract form provided in the bidding documents, containing all terms and conditions.
	31.2	Within Seven (07) days of receipt of the contract form, the successful bidder shall sign and date the contract and return it to the purchaser.
32. Performance Security	32.1	Within Fourteen (14) days of the receipt of notification of award from the purchaser, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the bidding documents, or in another form acceptable to the purchaser.
	32.2	Failure of the successful bidder to comply with the requirement of ITB clause 32 or ITB clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the purchaser may make the award to the next lowest evaluated bidder or call for new bids.
33. Corrupt or Fraudulent Practices	33.1	The procuring agency requires that bidders, supplies and contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:
	(i)	"Corrupt Practice" means the offering, giving, receiving or soliciting anything of value to influence the action of a public official in the procurement process or in contract execution; and
	(ii)	"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency.
	(iii)	"Collusive Practice" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive

	<p>levels for any wrongful gains, and to deprive the procuring agency of the benefits of free and open competition;</p> <p>(b) The procuring agency will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in questions;</p> <p>(c) The procuring agency will sanction a firm, in accordance with prevailing blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing, Bank-Financed contract.</p> <p>33.2 Furthermore, bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General conditions of contract.</p>
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PART-II

SECTION-I. BID DATA SHEET

The following specific data for the services and goods to be procured shall complement, supplement, or amend the provisions in the Instruction to Bidders (ITB) Part-I. Whenever, there is a conflict the provisions herein shall prevail over those in ITB.

ITB 1.1	Name of Procuring Agency: O/o Secretary, Provincial Quality Control Board, Punjab, Primary & Secondary Healthcare Department, Government of Punjab.
	Package 1: Janitorial Services
	Package 2: Janitorial Supplies
ITB 1.3	Name of Purchaser /Procuring Agency: O/o Secretary, Provincial Quality Control Board, Punjab.
ITB 1.4	For clarification purposes, the Employer's address is: 492-R-II, Johar Town, Lahore, Pakistan. Requests for clarification shall be received by the Employer no later than 20 th September 2023.
ITB 1.5	Language of the bid- English

BID PRICE AND CURRENCY

ITB 2.1	The price quoted shall be Delivered Duty Paid at the following locations in accordance with the schedule of requirements including the delivery charges: 492-R-II, Johar Town, Lahore (Punjab).
ITB 2.2	The price shall be in Pak Rupees and shall be fixed.

PREPARATION AND SUBMISSION OF BIDS

ITB 3.1	<ul style="list-style-type: none"> a. Certificate of incorporation of bidder's firm showing its location and the date of registration etc. b. NTN and GST Registration Certificate. c. No firm with joint venture is allowed. 												
ITB 3.2	Audited Balance Sheet or Bank Statement for the 2 financial year 2020-21 to 2021-22. Complete Income Tax Returns for last two Years 2020-21, 2021-22												
ITB 3.3	<p>Qualification Requirements. In addition to ITB 13.1, ITB 13.2 and ITB 13.3 (b), potential bidder must also fulfil the following: -</p> <ul style="list-style-type: none"> a) The bidder must be providing services and supplies continuously from last Three-year. b) List of Employees c) Past Work Orders d) An average annual sale of Rs. 5 million. Three-year business history with government/autonomous institutions. e) If an agent submits bids on behalf of more than one manufacturer, unless each such bid is accompanied by a separate bid form for each bid, and a bid security, when required for each bid and a valid authorized dealership certificate from the respective manufacturer/ service provider, all such bids will be rejected as non-responsive. 												
ITB 4.1	The Contractor shall be responsible for timely payment of wages to his workers as per Minimum Wages Act of Government and fulfil all other statutory obligations and submitted undertaking on stamp paper.												
ITB 5.1	<p>Amount of Bid Security is 2% of the Estimated Budget for each package:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Sr.</th> <th style="width: 15%;">Tender/Package No.</th> <th style="width: 60%;">Tender Name</th> <th style="width: 15%;">Estimated Budget</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">T-2/21</td> <td>Janitorial Services</td> <td style="text-align: center;">2.80 million</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">T-3/21</td> <td>Janitorial Supplies</td> <td style="text-align: center;">0.20 million</td> </tr> </tbody> </table>	Sr.	Tender/Package No.	Tender Name	Estimated Budget	1	T-2/21	Janitorial Services	2.80 million	2	T-3/21	Janitorial Supplies	0.20 million
Sr.	Tender/Package No.	Tender Name	Estimated Budget										
1	T-2/21	Janitorial Services	2.80 million										
2	T-3/21	Janitorial Supplies	0.20 million										

	Bids shall be in the prescribed format, sealed and accompanied by the bid security in the form of Call Deposit, Bank Draft or Pay Order in favour of Secretary, Provincial Quality Control Board, Punjab, and Primary & Secondary Healthcare Department.
ITB 6.1	Bid Validity Period: 180 Days from the date of opening of bids.
ITB 7.1	Number of Copies: Original copy of the bid. Bids must be accompanied by unit price and total price.
ITB 8.1	Address for Bid Submission: Office of Secretary, Provincial Quality Control Board, Punjab, 492-R-II, Johar Town Lahore.
ITB 9.1	Deadline for Bid Submission: 20th September, 2023 till 02:00 p.m.
ITB 10.1	Time, Date and Place for Bid Opening: On 20th September, 2023 till 02:30 p.m. in the office of The Secretary, Provincial Quality Control Board, Punjab, 492-R-II, Johar Town, Lahore.

BID EVALUATION

ITB 11.1	Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total price offered by the qualified responsive bidder. Each Item/Service shall be evaluated individually (Technically and Financially). The procuring agency on its own discretion may consider the whole package for evaluation (Technically and Financially).
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CONTRACT AWARD

ITB 12.1	Percentage for quantity increase or decrease: 15% of total contract value Also extendable for Three months after the completion of Financial Year 2023-24.
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SECTION-II. SCHEDULE OF REQUIREMENTS

TABLE-1 DELIVERY SCHEDULE

Sr.	Package No.	Location	Package Name	Delivery Period from the date of Notification of Award/Supply Order
1	T-2/21	O/o Secretary, Provincial Quality Control Board, Punjab, 492-R-II, Johar Town Lahore	Janitorial Services	Within a week after issuance of work order, 12/6 till the expiry of contract, unless extension granted by procuring agency.
2	T-3/21	O/o Secretary, Provincial Quality Control Board, Punjab, 492-R-II, Johar Town Lahore	Janitorial Supplies	Within 15 days after issuance of purchase order

TABLE-2 PENALTIES

Package	Mode of Penalty	Penalty Imposition
Package 1 & 2	Payment of Wages to worker/Staff less than Government's Policy/Law	Rs. 5000/-per worker will be imposed to firm, service provider or bidder.
Package 1 & 2	Unauthorized Absence of Worker/ Staff	Double of Per Day wages of worker, considering 30days of month will be deducted from monthly invoice of firm, service provider or bidder. If worker remain absent for more than 3 days then Rs. 1000 per Worker per day will be deducted from monthly invoice. And contractor shall provide substitute of said worker.
Package 1 & 2	Late comers	10 minutes relaxation in reporting shall be allowed. After 10 minutes till 1-hour Rs. 200 per worker will be charged from monthly invoice of contractor. After 1-Hour the unauthorized absence shall be considered and relevant penalty shall be imposed.
Package 1 & 2	Misbehaviour	Rs. 5000 per worker shall be deducted from monthly invoice of Contractor if any worker/ guard misbehave with office staff or visitor. On next complaint the contractor shall provide substitute of said worker.
Package 1 & 2	Theft and Damage to purchaser's property	In case of theft/Damage from office the loss will be managed from monthly invoices of contractor.
Package 1 & 2	Staff Without Uniform	Rs. 1000 per worker per day shall be deducted from monthly invoice of contractor.
Package 1 & 2	Strike or Protest by Workers/ Staff	Will be considered a breach of contract and a minimum fine of Rs. 25,000 will be imposed for every incidence and will be doubled every 24 hours (Rs. 25,000 for first 24 hours, Rs. 50,000 for 24 – 48 hours, Rs. 100,000 for 48 – 72 hours and so on). If the strike continues for more

		than 5 days, the process for termination of contract and forfeiture of performance guarantee shall be initiated.
Package 1 & 2	Deployment of unable bodied personnel and below the age of 18 not having valid CNIC	Rs. 15000 per Worker per month till the replacement of worker.

SECTION-III. TECHNICAL SPECIFICATIONS

TECHNICAL EVALUATION OF THE TENDER

1. **All the procurement procedures will be done strictly in accordance with the PPRA Rules 2014 (Amended to date).** Single stage/Two envelope bidding procedure shall be applied. The envelope shall be marked as **FINANCIAL PROPOSAL** and **TECHNICAL PROPOSAL** in bold and in legible letters. Envelopes shall then be sealed in an outer envelope. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders. The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as “Non-Responsive” or “Late”. **(Valid for all Packages)**
2. The envelope must also clearly show the bid title and bidder’s name and address. Failure to comply with this requirement may result in rejection of the bid and the committee decision in this regard shall be final. Bids submitted after the prescribed time shall not be entertained. **(Valid for all Packages)**
3. Only technical proposal will be opened by the tender opening committee. The financial proposal will be opened by tender opening committee of responsive / technically successful bidders later on the declared time, place and date. Financial proposal of the non-responsive/technically unsuccessful bidders will be returned as such to them on that date without opening their financial offers as per PPRA Rules 2014. **(Valid for all Packages)**
4. Each Item/Service shall be evaluated individually (Technically and Financially). The procuring agency on its own discretion may consider the whole package for evaluation (Technically and Financially).
5. All the pages of technical & financial bids should be marked as page no. **(Valid for all Packages)**
6. Substandard, broken seal & substituted bids will not be acceptable. **(Valid for all Packages)**
7. Bids shall remain valid for a period 180 days after opening of bid for the financial years 2023-24. A bid valid for shorter period shall be rejected as non-responsive. **(Valid for all Packages)**
8. The supplier/tenderer background should be financially sound, based on authentic bank statement. **(Valid for all Packages)**
9. **AMOUNT OF BID SECURITY**
Submit a 2% bid security of total estimated budget against each package (Attach with Technical bid). **(Valid for all Packages)**
10. **CLARIFICATION OF BIDS:**
No bidder shall be allowed to alter or modify his bid after the bid has been opened. However, the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid. **(Valid for all Packages)**
11. **LIMITATION ON NEGOTIATION’S:**
There shall be no negotiations with the bidder. However, the lowest quoting bidder may offer further voluntary discount to the procuring agency as a goodwill gesture. **(Valid for all Packages)**
12. **REJECTION OF BIDS:**
The authority may reject all bids or proposals at any time prior to the award of contract without assigning any reason. **(Valid for all Packages)**
13. **ACCEPTANCE OF BIDS:**
The bidder with the highest discount/lowest price, if not conflict in any other law, rules, regulations or policy of the Government of Punjab, shall be awarded the procurement award. **(Valid for all Packages)**
14. **GRIEVANCES:**

Any aggrieved party/bidder can submit its query/ objection in writing to procuring agency within ten days (from the day when procuring agency public, the report of Technical Evaluation). In that case decision of grievance committee shall be final

15. PERFORMANCE GUARANTEE:

The successful bidder shall furnish **performance security 5% of total estimated budget**. The performance security shall be deposited in the shape of cash deposit receipt, Bank Guarantee, Demand Draft valid for at least Two years. **(Valid for all Packages)**

16. QUALIFICATION OF SUPPLIERS & CONTRACTORS:

Procuring Agency at any stage of the procurement proceedings, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already prequalified or not. **(Valid for all Packages)**

17. NO OFFER WILL BE CONSIDERED IF IT:

- i.** Is received after the date and time fixed for its receipt.
- ii.** Is unsigned.
- iii.** Is ambiguous.
- iv.** Is over written.
- v.** Is conditional.
- vi.** Is given by the firm black listed, suspended or removed from the approval list of the Health Department Government of Punjab, Autonomous Health Institutions or by the Federal Government.
- vii.** Is received with a validity period shorter than that required in the tender inquiry.
- viii.** Does not conform to the general conditions of the tender inquiry.
- ix.** Is received without earnest money as specified in the tender.

18. All the pages of tender must be signed & stamped properly at the bottom. **(Valid for all Packages)**

19. Successful bidder is bound to supply the full ordered quantities/ services. **(Valid for all Packages)**

20. In case of any dispute the decision of the Procuring Agency/Grievance Committee of O/o Secretary, Provincial Quality Control Board, Punjab, will be final. **(Valid for all Packages)**

21. Samples will be submitted for local / imported items and Technical Evaluation committee will evaluate the samples as per evaluation criteria. **(Valid for all Packages where applicable)**

21.1. Samples must be submitted till closing date and time of bidding documents for tender.

21.2. Those firms who failed to submit samples, will be considered technically non-responsive. (Where applicable)

22. The validity of the contract will be till 30.06.2024, extendable for Three (03) months. **(Valid for all Package)**

23. Rates would be inclusive of all prevailed / applicable taxes. **(Valid for all Packages)**

24. The firm will ensure the supply of Services 24/7 and 365 days in a year. No holiday and strike will affect the supply of Services. **(Valid for all Package)**

25. The Contract for Security Services and Janitorial services and Supplies made by any higher authority may partially or fully revoke the contract at once. **(Valid for all Package)**

26. All supplies should be made within the mentioned time **(Valid for all Package)**

27. However, 05 days grace period may be granted upon written request to the procuring agency **(Valid for all Package)**

28. If the firm fails to supply the Services, within period mentioned in delivery schedule, Contract/ Supply order will be treated as cancelled. **(Valid for all Package)**

Lists of items required against all packages are mentioned in the “Price Schedule Section

KNOCK DOWN CRITERIA FOR TECHNICAL EVALUATION OF THE TENDER
FOR PACKAGES 1

Sr.#	Parameters	YES/NO
1	Attested copy of CDR as bid security	
2	Proof of company/ firm’s registration in Pakistan with SECP or relevant professional/regulatory authority.	
3	National Tax Number certificate & GST Certificate	
4	Details of SIMILAR CONTRACTS completed during the LAST 03 YEARS, indicating total cost of such works and cost of Janitorial Services and Supplies against those works along with date of start and completion or expected date of completion shall be provided.	
5	Last two years FBR returns.	
6	The Bidder/Service Provider shall provide AUDITED STATEMENTS OF ACCOUNTS and ANNUAL TURNOVER for the PAST THREE (3) YEARS, duly supported by audited statements. Annual average turnover of the Bidder/Service Provider for the LAST THREE (3) YEARS must be at least Rs. 5 M (Five Million) annually. The audited statements and annual turnover shall be that of the Bidder/Service Provider and not of any parent company, subsidiary or any affiliates of the Bidder/Service Provider, any non-compliance shall constitute as grounds for disqualification;	
7	Undertaking on official stamp paper that the bidder will give wages to their staff as per latest notification of Government of Punjab (Minimum wages as notified by Government) and disbursement of wages shall not be done later than 10 th of each month.	
8	List of Technical and professional staff.	
9	<p>Bidder must submit a certificate on judicial paper of Rs. 100 to the effect that</p> <ul style="list-style-type: none"> • Firm has not been BLACKLISTED in the past on any grounds by any Government (Federal/Provincial) and local body or a public sector organization • The bidder must submit an affidavit on judicial paper that firm will abide by all laws /terms and conditions of this tender. • The bidder must submit an affidavit on judicial paper that firm will be wholly & solely responsible if failed to supply of services and good in the stipulated time frame as per Purchase Order /Telephonic Directions of the Secretary, Provincial Quality Control Board, Punjab, the purchaser may initiate the process for blacklisting of firm. The Bidder/Service Provider shall have proven track record (describing/showing exact scope of work) of provision of Janitorial Services and Supplies. Applicant should have sufficient staff in his offices to handle at least TWO such projects simultaneously. • The bidder must submit an Affidavit that they have not supplied these services and goods at anyway lower rates in any other govt. institute in current fiscal year from the rates offered at o/o Secretary, Provincial Quality Control Board, Punjab. And rates offered are not more than market price. 	

If any of the above 09 items are not attached by the bidder, the bid will be rejected immediately in knock-down stage.

KNOCK DOWN CRITERIA FOR TECHNICAL EVALUATION OF THE TENDER

FOR PACKAGES 2

Sr.#	Parameters	YES/NO
1	Attested copy of CDR as bid security	
2	Proof of company/ firm's registration in Pakistan with SECP or relevant professional/regulatory authority.	
3	National Tax Number certificate & GST Certificate	
4	Details of SIMILAR CONTRACTS completed during the LAST 03 YEARS, indicating total cost of such works and cost of Janitorial Services and Supplies against those works along with date of start and completion or expected date of completion shall be provided.	
5	Last two years FBR returns.	
6	The Bidder/Service Provider shall provide AUDITED STATEMENTS OF ACCOUNTS and ANNUAL TURNOVER for the PAST THREE (3) YEARS, duly supported by audited statements. Annual average turnover of the Bidder/Service Provider for the LAST THREE (3) YEARS must be at least Rs. 5 M (Five Million) annually. The audited statements and annual turnover shall be that of the Bidder/Service Provider and not of any parent company, subsidiary or any affiliates of the Bidder/Service Provider, any non-compliance shall constitute as grounds for disqualification;	
7	Undertaking on official stamp paper that the bidder will give wages to their staff as per latest notification of Government of Punjab and disbarment of wage shall not be done later than 10 th of each month.	
8	List of Technical and professional staff.	
9	Bidder must submit a certificate on judicial paper of Rs. 100 to the effect that <ul style="list-style-type: none">• Firm has not been BLACKLISTED in the past on any grounds by any Government (Federal/Provincial) and local body or a public sector organization• The bidder must submit an affidavit on judicial paper that firm will abide by all laws /terms and conditions of this tender.• The bidder must submit an affidavit on judicial paper that firm will be wholly & solely responsible if failed to supply of services and good in the stipulated time frame as per Purchase Order /Telephonic Directions of the Secretary, Provincial Quality Control Board, Punjab, the purchaser may initiate the process for blacklisting of firm. The Bidder/Service Provider shall have proven track record (describing/showing exact scope of work) of provision of Janitorial Services and Supplies. Applicant should have sufficient staff in his offices to handle at least TWO such projects simultaneously.• The bidder must submit an Affidavit that they have not supplied these services and goods at anyway lower rates in any other govt. institute in current fiscal year from the rates offered at o/0 Secretary, Provincial Quality Control Board, Punjab. And rates offered are not more than market price.	

If any of the above 09 items are not attached by the bidder, the bid will be rejected immediately in knock-down stage.

Note: (The criteria are same for package two so, there is no need to submitted duplicate documents)

Assessment of Firm:
Marking Criteria for Technical Evaluation
For All Packages

Sr. #	Parameter	Maximum Weightage
1	ISO Certification	10
2	Average Business volume Per Year 10 million or Greater =25 05 million up to 10 million =15 03 million up to 5 million =10	25
3	Age of Firm from NTN Certificate More than 5 Years =25 3 Years till 5 Years =15 Less than 3 Years =10	25
4	Relevant Experience on basis of Purchase Orders 3-5 Projects =10 6-8 Projects= 20 9-11 Projects= 30	30
5	The Bidder shall provide the details about how to plan and manage the services specific to the proposal including detail about Human Resource, Goods/Supplies with brands and proposed methodology.	10

60% passing marks

Documents Required for Marking Criteria:

- (a) FBR Returns for Past Two Years and Verified Bank Statement for last two years 2021-2023
- (b) NTN Certificate
- (c) Past Performance job orders.

The firms qualifying both Knock-Down Criteria and securing 60% marks in technical evaluation will be eligible for Financial Bid Opening.

PRICE SCHEDULES

IMPORTANT NOTE: All the Services and Quantities of Items mentioned are estimated & for rate purpose only. Actual Order Quantity may vary depending on budget release & management decision.

Package # 1: **Janitorial Services**
O/o Secretary, Provincial Quality Control Board, Punjab, Lahore.

Number of Janitorial personnel & supervisor may be increased or decreased as per requirement. However, the approved prices shall remain the same.

The costs should be quoted in PKR. All the costs quoted below shall be fixed and include the management/operations fee. Costs are inclusive of all Federal/provincial Govt. Taxes, Levies, duties etc.

Sr. No.	Description	Number of Staff Required *	Service Period (Months) Oct-2023 to jube 2023)	Minimum Salary per Worker per Month without taxes and insurance (PKR)	Total rate/ salary per worker per month inclusive of all taxes and insurance (PKR)	Total Cost for 1 year inclusive of all taxes and insurance (PKR)
		A	B	C	D	E
		---	---	---	---	E=D*B*A
1.	Janitor	7	09			
	TOTAL					

The cost to be quoted by the bidder will be purely for evaluation purpose. However, payments shall be made on as per actual basis i.e., on the basis of actual number of human resources deployed and actual work done. Payment of deployed Human Resource will be processed in accordance with the attendance marked by the staff through bio metric system or manual attendance (authenticated by office administration).

MANDATORY DOCUMENTS WITH MONTHLY INVOICE

1. Commercial and PRA Invoice.
2. Attendance Summary Sheet.
3. Proof of transfer of salary to Janitor staff.

Package # 2:

Janitorial Supplies:

O/o Secretary, Provincial Quality Control Board, Punjab, Lahore.

Sr.	Description of Supplies	Min Supplies In No.	Rate Per Unit In (PKR)	Total Cost Annually in (PKR)
(1)	(2)	(3)	(4)	(5)
1	Furniture dusters	05 Kg		
2	Disinfectant (Phenyl) Large bottle	60 bottles		
3	Air Freshener with Fragrant odor (350 ml-500 ml) per bottle	30 Nos.		
4	Hand wash towels (Medium size)	25 Nos.		
5	Wiper 2.5 ft Width per piece	20 Nos.		
6	Hand wash liquid (High quality) 500 ml	20 Nos.		
7	Broom per piece	25 Nos.		
8	Glass cleaner per piece	25 Nos.		
9	Hand Wash Soap (Small size) per piece	50 Nos.		
10	Garbage Bag (Polythene bag large size) per Kg	50 kg		
11	Powder Detergent per pack	35 kg		
12	Dry Mops per piece	20 Nos.		
13	Wet Mops per piece	20 Nos.		
14	Scotch Bright Foam (scrub) per piece	100 Nos.		
15	Toilet Brush (Round Shape) per piece	20 Nos.		
16	Harpic Liquid Toilet cleaner (500 ml) per bottle	75 Nos.		
17	Dish washing Liquid High quality (350ml -500ml) per bottle	50 Nos.		

The quantities of supplies in bidding document are just for evaluation purposes and they will not serve as reference to the final award of contract.

The bidder shall have to abide by the circular / instructions issued by Punjab Procurement Regulatory Authority. Failing to comply with will result in non-responsiveness of the bidder.

Primary Responsibilities of the Firm

Bidder shall provide operation and management of Janitorial services, Janitorial personnel, patrol and related services as set forth in this document. The services contracted include, but are not limited to, the following:

1. Security Clearance of the staff provided to procuring agency will be the responsibility of Service Provider.
2. The service provider shall provide Janitorial Services 8 Hours per day and in Two shifts for the contract period as per the requirement set out in the Service Specific Specifications and relevant to the delivery of desired Janitorial services.
3. The firm must abide by the prevailing labour and Janitorial laws including but not limited to Minimum wages, social security and EOBI. The Procuring Agency reserves the right to seek proof if the same is being paid to the personnel, the failure of which can lead to the Termination of the Contract, forfeiture of security money and remaining invoices amounts may be distributed to Janitorial Staff of the firm.
4. The firm must provide uniform-kits, shoes, identification cards; personal protective equipment etc. to its entire staff deployed and ensure proper maintenance of it. All staff would be required to be in clean uniform at all times.
5. The contact details of Supervisor to be provided by the firm / company.
6. Ensure 100% staff attendance, required as per contract.
7. The service provider will ensure that the no smoking environment rules in the office are respected. Violations will attract a fine as per Govt. instruction for each violation.
8. The Supervisors shall be employed by the service provider as per requirements of the Procuring Agency.
9. The service provider will perform cleaning duties in both the covered and uncovered areas including open spaces, walkways, roofs and up till the boundary wall of the office building.
10. The service provider shall provide two uniform-kits and one pair of shoes, identification cards (ID), Personal Protective Equipment (PPE) etc., to its entire staff deployed free of cost and ensure proper maintenance of it.
11. Ensure all the staff required as per contract reports for duty regularly and punctually.
12. The successful Service provider shall have to make all these equipment physically available in the office before starting the work and these should always remain in working condition during the period of contract.

13. Inventory of the supplies should be managed by the service provider's supervisor and logistic officer of the Provincial quality control board, Punjab. Service provider shall also submit one sample of supplies to the procuring agency for the duration of contract.
14. Monthly supplies must be handed over to the logistic officer and the service provider must take receiving after handing over the supplies.
15. Quantities of supplies can be increased or decreased on the requirements of the client.
16. In the event of any illness / injuries resulting from any accident to /their staff, take all responsibility for the same and provide necessary compensation towards medical care and meeting all medical expenses incurred for the same.
17. In case of any labor disputes regarding their employees, resolve the same at the earliest to ensure scheduled work is completed satisfactorily and on time.
18. Make it understood to their staff that there is no employer – employee relationship between them and the hospital.
19. The services provider shall provide the names, address, and age.
20. The agreed number of workers, utilities and equipment as mentioned in the annexures shall be provided within 10 days after signing of this contract or issuance of work order whichever is earlier.
21. The Service Firm shall be bound to engage and include, after due diligence, the workers, utilities and equipment, which are recommended by the Procuring Agency.
22. All workers shall be entitled to leave according to labor laws with due approval/authorization of their supervisor and service provider will be bound to provide alternate worker.
23. The Contractor shall be bound to provide trainings, as deemed necessary by the client, to its sanitary staff for cleanliness.
24. Any of the leave by any worker violating the SOPs notified by the Procuring agency shall also be deductible.
25. Daily duty hours of every worker shall be 8 hours. Provided that if any worker is arriving late, up to fifteen minutes and leaving early up to fifteen minutes, shall not be considered as deductible and early and late working, up to fifteen minutes, shall not be considered as chargeable.
26. Verification of the particulars, reference check and criminal record check, of the workers, shall be the responsibility of the Service Firm.
27. The Service Provider shall be liable to pay compensation for any loss and damage caused to the property of the office or its employees by the Service Provider or his workers. The service provider can also partner with an insurance company that will pay to compensate for the damage; on behalf of service provider.
28. The Service Provider shall be fully responsible for safekeeping all the bathroom fittings and fixtures throughout the contract period. The current state of each bathroom will be recorded at the time of handing over and signed off by both parties to be maintained at that level at all times.
29. The Service Provider shall be entirely responsible for the conduct of his staff and in case of any complaint against any staff, Service Provider will be under obligation to take necessary actions when instructed orally or written by the Focal Officer appointed by the procuring agency. The Service Provider shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any those laws. The procuring agency or contract signing authority shall not be responsible for any such action with regard to staff on the rolls of the Service Provider whatsoever.
30. Service Provider shall pay its personnel not less than the minimum wage as per labor laws of Pakistan and other benefits mandated by the law. The Contractor shall comply with the laws governing labor standards and employee's compensation.

31. Service provider shall be bound to pay its staff before 10th of each month and salaries shall not be linked to any other payment which contractor is entitled to receive from the Procuring Agency.
32. Service provider will distribute salary to its personnel in presence of admin officer.
33. Service Provider in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law.
34. Service Provider shall immediately upon receipt of request replace any service personnel who may be considered undesirable and incompetent by the procuring agency.

Cleaning Schedule

Each worker will be required to perform his / her duty in the assigned work area with following minimum frequency of cleaning against each element's Service Standards and Requirements mentioned in performance specifications

Sr No.	Element	Frequency
1	Overall appearance	As required, to meet performance
2	Odor Control	As required, to meet
3	Entrance/ Exit/Reception Area/Public Waiting Areas/corridors	4 full cleans* daily, dust control as required, 1 machine clean and Polish Monthly
4	Stairs	2 full cleans daily, dust control as required, 1 machine clean and Polish Monthly
5	External areas	1 full clean daily
6	Switches, sockets and data points	1 full clean daily
7	Walls	Check clean daily and 1 full clean weekly
8	Ceiling	1 Full clean weekly
9	All doors	2 full clean daily and check clean as required
10	All internal glass and glazing	Check clean daily and 1 full clean weekly
11	All external glass and glazing	1 full clean bi-weekly
12	Mirrors	1 full clean daily and check clean as required
13	Electrical items, e.g., overhead lights	1 check clean daily and 1 full clean monthly
14	Chairs	1 full clean and 1 check clean daily
15	Waste bin	1 full clean and 1 check clean daily
16	Wash Basins	2 full clean and 2 check clean daily
17	Toilets	2 full clean and 2 check clean daily
18	Computers/ Telephones/ Office Equipment	1 full clean daily
19	Windows and Windows Net	1 Check clean daily 1 full clean weekly

* Full Clean –is where all aspects of the element are fully cleaned on each occasion in accordance with documented performancespecification later in this section.

PART-II
SECTION-II. GENERAL CONDITIONS OF CONTRACT

<p>1. Definitions</p>	<p>1.1 In this contract, the following terms shall be interpreted as indicated:</p> <p>a) “The Contract” means the agreement entered into between the purchaser and the supplier, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>b) “The contract Price” means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.</p> <p>c) “The Goods” means all of the equipment, machinery, and/or other materials which the supplier is required to supply to the Purchaser under the contract.</p> <p>d) “GCC” means the General Conditions of Contract contained in this section.</p> <p>e) “SCC” means the Special Conditions of Contract.</p> <p>f) “The Purchaser” means the organization purchasing the Goods and Services, as named in SCC.</p> <p>g) “The Purchaser’s Country” is Islamic Republic of Pakistan.</p> <p>h) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.</p> <p>i) “The Project Site” where applicable means the place or places named in SCC.</p> <p>j) “Day” means calendar day</p>
<p>2. Application</p>	<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
<p>3. Standards</p>	<p>3.1 The services and goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications.</p>
<p>4. Use Of Contract Documents & Information; Inspection & Audit By The Bank</p>	<p>4.1 The supplier shall not without the Purchaser’s prior written consent, disclose the contract or any provision thereof, or any specifications, plan drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>4.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information enumerated in GCC clause 5.1 except for purposes of performing the contract.</p> <p>4.3 Any document, other than the contract itself, enumerated in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier performance under the contract if so required by the purchaser.</p> <p>4.4 The supplier shall permit the Procuring Agency to inspect the supplier’s accounts and records relating to the performance of the supplier and to have them audited by auditors appointed by the Procuring Agency, if so required by the Procuring Agency.</p>
<p>5. Patent Rights</p>	<p>5.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
<p>6. Performance Security</p>	<p>6.1 Within Fourteen (14) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security in the amount specified in SCC.</p> <p>6.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete its obligations under the contract.</p> <p>6.3 The performance security shall be denominated in the currency of the contract acceptable to the purchaser and shall be in one of the following forms:</p>

	<p>a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>b) A cashier's or certified check.</p> <p>6.4 The performance security will be discharged by the purchaser and returned to the supplier not later than Thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless specified otherwise in SCC.</p>
7. Inspections & Tests	<p>7.1 The purchaser or its representative shall have the right to inspect and/or to test the services and Goods to confirm their conformity to the contract specifications at no extra cost to the purchaser. SCC and Technical specifications shall specify what inspections and tests the purchaser requires and where they are to be conducted. The purchasers shall notify the supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.</p> <p>7.2 The inspections and tests may be conducted on the premises of the supplier or its subcontractor(s), at point of delivery, and/or at the Goods final destination. If conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.</p> <p>7.3 Should any inspected or tested services and Goods fail to conform to the specifications, the purchaser may reject the goods or services, and the supplier shall either replace the rejected Goods or make alternations necessary to meet specification requirements free of cost to the purchaser.</p> <p>7.4 Nothing in GCC clause 8 shall in any way release the supplier from any warranty or other obligations under this contract.</p>
8. Packing	<p>8.1 The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.</p> <p>8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract including additional requirements, if any specified in SCC and in any subsequent instructions ordered by the purchasers.</p>
9. Delivery & Documents	<p>9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the schedule of requirements. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>9.2 Documents to be submitted by the supplier are specified in SCC.</p>
10. Insurance	<p>10.1 The Goods supplied under the contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; Insurance coverage of Goods or Workers is bidder/ contractors responsibility.</p>
11. Transportation	<p>11.1 The supplier is required under the contract to transport the Goods to a specified place of destination within the Purchaser's country transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the contract, shall be arranged by the supplier and related costs shall be included in the contract price.</p>
12. Incidental Services	<p>12.1 The supplier may be required to provide any or all of the following services, including additional services, if any specified in SCC:</p>

	<p>(a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p> <p>(b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p>(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>(d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligation under this contract; and</p> <p>12.2 Price charged by the supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the supplier for similar services.</p>
13. Warranty	<p>13.1 The supplier warrants that the Goods supplied under the contract are new, unused of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all services or Goods supplied under this contract shall have no defect, arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>13.2 This warranty shall remain valid for Twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for Eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>13.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>13.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the purchaser.</p> <p>13.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under contract.</p>
14. Payment	<p>14.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>14.2 The supplier's request(s) for payment shall be made to the purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and services performed and by documents submitted pursuant to GCC clause 10 and upon fulfilment of other obligations stipulated in the contract.</p> <p>14.3 Payments shall be made promptly by the purchaser, but in no case later than Thirty (90) days after submission of an invoice or claim by the supplier</p> <p>14.4 The currency of payment is Pak. Rupees.</p>
15. Prices	<p>15.1 Prices charged by the supplier for Goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in its bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
16. Change Orders	<p>16.1 The purchaser may at any time, by a written order given to the supplier, make changes within the general scope of the contract in any one or more of the following:</p>

	<p>(a) Drawings, designs or specifications, where Goods to be furnished under the contract are to be specifically manufactured for the purchaser;</p> <p>(b) The method of shipment or packing;</p> <p>(c) The place of delivery; and/or</p> <p>(d) The services to be provided by the supplier etc.</p> <p>16.2 If any such change causes in increase or decrease in the cost of, or the time required for the supplier's performance of any provisions under the contract, and equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within Thirty (30) days from the date of the supplier's receipt of the purchaser's change order.</p>
17. Contract Amendments	17.1 Subject to GCC clause 18, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.
18. Assignment	18.1 The supplier shall not assign, in whole or in part its obligations to perform under this contract except with the purchaser's prior written consent.
19. Subcontracts	<p>19.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid, such notification in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> <p>19.2 Subcontract must comply with the provisions of GCC clause 3.</p>
20. Delays In The Supplier's Performance	<p>20.1 Delivery of the Goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the schedule of requirements.</p> <p>20.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>20.3 Except as provided under GCC clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages pursuant to GCC clause 23, unless an extension of time is agreed upon pursuant to GCC clause 22.2 without the application of liquidated damages.</p>
21. Liquidated Damages	21.1 Subject to GCC clause 25, if the supplier fails to deliver any or all of the Goods or to perform the services within the period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidate damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached the purchaser may consider termination of the contract pursuant to GCC clause 24.
22. Termination for Default	<p>22.1 The purchaser without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>(a) If the supplier fails to deliver any or all of the Goods or services within the period(s) specified in the contract, or within any</p>

	<p>extension thereof granted by the purchaser pursuant to GCC clause 22; or</p> <p>(b) If the supplier fails to perform any other obligation(s) under the contract.</p> <p>(c) If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>For the purpose of this clause:</p> <p>“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution or a contract to the detriment of the procuring agency and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the procuring agency of the benefits of free and open competition.</p> <p>22.2 In the event the purchaser terminates the contract in whole or in part, pursuant to GCC clause 24.1, the purchaser may procure, upon such terms and in such manner as it deems appropriate Goods or services similar to those undelivered and the supplier shall be liable to the purchaser for any excess costs for such similar Goods or services. However, the supplier shall continue performance of the contract to the extent not termination</p>
<p>23. Force Majeure</p>	<p>23.1 Notwithstanding the provisions of GCC clause 22,23 and 24, the supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.</p> <p>23.2 For purposes of this clause “Force Majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>23.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in wiring, the supplier shall continue to perform its obligations under the contract as far as is reasonable practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<p>24. Termination for Insolvency</p>	<p>24.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
<p>25. Termination for Convenience</p>	<p>25.1 The purchaser by written notice sent to the supplier, may terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the purchaser’s convenience, the extent to which performance of the supplier under the contract is terminated, and the date upon which such termination becomes effective.</p> <p>25.2 The Goods that are complete and ready for shipment within Thirty (30) days after the supplier’s receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices.</p> <p>For the remaining Goods, the purchaser may elect:</p> <p>(a) To have any portion completed and delivered at the contract terms and prices; and/or</p>

	(b) To cancel the remainder and pay to the supplier an agreed amount for partially completed Goods and services and for materials and parts previously procured by the supplier.
26. Resolution of Disputes	<p>26.1 The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.</p> <p>26.2 If after Thirty (30) days from the commencement of such informal negotiations, the purchaser and the supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to conciliation mediated by a third party, adjudication in an agreed and/or arbitration.</p>
27. Governing Language	27.1 The contract shall be written in the language specified in SCC. Subject to GCC clause 30, the version of the contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in the same language.
28. Applicable Law	28.1 The contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
29. Notices	<p>29.1 Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's address specified in SCC.</p> <p>29.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
30. Taxes & Duties	30.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the purchaser.

PART-II

SECTION-III. SPECIAL CONDITIONS OF CONTRACT

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

1. DEFINITIONS (GCC CLAUSE 1)

GCC 1.1 (g) The Purchase is: Secretary, Provincial Quality Control Board, Punjab, Government of Punjab.

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

GCC 1.1 (i) The Supplier is:

GCC 1.1 (j) The Project Site is: 492-R-II Johar Town Lahore. (Punjab).

2. PERFORMANCE SECURITY (GCC CLAUSE 7)

GCC 7.1 The amount of performance security, as a percentage of the contract price, shall be 5% (Five Percent of the Contract Price) for all packages, in the shape of CDR, Bank Draft or Pay Order from any scheduled bank of Pakistan in the prescribed manner.

3. INSPECTIONS & TEST (GCC CLAUSE 7)

GCC 8.6 Inspections and Tests prior to delivery of goods and at final acceptance are:-

- i) For being brand new, bearing relevant reference numbers of the equipment (Certificate from supplier)
- ii) For physical fitness having no damages (certificate from supplier)
- iii) For conformance to specifications and performance parameters, through prior to delivery inspection.
- iv) For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by DHQH Pakpattan).

4. DELIVERY & DOCUMENTS (GCC CLAUSE 7)

GCC 10.3 Upon shipment, the supplier shall notify the purchaser the full details of the shipment, including contract number, description of Goods, quantity and usual transport document. The supplier shall mail the following documents to the purchaser:

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

5. ISSUANCE (GCC CLAUSE 11)

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

6. INCIDENTAL SERVICES (GCC CLAUSE 13)

GCC 13.1 Incidental services to be provided are:

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

The rate must include cost for all kinds of labour, inputs and material required for above, and all applicable government taxes and levies. In case, a separate rate is not provided by the bidder for the above items, it shall be deemed to have been covered in the overall quoted cost.

7. WARRANTY (GCC CLAUSE 15)

GCC 15.2 In accordance with the provisions, the warranty period shall be 2000 hours of operation or 12 months (parts and labour warranty) from date of handing over (Final Acceptance) of the Goods whichever occurs earlier. The supplier shall, in addition comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the supplier, these guarantees are not attained in whole or in part, the supplier shall at its discretion, either:

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

Or

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

Or

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

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

- (d) In case of late supply of medicines, more than 24 hours as per LP Guidelines, the vendor will be served with a warning notice and risk purchase will be done at the cost of differential to be charged to the vendor. If similar act of late supply or no supply re-occurs, second warning notice will be served and in case of recurrence for the third time, the performance guarantee will be forfeited, the contract will be terminated and vendor will be referred for blacklisting to PPRA authorities.
- (e) The timeline to deliver biomedical gases is 03 hours from the time of order. In case of the vendor for supply of biomedical gases supplies take more than 3 hours from the order time, he will be charged Rs. 500/-per hour per event.

8. PAYMENT (GCC CLAUSE 16)

GCC 16.1 The method and conditions of payment to be made to the supplier under this contract shall be as follows:

9. PAYMENT FOR GOODS SUPPLIED:

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

- (i) **Payment Against Delivered Goods:** Upon submission of claim, the supplier shall be paid within (45) days after performing the requisite inspection and tests as mentioned in SCC 4 subject to availability of funds.

10. PRICES (GCC CLAUSE 17)

GCC 17.1 Prices shall be: Fixed.

11. LIQUIDATED DAMAGES (GCC CLAUSE 23)

GCC 23.1 Applicable rate: 1% of contract price per day.

Maximum deduction: 5% of contract price.

12. RESOLUTION OF DISPUTES (GCC CLAUSE 28)

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

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

13. GOVERNING LANGUAGE (GCC CLAUSE 29)

GCC 29.1 The Governing language shall be: English.

14. APPLICABLE LAW (GCC CLAUSE 30)

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

The Employment of Children (ECA) Act of 1991.

The Bonded Labour of Children (Abolition) Act of 1992.

The Factories Act of 1934.

15. NOTICES (GCC CLAUSE 31)

GCC 31.1 Purchaser's address for notice purposes-Office of Secretary, Provincial Quality Control Board, Punjab, Primary & Secondary Healthcare Department, Government of Punjab, 492-R-II, Johar Town, Lahore.

Supplier address for notice purposes_____.

Technical Proposal Submission Form

To,

The Secretary,
Provincial Quality Control Board, Punjab,
492-R-II, Johar Town, Lahore.

We, the undersigned, offer to provide the requested services as in accordance with your Request for Proposal dated [insert Package name and date here]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Service Provider (if any, otherwise delete this line)]

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.
- (c) We have no conflict of interest in accordance.
- (d) We meet the eligibility requirements as stated in bidding documents and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the Bid Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory:

Name of Service Provider (company's name):

Address:

Contact information (phone and e-mail):

Financial Proposal Submission Form

To,

The Secretary,
Provincial Quality Control Board, Punjab,
492-R-II, Johar Town, Lahore.

We, the undersigned, offer to provide the requested services as in accordance with your Request for Proposal dated [insert Package name and date here]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the amount of {Indicate the corresponding amount(s) currency(ies)} {Insert amount(s) in words and figures}, *inclusive of all taxes in accordance with Clause 25.3 in the Data Sheet.* The estimated amount of taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., before the date indicated in Clause 15.1 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the Bid Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory:

Name of Service Provider (company's name):

Address:

Contact information (phone and e-mail):

Letter of Acceptance

[date]

To,

[name and address of the Service provider]

This is to notify you that your Proposal (Name of Package) dated [date] for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Amount of *[in numbers and words]*, as corrected and modified in accordance with the Instructions to Service providers is hereby accepted.

[Insert special instruction/ terms and condition (if applicable)]

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day of the month] of [month], [year], between, on the one hand, [name of Procuring] (hereinafter called the “Procuring agency”) and on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “(hereinafter called the “Procuring agency”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring agency for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of all persons] (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Procuring agency has requested the Service Provider to provide certain Services/goods as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Procuring agency that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services/goods on the terms and conditions set forth in this Contract for amount of... ..;
- (c) the Procuring agency has received budget from the Government of Punjab. It intends to apply a portion of the proceeds of this budget to eligible payments, if any, under the contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Special Conditions of Contract;
- (c) the General Conditions of Contract;
- (d) the Scope of Services;
- (e) Performance Specifications and Drawings;
- (f) Annexures; and
- (g) the Service Provider’s Proposal.

2. The mutual rights and obligations of the Procuring agency and the Service/ Goods provider shall be as set forth in the Contract, in particular:

- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Procuring agency shall make payments, if any, to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Procuring agency]

[Authorized Representative]

For and on behalf of [name of Service Provider] _____

FORM OF PERFORMANCE SECURITY

To,

The Secretary,
Provincial Quality Control Board, Punjab,
492-R-II, Johar Town, Lahore.

PERFORMANCE SECURITY NO (the **Guarantee**)

We, [Insert name of Issuing Bank], being the Guarantee issuing bank [the **Issuing Bank**] understand that [Name of service provider] a company incorporated under the laws of, having its registered office located at [address of **Service Provider**] has been selected as the successful bidder following a tendering process for the Procurement of **** Name****.

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

The above premised, we (the Issuing Bank) hereby undertake irrevocably and unconditionally to pay to [Name of service provider], without any notice, reference or recourse to the Service Provider or to any other entity or without any recourse or reference to the Contract, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of PKR _____ (The **Guaranteed Amount**), at sight and immediately, however not later than within five (5) business days from the date of receipt of the [Name of service provider] first written demand (the **Demand**) at the Issuing Bank's offices located at [address of service provider], such Demand shall state that the Service Provider is entitled to make a demand under the Guarantee and shall set out the total amounts demanded.

The Demand shall only be honored by us, if it is made by and bears the signature of the representative of [Name of service provider].

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

This Guarantee shall come into force and shall become automatically effective upon the signing of the contract between [Name of procuring agency] and Service Provider.

After having come into force, this Guarantee and our obligations hereunder will expire

on [*Insert date and time*] (the **Guarantee Expiry Hard Date**) (6-months after the expiry of the contract) provided that, in the event that the Procuring Agency issues a Demand to the Issuing Bank on or immediately prior to the Guarantee Expiry Hard Date, the Issuing Bank shall honor that Demand.

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

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

This Guarantee for its validity period shall not be affected in any manner by any change in our constitution or of the Service Provider's constitution or of their successors and assignees and this Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

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

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

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

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

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

To,

The Secretary,
Provincial Quality Control Board, Punjab,
492-R-II, Johar Town, Lahore.

SUBJECT: UNDERTAKING OF NO CONFLICT OF INTEREST

Reference to the contract/ purchase order/ supply order No. -----
-----titled----- dated -----, which we have entered into /received from
the [Name of procuring agency]

We hereby confirm that we (including our company, firm, associates, subsidiaries and related parties) have not entered into any contract (including employment contract), transaction, or any other business/other relationship, with any person (including the current employee, ex-employee or any relative/associate of the employee or ex-employee) or organization, in conflict of our contractual obligations under the said contract.

We also confirm that we shall not enter into any of above-mentioned contract, transaction or relationship in future unless we obtain written permission from [procuring agency]

Authorized Representative Name of The Company and Signature

Note: *This must be printed on Company Letter head.*

Undertaking for Minimum Wage Rate

Dated _____

To,

The Secretary,
Provincial Quality Control Board, Punjab,
492-R-II, Johar Town, Lahore.

SUBJECT: UNDERTAKING FOR MINIMUM WAGES TO STAFF/LABOUR

Respected Sir

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

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

Note: *All tender terms and conditions are accepted.*

Regards

Mr._____ M/s_____

Lahore.

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