



**Medical Teaching Institution
Mardan Medical Complex Mardan**
Tel: 0937-9230431 & 9230612 Fax: 0937-9230397



Tender No. 01/Goods/Gen/July, 2021

BID SOLICITATION DOCUMENTS

“Information Technology and Machinery Equipment”

Note: The prospective bidder is expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

INTRODUCTION:

Medical Teaching Institution (MTI) / Mardan Medical Complex (MMC) located at Nowshera Road, near Sheikh Maltoon Town, **Mardan, Khyber Pakhtunkhwa** was established under Khyber Pakhtunkhwa Medical Teaching Institutions Reforms Act, 2015 to improve performance, enhance effectiveness, efficiency and responsiveness for the provision of quality healthcare services to the people of the Khyber Pakhtunkhwa.

The Institution invites **(Package wise mentioned below)** sealed bids from the eligible bidders (Manufacturers/ Importers and Authorized Dealers) for the procurement of Information Technology and Machinery Equipment, through Open Competitive Bidding under rule 6(2) (b) **“Single Stage Two Envelope”** procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

A) INSTRUCTIONS TO BIDDERS

1. This Bidding procedure will be conducted in light of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Laws, Rules made there under along with Standard Bidding Documents.
2. Both Technical Bids and Financial Bids must be submitted in two separate sealed inner envelopes marked "1-Technical Bids" and "2-Financial Bids" which should be packed in one outer envelope.
3. **The technical bids will be opened on 15.07.2021 (Thursday) at 11:30 AM in presence of the bidders/representatives who choose to attend** while the financial bids will be opened later on after the evaluation of technical bids. Financial bids of only technically qualified responsive bidders will be opened while the financial bids of technically unqualified bidders will be returned unopened.
4. **An affidavit is mandatory, without indicating the figure in the Technical Bid that bid security is placed in the financial bid.**
5. **The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.**
6. **Pre-bid meeting with the interested bidders will be held on 08.07.2021 (Thursday), at 10:00 hrs. in Conference Room of the Administration Block of the Institution.**
7. **Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.**
8. All the bidders are required to provide annexure wise complete requisite documents with page marking for their Technical Evaluation / Qualification as prescribed under the rules.
9. The bid should be complete in all respect and must be signed by the bidder.
10. All prices quoted must be in Pak Rupees (PKR) and should include all applicable taxes. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes.
11. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
12. For any query, clarification regarding Services / Bid Solicitation Documents, the applicants may send a written request at least one day prior to the opening date.
13. The Bidder may after its submission withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.
14. The bidder must attach the original receipt along with the bidding document submitted to this institution. In case of photocopy, bank draft of equal amount must be attached.

- 15. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:**
- a. Received without Affidavit / earnest money;
 - b. It is received after the date and time fixed for its receipt;
 - c. The offer is ambiguous;
 - e. The offer is conditional
 - f. The offer is from blacklisted firm in any Federal / Provincial Govt. Dept.:
16. The offer should not be hand written it must be typed.
17. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.
18. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
19. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
20. In case of Bid Tie, contract shall be awarded to the firms secures high technical marks.
21. Any direct or indirect effort by a bidding firm to influence this institution during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the MMC's future bids.

MMC II Equipment

2. GENERAL CONDITIONS OF THE CONTRACT

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- a. "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - c. "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
 - d. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - e. "GCC" means the General Conditions of Contract contained in this section.
 - f. "SCC" means the Special Conditions of Contract.
 - g. "The Procuring agency" means the organization purchasing the Goods, as named in SCC.
 - h. "The Procuring agency's country" is the country named in SCC.
 - i. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
 - j. "The Project Site," where applicable, means the place or places named in SCC.
 - k. "Day" means calendar day.

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. Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.

- 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards**
- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Government**
- 5.1 The Supplier 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 Supplier 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.
- 5.2 The Supplier 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.
- 5.3 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 Supplier’s performance under the Contract if so required by the Procuring agency.
- 5.4 The Supplier shall permit the Procuring agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency’s country.
- 7. Performance Security**
- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring

agency the performance security in the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
 - a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
 - b. a cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

- 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been

inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

12. Transportation

12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;

- b. furnishing of tools required for assembly and / or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. in the event of termination of production of the spare parts:
 - a. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements;
 - ii. following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications)

or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.

17. Prices

- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

18. Change Orders

- 18.1 The Procuring agency may at any time, by a written order

given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
- b. the method of shipment or packing;
- c. the place of delivery; and/or
- d. the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.

21. Subcontracts

21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or

without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

- 2.31 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

- 24.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
 - b. if the Supplier fails to perform any other obligation(s) under the Contract.
 - c. if the Supplier, 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 any thing 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 Borrower, 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 Borrower of the

benefits of free and open competition.

- 24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**26. Termination
for Insolvency**

- 26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

**27. Termination
for
Convenience**

- 27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of

termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and/or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

- 28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

29. Governing Language

- 29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

- 30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

31. Notices

- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

- 32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.



**MEDICAL TEACHING INSTITUTION
MARDAN MEDICAL COMPLEX MARDAN**
Tel:- 0937-9230612, 0937-9230431 Fax:- 0937-9230397



INVITATION FOR BIDS

Medical Teaching Institution (MTI) Mardan, Khyber Pakhtunkhwa was established under Khyber Pakhtunkhwa Medical Teaching Institutions Reforms Act, 2015 to improve performance, enhance effectiveness, efficiency and responsiveness for the provision of quality healthcare services to the people of the Khyber Pakhtunkhwa.

Medical Teaching Institution, Mardan Medical Complex (MTI-MMC) Mardan, invites sealed bids (**Package wise**) for the procurement of **IT Hardware & Machinery items** from the eligible bidders (Manufacturers, their Authorized Dealers or Importers) in light of rule 6(2) (b) "**Single Stage Two Envelope**" procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014, registered with the Income / Sales tax, reflected on Active Taxpayer List of FBR.

Bid Solicitation Documents containing package wise information, specifications and evaluation criteria may be obtained from the office of the undersigned between 09:00-15:00 hrs on any working day (Monday to Friday) by depositing a sum of Rs. 2000/- as "Non Refundable" from the date of publication of this advertisement in the newspaper till last date for submission of bids. The advertisement may also be downloaded from www.kppra.gov.pk and www.mmckp.gov.pk websites.

The bidders are required to submit bid security @ 2% (in original) of the quoted value in shape of Call Deposit Receipt (CDR) / Demand Draft (DD) in the name of "Hospital Director MMC Mardan". An affidavit is mandatory in the technical bid (without indicating the figure) that bid security is placed in the financial bid.

PRE-BID MEETING with the interested bidders will be held on 08.07.2021 (Thursday), at 10:00 hrs. at the address given below.

The tenders complete in all respect must reach the undersigned by 11:00 hrs. on 15.07.2021 (Thursday), which will be opened at 11:30 hrs on the same day in conference room of the institute in presence of the procurement committee and the bidders / representatives, who may choose to attend.

Each envelope shall contain separately Technical and financial bid clearly marked in bold & legible letters. The firms shall provide their complete information along with its postal as well as valid email address and phone number/s on each of the respective envelope.

Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

**HOSPITAL DIRECTOR
MTI - MMC MARDAN**

Eligibility Criteria

Bidders must give compliance to the below mentioned clauses as these are mandatory to being Eligible for the bidding process. Relevant certificates / documents must be attached.

S #	Description	Remarks
	Knock Out Clauses	YES/NO
1	Manufacturers, their Authorized Dealers or Importers/Partner for procurement of the specified Equipment.	Mandatory
2	Registration with NTN /Valid Income Tax Registration/ Valid Sales Tax Registration. (Provide copy of certificate of incorporation)	Mandatory
3	The bidder shall provide the proof of applicant's relationship with Original Equipment Manufacturer (OEM) where required.	Mandatory
4	The bidder must have minimum Five (05) years relevant experience .	Mandatory
5	This undertaking should be tender specific. Submission of undertaking on legal valid and attested stamp paper that the firm is NOT BLACKLISTED by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. (Provide copy of affidavit attached as annex in this document on non-judicial stamp paper)	Mandatory
6	The bidder has NOT been defaulter / insolvent nor bankrupt in past from any government department or financial institution.	Mandatory
7	The firm CANNOT participate in the capacity of Joint Venture	--

4. BID SECURITY

- a. Bid security @ 02% (in original) of the quoted value in shape of Call Deposit Receipt (CDR) / Bank Draft (refundable) drawn in favor of "Hospital Director MMC Mardan" should be kept sealed in the financial proposal. An affidavit is mandatory without indicating the figure in the technical bid that bid security is placed in the financial proposal.
- b. Bid security of the successful bidder will be released after submission of Performance Guarantee.
- c. The bid security may be forfeited:
 - i) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - ii) In the case of a successful Bidder, if the Bidder fails to sign the contract or to furnish performance Guarantee.

5. BID VALIDITY:

- i) The bids should be valid for a period of Ninety (90) Days from the date of opening.
- ii) In exceptional circumstances, MMC Mardan may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

Packages Details:

Package No.	Items	Quantity
Package A	Server Machines	03
	Server Rack (42U)	01
	SAN Expansion (Hard Drives)	10
	Server Rack (Local) 18/24 U	01
	Network Switches POE	05
	Wireless Access Points (Compatible with Huawei Controller)	05
	<u>TRAINING AND CERITICATIONS.</u> Training for 3 X storage and 3 x Network with Associate level Certification Vouchers.	--
Package B	Precision ACs	02
	Fire Suppression System	01
	Power cables with Distribution boxes	01
	Online UPS 10 KVA	02
Package C	RFID Card Printer	01
	Patient Card Printer	04

Note:

1. The bidders are required to participate in a complete package. In case the bidder submit incomplete package will be declared as Non-Responsive.
2. The items may be increased or decreased with in a package in accordance with KPPRA rules.

Requirement / Specification of the Equipment

S #	SPECIFICATION	QTY.		
01	<p><u>Server Machine:</u></p> <p>1U 2.5" Chassis with 8 Hdd bays 2x 3rd Gen Intel Xeon Scalable Gold 5317 12C 150W 3.0GHz Processor Required; 64x PCIe 4.0 lanes per CPU supported 16x 32GB 2933MHz (2Rx4 1.2V) RDIMM Required; 32x 2933 MHz DIMMs for two processors supported; 4 TB with 32x 128 GB DIMMs supported. Up to 3x PCIe 4.0 slots 3x 480GB Entry SATA 6Gb Hot Swap SSD 8GB Flash PCIe Gen4 12Gb Internal Raid Adapter TPM 2.0 Enabled; Must Include Rail kit, CMA and Security Bezel 4P 1G Ethernet + 10/25GbE SFP28 2-port PCIe Ethernet Adapter with SR Transceivers The Server must support GPU. Drives, power supplies, and fans must be hot-swappable 2x 1100W (230V/115V) v2 Platinum Hot-Swap Power Supply Microsoft Windows Server, Red Hat Enterprise Linux, SUSE Linux Enterprise Server, VMware ESXi etc. 3Yr Fully Comprehensive Warranty</p>	03		
02	<p>Server Rack 42U</p> <p>Branded same as Server Cabinet for Server-Assembly (Include 1 pairs of the PDU power cables, Maximum Power 7.0KVA)</p> <p>Cabinet dimensions (H x W x D): 2000 mm x 600 mm x 1200 mm (78.74 in. x 23.62 in. x 47.24 in.)</p> <p>Front door; Rear door; Power supply capability: Maximum 7 kVA; a pair of PDUs is configured for each cabinet. PDU input switch: 1 x 32 A/1 P, with industrial connectors and a 3 m (9.84 ft) input cable. The female connector can be connected with three 6 mm2 (0.01 in.2) power cables. PDU output switch: 20 x 10 A/1 P, 4 x 16 A/1 P. Each PDU includes two control circuit breakers. Each circuit breaker controls twelve outputs (ten 10 A outputs and two 16 A outputs); Auxiliary materials: Four pairs of guide rails, six 10 A PDU power cables, and two 16 A PDU power cables</p>	01		
03	<p><u>SAN (Expansion for 2 X Huawei Existing Storages with all accessories)</u></p> <table><tr><td>L2-S-SAS2400 Serial No.1: 2102350SHS10KB000001 Serial No.2: 2102350SHS10KB000002</td><td>2.4TB 10K RPM SAS Disk Unit (2.5")</td></tr></table> <p>The Existing Storage is Huawei 2600 v3 (Serial Numbers can be obtained) Warranty 3 years</p>	L2-S-SAS2400 Serial No.1: 2102350SHS10KB000001 Serial No.2: 2102350SHS10KB000002	2.4TB 10K RPM SAS Disk Unit (2.5")	10
L2-S-SAS2400 Serial No.1: 2102350SHS10KB000001 Serial No.2: 2102350SHS10KB000002	2.4TB 10K RPM SAS Disk Unit (2.5")			

04	<p><u>PRECISION IN-ROOM AIR COOLED COOLING:</u></p> <ul style="list-style-type: none"> • UP Flow Cooling is composed of indoor and Outdoor Units in door Unit configured with DC inverter Compressor, Large Surface Evaporator, EC Fan, Wet Film Humidifier and Electric Heater with R410 A. Full DC variable frequency design • The connectors of indoor and outdoor unit adopt welding-free design, easy to install and maintain. Cooling Capacity 13 KW or Higher • Sensible Cooling Capacity – 11.7KW or Higher Air Volume 3600m³/h or Higher • Heating Capacity 4KW • Return air dry bulb temperature 24°C/ RH50%, outdoor temperature 35°C. • Precision Air Conditioner indoor unit should be configured with DC inverter compressor, EC fans, electric expansion valve and etc • A high-efficiency PAC unit has cooling capacity with steeples adjustments between 30 percent and 100 percent. To save energy, the cooling capacity should be adjusted according to heat load • The PAC should have a humidification capacity of 3 kg/h. The PAC should use an energy saving humidifier so that maximum humidification power consumption will be lower than 50W. • Environmental temperature: -20°C ~ +55°C. • Service provider must be Authorized Service and sales Partner and submit principal Certificate having ISO900 and ISO20000 Certifications. • Vendor Must have 3 Principal Trained Certified Engineers • Availability of Principal in Pakistan with support team. • Unit Must Run in Teamwork Position • Temperature Monitoring system (Probe Sensor) • Perforated Raise floor tiles size 2X2 (qty. 08) • Warranty 1 (one) Year 	02
05	<p><u>ON-LINE 10KVA UPS WITH STANDARD BACKUP</u></p> <ul style="list-style-type: none"> • UPS Rating 10KVA/9KW (Rack Tower Convertible) • Input Connections with all Options required: • 1 Phase in 1Phase Out or 3Phase in 1Phase out • Input Voltage window 80-280VAC • Input Frequency 40-70 HZ • Output Put Frequency: 6-20K: Tracking the bypass input (Normal mode); 50/60 Hz±0.05% (Battery mode) • Standard Backup time 8-10 Min at 80% load with Battery Pack. • Output THDI THDv≤2% • Output Voltage L-N: 220/230/240 V AC ±1% • Built-in 5 kV surge protection level. • Certifications: EN/IEC 62040-1; EN/IEC 62040-2; EN/IEC 62040-3; CE; CB; RoHS, REACH, WEEE, etc. • Communications: USB (Optional RS485, Dry contact, SNMP) • Service provider must be Authorized Service and sales Partner and submit principal Certificate having ISO900 and ISO20000 Certifications. • Vendor Must have 3 Principal Trained Certified Engineers • Availability of Principal in Pakistan with support team • Warranty 1 (one) Year 	02

06	Rack 24U/18 U Locally rack with PDU and accessories.	01
07	<u>FIRE SUPPRESSION AND DETECTION SYSTEM:</u> <ul style="list-style-type: none"> Modular cylinder with NOVEC 1230 or equivalent with all accessories according to Requirements. Extinguisher control panel with accessories Multi Smoke Detector with all accessories Manual and abort Switch with all accessories. VESDA aspiration smoke detectors with all accessories Warranty 1 (one) Year 	01
08	<u>24 PORT NETWORK POE SWITCHES (SFP Compatible with Huawei Aggregation Switches-S6720-50L)</u> 24x 10/100/1000Base-T ports, 4 x 10 GE SFP+ ports (POE+ Power from all downlink ports) Support USB port for usb based speed deployment RAM ≥512MB Flash ≥512MB 128 Gbps or more 90 Mpps or more Available 360W POE power supply 4K VLAN 32K MAC Address QinQ, LACP, STP, RSTP, MSTP, ERPS, LLDP, Jumbo Frames Static Routing, RIP, RIPng, OSPF, OSPFv3, ipv6 routes, PBR, DHCP Server/Client/Relay 4K ARP entries 4K IPv4 routes 4K vlans Support IGMP v1/v2/v3, IGMP v1/v2/v3 snooping, PIM-DM, PIM-SM and MSDP IPv4 multicast routes 1K, IPv6 multicast routes 1K Stacking support for upto 8 switches VRRP, DLDP, Smart link, Monitor link, EFM and CFM Support mac authentication and 802.1x authentication Support Integration with industry standard NAC Solutions Defense against UDP flood, TCP SYN flood, ICMO flood and packet fragment attacks, ARP packet rate limiting CLI and Web interface (HTTPS) Telnet, SSH v2, SNMP v1, v2, and v3, eMDI, sflow Support Automation with SDN Controller, NETCONF and YANG Support ITU-T G.8032, ITU-Y.1731, IEEE 802.1D, 802.1P, 802.1Q, 802.1ad, 802.3ab, 802.3ad, 802.3ah, 802.1ab, RFC792, RFC 959, RFC 1305, RFC 1981 and RFC2131. In leader or visionaries or challenger position of 2020 wired and wireless LAN Access Gartner Report 2 x 9.8G SM 1.4km SFPs	05

	Warranty: 1 year NBD replacement	
09	<p><u>ACCESS POINT COMPATIBLE WITH HUAWEI AC 6508 with Licenses:</u></p> <p>Provides service simultaneously on both the 2.4 GHz and 5 GHz bands, at a rate of at least 570Mbps at 2.4 GHz, at least 1.2 Gbps at 5 GHz, and at least 1.7 Gbps for the device.</p> <p>Must have 1xGE Port</p> <p>Radio Protocols = 802.11a/b/g/n/ac/ac Wave 2/ax(Wifi6)</p> <p>Compliance with IEEE 802.11ax and compatibility with IEEE 802.11 a/b/g/n/ac/ac Wave 2</p> <p>Support DL/UL MU-MIMO</p> <p>Built-in smart antennas, build in BLE5.0</p> <p>Support short guard interval (GI) in 20 MHz, 40 MHz, 80 MHz modes</p> <p>Support service set identifier (SSID) hiding</p> <p>Support Control and provisioning of Wireless Access Points (CAPWAP) in Fit AP mode</p> <p>Number of SSIDs for each radio is 15 or more</p> <p>Number of access users are more than 1000</p> <p>Support 802.11k and 802.11v smart roaming</p> <p>PoE power supply: In compliance with 802.3at/bt</p> <p>Compliance with IEEE 802.3ab, 802.1q</p> <p>Support SSID-based VLAN assignment</p> <p>Support DHCP client, obtaining IP addresses through DHCP</p> <p>Support VLAN trunk on uplink Ethernet ports</p> <p>Support Unified authentication on the AC in Fit AP mode</p> <p>Air interface HQoS scheduling</p> <p>User-based bandwidth limiting</p> <p>Priority mapping for upstream packets and flow-based mapping for downstream packets</p> <p>Queue mapping and scheduling</p> <p>Open system authentication</p> <p>Support WPA2-PSK authentication and encryption, WPA2-802.1X authentication and encryption</p> <p>Support WPA3-802.1X authentication and encryption</p> <p>Support 802.1x authentication, MAC address authentication, and Portal authentication</p> <p>Support Telnet, sTelnet, SFTP</p> <p>NTP</p> <p>Support Automation with SDN Controller</p> <p>In leader or visionaries or challenger position of 2020 wired and wireless LAN Access Gartner Report</p> <p>Warranty: 1 year NBD replacement</p>	05
10	<p><u>POWER CABLES:</u></p> <ul style="list-style-type: none"> • All Power Cables CU/PVC/PVC 600/1000 V or equivalent as per design Requirements • Fast / Pakistan/ Newage or equivalent • Electrification with Distribution Box. <p>• Having 3 reference site installed in Data Centers.</p> <p><u>EARTHING AND GROUNDING:</u></p> <ol style="list-style-type: none"> 1. Earth pits for Data center including digging, boring, grounding material, main hole, earth bar (Separate Earth Pit for Server room, UPS and Generator) with ohm value should be less than 1 (If required) 	01

11	<u>RFID Card Printer</u> Print Technology: Re-transfer Printer capabilities: Duplex Printing, edge to edge Print Resolution: 300 X 300 Dpi Print Speed: 100 Cards Per Hour Card capacity: 200 card input hopper, 25 cards output hopper Connectivity: Bisectonal USB 2.0 high speed, Ethernet 10-T/100 Warranty: 1 Year	01
12	<u>Patient Card Printer</u> Print Technology: Direct to card dye –sublimation/Resin Thermal transfer Printer capabilities: Single side – Edge to edge printing. Full color and monochrome printing capabilities in same printer. Print Resolution: 300 X 300 Dot Per Inch : Standard Text, Barcode and Graphic printing 300 X600 dot per inch : enhanced text, barcode and graphic printing 300 X1200 dots per inch: enhanced text and barcode printing. Print Speed: up to 220 cards per hour on single side (color) up to 1000 cards per hour single side (Monochrome) Card capacity: 100 card input hopper, 25 cards output hopper Connectivity: Bisectonal USB 2.0 high speed, support open card data format, Ethernet 10-T/100- base- Tx for light activity. Warranty: 1 Year	04
13	<u>TRAINING AND CERITICATIONS.</u> Training for 3 X storage and 3 x Network with Associate level Certification Vouchers.	-

S #	EVALUATION PARAMETERS	Marks Allocation
PRODUCT CONFORMANCE		
1.	Conformance to the clients' advertised specifications. The bidder shall prepare the bid specifications in an annotated for ease of comparison & evaluation. The specifications will also be supported with a reference brochures highlighted the quoted item / version and other relevant data of the product.	30
STATUS OF FIRM		
2.	i) Manufacturer/ Authorized Dealer/Partners (04 Marks) ii) Importers (02 Marks) (attach relevant attested copy of certificate)	04
3.	Number of years in the business (Minimum Five years is mandatory) (i) Experience > 5 to <10 years will get (02 Marks) (ii) More than 10 years in business (04 Marks)	04
RELEVANT EXPERIENCE (Last Five Years)		
4.	a) Proof of similar supply / assignments (04 assignments) to the Public Sector Organizations having value above (10 Million) (16 Marks) b) Proof of similar supply / assignments (03 assignments) to the Private Sector Organizations having value above (5 Million) (12 Marks) Note: - 04 (Four) marks per assignment. Copy of Purchase Orders / Contracts clearly mentioned the amount along with satisfactory performance certificate must be attached otherwise no marks will be given.	28
HR CAPABILITIES		
5.	I. Simple Technician (1 mark) II. Associate Engineer with Diploma of Associate Engineering (2 mark) III. Graduate Engineer (registered with PEC) (3 mark) The firm shall provide the salary slips of each employee for the last three months	06
WORKSHOP FACILITY / SUB OFFICE		
6	I. Other than Khyber Pakhtunkhwa in Pakistan (02 Marks) II. In Khyber Pakhtunkhwa (04 Marks)	04
FINANCIAL CAPABILITIES		
7	Average Sales Turn over for last three years (Financial Year 17-18, 18-19 & 19-20) a- Above 100 million10 marks b- Rs.70 to Rs. 100 million8 marks c- Upto Rs.70 million6 marks Income Statement, Balance Sheet for the last three years duly verified by Chartered Accountant firm.	10
8	Income tax paid during last 03 years : (Financial Year 17-18, 18-19 & 19-20) (02 Marks per year) Attach income tax / sale tax return without annexures	06
CERTIFICATION		
9	Valid ISO Quality Management Certificates (9001/2015)	03

Free After Sales Service (without parts)		
10	After completion of warranty period for (3S) for their respective item (s) mentioned in the statement of Technical Specification. Year No. 1 (02 marks) Year No. 2 (05 marks)	05
	Total Marks	100
Minimum Score for qualification is 70 % (Seventy percent)		

- i. The bids / proposals will be evaluated on the basis of bid solicitation documents and the point system as specified below.
- ii. A proposal shall be rejected during the technical evaluation if the bid does not fulfill the minimum specified requirements (technical specifications) OR if it fails to achieve the minimum score i.e. 70 out of 100 (Technical marks) as indicated in the below mentioned table, (Relevant certificates / documents must be attached)
- iii. No documents / Certificates (affecting the marks) shall be entertained once technical bids opened
- iv. Bids having items not fulfilling/in compliance with the required specifications shall be treated as non- responsive bids.

Technical Score shall be given 70% Weightage

Financial Score shall be given 30% weightage.

Financial Evaluation:

- i. The bid with the lowest price will be given a score of 100 while the other proposals will be given scores that are inversely proportional to the lowest cost bid using the formula as under;

Lowest Bid Price among all ÷ Bid Price under consideration x 30 = Financial Score.

Combined Technical and Financial Score

- ii. A total score for each bid will be obtained by adding technical score weightage and financial score weightage.
- iii. Maximum two (02) decimal will consider in both technical and financial marks

Important Note:

All the Relevant certificates / documents must be attached where required. No documents / Certificates (affecting the marks) shall be entertained / permitted once technical bids opened.

SPECIAL CONDITIONS OF THE CONTRACT:-

1. If any of the given specifications/parameters does not meet the required specifications, their offer will not be considered and shall summarily be rejected by MTI-MMC (Mardan).

2. **Performance Security:-** Successful Bidder will have to furnish a performance guarantee up to 10% of the contract value in shape of Demand Draft or Bank Guarantee in favor of the "Hospital Director MMC Mardan". However, Bid security will be released after submission of performance guarantee.

3. **Inspection and Tests:** (i) The MMC Mardan shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. Institution will notify the supplier in writing of the identity of any representatives for this purpose.

(ii) The inspections and tests may be conducted on the premises of the supplier, at point of delivery and/or at the goods final destination, where conducted on the premises of the supplier, all reasonable facilities and assistance including access to drawings and production / performance data shall be furnished to the inspectors at no charge to this College.

(iii) Any inspected or tested goods fail to conform to the specifications, the institution may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the institution, within a period of 15 (Fifteen) days of intimating such rejection.

(iv) The MMC Mardan's right to inspect, test and, where necessary, reject the goods after the good's arrival at the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the goods dispatch from the place of manufacture.

4. **Warranty:-** (i) Warranty period for the equipment is mentioned in the specification portion against each item from the date of installation / inspection. All the bidders / firms are required to clearly mention in its technical proposal / bidding documents. During warranty period, bidder will make the "**Complete System**" in satisfactory working condition.

(ii) The period for correction of defects in the warranty period after installation (**with free parts**) and free services, including all incidental charges.

(iii) During warranty period, bidder shall provide at least "**4 PPM maintenance visits per year at regular interval**" for usual maintenance and supervision. If bidder fails to provide these maintenance visits at regular interval, a proportionate deduction in the form of penalty on pro-rata basis will be recovered from the bidder from the Bank Guarantee amount. In case the Bank Guarantee is not adequate, Institute shall have right to recover the losses / penalty from other sources as well.

(iv) The firm will also attend all breakdown calls within 48 hours of the receipt of the information from institute through fax/e-mail/mobile/sms etc.

5. **Spare Parts availability**, the firm will have to provide a certificate of easy availability of spare parts in market for the next 05 (Five) years.

6. **Upon shipment**, the Supplier shall notify the MMC Mardan the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to this Institution.

- i. copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- ii. Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- iii. Copies of the packing list identifying contents of each package.
- iv. Insurance certificate.
- v. Manufacturer's or Supplier's warranty certificate.
- vi. Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- vii. Certificate of origin.

7. Applicable Law: - The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

- i. The KPPRA Act 2012
- ii. The KPPRA Rules 2014
- iii. The Contract Laws
- iv. The General Financial Rules of the Govt. of Khyber Pakhtunkhwa and all the relevant laws, rules and regulations pertaining to budgeting and financial management of public funds.
- v. The Factories Act 1934

8. Award of Contract: Contracts shall be confirmed through a written agreement signed by the successful bidder and the MTI Mardan.

In case of a successful bidder, who repudiates the contract or fails to furnish performance guarantee and as the case may be shall proceed for debarment / blacklisting and the purchase order will be placed to the Next Successful Bidder or from the alternative sources at the cost/risk of the concerned firm.

The firm will be responsible for custom clearance etc. The MTI Mardan will provide undertaking.

11. Delivery period/Liquidated Damage: - Goods should be delivered within two months after receipt of Purchase Order / Signing of Contract. If the delivery is not affected by due date, the MTI Mardan Management shall have the right to charge liquidated damage on supplier / his agent as under: -

- i) 1st extension for a month or a part thereof @ 2% per month of F.O.R value.
- ii) 2nd extension for an additional month or a part thereof @ 3% per month of F.O.R value subject to maximum Limit of 20% of the order items.
- iii) Cancellation. - If delivery is not done even after 2nd extension Institute shall have the right of cancellation of Purchase order at its discretion.

12. ASSIGNMENT:

The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Procuring Entity's prior written consent.

13. FORCE MAJEURE:

- i) In case of the situation related to Force Majeure, the Bidder may inform the Procuring Entity in writing about the situation immediately without delay along with solid proof through the fastest, lawful and available means of communication, but not through the electronic mail, and request the Procuring Entity for the grant of extension in the supply period.
- ii) The Procuring Entity, in case of being fully satisfied with the genuineness of situation arising from Force Majeure for the Bidder, may extend the period of supply of goods up to a maximum of not more than thirty days without penalty. However, the Procuring Entity and / or Procuring Entity shall, in no case, be responsible or held responsible for any complications in making payments to Bidder by the Procuring Entity that may arise from the closure of financial year and lapse / surrender of public funds vis-à-vis the normal financial management procedures in public sector.

14. ARBITRATION AND RESOLUTION OF DISPUTES:

- i) The Procuring Entity and the bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- ii) If after Seven (7) days from the commencement of such informal negotiations, the Procuring Entity and the bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution through arbitration.
- iii) In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration. The Dean or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

15. Payment:

- i) No advance payment will be permissible in case of F.O.R / D.D.P. The payment will be made after successful supply, installation/inspection and test run of all requisite items along with training to the 02 x End Users / Technical Staff.

16. Part Supply: No part supply/ wrong supply or short supply will be accepted by the Institute.

The Hospital' Management will be the final authority and will have the right to reject full or any part of supply, which is contradictory to the terms and conditions agreed at the time of placement of order. In case of rejection of any supplied items due to nonconformity in quantity and/or quality, Institute will have right to charge liquidated damages, as it deems fit.

BID FORMS

Sample Forms

1.	Bid Cover Sheet (On the letter Head of Firms)
2.	BID FORM AND PRICE SCHEDULES
3.	BID SECURITY FORM
4.	CONTRACT FORM
5.	PERFORMANCE SECURITY FORM
6.	BANK GUARANTEE FOR ADVANCE PAYMENT
7.	MANUFACTURER'S AUTHORIZATION FORM
8.	INTEGRITY PACT
9.	AFFIDAVIT FORM

BID COVER SHEET

Bid Ref. No. -----

Date XX-XX=2021

Name of the Supplier/Firm Contractor: -----

--

Address:-----

E-mail:-----

Phone: -----

Facsimile: -----

Bid Security.

Bid for:

† All Items mentioned in the Schedule of Requirements.

† Selected Items from the Schedule of Requirements¹.

List of Selected Items: *(In case the Bidder has opted to bid for Selected Items, please type the Serial No². and the name of the Items selected for Bidding. Use additional Sheets if Required)*

S. No.	Name of the Item

Signed:

Dated:

Official Stamp:

Attachment³: † Original receipt for the purchase of the bidding documents.

Bid Form and Price Schedules

Date: _____
IFB No: _____

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

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* 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 Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent 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 this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 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.

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

Name and address of agent	Amount and Currency	Purpose of Commission or Gratuity

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2021

signature]

[in the capacity of]

Price Schedule in Pak. Rupees

Name of Bidder_____ IFB Number_____ Page of_____

1	2	3	4	5	6	7
Item	Description	Country of Origin	Quantity	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required ³

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

2. Bid Security Form

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the 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 unto [name of Procuring agency] (hereinafter called "the Procuring agency") in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 2021.

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 Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:
 - a. fails or refuses to execute the Contract Form, if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the Instructions 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 is due to 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 twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

3. Contract Form

THIS AGREEMENT made the ____ day of _____ 2021 between *[name of Procuring Agency]* of *[country of Procuring agency]* (hereinafter called “the Procuring agency”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the 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; and
 - (f) the Procuring agency’s Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto 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)

4. Performance Security Form

To: *[name of Procuring agency]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 2021 to supply *[description of goods and services]* (hereinafter 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 Supplier's 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 of *[amount of the guarantee in words and figures]*, and we undertake to pay you, 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 the 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 _____ 2021.

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

5. Bank Guarantee for Advance Payment

To: *[name of Procuring agency]*

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

6. Manufacturer's Authorization Form

To: *[name of the Procuring agency]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

INTEGRITY PACT

Contract No. **01/Goods/ July 2021.** Dated **XX-XX-2021** Contract Value: [**Not to Filled**]

Contract Title: “Procurement of IT and Machinery Items (Package wise) for MTI-MMC
Mardan

M/s **firm Name** hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative sub division or agency there of or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, **M/s** **firm Name** represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Khyber Pakhtunkhwa, except that which has been expressly declared pursuant hereto.

M/s **firm Name** certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Khyber Pakhtunkhwa and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s **firm Name** accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of Government of Khyber Pakhtunkhwa.

Notwithstanding any rights and remedies exercised by GoKP in this regard, **M/s** **firm Name** agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by **M/s** **firm Name**

as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Khyber Pakhtunkhwa.

Name of Buyer / Procuring Entity

Name of Supplier

**MTI-MMC Mardan
Khyber Pakhtunkhwa**

M/s M/s firm Name

**Name:
Designation: Hospital Director**

**Name:
Designation:**

Signature

Signature

SEAL

SEAL

Annexure-I

Important Note:

All the bidders must submit the original affidavit on non-judicial stamp paper of Rs. 100/- (Rs. One Hundred) attached with technical bid at the time of bid submission on the following format.

AFFIDAVIT / UNDERTAKING

I, _____ Owners / Director / Legal Attorney / Accredited representative of M/s _____, solemnly declare that,

1. M/s _____ have read the contents of the Bidding Document and have fully understood it.
2. That the financial instruments, statements of facts, data and documents being submitted by M/s _____ for the Tender vide NIT No _____ dated _____ are true, genuine and correct.
3. Undertakes that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.
4. M/s _____ is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.
5. Bid Security (in original) is placed in the financial bid.
6. In case we fail to comply any of the aforesaid conditions or the documents submitted by M/s _____ is found false/forged, our tender will be cancelled forfeiting the Bid Security amount and debarring us from participation in future tenders of MTI-MMC Mardan, for a period of one year.

Signature with Seal of the Deponent (bidder)