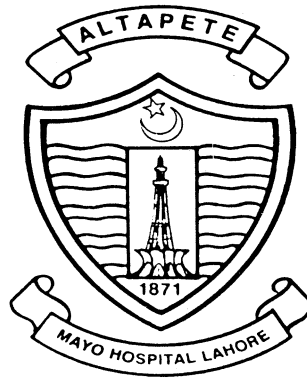


MAYO HOSPITAL, LAHORE



BIDDING DOCUMENT

**HIRING OF FIRM FOR SERVICE & MAINTENANCE
CONTRACT OF ICU VENTILATORS ALONG WITH
ALL PARTS AND CONSUMABLES INCLUSIVE OF ALL
LEVIABLE TAXES
ON ANNUAL CONTRACT BASIS**

**TENDER NO.AMS(R&M)/TDR/11428/MH
DATED: 16/02/2022**

DUE FOR OPENING ON 10/03/2022

DEAN/CHIEF EXECUTIVE OFFICER, MAYO HOSPITAL, LAHORE.
TEL: 0092-42-99211129-100, E-MAIL: mayohospitallahore@gmail.com

REQUEST FOR PROPOSAL

**HIRING OF FIRM FOR SERVICE & MAINTENANCE
CONTRACT OF ICU VENTILATORS ALONG WITH ALL
PARTS AND CONSUMABLES INCLUSIVE OF ALL
LEVIABLE TAXES
ON ANNUAL CONTRACT BASIS.**

PRE BID MEETING WILL BE HELD ON

28/02/2022

**IN THE COMMITTEE ROOM
MAYO HOSPITAL, LAHORE**

DUE DATE FOR TENDER OPENING

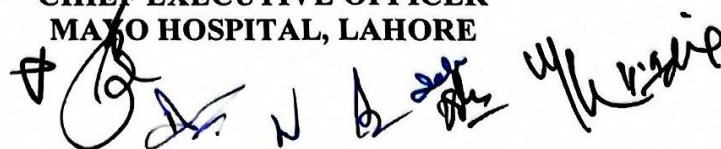
10/03/2022

**RECEIVE ON 10:00 A.M & OPENING ON 10:30 A.M
IN THE COMMITTEE ROOM OF MAYO
HOSPITAL, LAHORE**

PROCURING AGENCY



**CHIEF EXECUTIVE OFFICER
MAYO HOSPITAL, LAHORE**



CHECK LIST
KNOCK OUT CLAUSES

SR. #	DESCRIPTION	YES / NO	PAGE #
a)	Copy of C.N.I.C of Proprietor / Director's / Partners		
b)	Tender purchased Receipt in original.		
c)	PST / GST & Professional Sales Tax Certificate		
d)	NTN Certificate		
e)	Photocopy of Bid Security (2% of estimated cost)		
f)	An under taking on Judicial papers of Rs.100/- duly attested by the Notary Public. Specimen at Annexure-“B”.		
g)	Work Orders received from different institutes.		
h)	Satisfactory past performance received from different institutes.		
i)	List of available concerned Tools / Instruments / machines / transport etc. to provide services in terms of contract.		
j)	List of Administrative / Technical Staff along with copies of their Degrees / Diplomas and detail of non-technical staff.		
k)	Financial Soundness of the firm i.e Current Bank Statements / Balance Sheet / Audit Report.		
l)	Tender Documents which should be read carefully and each paper should be duly signed and stamped by the bidder or authorized person.		

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SECTION – I Instructions to Bidder/Service Providers (ITB)

SECTION – II Bid Document Sheet

SECTION – III Scope of Services / Terms of Reference

SECTION – IV Conditions of Contract

SECTION – V Annexure

**Section I – Instructions to Service Providers (ITB) for
Proposal Preparation**

Section I Instructions to Service Providers (ITB)

A. General

1. Definition

- 1.1 “**Affiliate(s)**” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the service provider.
- 1.2 “**Applicable Rules**” means the Punjab Procurement Rules 2014 (amended) governing the selection and Contract award process as set forth in this RFP.
- 1.3 “**Applicable Law**” means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.
- 1.4 “**Client/Procuring Agency**” means the procuring agency that signs the Contract for the Services with the selected Service provider.
- 1.5 “**Contract**” means a legal binding written agreement signed between the Client and the Service provider and includes all the attached documents listed in its General Conditions of Contract (**GCC**), Special Conditions of Contract (**SCC**), and the Appendices.
- 1.6 “**Bid Data Sheet or (BDS)**” means an integral part of the Instructions to Bidders (**ITB**) that is used to reflect specific conditions to supplement assignment, but not to over-write, the provisions of the ITB.
- 1.7 “**Day**” means a calendar day.
- 1.8 “**Government**” means the Government of the Punjab.
- 1.9 “**ITB**” means the Instructions to Bidders / Service Providers.
- 1.10 “**Joint Venture (JV)**” means an association with or without a legal personality distinct from that of its members, of more than one Service provider where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV shall be jointly and severally liable to the Client for the performance of the Contract.
- 1.11 “**LOI**” means the Letter of Invitation being sent by the Client to the Service providers
- 1.12 “**Proposal**” means the Technical Proposal and the Financial Proposal of the Service provider.
- 1.13 “**RFP**” means the Request for Proposals to be prepared by the Client for the selection of Service providers.
- 1.14 “**Service provider**” means a legally-established professional firm or an entity that may provide or provides the Services to the Client under the Contract.
- 1.15 “**Services**” means the work and services to be performed by the Service Provider pursuant to the Contract.
- 1.16 “**Sub-Service provider**” means an entity to whom the Service provider intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- 1.17 “**TORs**” means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Service provider, and expected results and deliverables of the assignment.

2. Scope of Proposal

- 2.1 The Procuring Agency, as defined in the Bid Data Sheet (BDS), invites Proposals for the Services, as described in the Section – III – scope of services to the Contract. The name and identification number of the Contract is provided in the BDS.
- 2.2 The successful Service provider will be expected to commence the performance of the Services by the issuance of advance acceptance.

3. Eligible service provider

- 3.1 All Service providers shall provide in Section II, Proposal Forms, a statement that the Service provider (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other sections of this Proposal document. A firm that has been engaged by the Procuring Agency to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to Proposal.
- 3.2 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Government.
- 3.3 Service providers shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).
- 3.4 The Procuring Agency permits Service providers, including Consortiums, Joint Ventures and their individual members to offer services.

4. Conflict of Interest

- 4.1 The Service provider is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 4.2 The Service provider has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Service provider or the termination of its Contract and/or sanctions by the Procuring Agency.
- 4.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Service provider shall not be hired under the circumstances set forth below:
 - 4.3.1 A firm that has been engaged by the Client to provide goods, works or services other than Services for a project, and any of its affiliates, shall be disqualified from providing Services related to those goods, works or services. Conversely, a firm hired to provide Services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than Services resulting from or directly related to the firm's Services for such preparation or implementation.
 - 4.3.2 Service Provider (including its Personnel and Sub- Service Provider) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Provider to be executed for the same or for another Client

- 4.3.3 A Service Provider (including its Personnel and Sub-Service Provider) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Agreement, may not be awarded an Agreement, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Agreement.

5. One Proposal per Service provider

- 5.1 Each Service provider shall submit only one Proposal, either individually or as a partner in a joint venture. A Service provider who submits or participates in more than one Proposal (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Service provider's participation to be disqualified.

6. Cost of Proposal

- 6.1 The Service provider shall bear all costs associated with the preparation and submission of his Proposal, and the Procuring Agency will in no case be responsible or liable for those costs

7. Site Visit

- 7.1 The Service Provider, at the Service Provider's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Proposal and entering into a contract for the Services. The costs of visiting the Site shall be at the Service Provider's own expense

B. Proposal Documents

8. Content of Proposal Documents

- 8.1 The set of Proposal documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 10:
- a) Instructions to Service providers (ITB)
 - b) Bid Data Sheet
 - c) Scope of Services (TORs)
 - d) Conditions of Contract
 - e) Annexure(s)
- 8.2 The Service Provider is expected to examine all instructions, forms, terms, and specifications in the Proposal documents. Failure to furnish all information required by the Proposal documents or to submit a Proposal not substantially responsive to the Proposal documents in every respect will be at the Service provider's risk and may result in the rejection of its. All sections should be completed and returned with the Proposal in the number of copies specified in the BDS

9. Clarification of Proposal Documents

- 9.1 A prospective Service provider requiring any clarification of the Proposal documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in the invitation/advertisement. The Procuring Agency will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of Proposals. Copies of the Procuring Agency's response will be forwarded to all purchasers of the Proposal documents, including a description of the inquiry, but without identifying its source.

10. Amendment of Proposal Documents

- 10.1 Before the deadline for submission of Proposals, the Procuring Agency may modify the Proposal documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the Proposal documents and shall be communicated in writing or by email to all purchasers of the Proposal documents. Prospective service providers shall acknowledge receipt of each addendum by email to the Procuring Agency.
- 10.3 To give prospective service providers reasonable time in which to take an addendum into account in preparing their Proposals, the Procuring Agency shall extend, as necessary, the deadline for submission of Proposals, in accordance with ITB Sub-Clause 20.2 below

C. Preparation of Proposal

11. Language of Proposal

- 11.1 The Proposal prepared by the Service provider, as well as all correspondence and documents relating to the Proposal exchanged by the Service provider and the Procuring Agency shall be written in the language specified in the BDS. Supporting documents and printed literature furnished by the Service provider shall be in same language.

12. Documents Comprising the Proposal

The Proposal submitted by the Service provider shall comprise the following:-

- 12.1 Technical and Financial Proposal (in the format mentioned in Section – II)
- 12.2 Proposal / Amount of Bid Security attached in list of equipment's (copy attached with the Technical Proposal);
- 12.3 Any other materials required to be completed and submitted by service providers, as specified in the Bid Document Sheet.

13. Proposal Prices

The service provider shall fill in the rates and prices in the Financial Proposal as instructed in Section – II in bid document sheet. It should include all the applicable taxes, duties and other levies payable by the service provider.

14. Currencies of Proposal and Payment

- 14.1 The price shall be quoted by the Service provider in Pak Rupees (PKR).

15. Proposal Validity

- 15.1 Proposals shall remain valid for the period of 90 days as specified in the BDS. After approval the rates should be valid for a period of One Year.

- 15.2 In exceptional circumstances, the Procuring Agency may request that the service providers extend the period of validity for a specified additional period. The request and the service providers' responses shall be made in writing or by email. A Service provider may refuse the request without forfeiting the Proposal Security. A Service provider agreeing to the request will not be required or permitted to otherwise modify the Proposal, but will be required to extend the validity of Proposal Security for the period of the extension, and in compliance with ITB Clause 16 in all respects.

16. Proposal Security / Bid Security

- 16.1 The Service provider shall furnish Proposal security, as part of the Proposal as **specified in the BDS**.
- 16.2 The Proposal Security shall be in the **amount specified in the BDS** and denominated in Pak Rupees (PKR) and shall;
- 16.2.1 at the service provider's option, be in the form of CDR / Pay Order / Bank Draft.
- 16.2.2 be payable promptly upon written demand by the Procuring Agency in case the conditions listed in ITB Sub- Clause 16.5 are invoked;
- 16.2.3 be submitted in its original form with the Financial Proposal. A photocopy shall be attached along with the Technical Proposal as instructed in BDS.
- 16.2.4 remains valid for a period of 28 days beyond the validity period of the Proposals, as extended, if applicable, in accordance with ITB Sub-Clause 15.2;
- 16.3 If a Proposal Security is required in accordance with ITB Sub-Clause 16.1, any Proposal not accompanied by a substantially responsive Proposal Security in accordance with ITB Sub-Clause 16.1, shall be rejected by the Procuring Agency as non- responsive.
- 16.4 The Proposal Security of unsuccessful Service providers shall be returned as promptly as possible upon the successful Service provider's furnishing of the Performance Security pursuant to ITB Clause 35.
- 16.5 The Proposal Security may be forfeited:
- 16.5.1 if a Service provider withdraws its Proposal during the period of Proposal validity, except as provided in ITB Sub-Clause 15.2; or
- 16.5.2 if the successful Service provider fails to:
- 16.5.2.1 Sign the Contract in accordance with ITB Clause 34;
- 16.5.2.2 Furnish a Performance Security in accordance with ITB Clause 35.
- 16.6 The Proposal Security of a consortium / JV must be in the name of the consortium / JV that submits the Proposal.

17. Alternative Proposals by Service providers

- 17.1 Alternative Proposals shall not be considered. One Bidder One Proposal only.

18. Technical and Financial Proposal Format and Content

- 18.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 18.2 The Financial Proposal should be prepared as per instruction Section – II BDS.

- 18.3 The Service Provider shall be subject to all applicable duties, fees, levies and taxes (including but not limited to value added, sales tax, income tax/sales tax) on amounts payable by the Client under the Agreement. Service Provider will include and clearly state all such taxes, which it is subject to pay, in the proposal
- 18.4 The Service Provider should express the all prices in Pakistani rupees (PKR).

D. Submission of Proposals

19. Sealing and Marking of Proposals

- 19.1 The Service provider shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 12 (Documents Comprising Proposal). The submission can be done by mail or by hand.
- 19.2 An authorized representative of the Service provider shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 19.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 19.4 In Technical Proposal any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. In case of Financial Proposals no modification, erasures or overwriting shall be permissible.
- 19.5 The Technical Proposal shall be placed inside of a sealed envelope clearly **marked "Technical Proposal", —[Name of the Assignment]—, reference number, name and address of the Service provider, and with a warning —Do Not Open until** [insert the date and the time of the Technical Proposal submission deadline]."
- 19.6 Similarly, the original Financial Proposal containing the original CDR / Bank Draft / Pay Order as Bid Security shall be placed inside of a sealed envelope clearly marked **"Financial Proposal followed by the name of the assignment, reference number, name and address of the Service provider, and with a warning —Do Not Open With The Technical Proposal.**
- 19.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the **submission address, RFP reference number, the name of the assignment, Service provider's name and the address, and shall be clearly marked —Do Not Open Before** [insert the time and date of the submission deadline indicated in the Data Sheet]".
- 19.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

20. Deadline for Submission of Proposals

- 20.1 Proposals shall be delivered to the Procuring Agency Office of the Chief Executive Officer, Mayo Hospital, Lahore not later than the time and date **specified in the News Paper Advertisement.**
- 20.2 The Procuring Agency may extend the deadline for submission of Proposals by issuing an amendment in accordance with ITB Clause 10, in which case all rights and obligations of the Procuring Agency and the service providers previously subject to the original deadline will then be subject to the new deadline.

21. Late Proposals

- 21.1 The Procuring Agency will not receive any Proposal submitted after the deadline specified in the News Paper Advertisement.

22. Modification and Withdrawal of Proposals

- 22.1 The Service Providers may modify or withdraw their proposal by giving notice in writing before the deadline prescribed in ITB Clause 20.
- 22.2 Each Service provider's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 18 and 19, with the outer and inner envelopes additionally marked "Modification" or "Withdrawal," as appropriate.
- 22.3 No Proposal may be modified after the deadline for submission of Proposals.
- 22.4 Withdrawal of a Proposal between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the BDS or as extended pursuant to ITB Sub-Clause 15.2 may result in the forfeiture of the Proposal Security pursuant to ITB Clause 16

E. Proposal Opening and Evaluation

23. Proposal Opening

- 23.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Service providers' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 19 and 24 of the ITB
- 23.2 At the opening of the Technical Proposals the following shall be read out:
- 23.2.1 the name and the country of the Service provider or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members;
 - 23.2.2 the presence or absence of a duly sealed envelope with the Financial Proposal;
 - 23.2.3 any modifications to the Proposal submitted prior to proposal submission deadline;
 - 23.2.4 any other information deemed appropriate or as indicated in the Data Sheet.

24. Technical Proposals Evaluation:

- 24.1 Subject to provision of Clause 19 of the ITB, the evaluators of the Technical Proposals shall have no access to the Evaluation Financial Proposals until the technical evaluation is concluded.
- 24.2 The Service provider is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 22 of this ITB. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
- 24.3 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

25. Opening of Financial Proposals

- 25.1 After the technical evaluation is completed, the Client shall notify those Service providers whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Service provider's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Service providers that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Service providers sufficient time to make arrangements for attending the opening. The Service provider's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Service provider's choice
- 25.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Service providers whose proposals have passed the minimum technical score. The Financial Proposals of the bidders whose technical proposals are non-responsive will be returned unopened.
- 25.3 The Service provider's Financial Proposal shall include all applicable taxes in accordance with the instructions in the Data Sheet.

26. Financial Proposal Evaluation

26. **Least-Cost Selection (LCS);** the Client will select the Service provider with the lowest evaluated total price among those Service providers that achieved the minimum technical score, and invite such Service provider to negotiate the Contract

27. Submission of Grievances

- 27.1 As per PPRA Rules – 2014 (amended)

28. Clarification of Proposals

- 28.1 To assist in the examination, evaluation, and comparison of Proposals, the Procuring Agency may, at its discretion, ask any Service provider for clarification of the Service provider's Proposal, including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Agency may require. The request for clarification and the response shall be in writing or email, but no change in the price or substance of the Proposal shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the Proposals in accordance with ITB Clause 30.
- 28.2 No Service provider shall contact the Procuring Agency on any matter relating to its Proposal from the time of the Proposal opening to publication of evaluation report. If the Service provider wishes to bring additional information to the notice of the Procuring Agency, he should do so in writing after permission from the procuring agency.
- 28.3 Any effort by the Service provider to influence the Procuring Agency in the Procuring Agency's Proposal evaluation or contract award decisions may result in the rejection of the Service provider's Proposal.

29. Examination of Proposals and Determination of Responsiveness

- 29.1 Prior to the detailed evaluation of Proposals, the Procuring Agency will determine whether each Proposal:
 - 29.1.1 Has been properly signed;
 - 29.1.2 Is accompanied by the required securities;
 - 29.1.3 And is substantially responsive to the requirements of the Proposal documents.
- 29.2 A substantially responsive Proposal is one which conforms to all the terms, conditions, and specifications of the Proposal documents, without material deviation or reservation. A material deviation or reservation is one:
 - 29.2.1 Which affects in any substantial way the scope, quality, or performance of the Services; or
 - 29.2.2 Which limits in any substantial way, inconsistent with the Proposal documents, the Procuring Agency's rights or the Service provider's obligations under the Contract; or
 - 29.2.3 Whose rectification would affect unfairly the competitive position of other service providers presenting substantially responsive Proposals.
- 29.3 If a proposal is not substantially responsive, it will be rejected by the Procuring Agency, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

30. Correction of Errors

- 30.1 Proposals determined to be substantially responsive will be checked by the Procuring Agency for any arithmetic errors. Arithmetical errors will be rectified by the Procuring Agency on the following basis:
 - 30.1.1 If there is a discrepancy between unit prices 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;
 - 30.1.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
- 30.2 The amount stated in the Proposal will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Service provider, shall be considered as binding upon the Service provider. If the Service provider does not accept the corrected amount, the Proposal will be rejected, and the Proposal Security may be forfeited in accordance with ITB Sub-Clause 16.5.

31. Non- Preferential Treatment

- 31.1 No service provider (domestic or foreign) shall be eligible for any margin of preference in Proposal evaluation

F. Award of Contract

32. Award Criteria

32.1 The Procuring Agency will award the Contract to the Service provider whose Proposal has been determined to be substantially responsive to the Proposal documents and who has offered the lowest evaluated Proposal price, provided that such Service provider has been determined to be:

32.1.1 Eligible in accordance with the provisions of ITB Clause 3, and

32.1.2 Qualified in accordance with the provisions of ITB Clause 24.

33. Procuring Agency's Right to accept or Reject all Proposals

33.1 As per PPRA Rules – 2014 (Amended)

34. Notification of Award and Signing of Agreement

34.1 The Service provider whose Proposal has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Proposal validity period by registered letter from the Procuring Agency. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state services and other particulars that the Procuring Agency will deliver to the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract

34.2 The notification of award will constitute the formation of the Contract. Expected data and address for award of contract is **specified in BDS**.

34.3 The Contract will incorporate all agreements between the Procuring Agency and the successful Service provider. It will be signed by the Procuring Agency and sent to the successful Service provider along with the Letter of Acceptance. Unless otherwise stated in **BDS or Part II**, within 07 days of receipt of the Contract, the successful service provider **shall sign the Contract** and return it to the Procuring Agency, together with the required performance security alongwith stamp duty @ 0.25% of total contract amount pursuant to Clause 35. Furthermore, the selected service provider shall commence the services by the date specified in the Advance Acceptance Letter.

34.4 Upon fulfillment of ITB Sub-Clause 34.3, the Procuring Agency will promptly return the Bid security of successful and unsuccessful Service providers as soon as possible.

35. Performance Security

35.1 The successful service provider will have to submit an amount as performance security which may be upto 5% of the approved value within Two weeks after receipt of the Letter of Acceptance, to the procuring agency in the form of CDR.

35.2 Failure of the successful Service provider to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

36. Dispute Resolution

36.1 In case of any dispute between the Parties during the period of Contract, the Parties shall resolve such dispute pursuant to clauses of Contract Agreement.

Section – II (Bid Data Sheet (BDS)

Sealed tenders are invited from Sales Tax / Income Tax registered firms For Service & Maintenance Contract of ICU Ventilators alongwith all parts and Consumables Inclusive of all leviable Taxes for a period of ONE YEAR (Extendable for further Three Months). Tender form is obtainable on cash payment (non-refundable) from Almoner Office of this hospital.

- 1- The bidder's will visit the department concerned along with authorized representative from the AMS(R&M) and after checking the ICU Ventilators will submit their quotation in the name of Chief Executive Officer, Mayo Hospital, Lahore under a sealed envelope bearing the number and Due Date of this tender. All offers / bids will be submitted in accordance with Punjab Procurement rules (PPRA – 2014 Amended up-to-date).
- 2- The procuring Agency is {Chief Executive Officer, Mayo Hospital, Lahore}
- 3- The name of the contract is "HIRING OF FIRM FOR SERVICE & MAINTENANCE CONTRACT OF ICU VENTILATORS ALONG WITH ALL PARTS AND CONSUMABLES INCLUSIVE OF ALL LEVIABLE TAXES ON ANNUAL CONTRACT BASIS".
- 4- Bid Validity Period: The bid validity period is for 90 days after the dead line for proposal submission.
- 5- One firm will submit One Proposal Only. Alternative proposal are not allowed.
- 6- **Preparation of the Proposals:-**
 - 6.1- This document has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language. The currency is in Pak Rupees.
 - 6.2- Single stage – two envelopes bidding procedure as per Punjab Procurement Rules, 2014 (amended upto date) shall be applied.
 - i) The bid shall comprise of a single package containing two separate envelopes, each envelop shall contain separately the technical proposal and the financial proposal.
 - ii) The envelopes shall be marked as "TECHNICAL PROPOSAL" & "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion, mentioning tender name and date.
 - iii) The inner and outer envelopes shall be addressed to the Chief Executive Officer, Mayo Hospital, and Lahore.
 - iv) The sealed bids will be dropped in the TENDER BOX placed in the Office of the Chief Executive Officer, Mayo Hospital, and Lahore.
 - v) Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in this office without being opened.
 - vi) The Hospital Technical Scrutiny Committee shall evaluate the technical proposal and reject any proposal which do not confirm the specified requirement directly.
 - vii) The financial proposals of technically evaluated / approved bids shall be opened publicly at the time date and venue to be announced and communicated to the bidders in advance.
 - viii) The financial proposal of bids found technically non-acceptable shall be returned as un-opened to the respective bidders.
 - 6.3- The bidder / authorized person shall sign and stamp each and every paper of this bidding document (This is essential).

7- Technical Proposal

The participating firm must submit the following documents along with the Technical Bid:-

- a) Copy of C.N.I.C of Proprietor / Director's / Partners
- b) Tender purchased Receipt in original.
- c) NTN / PST / GST & Professional Sales Tax Certificate
- d) Photocopy of Bid Security
- e) An under taking on Judicial papers of Rs.100/- duly attested by the Notary Public. Specimen at Annexure-“B”.
- f) Experience Certificates of the firm for service & maintenance of ICU Ventilators.
- g) Work Orders received from different institutes.
- h) Satisfactory past performance received from different institutes.
- i) List of available concerned Tools / Instruments / machines / transport etc. to provide services in terms of contract.
- j) List of Administrative / Technical Staff along with copies of their Degrees / Diplomas and detail of non-technical staff (copies of their Appointment Letters).
- k) Financial Soundness Certificate from Bank / Current Bank Statements.
- l) Tender Documents which should be read carefully and each paper should be duly signed and stamped by the bidder or authorized person.
- m) Any other document required as per evaluation criteria (Annexure – Ä”) / bid document sheets.
- n) The service provider will have to submit a check list of documents provided with the proposal duly signed and stamped by the authorized person.

8- Financial Proposal

- 8.1- The proposed amount (on the letter head of the firm) should be written both in figures and words in clear eligible writing. No correction or over writing is permissible. In case of any confusion the amount mentioned in words will be accepted as correct.
- 8.2- The Financial proposal should accompany original CDR / Pay Order / Bank Draft of Bid Security.
- 8.3- A photocopy of the CDR / Pay Order / Bank Draft of Bid Security should be provided along with other required documents in technical proposal.

8.4- Financial Model

Sr. #	Description	QTY	Annual Price with Spare Parts / Consumables / Accessories (Rs.)
1.	Annual charges for service & maintenance contract of ICU ventilators installed in various Departments of Mayo Hospital, Lahore along with all parts and consumables inclusive of all applicable taxes and contingencies.		

NOTE:

- Rates are valid for a period of One Year extendable for further three months.

9- No offer shall be considered if:-

- 1- Not received as per terms & conditions of the tender enquiry.
- 2- Received from the firm not registered with Punjab Sales Tax Department.
- 3- It is received after the time and date fixed for its receipt.
- 4- The tender is unsigned.
- 5- The offer is ambiguous.
- 6- The offer is conditional.
- 7- The offer is from a firm, Black Listed, Suspended or removed from any Government department.
- 8- Offer received with shorter validity than required in the tender enquiry.
- 9- Is received without required documents.
- 10- Is received without Bid security / Earnest Money
- 11- The offer not confirming to the specifications indicated in the tender document.

SECTION III:- **SCOPE OF SERVICES**

Terms of References (TORs) or Scope of Services for ICU Ventilators along with all consumables and other parts.

SCOPE OF WORK

- Checking / Inspection / Repairing and routine maintenance of ICU Ventilators along with all consumables and other parts.
- The routine / periodic maintenance / service, as per schedule, shall include the following:-
 - a) Function and operation safety check
 - b) Adjustment, setting and lubrication
 - c) Correction of detected defects which result from normal wear and tear.
 - d) Performing preventive work where this is deemed necessary by the company.
 - e) Safety / mandatory modifications, if any; recommended by the manufacturer.
 - f) Replacement of all defective parts immediately (if any).
- Four Planned preventive maintenance (PPM) / modifications shall be performed by the service provider as per the manufacturer's recommended schedule. Service Provider shall perform all maintenance works as
 - i. Prescribed by the equipment manufacturer,
 - ii. per good industry practice,
 - iii. per recommended / approved by the Procuring Agency and as per terms and conditions of this Contract
- The firm shall be responsible for arranging special tools and test instruments or measuring devices required for maintenance / repair of equipment.
- Contractor is responsible to keep the Equipment properly functional throughout the period of contract.
- All kind of spare parts during the term of this contract shall be ensured by the firm which is required to keep the equipment in working conditions. All consumable and other parts also covered under this contract. Replaced parts will be the property of the hospital.
- The company jointly with the End-user shall measure system performance during the period of contract. At the end of yearly period "Uptime Percentage" will be calculated as per clause mentioned above.
- A Log Book of machine will be maintained by the engineer of the service provider along with the Technician of concerned Department which will be signed by the ICU In charge of concerned department & Bio-Medical Engineer accordingly.
- The replaced defective parts will be returned to the End-user and will be the property of the hospital.
- The firm shall replace the brand new part/s required for complete functioning of the system.
- The service provider is bound to make sure the availability of all required parts (brand new) in their ready stock during the contractual period. There shall be no cause for delay for importing the defective parts.
- The firm will be bound to check the machines on daily basis, Preventive, corrective maintenance and made one annual comprehensive maintenance inspection consisting of calibration, cleaning, removing dirt/dust, functional checks and adjustments and other maintenance to preserve quality results.

- Service Provider shall handover the ICU Ventilators in satisfactory working condition to the hospital at the expiry of the contract.
- The required all kind of parts/consumable items will be provided by the Service Provider at no further cost and Service Provider guarantees the availability of brand new spare parts and other consumable items required for smooth operation of ICU ventilators.
- Shutdown of the system for pre-scheduled maintenance with prior approval of the Procuring Agency shall not be treated as down time.

SPECIAL PROVISIONS

1. In case the ICU ventilator(s) stops working due to any fault, which is not rectified by the contracting firm in time, penalty to the extent of market cost of ICU ventilator(s) services per day will be imposed on the firm. Imposition of penalty will be decided by the authority / committee of the hospital.
2. In case the award letter is issued to successful bidder during the offered validity period and not accepted by the bidder, the Earnest Money / CDR shall be forfeited.
3. The successful bidder will have to deposit as performance security (refundable) @5% of contract amount in the name of Chief Executive Officer, Mayo Hospital, Lahore. This amount will be refunded after successful completion of contract period.
4. At the time of award the firm will have to submit price reasonability certificate.
5. During the contract period any further instructions / rules issued by the Government from time to time will also be applicable on the contracting firm.
6. The firm will be responsible to hand over the ICU ventilators alongwith its accessories in working condition in all respect at the end of contract period otherwise performance security will not be released and payment of last quarter bill will also be withheld till the handing over of ICU ventilators in fully working condition.
7. The hospital administration reserves the right of cancellation of agreement at any stage due to poor performance or non-observation of TOR's of the agreement.
8. The quoted rates should be on annual basis. The bills will be paid on quarterly basis, subject to satisfactory performance, reported by the end-user & Bio-Medical Engineer and after deduction of all taxes, levies and penalties etc.

SECTION IV – CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF THE CONTRACT

1. DEFINITIONS

- a. In this Contract, the following terms shall be interpreted as indicated:
- b. “The Contract” means the agreement entered into between the Procuring Agency and the Contractor, signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- c. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- d. “The Services” means services rendered by the contractor covered under the Contract.
- e. “GCC” mean the General Conditions of Contract contained in this section.
- f. “SCC” means the Special Conditions of Contract.
- g. “The Procuring Agency” means the Chief Executive Officer, Mayo Hospital, Lahore.
- h. “The Contractor” means the firm providing the services under this Contract.

2. APPLICATION

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3 USE OF CONTRACT DOCUMENTS AND INFORMATION.

- 3.1 The Contractor shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 3.2 The Contractor shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 3.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Contractor's performance under the Contract if so required by the Procuring Agency.

4. PAYMENT

- 1. The payment will be paid in 4 quarterly installments after inspection and satisfactory report of end-user.

5. PRICES

- 5.1 Prices charged by the Contractor for services delivered under the Contract shall not vary from the prices quoted by the Contractor in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.

6. CONTRACT AMENDMENTS

- 6.1 No variation in or modification of the terms of the Contract shall be made.

7. ASSIGNMENT

- 7.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.

8. SUBCONTRACTS

- 8.1 The Contractor shall not be allowed to sublet the job and award subcontracts under this Contract except the firms involved in the Joint Venture/ Consortium.

9. Termination for Default

- 9.1** The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:
- a.** if the Contractor fails to deliver services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 8.2; or
 - b.** if the Contractor fails to perform any other obligation(s) under the Contract.
 - c.** if the Contractor, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

10. FORCE MAJEURE.

- 10.1** Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Contractor shall not be liable for forfeiture of its Performance Guaranty/ bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Contractor and not involving the Contractor's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Contractor shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of Ministry of Health, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

11. Termination for Insolvency

- 11.1** The Procuring Agency may at any time terminate the Contract by giving written notice of one month time to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Contractor, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

12. ARBITRATION AND RESOLUTION OF DISPUTES

- 12.1** The Procuring Agency and the Contractor 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.
- 12.2** If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
- 12.3** In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Deputy Secretary SHC & ME Department will act as referee in arbitration. His decision shall be final and binding upon the parties.

13. Governing Language

- 13.1** The Contract shall be written in English language. Subject to GCC Clause 28, 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 English.

14. Applicable Law

14.1 This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction after consuming all available departmental forums.

15. Notices

15.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed to other party's address specified in SCC.

15.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

1. General:

1.2 The fee of all necessary licenses required to install and operate the equipment shall be borne by the Contractor and Procuring agency will facilitate through documents only.

1.3 The Bank Guaranty/ performance security will be discharged after completion of contract.

2. Execution of contract:

- 1.** This Service Agreement made between Mayo Hospital, Lahore (also referred to as customer) of the one part, and the firm (also referred to as Service Provider Company of the other part). Both parties wish to enter into a service agreement for maintenance of the relevant Medical Equipment.
- 2.** This service agreement will come into operation from the date of service agreement for the period of one year but the firm is bound to quote their rates on the basis of per annum including all relevant taxes. The competent authority reserves the right to issue the contract for one year/ two year/ three years.
- 3.** This agreement entitles hospital to call company during office hours defined as the hours of 9:00 A.M. to 09.00AM (24 Hours).
- 4.** The contractor will be responsible for preventive maintenance of equipment as per manufacturers' Service Manuals and shall keep a check for electrical / magnetic / temperature and humidity conditions. Such a check should be made monthly and record should be maintained in the log book of the hospital.
- 5.** The contractor shall perform the periodic preventive Maintenance PPM of each relevant Medical Equipment monthly and submit the report to hospital authority regarding performance of the relevant Medical Equipment.
- 6.** Income Tax / Punjab Sale Tax will be deducted at source on payment according to Government rules.
- 7.** All remaining terms & conditions would also be applicable as per tender and issued by the Government from time to time.
- 8.** All replacement / old parts shall be the property of the hospital and it must be returned to the concerned Store Keeper, who will enter these parts in the dead stock register accordingly.
- 9.** If the approved rates are higher than the rates given to any other institution in Pakistan in this year, the difference will be recovered either from the bill or from the security without any further notice.
- 10.** The sufficient staff of Biomedical Engineer/ Biomedical Technicians (at least 02) (01 Biomedical Engineer&1 Biomedical Technician) of firm must be available round the clock. Their attendance must be submitted on daily basis in the office of BME Department duly signed by the vendor in-charge.
- 11.** The Biomedical Engineer/ Biomedical Technicians will be available in hospital from 08:00 A.M to 06:00 P.M and 02 Biomedical Technician will be available from 6.00 P.M. to 8.00 A.M. to ensure the uninterrupted working of relevant Medical Equipment.

12. The contractor shall be required to undertake the complete maintenance of the relevant Medical Equipment for a period of ONE YEAR. Extendable for further three month on mutual agreement between the contractor and the client.
13. This contract covers **all parts, durables and disposable and all type of other martial required maintaining the system.** Replaced parts will be submitted to the hospital.
14. All payments will be made in Pak Rupees on quarterly basis. All taxes included in the quoted price.
15. Any new tax levied by Government during the period of this contract, will be discussed and decided with mutual understanding and also final approval of the competent authority.
16. This service agreement is payable in 4 quarterly installments after proper verification and satisfactory report of end-user.
17. Company should have trained Qualified Engineers and should have experience of repair relevant Medical Equipment.
18. The Company should have proper workshop with required Test Tools for calibration for the system, which can be verified by the hospital committee.
19. Company should provide brand new genuine spare parts.
20. For the purposes of this agreement, maintenance means routine preventive maintenance such as to maintain reagents, materials and consumables and includes making all repairs, making availability and purchase of spare parts such as any other material/ service necessary to be provided or undertaken by the company in respect of relevant Medical Equipment, to the satisfaction of MHL and of the smooth running of the relevant Medical Equipment.
21. The company guarantees that the relevant Medical Equipment be maintained in good working condition for a minimum period of ninety five percent (95%) of the time for which the relevant Medical Equipment is used ("uptime"). For a block-period of 365 days, this allows a downtime of fifteen (15) days excluding Sundays, and Federal Government Holidays. Twenty four (24) hours of nonfunctioning of the relevant Medical Equipment may be considered as one (1) day downtime. Essential period to shut down the installation entirely or partially (if patients cannot be treated/ examined on the relevant Medical Equipment) shall also be included in the downtime while calculating the ninety five percent (95%) guarantee uptime. This guaranteed uptime shall be calculated for each block of three hundred sixty five (365) days.
22. The contract can be terminated on the following grounds:
 - a. In case of locally repair/ minor repair the firm is bound to repair within 01 days.
 - b. In case of import of any part the firm is responsible to repair machine within 03 days.
23. If the firm fails to fulfill the contractual obligations within the stipulated period then the procuring agency proceeds for the notice to breach the contract and the contract will be terminated after the 30 days of written notice and 05% contract security will be forfeited.
24. A Log Book of the equipment shall be maintained by the relevant department with the Coordinator of the Contractor/firm, jointly. This will include the name of the machine, down time, preventive maintenance schedule, replacement of parts, etc.
25. The maintenance will be the responsibility of the manufacturer / their agent. An annual optimal uptime of 95% is considered as acceptable level of performance.
26. Software and hardware up gradation of the computing system should be carried out as available during annual service & maintenance period as desired by end user or as recommended by the manufacturer.
27. Manufacturer / Contractor shall be responsible for rectifying with all possible speed at their own expense any defect or fault in the system.
28. Uptime shall be defined as the time available to the user for doing procedures/ data acquisition and processing during working hours throughout the year.

29. Contractor shall check system performance during and after every 1-month. An "Optimal Percentage" will be calculated by dividing "System in Service" hours by hours available, both measured on the basis of working hours as detailed above.
30. The company will maintain records of all job completion forms/Service Reports and details of services provided and submit to the BME Department Accordingly. The Copies of such records including detail of replaced parts / repaired & any additional information that the customer may reasonably require shall be provided to the customer at any time upon request.
31. Firm is bound to change the Accessories / Parts i.e. Service Kit 2 yearly, Filters, Oxygen Sensors, Spirolog Flow Sensors,(maintenance kits Batteries Pair) & MX08227- Service Kit Complete, Compressor and everything that is needed for the smooth functioning of Ventilators whenever needed.
32. If the uptime percentage for the measurement period (04-months) shall fall short of 95% the following formula shall be applied to determine additional days in the warranty / service contract period.
- | | |
|----------------|--|
| I. 100% - 95% | No Penalty |
| II. 95% - 90% | The warranty period will be extended by 2.0 times the number of days as extra down time or amount shall be deducted. |
| III. 90% - 80% | The warranty period will be extended by 3.0 times the number of days as extra down time or amount shall be deducted. |
| IV. Below 80% | The warranty period will be extended by 4.0 times the number of days as extra down time or amount shall be deducted |
33. Down time is defined as the failure in the equipment operation to acquire or process the data or procedure, resulting in inability to carry out the required procedure properly.
34. The firm will bound to report concerned Senior Bio-Medical Engineer/ Technical Coordinator in the concerned Hospital, for prompt execution/ coordination of after sales services.
35. Down time will start when the end user/ Staff In-charge notifies the designated service facility verbally or in writing to Bio-Medical Engineer/ Technical Coordinator of the firm stationed in the Hospital.
36. Down time will end once the repairs have been affected and the system is again available for clinical use.
37. The firm will provide the recommended preventive maintenance schedule of each of the equipment at the time of delivery.
38. The scheduled preventive maintenance shall be in accordance with Service Protocol recommended/ advised by the manufacturer.
39. The Company shall not be responsible for delay in performance hereunder and shall not be liable for failure to keep the said machine in good working order, when such failure is due to unforeseeable causes beyond the control of Company, on account of acts of God, act of Government or the public enemy, war, riot, insurrection and sabotage, fire, floods, epidemics, quarantine restriction, failure of the user to meet his obligations under the aforesaid clauses.



**CHIEF EXECUTIVE OFFICER
MAHMOOD HOSPITAL, LAHORE**



CRITERIA OF TECHNICAL EVALUATION

Part (A) COMPULSORY PARAMETERS

Sr. #	PARAMETER(S)	Documents Required	Status (Attached / not attached)
1.	Copy of Computerized National Identity Card	Compulsory	
2.	N.T.N Certificate	Compulsory	
3.	G.S.T / P.S.T Reg. Certificate	Compulsory	
4.	Professional Tax Certificate (if applicable)	Compulsory	
5.	Bid Security / CDR	Compulsory	
6.	Under Taking Certificate Regarding Non-Black Listing on the legal stamp paper of Rs.100/-	Compulsory	
7.	Tender Documents which should be read carefully and each paper should be duly signed and stamped by the bidder or authorized person.	Compulsory	
8.	Tender Purchase Receipt (Original)	Compulsory	
9.	Sole Agency Certificate	Compulsory	

Part (B) ORDINARY PARAMETERS

Sr. #	Parameter with detail of documents	Maximum Marks	Marks Obtained	Remarks									
1.	<u>Experience Record:-</u> Past Performance / Experience in the relevant field Major institutions (Public / Private) served. <table><tr><td>i</td><td>1 year</td><td>05</td></tr><tr><td>ii</td><td>2 to 5 years</td><td>10</td></tr><tr><td>iii</td><td>Above 5</td><td>20</td></tr></table>	i	1 year	05	ii	2 to 5 years	10	iii	Above 5	20	20		
i	1 year	05											
ii	2 to 5 years	10											
iii	Above 5	20											
2.	<u>Satisfactory Past Performance:-</u> Satisfactory past performance in the relevant field Major institutions (Public / Private) served. <table><tr><td>i</td><td>1 Institute</td><td>05</td></tr><tr><td>ii</td><td>2 to 3 Institute</td><td>07</td></tr><tr><td>iii</td><td>4 & Above</td><td>10</td></tr></table>	i	1 Institute	05	ii	2 to 3 Institute	07	iii	4 & Above	10	10		
i	1 Institute	05											
ii	2 to 3 Institute	07											
iii	4 & Above	10											
3.	<u>Certification:-</u> Sole Agency Certificate	10											
4..	<u>Technical Staff (Company Strength)</u> {1 Engineer ----- 3 Marks} {2-3 Engineer ----- 5 Marks} {4 or Above Engineer ----- 10 Marks}	10											
5.	<u>Registration, Tax and Audit Certificates</u> a) Tax Return Statement of Last consecutive preceding 3 years = 10 Marks b) Company last consecutive preceding 3 years audit report = 10 Marks	20											
6.	<u>Tools / Instruments</u> a) List of available concerned tools / instruments / machines & calibrations etc.	10											
7.	<u>Financial Soundness Certificate / Annual Turnover</u> <u>Bank statement of last financial year.</u> <table><tr><td>i</td><td>Less than 5 Million</td><td>5</td></tr><tr><td>li</td><td>Up to 5 to 10 Million</td><td>10</td></tr><tr><td>lii</td><td>More than 10 Million</td><td>20</td></tr></table>	i	Less than 5 Million	5	li	Up to 5 to 10 Million	10	lii	More than 10 Million	20	20		
i	Less than 5 Million	5											
li	Up to 5 to 10 Million	10											
lii	More than 10 Million	20											

Total Marks: 100

Qualifying Marks: 65% (65 and above)

Undertaking by the Service Provider (ANNEXURE – “B”)

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

I / 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)]*

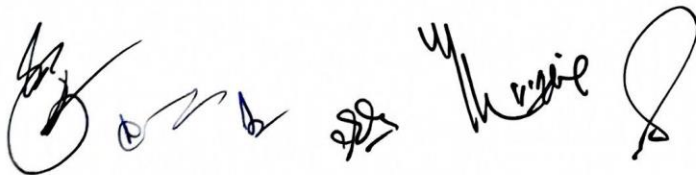
We hereby declare that:

- (a) I/We have read carefully and understood & accepted all the information and statements mentioned in this document and agree to abide by the same. I/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, Clause 15.1.
- (c) I/We have no conflict of interest in accordance with ITB clause 4.
- (d) I / We meet the eligibility requirements as stated in ITB clause 3, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices as per ITB clause 37.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (f) We further confirm that our firm has never been black listed by the Health Department or any other Government Institution. In case of any violation on any terms and conditions, our security / call deposit may be forfeited and we shall not challenge in any court of Law.
- (g) We also confirm to abide by all the terms & conditions laid down in the Tender enquiry or time to time change by the Government.

Yours sincerely,

Authorized Signature of the Tenderer: _____
Name and Title of Signatory: _____
Name of Service Provider (company's name or JV's name): _____
Address: _____
Contact information (phone, Cell and e-mail): _____

(This undertaking should be submitted on Judicial Paper worth Rs.100/- duly attested by the Notary Public).



LIST OF ANNUAL REPAIR, SERVICE & MAINTENANCE CONTRACT OF ICU VENTILATORS WITH SPARE PARTS, CONSUMABLES/DISPOSABLE ACCESSORIES ON ANNUAL RATE CONTRACT BASIS IN MAYO HOSPITAL, LAHORE.

PACKAGE NO. 1

Sr. #	Name of Equipment	Make / Model	Serial No.	Installed Location	Estimated Cost (Rs.)	2% Bid Security (Rs.)
1.	ICU Ventilator	Siriusmed / R50	035001850772	ICU-III	250,000/-	5,000/-
2.	ICU Ventilator	Siriusmed / R50	035001850778	ICU-VI	250,000/-	5,000/-
3.	ICU Ventilator	Siriusmed / R50	035001850784	ICU-VI	250,000/-	5,000/-
4.	ICU Ventilator	Siriusmed / R50	035001850822	ICU-III	250,000/-	5,000/-
5.	ICU Ventilator	Siriusmed / R50	035001850836	ICU-VI	250,000/-	5,000/-
6.	ICU Ventilator	Siriusmed / R50	035001850847	ICU-III	250,000/-	5,000/-
7.	ICU Ventilator	Siriusmed / R50	035001850848	ICU-IV	250,000/-	5,000/-
8.	ICU Ventilator	Siriusmed / R50	035001850853	ICU-III	250,000/-	5,000/-
9.	ICU Ventilator	Siriusmed / R50	035001850912	ICU-III	250,000/-	5,000/-
10.	ICU Ventilator	Siriusmed / R50	035001850914	ICU-III	250,000/-	5,000/-
11.	ICU Ventilator	Siriusmed / R50	035001850917	ICU-IV	250,000/-	5,000/-
12.	ICU Ventilator	Siriusmed / R50	035001850919	ICU-III	250,000/-	5,000/-
13.	ICU Ventilator	Siriusmed / R50	035001850922	ICU-IV	250,000/-	5,000/-
14.	ICU Ventilator	Siriusmed / R50	035001850925	ICU-III	250,000/-	5,000/-
15.	ICU Ventilator	Siriusmed / R50	035001850929	ICU-VI	250,000/-	5,000/-
16.	ICU Ventilator	Siriusmed / R50	035001850931	ICU-III	250,000/-	5,000/-
17.	ICU Ventilator	Siriusmed / R50	035001850941	ICU-IV	250,000/-	5,000/-
18.	ICU Ventilator	Siriusmed / R50	035001861163	ICU-IV	250,000/-	5,000/-
19.	ICU Ventilator	Siriusmed / R50	035001861527	ICU-IV	250,000/-	5,000/-
20.	ICU Ventilator	Siriusmed / R50	035001861543	ICU-IV	250,000/-	5,000/-
21.	ICU Ventilator	Siriusmed / R50	035001861682	ICU-IV	250,000/-	5,000/-

22.	ICU Ventilator	Siriusmed / R50	035001861769	ICU-IV	250,000/-	5,000/-
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PACKAGE NO. 2

1.	ICU Ventilator	SV300 / Mindary	GB05019033	ICU-I	250,000/-	5,000/-
2.	ICU Ventilator	SV300 / Mindary	GB05019034	ICU-I	250,000/-	5,000/-
3.	ICU Ventilator	SV300 / Mindary	GB05019035	ICU-I	250,000/-	5,000/-
4.	ICU Ventilator	SV300 / Mindary	GB05019036	ICU-I	250,000/-	5,000/-
5.	ICU Ventilator	SV300 / Mindary	GB05019037	ICU-I	250,000/-	5,000/-
6.	ICU Ventilator	SV300 / Mindary	GB05019040	ICU-I	250,000/-	5,000/-
7.	ICU Ventilator	SV300 / Mindary	GB05019041	ICU-I	250,000/-	5,000/-
8.	ICU Ventilator	SV300 / Mindary	GB05019044	ICU-I	250,000/-	5,000/-
9.	ICU Ventilator	SV300 / Mindary	GB05019045	ICU-I	250,000/-	5,000/-
10.	ICU Ventilator	SV300 / Mindary	GB05019047	ICU-I	250,000/-	5,000/-
11.	ICU Ventilator	SV300 / Mindary	GB05020835	Surgical ICU	250,000/-	5,000/-
12.	ICU Ventilator	SV300 / Mindary	GB05020844	Neuro Surgery	250,000/-	5,000/-
13.	ICU Ventilator	SV300 / Mindary	GB05020888	Surgical ICU	250,000/-	5,000/-
14.	ICU Ventilator	SV300 / Mindary	GB05020905	ICU-IV	250,000/-	5,000/-

PACKAGE NO. 3

1.	ICU Ventilator	Prunus Boarey / 5000D	020120030018	ICU-IV	250,000/-	5,000/-
2.	ICU Ventilator	Prunus Boarey / 5000D	020120030029	ICU-IV	250,000/-	5,000/-
3.	ICU Ventilator	Prunus Boarey / 5000D	020120040514	ICU-IV	250,000/-	5,000/-
4.	ICU Ventilator	Prunus Boarey / 5000D	020120040516	ICU-IV	250,000/-	5,000/-
5.	ICU Ventilator	Prunus Boarey / 5000D	020120040517	ICU-IV	250,000/-	5,000/-
6.	ICU Ventilator	Prunus Boarey / 5000D	020120040518	ICU-IV	250,000/-	5,000/-

7.	ICU Ventilator	Prunus Boarey / 5000D	020120040532	ICU-IV	250,000/-	5,000/-
8.	ICU Ventilator	Prunus Boarey / 5000D	020120050032	ICU-IV	250,000/-	5,000/-
9.	Portable Ventilator	Prunus Boarey / 1000D	022120040020	Backup Unit	60,000/-	1,200/-
10.	Portable Ventilator	Prunus Boarey / 1000D	022120040024	Backup Unit	60,000/-	1,200/-
11.	Portable Ventilator	Prunus Boarey / 1000D	022120040027	ICU-III	60,000/-	1,200/-
12.	Portable Ventilator	Prunus Boarey / 1000D	022120040030	ICU-IV	60,000/-	1,200/-
13.	Portable Ventilator	Prunus Boarey / 1000D	022120040031	ICU-III	60,000/-	1,200/-
14.	Portable Ventilator	Prunus Boarey / 1000D	022120040036	Backup Unit	60,000/-	1,200/-
15.	Portable Ventilator	Prunus Boarey / 1000D	022120040037	ICU-III	60,000/-	1,200/-
16.	Portable Ventilator	Prunus Boarey / 1000D	022120040040	E/A Covid	60,000/-	1,200/-
17.	Portable Ventilator	Prunus Boarey / 1000D	022120040047	ICU-I	60,000/-	1,200/-
18.	Portable Ventilator	Prunus Boarey / 1000D	022120040052	Surgical ICU (S.T)	60,000/-	1,200/-
19.	Portable Ventilator	Prunus Boarey / 1000D	022120040065	A&E Block	60,000/-	1,200/-
20.	Portable Ventilator	Prunus Boarey / 1000D	022120040069	Backup Unit	60,000/-	1,200/-
21.	Portable Ventilator	Prunus Boarey / 1000D	022120040075	Covid ICU Paeds	60,000/-	1,200/-
22.	Portable Ventilator	Prunus Boarey / 1000D	022120040076	ICU-III	60,000/-	1,200/-
23.	Portable Ventilator	Prunus Boarey / 1000D	022120040081	ICU-IV	60,000/-	1,200/-

24.	Portable Ventilator	Prunus Boarey / 1000D	022120040091	A&E Block	60,000/-	1,200/-
25.	Portable Ventilator	Prunus Boarey / 1000D	022120040096	ICU-I	60,000/-	1,200/-
26.	Portable Ventilator	Prunus Boarey / 1000D	022120040103	ICU-I	60,000/-	1,200/-
27.	Portable Ventilator	Prunus Boarey / 1000D	022120040123	Backup Unit	60,000/-	1,200/-

TOTAL AMOUNT IN PACKAGE NO. 1, 2 & 3					12,140,000/-	242,800/-
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The committee constituted by the Hospital Director vide office order No. H.D/65214-19/MH dated 26/10/2021 have checked and reviewing all bidding documents regarding Annual Service & Maintenance Contract of all type of ICU ventilators / Electro-Medical Equipment's. After thoroughly checking, amended the bidding document (page # 1 to 31) according to requirement. The same have been submitted duly vetted by all the members for further proceeding.

Syed Nazam Hussain Zaidi
Bio-Medical Engineer

Dr. Asad Ali
Incharge Central ICU-I & IV

Sheikh Altaf Hussain
Deputy Drug Controller

Dr. Muhammad Adil
Additional Director (Admn-II)

Dr. Bakht Yawar
Additional Director (Admn / P)
Chairman of the Committee
Mayo Hospital, Lahore.

Additional Director
Maintenance and Repair
Mayo Hospital Lahore.

Chief Executive Officer
Mayo Hospital, Lahore.

Medical Superintendent
Mayo Hospital, Lahore.