

BIDDING DOCUMENTS

ACQUIRING A BUILDING ON RENTAL BASIS IN LAHORE
FOR OFFICE OF PUNJAB MEDICAL FACULTY



(Bid Reference No. _____)

Financial Year 2023-2024

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August 26, 2023

Punjab Medical Faculty
Specialized Healthcare & Medical Education Department
62-A/D New Muslim Town, Wahdat Road, Lahore
Tel: 042-99230506, 042-99231352

CORRIGENDUM FOR INVITATION TO BIDDERS
Acquiring a Building on Rental Basis

Reference advertisement for Acquiring a Building on Rental Basis for the office of Punjab Medical Faculty in the newspapers Daily Jang, Payam-e-Waqt and The Nation published vide IPL No. 6567:

- Sealed Bids are required to be brought in person by 12.09.2023 till 4:00 P.M.

Rest of the TORs and conditions will remain the same. (IPL-6828)

SECRETARY
PUNJAB MEDICAL FACULTY, LAHORE
62-A, Block-D, New Muslim Town, Wahdat Road, Lahore

Punjab Medical Faculty
Specialized Healthcare & Medical Education Department
62-A/D New Muslim Town, Wahdat Road, Lahore
Tel: 042-99230506, 042-99231352

INVITATION TO BIDDERS

Subject: ACQUIRING A BUILDING ON RENTAL BASIS FOR PUNJAB MEDICAL FACULTY (PMF)

The Punjab Medical Faculty (PMF), Lahore, an autonomous body working under the administrative control of Specialized Healthcare & Medical Education Department, Government of the Punjab, intends to acquire a building on rental basis in Lahore

- The bidding will be conducted through Single Stage - Two Envelopes bidding procedure as envisaged under Rule 38(2)(a) of Punjab Procurement, Rules, 2014 (as amended). All the prospective bidders shall be evaluated technically as per the evaluation criteria and terms & conditions of the bidding document. The contract with the successful bidder will be signed for a period of 1 year (extendable). **There will be no bid security.**
- A complete set of Bidding Document containing detailed terms & conditions and scope of services is readily available and can be downloaded from the websites (www.ppra.punjab.gov.pk) & (<https://pmflahore.com/>).
- Sealed Bids are required to be brought in person by **12.09.2022 till 4:00 PM** in the office of Secretary, Punjab Medical Faculty, 62-A, Block-D, New Muslim Town, Wahdat Road, Lahore. The bids received till the stipulated date and time shall be opened on the same day at 4:30 PM, in presence of the bidder(s) or their authorized representatives who choose to be present. Late bids shall not be entertained.
- In case of any official or local holiday, falling on the last date for submission of the bids, the next working day will automatically be the last date for submission and opening of the bids.
- The prospective bidders requiring any further information or clarification regarding the bidding documents may contact in writing or by visiting the office of undersigned:

IPL-6567
SECRETARY
PUNJAB MEDICAL FACULTY, LAHORE
62-A, Block-D, New Muslim Town, Wahdat Road, Lahore

INVITATION TO BIDDERS

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A. Instructions to Bidders (ITB)

General Instructions:

1. Content of Bidding Document

1.1 The services required, bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instructions to Bidders (ITB);
- (b) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements;
- (e) Specifications;
- (f) Contract Form;
- (g) Authorization Form;
- (h) Bid Form; and
- (i) Price Schedule

1.2 The “*Invitation for Bids*” is part of the Bidding Documents. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 1.1, said Bidding Documents shall take precedence.

1.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder’s risk and may result in the rejection of its bid.

2. Source of Funds

2.1 Punjab Medical Faculty, Specialized Healthcare & Medical Education Department Government of the Punjab, Lahore.

3. Eligible Bidders

3.1 A bidder shall be owner of premises or lawful Attorney of the Owner, either individual or private company with the formal intent (as evidence by a letter of intent) to enter into an agreement.

3.2 The bidder must be an active Tax Payer. National Tax Number (NTN) with documentary proof shall have to be provided by bidder(s).

3.3 A Bidder who is barred or disqualified/blacklisted either by any Government/ Department/ Agency/ Authority would not be eligible to submit the Bid. The Bidder will submit an affidavit to this effect.

3.4 The bidder shall provide all information required in the bidding documents (evaluation criteria & specifications etc.) and documents to substantiate its claim for eligibility.

4. Eligible Rental Building

4.1 The building to be provided under the contract shall be as per specification, schedule of requirements and free from any defect, conflict & dispute etc.

5. Cost of Bidding

5.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to **any request for clarification of the bidding documents, which it receives no later than seven (07) days** prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective Bidders that have received the bidding documents shall be notified of the amendment in writing and shall be binding on them.

7.3 The Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.

8. Qualification and Disqualification of Bidders

8.1 The Procuring Agency shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Clause 28.2.

8.2 The determination shall consider the Bidder's financial and technical capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 28.2, as well as such other information/ premises visit as the Procuring Agency deems necessary and appropriate.

8.3 An affirmative determination shall be a pre-requisite for the award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

8.4 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide other relevant information concerning this contract.

8.5 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Supplier was false and materially inaccurate or incomplete.

8.6 Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices shall be debarred or blacklisted as provided in Punjab Procurement Rules, 2014.

9. Corrupt or Fraudulent Practices and Mechanism to Debar/Blacklist the Defaulted Bidder.

9.1 The Procuring Agency requires that all Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. The Procuring Agency defines Corrupt and Fraudulent Practices as *"the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices 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 and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following practices:*

(i) **coercive practice** by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) **collusive practice** by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, non-competitive levels for any wrongful gain;

(iii) **corrupt practice** by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) **fraudulent practice** by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) **obstructive practice** by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

9.2 Indulgence in corruption and fraudulent practices are liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period.

9.3 The following are the events which would lead to initiate under the PPRA Rules 2014 Blacklisting / Debarment process;

- i. Not attaining the required quality of work.
- ii. Inordinate tardiness in the accomplishment of assigned/agreed responsibilities / contractual obligations resulting in loss to procuring agency / Government.
- iii. Non-execution of work as per the terms & conditions of the contract.
- iv. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- v. Involvement in any sort of tender fixing.
- vi. Persistent and intentional violation of important conditions of contract
- vii. Non-adherence to quality specification despite being importunately pointed out.
- viii. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

PROCEDURE: The procedure mentioned in Punjab Procurement Rules 2014 will be followed.

Preparation of Bids

10. Language of Bid

10.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

11. Documents Comprising the Bid

11.1 The bid prepared by the Bidder shall comprise the following components:

- (a) A Bid Form and Price Schedule completed in accordance with ITB Clauses 12 and 13 (to be submitted along with financial proposal);
- (b) Documentary evidence established in accordance with ITB Clause 15 that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;

- (c) Documentary evidence established in accordance with ITB Clause 15 that the goods to be supplied by the Bidder are eligible goods and conform to the bidding documents.

12. Bid Form and Price Schedule

12.1 The Bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents, indicating the building to be provided, a brief description of the building, specification, taxes (if applicable), price.

13. Bid Prices

13.1 The Bidder shall indicate on the Price Schedule the monthly rent of building; it proposes to supply under the Contract.

13.2 Form for Price Schedule is to be filled in very carefully and should be typed. Any alteration/ correction must be initialled. Every page is to be signed and stamped at the bottom. The serial number/ bid number of the quoted item may be marked or highlighted with a red/yellow marker.

13.4 The Bidder is required to offer a competitive price. All prices must include relevant taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the taxes shall be passed on to the Procuring Agency.

13.5 While tendering your quotation, the present trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for an increase in price due to market fluctuation in the cost shall be entertained after the bid has been submitted except annual increment duly agreed at the time of bidding.

14. Bid Currencies

14.1 The bidder shall quote the **Competitive Price in Pak Rupees Inclusive of all applicable Taxes.**

15. Documents Establishing Bidder's Eligibility and Qualification

15.1 The Bidder shall furnish, as part of its technical bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

15.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under ITB Clause 3.

15.3 The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation shall include:

- (a) The Owner of the building shall have to produce the requisite **legal documents proving its authorization to rent the building**
- (b) **National Tax Number (NTN)** with documentary proof shall have to be provided by the bidder(s).
- (c) The proposed premises is not disputed; Bidder is required to provide undertaking in this regard.

The Bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that he/she has not been blacklisted in the past on any ground by any Government (Federal/Provincial), a local body or a public sector organization. Further there is no court case proceeded/submitted in Pakistan or anywhere against the premises for which the bid is submitted. On account of submission of false statement, the Bidder shall be disqualified forthwith and subsequently blacklisted.

16. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

16.1 Pursuant to ITB Clause 11, the Bidder shall furnish along with the technical proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

16.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods offered.

16.3 The Procuring Agency shall visit the proposed building for inspection & evaluation. The bidder shall be required to make necessary arrangement for inspection.

16.4 Alternative bid is not allowed. Also a bidder cannot submit two bids. If the bidder quotes an alternative bid or submits two bids, then the bidder will be considered as non-responsive.

17. Bid Security

17.1 There is no bid security

18. Bid Validity

18.1 Bids shall remain valid for a period of **30 days** after the opening of the Technical Bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

18.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity. Such extension shall not be for more than the period equal to the period of the original bid validity.

18.3 Bidders who,

- (a) agree to the Procuring Agency's request for extension of the Bid validity period shall not be permitted to change the substance of their bids; and
- (b) do not agree to an extension of the Bid validity period shall be allowed to withdraw their bids, if any.

Submission of Bids

19. Format and Signing of Bid

19.1 The bid shall be typed and shall be signed by the Bidder, or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid.

19.2 Any interlineations, erasures, or overwriting shall be valid only if they are initiated by the person or persons signing the bid.

19.3 All bidding documents to be duly attested (signed and stamped) by the authorized person of the bidder or Lead Bidder.

20. Sealing and Marking of Bids

20.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope. It should contain the package name and its number.

20.2 The inner and outer envelopes shall:

- a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
- b) bear the Institution name and number indicated in the Invitation for Bids and shall be inscribed by the following sentence: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Invitation for Bids.

20.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as non-responsive or late.

20.4 If the outer, as well as the inner envelope, is not sealed and marked properly, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

21. Deadline for Submission of Bids

21.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address specified in invitation to bid not later than the time and date specified in the Invitation for Bids.

21.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22. Late Bid

22.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 21 shall be rejected and returned unopened to the Bidder.

23. Withdrawal of Bids

23.1 The Bidder may withdraw its bid prior to the deadline specified in the invitation to bid.

23.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in ITB Clause 18.2. Withdrawal of a bid during this interval will make the bidder eligible to be debarred for further procurements for a period as deemed necessary by the Procuring Agency.

The Bidding Procedure

24. Single-stage – two envelopes bidding procedure

24.1 Single stage – two envelopes bidding procedure shall be applied:

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) the envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (iii) initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (iv) The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened. The bidder may submit the Financial Proposal individually for each item in a separate envelope marked with the name of the item;
- (v) the Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which does not conform to the specified requirements;
- (vi) during the technical evaluation, no amendments in the technical proposal shall be permitted;
- (vii) the financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;
- (viii) After the evaluation and approval of the technical proposal, the Procuring Agency shall at a time within the Bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective Bidders.

Opening and Evaluation of Bids

25. Opening of Bids by the Procuring Agency

25.1 The Procuring Agency shall initially open only the envelopes marked “TECHNICAL PROPOSAL” in the presence of Bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The Bidders’ representatives who are present shall sign the Attendance Sheet as evidence of their attendance. However, the

envelope marked as "FINANCIAL PROPOSAL shall remain unopened and be retained in the safe custody of the Procuring Agency till completion of the evaluation process.

25.2 The Bidders' names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of the technical proposal. No bid shall be rejected at technical bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 21. However, at the opening financial proposals (the date, time and venue would be announced later), the bid prices, discounts (if any), and the presence or absence of requisite bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

25.3 The Procuring Agency shall prepare minutes of both the technical proposal as well as the financial proposal bid opening.

26. Clarification of Bids

26.1 During the evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices.

27. Evaluation and Comparison of Bids

27.1 The Procuring Agency shall evaluate and compare the bids based on Single items / Complete package (As demanded in the advertised tender), which have been determined to be substantially responsive, pursuant to ITB Clause 25.

27.2 The Procuring Agency's evaluation of technical proposal/bid shall be based on previous performances.

27.3 All bids shall be evaluated in accordance with the evaluation criteria (ITB Clause 28) and other terms and conditions set forth in these bidding documents.

27.4 For the purpose of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees in pursuant to ITB Clause 13. The rate of exchange shall be the selling rate, prevailing on the date of opening of Financial Bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

27.5 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for the invitation of bids.

27.6 The bidder shall quote the **Competitive Price in Pak Rupees Inclusive of all Taxes.**

28. Evaluation Criteria:

28.1 For the purposes of determining the lowest evaluated bid, factors other than prices such as previous record and such other details as the Procuring Agency at its discretion, may consider appropriate shall be taken into consideration and these should be available with the bidder. The following evaluation factors/criteria will be employed on **technical proposals.**

28.2 Technical Evaluation Criteria

For evaluation of bids, **KNOCKDOWN CRITERIA** will be applied. The bids conforming to the specifications and pre-requisite conditions indicated in specifications and evaluation criteria will be considered for further evaluation.

ELIGIBILITY CRITERIA

29. Contacting the Procuring Agency

29.1 No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.

29.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will result in the rejection of the Bidder's bid and subsequent blacklisting. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

30. Rejection of Bids

30.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids but is not required to justify those grounds.

30.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 29.1 towards Bidders who have submitted bids.

30.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

30.4 The items contained in the tender should be bid in total and technical rejection of any item not complying with the specifications may lead to the rejection of complete Tender.

31. Announcement of Evaluation Report

31.1 The Procuring Agency shall announce the results of the bid evaluation of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of Procurement Contract.

Award of Contract

32. Acceptance of Bid and Award criteria

32.1 The Bidder with a technically evaluated lowest financial bid, if not in conflict with any other law, rules & regulations, the policy of the Government or having less Bid Security shall be awarded the contract, within the original or extended period of bid validity for complete Tender.

33 Limitations on Negotiations

33.1 Save as otherwise provided there shall be no negotiations with the bidder having submitted the lowest evaluated bid or with any other bidder: provided that the extent of the negotiation permissible shall be subject to the regulations issued by the PPRA 2014 and its subsequent amendments; if any.

34. Notification of Award

34.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing by registered letter that its bid has been accepted.

34.2 The notification of Award shall constitute the formation of the Contract.

35. Signing of Contract

35.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency shall send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.

35.2 Within one week of receipt of the Contract Form, both the successful Bidder and the Procuring Agency shall sign and date the Contract for the execution of the contract by the Contractor. If the successful Bidder, after completion of all codal formalities shows the inability to sign the Contract then the bidder shall be blacklisted minimum for three years for future

participation. In such a situation the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

36. Schedule of Requirements

36.1 Provision of fully renovated space for office establishment of Punjab Medical Faculty, Lahore. The contract will be effective on the date of handing over the fully renovated building or date of signing of contract, whichever is later.

36.2 The building owner shall be liable to provide ready to occupy office space in which no civil work is required.

36.3 Building owner shall allow partitioning and prefabrication of the inter of the office space.

36.4 The building shall be rented for a period of 1 year (extendable for same period with mutual consent of both the parties).

36.5 The building owner shall coordinate in getting tenant registration or any other formalities for relevant entities.

36.6 All rates, taxes, and assessments whatsoever payable, or hereinafter become payable, weather Federal, Provincial, or Local, in respect of building shall be the responsibility of Lessor.

36.7 Building owner shall make minor modification in the building proposed by the procuring agency before finalization of contract.

37. Redressal of grievances by the Procuring Agency

37.1 The Procuring Agency shall constitute a committee comprising of an odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

37.2 Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.

37.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

37.4 Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

37.5 Any bidder not satisfied with the decision of the committee of the Procuring Agency may lodge an appeal in the relevant court of jurisdiction.

FORMS

Undertaking for Blacklisting

UNDERTAKING

I/we, the undersigned solemnly conform and declare that we, M/s _____, is not blacklisted/de-registered/debarred by any Federal or Provincial Government Department/ Organizations/ Autonomous Bodies/ Institutions/ and any other public sector body anywhere in Pakistan.

Furthermore, M/s _____ is not in litigation with any of its customer public sector departments/organizations/autonomous bodies/ institutions and any other public sector local bodies anywhere in Pakistan.

**AUTHORIZED REPRESENTATIVE
NAME OF THE COMPANY/OWNER**

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

Conflict of Interest Undertaking

To,

The Secretary
Punjab Medical Faculty
Specialized Healthcare & Medical Education Department
Government of the Punjab
62-A, Block-D, New Muslim Town, Wahdat Road, Lahore.

SUBJECT: CONFLICT OF INTEREST

Reference to the contract/purchase order/supply order no. _____
titled _____ Dated _____, which we have entered into/received from the Punjab
Medical Faculty, Specialized Healthcare & Medical Education Department.

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

We also confirm that we shall not enter any of above-mentioned contract transaction or relationship in future unless we obtain written permission from Punjab Medical Faculty, Specialized Healthcare & Medical Education Department.

**AUTHORIZED REPRESENTATIVE
NAME OF THE COMPANY/OWNER**

Note: This must be printed on Company Letter Head

(LEASE AGREEMENT)

This Lease Agreement is made at Lahore on this (date)

BY AND BETWEEN

Lessor Name, Address_____, herein after referred to as the **LESSOR**, includes his legal heirs, successors in interest, assignees, transferees and administrators of the **FIRST PART**.

AND

Punjab Medical Faculty (PMF)_____, herein after referred to as the **LESSEE**, includes its legal representative, nominees, successors in interest, assignees, transferees and administrators of the **SECOND PART**.

WHEREAS the lessor is owner in possession to the exclusion of others of the building namely **(Name)** constructed on **(Address)**.

The Lessor has offered the Lessee for leasing on monthly rent the building having an area of **(Area) sq.ft.**(hereinafter referred to as the **Rented Premises**) on the following Terms and Conditions.

1. PERIOD OF TENANCY

In consideration of the Rent herein reserved and the lessee's covenants herein contained, the lessor has agreed to lease to the lessee the rented premises with all the rights, amenities and easements appurtenant thereto for a period of one year from the date of execution of this Lease Agreement or handing over the physical possession of the Rented Premises whichever is later, herein called as **Term**.

2. RATE OF RENT

- a) The Monthly Rent payable by the Lessee to the Lessor in respect of the Rented Premises shall be Rs.("**Rent**) **per month**. effective from the date of execution of this Agreement or handing over the physical possession of Rented Premises to Lessee whichever is later, in pursuant to this Lease Agreement.
- b) That the Lessee has agreed to pay to the Lessor an amount mentioned as Security Deposit in Bid/ Financial Proposal to the tune of (Rs.____) as Refundable Security. The Security shall be refunded by the Lessor after adjustment of arrears of rent to the Lessee at the conclusion or termination of Agreement as provided herein.
- c) That the Lessor shall not vacate the premises affecting the Lease Agreement before the Term i.e. One (01) Year; and if the Lessee wants to vacate the Rented Premises, the

Lessee shall give one (1) Month prior Notice of its intention to terminate this Lease Agreement.

- d) That the advance rent (**Three Month Rent Amount**) from the commencement of the Lease or at the date of signing of this Agreement, whichever is earlier, and the Rent will be paid on monthly basis.

3. RATE OF ENHANCEMENT

That going forward there will be an increase in the rent at the rate of 8% per annum (if the agreement is extended). The lessee shall pay the monthly rent with enhancement at the rate of 8% from the day of taking possession after which the next enhancement shall be made from the month of (Date).

4. MODE OF PAYMENT

- a) The Lessee shall pay the Rent on monthly basis through Cross Cheque on or before 13th of every month in the name of (Lessor). Monthly Rent shall be paid after deduction of applicable taxes and levies as may be applicable under the Laws of Pakistan.
- b) The Lessor shall pay such direct or indirect taxes, duties, fees and other impositions levied under the Applicable Laws of Pakistan.
- c) A certificate of deduction of income tax shall be provided by the Lessee upon request of the Lessors.

5. ELEVATOR, ELECTRIC GENERATOR PROVISION

- a) That the Lessor agrees to install, operate and maintain dedicated Generator for the Rented Premises (if specifically demanded by the procuring agency in scope of services)
- b) The Generator Operator shall be obligated to maintain record of usage, maintenance, operational hours, etc. of the Generator through a Log Book. However, subject to actual consumption and maintenance, fuel charges, oil changing and filters of dedicated Generator, the charges for the same will be borne by Lessee.

6. CAR PARKING

A dedicated parking space for cars and motorcycles for the office staff and visitors shall be available at all the times.

7. THE LESSEE COVENANTS WITH LESSORS AS UNDER

- a) To be liable for payment of electric, gas, water, sewerage, telephone and any other charges, as per monthly bills/consumption, without any delay or default.
- b) That rented premises has been air conditioned with (units of air conditioning if already installed) unit of air conditioners installed by the lessor and (quantity of glass partitioning if any) partition of glass which shall be responsibility of lessee to keep in rented premises in good condition. To keep maintained in good condition all of the equipment and superstructures, installed by the Lessor at the time of handing over the physical possession of the Rented Premises.
- c) To permit the Lessor or his authorized agent to enter the Rented Premises at all reasonable hours of the day to inspect the same and to allow reasonable structural repairs to be undertaken by the Lessor at the convenience of the Lessee, provided that the Lessor shall give the Lessee at least 24 hour notice of their intention to make such inspections and repairs.
- d) Not to use the Rented Premises for any other purpose except for running / managing its business and activities related thereto.
- e) Upon expiry / termination of this Lease Agreement, to remove at its option any of the temporary fixtures installed in the Rented Premises during the course of this Agreement and to hand over vacant possession of the Rented Premises in a tenable condition to the Lessor, normal wear and tear excepted.
- f) To keep and maintain the Rented Premises in a neat and tidy condition and to use the same in a manner that does not cause interference or obstruction to the use of other premises in and around the building.
- g) The Lessee and the Lessor agree to execute and register the Lease Agreement on the terms and conditions provided herein in accordance with Rent Laws. All costs charges and expenses in connection with the registration of Lease Agreement including payment of stamp duty shall be borne by the Lessor in accordance with Rent Laws.
- h) The lessee will take all possible measures to save the building from fire. The Fire Extinguishers and Hydrants would be installed by the Lessor and so shall be maintained by the Lessee with training by the concerned staff.

- i) The Security would be sole responsibility of lessee who will appoint its own security staff for rented premises. The Lessor will not be responsible for any kind of theft from the rented premises including parking space.
- j) The replacement of all fixtures such as sanitary, electric and other fittings would be responsibility of the lessee.

8. THE LESSOR COVENANTS WITH THE LESSEE AS UNDER

- a) Lessor shall be fully responsible for all structural faults in the building and/or the Rented Premises and shall pay for all repairs on account of such structural faults and shall carry out all structural and major repairs to the Rented Premises as may be required from time to time. Provided, however, that any structural fault resulting from any inappropriate action of the Lessee shall be repaired and put right by the Lessee.
- b) That the Lessor shall get the paint work done after every two years of tenancy and if the same is not done within the time specified, the Lessee shall be entitled to do the same job at the expenses of Lessor after giving seven (07) days notice in writing.
- c) Lessor shall authorize the Lessee to undertake any alteration in the Rented Premises in order to comply with the international health and safety standards for the safety of its staff and customers.
- d) Subject to the Lessee performing its obligations hereunder, to ensure that the Lessee shall peacefully enjoy use of the Premises for commercial purposes without any hindrance or interference from the Lessor and/or any person and/or Authority and Government.
- e) Any sale / transfer and / or assignment of the said Premises or a portion thereof by the Lessor to any person in any manner, whatsoever, shall not in any way affect or prejudice the rights of the Lessee as contained in this Lease Agreement.
- f) Every purchaser / transferee / assignee shall be bound by the said Lease Deed and all the terms and conditions and covenants herein contained. The Lessors shall further be bound to disclose the Terms and Conditions of this Lease Agreement and covenants herein provided to purchaser / transferee / assignee.
- g) That the Lessor has a legal and valid title of the Rented Premises and have the right to lease the Rented Premises which is free from all encumbrances and charges/liens and shall submit copies of all property documents along with any necessary approvals and sanctions of the concerned authority in respect of the Rented Premises prior to execution of this Lease Deed or at any time as and when required by the Lessee.
- h) Disputes of any kind between the Lessor and any third party shall not affect the rights of the Lessee under this Lease Agreement or any renewals thereof.
- i) The Lessor shall provide all approvals and necessary assistance to the Lessee for obtaining of any utilities at the Rented Premises as and when required by the Lessee.

- j) The Lessor has paid all the utility bills and taxes related to the Rented Premises (as brought to the knowledge of the Lessee) as provided in the Schedule II of this Lease Agreement at the time of handing over the Rented Premises to the Lessee.
- k) The Lessee shall be entitled to erect and /or install the neon sign and/or other publicity boards / skins / hoarding and / or advertising boards in front of the Rented Premises subject to provision of appropriate space.
- l) Lessor confirms and acknowledges to the Lessee that said plot and the Rented

9. THE LESSOR WARRANTIES

- a) There are no restrictions or impediments in the Lessor's rights to lease the Rented Premises to the Lessee and / or as provided anywhere under this Lease Agreement and that all necessary lawful authority / approvals / permissions / consents / permits of the relevant Government Department / Municipal Authority / Development Authority been obtained and fulfilled by the Lessor in respect of leasing/renting out the Rented Premises to the Lessee for the use of the Rented Premises for commercial purposes and all such conditions imposed by any of the above for the commercialization and use of the Rented Premises have been duly fulfilled.
- b) The Lessor warrants that Rented Premises, at the time of handing over, is structurally sound in every respect and may be used for the purpose for which it is leased out and the Lessor undertakes that the structure has been erected in accordance with the necessary approvals / permissions / consents / plans / permits of the relevant Local Government / Lahore Development Authority thereby allowing for lawful utilization of the same for purposes mentioned.
- c) The Lessor shall, when called upon by the Lessee, acquire any necessary approvals/plans/permissions/permits from the relevant Local Government/ Gulberg Town / Lahore Development Authority for making any additions to the structure of the Rented Premises as and when required by the Lessee provided that the cost of such approvals / permissions shall be borne by the Lessee.
- d) If during the period of this lease agreement, the Rented Premises are destroyed and / or damaged due to any structural defects and / or damaged by an earthquake, civil commotion, riots, war, political disturbances, fire, storm or any other cause beyond the control of Lessee which may impede use of the Rented Premises by the Lessee, the Lessee at its sole discretion shall have the right to terminate this Lease Agreement with one month prior notice. Upon such termination of the lease, no further rent shall be due and payable by the Lessee and if any advance rent paid by the Lessee in respect of the remaining period of this Lease Deed or any renewals thereof and / or under any other agreement(s) between the Lessee and the

Lessor with respect to the Premises shall be refunded forthwith by the Lessors within 30 days of such termination.

- e) The Lessee shall on the termination of the lease deliver possession of the Rented Premises to the Lessor. However, if the Lessee is unable to carry on running the business at the Premises due to any Federal/Provincial/Municipal/Cantonment Board/Local Bodies, Institutions, authorities, Regulations or Court order, the Rented Premises will be vacated accordingly and the Lessor will refund the balance amount of rentals from the advance paid to Lessee within 30 days of such termination.
- f) At the completion of term of this Lease Agreement and upon receipt of 30 days advance written Notice from the Lessee of its intentions to renew the Lease Agreement, the lease may be further extended by mutual consent of both the parties on the terms and conditions mutually agreed at the time of the expiry of this Lease Agreement.

10. INDEMINITY AND UNDERTAKINGS

- a) The Lessor hereby indemnify the Lessee and agrees to keep the Lessee safe, secured and harmless against all costs, charges, liabilities, expenses, litigations/legal actions, losses, claims and detriments (including but not limited to as hereinabove defined) that may be suffered by or made against or incurred by the Lessee owing to any breach of the conditions of this Lease Agreement or as a result of any act or omission on part of the Lessor which directly, or indirectly shall prejudice the rights, privileges and benefits of the Lessee.
- b) The Lessor agrees/undertakes to indemnify the Lessee against any claims, liabilities dues or charges accrued or accruing and claimed by any person / party or authority in respect of the Rented Premises.

11. MISCELLANEOUS

- a) The Lessee may terminate this Lease Agreement at any time by giving the other Part a One (01) Month prior Notice in writing at the address specified under this Agreement / Deed. On the happening of such an event, Lessor undertakes to return all unutilized amount of rent received in advance from Lessee hereunder upon taking over physical possession of the Rented Premises on the date of termination mentioned in the notice.
- b) In the event the Lessee commits default in the payment of rent for more than Seven (7) days when it becomes due on the date as prescribed in the Lease Agreement, the Lessor shall give the other part a Notice for the reimbursement of the outstanding rent. However, if the Lessee does not make the rental payment within the notice period, the Lessor shall have the right to terminate this Lease Agreement by giving the other part a Two (02) Months prior Notice in writing at the address specified under this Agreement.

- c) In case the Lessee reduce its operations and/or the premises become surplus, the Lessee shall communicate his intention of vacation of premises to the Lessor and both the parties shall mutually decide the mode of vacation of the premises, which in any case shall not exceed Three (03) Months. The Lessor undertakes to return all proportionately unutilized amount of Rent received in Advance from Lessee hereunder within 30 days of the said date of vacation.
- d) Upon expiry of this Lease Deed or upon its earlier termination, the parties at the time of handing over possession will carry out a joint survey of the Rented Premises to confirm that the Rented Premises is being handed over in good condition, normal wear and tear excepted. In case any major damage is identified by the parties during the joint inspection, the Lessee will have the damage repaired at its own cost.
- e) The Lessor and the Lessee agree to strictly abide by the terms and conditions as laid down in this Lease Agreement. In case of any breach of any of the conditions and covenants to be observed and performed by the Lessor, the Lessee may terminate this Lease Agreement immediately after giving a written Notice to this effect provided that a time of 30 working days is given to the Lessor to rectify the breach. Any unutilized payment made by the Lessee to the Lessors under this Lease Agreement or any renewals thereof and/or on account of any other agreement with respect to the Rented Premises shall be returned to the Lessee within 60 days of such termination.
- f) This Agreement has been drawn up in duplicate, one original to be retained by the Lessee and other to be retained by the Lessor.
- g) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the bidding document.
- h) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the bidding document.

12. ASSIGNMENTS

- a) Save as herein expressly provided, the rights and obligations of Lessor and Lessee under this Lease Agreement may not be assigned or transferred by either Party without the prior approval in writing of the other Party; which approval shall not be withheld unreasonably.

13. APPLICABLE LAW AND JURISDICTION

- a) This Lease Agreement and any matters relating to this Agreement shall be governed by and construed in accordance with the Laws of Pakistan.

b) The Parties submit and agree to the exclusive jurisdiction of the Honorable Courts at Lahore, Pakistan.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS LEASE AGREEMENT ON THE (DATE)

LESSOR

LESSEE

WITNESSES:-

For Lessor:

For Lessee:

Bid Form

Date:
Tender No:
Name of the Item:

To: *[Name and address of Procuring Agency]*

Respected Sir

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the to provide building on rent as specified in and in conformity with the said Bidding Documents for the sum of *[Total Bid Amount]*, *[Bid Amount in words]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the services in accordance with the Schedule of Requirements.

We agree to abide by this bid for a period of *[number]* days from the date fixed for bids opening under ITB Clause 18 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per the bidding Documents

Name and address of bidder
Amount and Currency
(If none, state "none")."

Dated this day of , 2023

Signature
(In the capacity of)

Duly authorized to sign bid for and on behalf of

Attachment

Price Schedule/Financial Proposal

Name of Bidder _____

Tender No. _____

a) RENT PROPOSAL

Sr. No	Detail of Building including Area	Building Covered Area	Rent Per Month (Inclusive of all applicable taxes)

Note:

- i. Owner will be liable to pay all municipal, government, non-government and other rates, taxes, etc. which may be levied by any Department, Authority, etc. in respect of the Rented Premises
- ii. The Financial Proposal shall be prepared using the standard format provided herein) on a Stamp Paper of valuing Rs.100/-, duly signed by the bidder or lawful Attorney.

b) OTHER AMOUNTS

Rent in advance (for three months) _____ (in words)

Sign and Stamp of Bidder _____

Note: The lowest evaluated bidder will be determined on basis of Rent/Month.

