



**HVAC WORKS AT GAMBAT INSTITUTE OF MEDICAL SCIENCES
ACADEMIC BLOCK**

TENDER DOCUMENTS

VOLUME-II

GENERAL CONDITIONS OF CONTRACT

Table of Contents

1	Scope of Work	3
2	Bids Submission Requirements	3
3	Selection Procedure & Terms of Payment.....	4
4	Liquidated Damages	6
5	General Terms and Conditions	6

1 Scope of Work

- 1.1 The Selected Bidder will be responsible for the supply, installation, testing and Commissioning of Photovoltaic VRF All DC Inverter system based Air Conditioning system along with auxiliaries and components at Laboratory Building, Gambat Institute of Medical Sciences, Gambat.
- 1.2 Selected Bidder must ensure that the supplied equipment is fully operational, new and perform properly and meet RFP's Technical requirement.
- 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 the contract. The time period for completion of this project is 9 months.

2 Bids Submission Requirements

The objective of bid submission requirement is to provide bidders with the information to submit their bid in response of this RFP according to the specifications defined in this RFP and in order/sequence as set forth in this document. Bidders must follow below requirements while preparing their proposals/bids proposal and submission.

The bidder is required to submit TWO proposals:

1. Technical Proposal,
2. Financial Proposal

For this tender, there will 'Single stage - Two Envelope Procedure' for bidding.

- 2.1 The bidder is required to submit Bid in Two Envelopes. Envelope should also be labeled with the name, address and contact number of the bidding company.
- 2.2 Bidders shall submit the Bid along with brochures/data sheets explaining the items quoted.
- 2.3 The bidder must provide Project Execution Plan, Design Proposal with layouts, diagrams, etc. along with Technical Proposal.
- 2.4 Bidders are required to fill and sign all pages of "Bill of Costs" 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.)
- 2.6 The Bid Security equal to 3% of the Total Bid Value, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR in favor of Gambat Institute of Medical Sciences, Gambat must accompany the bid as 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 in his proposal.
- 2.8 The bidder must submit letter verifying that the quoted solution complies with provided sizing information and will meet the required performance parameter.

3 Selection Procedure

- 3.1 A twostep process will be used for the selection of a bidder for the award of this tender
- 3.2 GIMS intent in issuing this Tender Document is to award a contract to the lowest and best responsive bidder who meets specifications as laid out in technical specification and who fulfill all Mandatory Requirements mentioned in General Terms and Conditions. If any of the requirements or equipment specifications is not met by the bidder, the bid will be considered as non-responsive, and the bid of the next bidder will be considered.

3.3 After the approval of contract award, a contract agreement on the stamp paper worth Rs. 100/- shall be executed by the GIMS with selected bidder within 15 days from the date of issuance of Letter of Intent on standard terms and conditions.

3.4 For ordering purpose the price evaluation will be done against items.

3.5 Terms of Payment

- a) Twenty percent (20%) payment shall be made in advance against Bank Guarantee issued by scheduled bank of Pakistan or Insurance Guarantee issued by AAA rated Insurance Company to the Contractor.
- b) Thirty percent (30%) payment shall be made against B/L (Bill of Laden) of the equipment at the port of shipping of the country of origin.
- c) Twenty percent (20%) payment shall be paid after successful delivery of equipment at GIMS, Gambat.
- d) Twenty percent (20%) shall be paid after successful installation of equipment on site.
- e) Ten percent (10%) payment shall be payable to the Contractor after issuance of certificate for successful installation, proper integration, testing & commissioning of all equipment as per requirement at GIMS, Gambat.
- f) The successful bidder must provide O & M and comprehensive part warranty services till One (01) Years.
- g) The successful bidder has to furnish the Performance Guarantee in the shape of Bank Guarantee from a scheduled bank of Pakistan equivalent to 10 % of the total contract. The said Guarantee will be released after the successful testing and commissioning of HVAC system at Trauma center ., GIMS, Gambat
- h) Invoices will be cleared as soon as possible not exceeding 20 days upon receiving the invoice.
- i) All payments shall be made through cross cheque in the Pakistan Rupees (PKR).
- j) Taxes will be deducted at source as per government rules at the time of payment.
- k) The Bid Security (3%) of the successful bidder will be returned after the signing of the contract and delivery of equipment.
- l) The bidder is responsible to deliver equipment at the sites at his own risk and cost.

4 Liquidated Damages

In case of delay, the Project Director, GIMS, Gambat reserves the right to impose a penalty not exceeding 10% of the total amount of the contract at the rate of 1% of the total contract value for each week of delay.

5 General Terms and Conditions

Following general terms & conditions apply to this RFP

- 5.1 Validity period of the bids regarding the award of contract shall be 2 months (60 days).
- 5.2 The decisions of Project Director, GIMS, Gambat will be binding on all concerned and will in no case be challengeable at any forum or any court of law.
- 5.3 Bids are liable to be rejected if; they are not conforming the terms, conditions and specifications stipulated in this RFP.
- 5.4 During the examination, evaluation and comparison of the bids, the Principal, GIMS, Gambat at its sole discretion may ask the bidder for clarifications of its bid.
- 5.5 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.
- 5.6 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.
- 5.7 The amount submitted as Earnest Money (3%) shall be refunded to the unsuccessful bidders after the decision of "Tender Committee" for the award of said tender.
- 5.8 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.

- 5.9 Incomplete and conditional BIDs will not be entertained.
- 5.10 In case of any dispute between the two parties of any matter arising out of after signing the contract agreement, the case shall be referred to Project Director, GIMS, Gambat whose decision shall be final and binding on both parties.
- 5.11 Bids submitted via email or fax will not be entertained.
- 5.12 Bidders indemnify GIMS, Gambat 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.
- 5.13 GIMS, Gambat reserves the right to accept/reject wholly or partially any tender at any stage of the tender process.