

**OFFICE OF THE HOSPITAL DIRECTOR
AYUB TEACHING HOSPITAL ABBOTTABAD**



**TENDER DOCUMENTS
FOR
UP - GRADATION & RENOVATION (CIVIL, PUBLIC HEALTH,
ELECTRICAL & HVAC WORKS) OF CASUALTY OPERATION
THEATRE & SURGICAL BLOCK AT AYUB TEACHING HOSPITAL
ABBOTTABAD (KHYBER PAKHTUNKHWA)**

**VOLUME-I
General Conditions of Contract alongwith B.O.Q**

Design and Supervision Consultant



M/S: _____

Due on: _____

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1. Scope of Work

- 1.1 The Selected Bidder will be responsible for the Supply, Installation, Testing and Commissioning of HVAC system along with auxiliaries and components at Ayub Teaching Hospital, Abbottabad.
- 1.2 Selected Bidder must ensure that the supplied equipment is fully operational and Perform properly as per technical requirements or as directed by the engineer.
- 1.3 At the time of installation and commissioning, Selected Bidder must provide Comprehensive documentation of system deployed including diagrams, labeling, schematics, configuration and manuals etc.
- 1.4 Selected bidder shall be responsible for Training for knowledge transfer to Engineers/operators and support personnel will also be the responsibility of the Bidder.
- 1.5 Selected bidder shall have to complete the project within required time period after Signing of the contract. The time period for completion of this project is **5 months**.

2. Bids Submission Requirements

Bidders must visit site and also follow below requirements while preparing their financial bid proposal and submission.

- 2.1 The bidder is required to submit financial Bid and envelope should also be labeled with the name, address and contact number of the bidding company.
- 2.2 Bidders shall submit proper sealed and signed financial bid.
- 2.3 The bidder must provide Project Execution Plan, Design Proposal with layouts, diagrams, etc. alongwith financial Proposal.
- 2.4 Bidders are required to fill and sign all pages in writing while following the format given, and submit it as Financial Proposal. Financial Proposals not following the given format may lead to the rejection of bid.
- 2.5 Bidders are required to submit their financial proposals in PAK Rupees (Rs.) for both the local and imported items separately. The rate of C&F must be accompanied with proforma invoice of foreign principal (Manufacturer).
- 2.6 The Bid Security equal to 2% of the Total Bid Value, in the form of Deposit at Call issued by a Scheduled Bank in Pakistan in favor of Hospital Director, Ayub Teaching Hospital, Abbottabad must accompany the bid as a part of proposal. The bid shall not be considered without Bid Security.
- 2.7 The Bidder shall clearly mention his delivery schedule and completion period of Project along with financial proposal.
- 2.8 The bidder must submit letter verifying that the quoted solution complies with provided size information and will meet the required performance parameter.

3. Selection Procedure & Term of Payment

- 3.1 Ayub Teaching Hospital issues this Tender Document to pre-qualified firms & award contract to the lowest quoted bidder.
- 3.2 After the approval of contract award, a contract agreement on the stamp paper worth Rs. 100/- shall be executed by the Ayub Teaching Hospital with lowest bidder within 15 days from the date of issuance of Letter of Intent on standard terms and conditions.
- 3.3 Mode of Payment:

For Imported Equipment:

- a). The Letter of Credit (LC) will be opened in the name of Hospital Director,ATH for the imported items (C&F Basis) and the payment will be transferred to bank to open the letter of credit (as per Government rules of LC).
- b). The payment of installation of imported items will be released after the testing and commission duly checked and verified by the Consultant.
- c). 10% (Ten percent) of the BOQ rates shall be deducted as Retention Money till warranty period.

Local Items:

- a) Against the work done (minimum Five Million Rupees) i.e Running bill submitted by the Contractor and duly verified by the consultant for payment.
- b). 10% Retention Money shall be deducted from each running bill along with applicable taxes.
- 3.4 The successful bidder has to furnish the Performance Guarantee in the shape of Insurance Guarantee from AA rating insurance company equivalent to 10 % of the total contract. The said Guarantee will be released after the successful completion of the project after issuance of completion certificate by the consultant.
- 3.5 Invoices will be cleared as soon as possible not exceeding 28 days upon receiving the invoice.
- 3.6 All payments shall be made through cross cheque in the Pakistan Rupees (PKR).
- 3.7 Taxes will be deducted at source as per government rules at the time of payment.
- 3.8 The Bid Security (2%) of the successful bidder will be returned after the signing of the contract agreement and submission of the required performance guarantee.
- 3.9 The bidder is responsible to deliver equipment at the sites at his own risk and cost.

4. Liquidated Damages

In case of delay, the Hospital Director, ATH, Abbottabad reserves the right to impose a penalty not exceeding 10% of the total amount of the contract at the rate of 0.5% of the total contract value for each week of delay.

5. Project Timeline:

5 months from start of project.

6. General Terms and Conditions

Following general terms & conditions apply to this document:

- 6.1 Validity period of the bids regarding the award of contract shall be 3 months (90 days).
- 6.2 The decisions of Hospital Director, ATH Abbottabad will be binding on all concerned and will in no case be challengeable at any forum or any court of law.
- 6.3 Bids are liable to be rejected if they are not conforming the terms, conditions and specifications stipulated in this standard bidding documents.
- 6.4 During the examination, evaluation and comparison of the bids, Chairman Purchase committee, ATH Abbottabad at its sole discretion may ask the bidder for clarifications of its bid.
- 6.5 The request for clarification and the response both shall be in writing / email. However, no change in the price or substance of the bid shall be sought, offered or permitted after bid submission.
- 6.6 Total Bid Value (Cost of equipment, Cost of Installation & Commissioning etc as per BOQ) shall account for financial evaluation and so shall be included in Total Bid Value.
- 6.7 The amount submitted as Earnest Money (2%) shall be refunded to the Unsuccessful bidders after the decision of "Tender Committee" for the award of said tender.
- 6.8 If there is a discrepancy between unit price and total price in the submitted bid which is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures, the amount in words shall prevail. If there is a mistake in addition/ totaling, that shall be corrected. If the bidder does not accept the corrected amount of bid, his bid shall be rejected and his bid security forfeited.
- 6.9 Incomplete and conditional BIDs will not be entertained.
- 6.10 In case of any dispute between contractor and consultant after signing the contract agreement, the case shall be referred to Hospital Director, ATH Abbottabad whose decision shall be final and binding on both parties.
- 6.11 Bids submitted via email or fax will not be entertained
- 6.12 Bidders shall indemnify ATH Abbottabad against all third party claims of infringement of patent trade mark, industrial design rights arising from use of the goods of any part thereof in Pakistan.
- 6.13 ATH Abbottabad reserves the right to accept/reject wholly or partially any tender at any stage of the tender process.

7. FINANCIAL BID EVALUATION CRITERIA

The CRITERIA for the evaluation of the financial bids shall be as follows:

The Consultant will examine the Bids to determine whether;

1. The Bid is complete and does not deviate from the scope,
2. Any computational errors have been made,
3. The required sureties have been furnished,
4. The documents have been properly signed,
5. The Bid is valid till required period,
6. The Bid prices are firm during currency of contract.
7. completion period offered is within specified limits,

The bid shall be declared substantially responsive if it satisfies all these conditions.

The bid will not be considered, if;

1. It is not accompanied with Bid Security.
2. It is not properly signed.
3. Its validity is less than specified period.
4. It is submitted for incomplete scope of work.
5. It indicates completion period later than specified.
6. It indicates that prices quoted are not firm during currency of the contract.
7. It indicates that Goods and material to be supplied do not meet eligibility requirements.
8. It indicates that Bid prices do not include the amount of all taxes.
9. If Bidder refuses to accept arithmetic corrections.
10. If it is materially and substantially different from the Conditions / Specifications of the Bidding Documents.
11. Any conditional bid.

Arithmetical errors will be rectified on the following basis:-

If there is a discrepancy between the unit price and 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 there is a discrepancy between the words and figures, the amount in words shall prevail. If there is a discrepancy between the total Bid Price entered in the Form of Bid and the total shown in Schedule of Prices Summary, the amount stated in the Form of Bid will be corrected by the Employer/Consultant in accordance with the Corrected Schedule of Prices.

If the Bidder does not accept the corrected amount, his Bid will be rejected and his Bid Security be forfeited.

Prior to the detailed evaluation, the Consultant will determine the substantial responsiveness of each Bid according to the Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

A Material Deviation or Reservation is One:

1. Which affect in any substantial way the scope, quality or performance of the Works;
2. Which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or
3. Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

The Consultant determination of Bid responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.

A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

Any minor informality or non-conformity in a Bid which does not constitute a material/substance of bid document deviation may be waived by Employer, provided such waiver does not prejudice to affect the relative ranking of any Bid.

Detailed Evaluation of Bid

The consultant will evaluate and compare only the bids determined to be substantially responsive as per requirements given above:

Evaluation and Comparison of Bids procedure

Bids will be evaluated for each item for complete scope of work. The prices of imported items of HVAC system should be on C&F basis in Pak rupees only. The evaluation of the lowest bidder will be determined by adding the quoted price as mentioned in the summary of Price BOQ.

TERMS AND CONDITION:

1. Bid should remain valid for **90** days from the date of financial opening.
2. Price should be quoted in Figure and words failing which the offer will be rejected.
3. The supplier will be bound to train nominated technical personnel to operate / repair and maintain the supplied equipment.
4. Bidders should confirm the presence of trained service/installation Engineers/Technicians and provide the derail of their working experience.
5. The Summary of BOQ must be typed on **Separate letter head** duly signed and hand written bid will be rejected.
6. The tenders must be free from erasing, cutting and overwriting. In case of erasing, cutting and overwriting, authorized person should initial it.
7. The rates of each item should be typed in figures as well as in words. In case of discrepancy the price in words will be taken as authenticate and final.
8. Conditional tenders will be ignored and will not be considered / entertained / accepted.
9. Tender shall be accompanied by Earnest Money @2% of value quotes by them in from of call deposit in the name of Hospital Director, Ayub Teaching Hospital Abbottabad.
10. Following are the mandatory requirements which need to be submitted along with financial bids:-
 - Equipment Software selection sheets.
 - Eurovent or AHRI certificates for quoted equipment.
 - ISO 9001 & 14001 Certificates.
 - Company authorization letter from principal.
11. The envelops shall be marked as “**FINANCIAL PROPOSAL**” in bold and legible letters.

PURCHASER’S RIGHT TO VARY QUANTITIES AT TIME OF A WARD.

The purchaser reserves the right to increase. Decrease or delete the quantities of good etc at the time of award of contract and also reserve the right to enhance the quality goods and services originally specified in the schedule of requirements without any change in unit price of other terms and conditions of good at any time during contact period.

NOTIFICATION OF AWARD / ADVANCE CONTRACT:

1. Prior to the expiration of the period of the bid validity, the purchaser will notify the successful bidder in writing, delivery by hand or by register by cable to be confirmed that their bid has been accepted.
2. The notification of award will constitute the formation of the contract.

AWARD OF CONTRACT AND CONTRACT AGREEMENT.

Subject to the fulfillment of all codal formalities, the purchaser will award the contract to the successful bidder whose bid has been determinate to be qualified to perform the contract satisfactory.

UNDERTAKING:

1. That I/We agree whether our tender accepted for total partial or enhanced quantity for all or any single item. I/We also agreed to supply and accept the said item at the rates for the supply of contracted quantity within the stipulated period shown in the Contract.
2. I/we understand and confirm the refund of cost different if the same good is/was supplied at lower rates to any other government/ Semi Government Institution in the Province in same fiscal year.
3. I/We undertake that: I any of the information submitted in accordance to this tender enquiry found incorrect our contract may be cancelled at any stage on our cost and risk.

CERTIFICATE:

We guarantee to supply the sore exactly in accordance with the requirement specified in the Bill of quantities.

Signature of Tenderer: _____

Name & Designation: _____

Address: _____

BID FORM AND PRICE SCHEDULE

Dated: _____

Tender No: _____

To:
[Name of address of procuring agency]

Gentlemen and/or Ladies;

Having examined the Bidding Documents including addenda no: [insert numbers], the receipt of which is hereby duly acknowledge. We, the under signed, offer the supply and deliver [description of goods and service] in conformity with the said Bidding Documents for the sum of [total Bid Amount in words and figures], or such other sums as may be ascertained in accordance with the schedule of Price attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with deliver schedule specified in the schedule requirements.

If our bid is accepted, we will obtain a guarantee of a bank in the sum of equipment to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by for a period of [number] days from the date fixed for bid opening as per bid term and condition, and it shall remain binging upon us and may be accepted at any time before the expiration that period.

Until a formal contact is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute binding Contract between us.

Commissions of gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded to contract, are listed below;

Name of address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____

We understand that you are not bound to accept the lowest or any bid you may receive.
Dated this _____ day of, _____ 2020.

Signature: _____

In the capacity of: _____

Duly authorized to sign bid for and on behalf of: _____

BID SECURITY FORM

Whereas [name of Bidder] (hereinafter called the Bidder) has submitted its bid dated [date of submission of bid] for the supply of [name / or description of goods] (hereinafter called the bid.

KNOW ALL PEOPLE by these presents that we [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called the bank) are bound up tot [name of procuring agency] (hereinafter called “the Procuring Agency”) in the sum of for which payment well and truly to be made to said procuring agency, the bank binds itself, its successors and assigns by these presents. Sealed with common seal of the said bank this ____ day of ____,20 ____.

The conditions of this obligation are:-

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid for: Or
2. If the bidder, having been notified of the acceptance of its bid by the procuring agency during the period of bid validity:
3. Fails or refuses to excuse the contract form, if required; or
4. Fails or refuses to furnish the performance security, in the accordance with instruction to bidders.

We undertake to pay to the procuring agency up to the above amount upon receipt of its first written demand, without the procuring agency having to substantiate its demand, provided that in its demand the procuring agency will note that the amount claimed by it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 28 (twenty eight) days after the period of bid validity, and any demand in respect thereof should reach the bank later than the above date.

Signature of Bank

CONTRACT AGREEMENT

THIS AGREEMENT made at _____ day of 20____ between [name of procuring agency] of [country of procuring agency] (herein after referred to as the “Procuring Agency”) of the on Part; and [name of supplier] of [city and country of supplier] (herein after called the “Supplier”) of the other Part.

WHERE AS the Procuring Agency invite bids for certain goods and ancillary services, via [brief description of goods and service] and has accepted the bid by the Supplier for the supply of those goods and service in the sum of [contract price in words and figures] (herein after called the “the contract price”).

Now this contract Witness As Follows:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract herein after referred to:
2. The following documents shall be deemed to form and be read and construed as part of this agreement, via:-
 - a. The Bid form and price Schedule submitted by the Bidder;
 - b. The schedule of requirements;
 - c. The technical specifications;
 - d. The General conditions of Contract;
 - e. The Special conditions of Contract;
 - f. The Procuring Agency’s Notifications of Award;
3. In consideration of the payments to be made by the Procuring Agency to the Suppliers hereinafter mentioned, the supplier hereby covenants with Procuring Agency to provide Goods and Services and to remedy defects therein conformity in all respects the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the Goods and Services and remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this contract at the time manner prescribed by this Contract.

IN WITNESS where of the parties here to have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed, Delivered by _____ the _____
(For the Procuring Agency)

Signed, Sealed, Delivered by _____ the _____
(For the Supplier).

PERFORMANCE SECURITY FORM

To,

[Name of the Procuring Agency]

[Whereas name of Supplier] (Herein after called “the Supplier”) has undertaken in pursuance of Contract No. [Number] dated [date] to supply [description of goods] (herein after called “the contract”).

And whereas it has been stipulated by you in the said Contract that the supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Suppliers Performance obligations in accordance with the Contract.

And whereas we have agreed to give the supplier a Guarantee.

Therefore we hereby affirm that we are Guarantors and responsible to you on behalf of the supplier up to a total [amount of the Guarantee in words and figures] and we undertake to pay upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within limits of [Amount of Guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signature and Seal of the Guarantors / Bank: _____

Name of Bank or Financial Institution: _____

Address: _____

Date: _____

OFFICE OF THE HOSPITAL DIRECTOR
AYUB TEACHING HOSPITAL ABBOTTABAD



HEALTH DEPARTMENT
GOVERNMENT OF KHYBER PAKHTUNKHWA

PRICED BILL OF QUANTITIES

UP - GRADATION & RENOVATION (CIVIL, PUBLIC HEALTH,
ELECTRICAL & HVAC WORKS) OF CASUALTY OPERATION
THEATRE & SURGICAL BLOCK AT AYUB TEACHING HOSPITAL
ABBOTTABAD (KHYBER PAKHTUNKHWA)

Design and Supervision Consultant:

