



**Lady Reading Hospital Peshawar
(MTI)**

BID SOLICITATION DOCUMENTS

For

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
STANDBY DIESEL GENERATORS**

S. NO	NAME OF ITEMS	QUANTITY	TENDER
1.	65 KVA Standby Diesel Generator Set	01	2 nd Time
2.	200 KVA Standby Diesel Generator Set	02	
3.	500 KVA Standby Diesel Generator Set	03	

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.

TABLE OF CONTENTS

S #	CONTENTS
1.	Introduction
2.	Instruction to Bidders
3.	Eligible Bidders
4.	General Conditions
5.	Invitation for Bids
6.	Bid Security
7.	Bid Validity
8.	Statement of Requirement with Specification
9.	Special Conditions of the Contract
10.	Evaluation Criteria
11.	Award of Contract
12.	Payment
13.	Terms & Conditions
14.	Contract Forms

1. INTRODUCTION:

Medical Teaching Institution (MTI)/ Lady Reading Hospital Peshawar invites. Item wise sealed bids from the eligible bidders (Manufacturers/ Importers/Authorized Dealers) for Supply, Installation, Testing & Commissioning of Standby Diesel Generator Sets. Open Competitive bidding under rule 6(2) (b) **“Single Stage Two Envelope”** bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

Description	Dates
Closing/Last submission/Opening	06th May 2021 time 11:00AM, Opening on same day at 11:30AM
Pre- Bid Meeting	26th April 2021 time: 11:30AM

2. 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 **06th May 2021 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 required, without indicating the figure in the Technical Bid that bid security is placed in the financial bid.
5. Pre-bid meeting with the interested bidders will be held on the above mention time and date in Conference Room MMD Department of the Institution.
6. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
7. 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.
8. The bid should be complete in all respect and must be signed by the bidder. Both the

offer (FOR & CNF) should be mention in the bid. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.

9. 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.
10. 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.
11. 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:
 - Received without earnest money;
 - It is received after the date and time fixed for its receipt;
 - The tender document and the bid is unsigned;
 - The offer is ambiguous;
 - The offer is conditional i.e. advance payment, or currency fluctuations etc.;
 - The offer is from blacklisted firm in any Federal / Provincial Govt. Deptt:
 - Hand written bids shall NOT be accepted; it must be typed.
 - The Firm must quote C&F and FOR rates.
12. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.
13. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
14. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
15. In case of Bid Tie, the decision will be taken by making Post Qualification.
16. 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 LRH Peshawar's future bids.

3. ELIGIBILITY CRITERIA:

- Bidders must give compliance to the below mentioned clauses as these are mandatory to being eligible for the bidding process. Relevant certificates must be attached.
- Manufacturers/ Importers/Authorized Dealers for procurement of quoted Equipment.
- The bidder must be registered with Income / Sales Tax Department, reflected as Active Tax Payer on the list of FBR.NTN/KNTN and Kpk Professional tax
- In case of the Importers/Authorized Dealers, the firm will ensure that the items are acquired from the original manufacturer and are procured through proper channel as advised by the original manufacturer.
- The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
- Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for
- corrupt and fraudulent practices issued by any government organization in accordance

with the Section 44(1) KPP Rules 2014.

4. GENERAL CONDITIONS: -

1. LRH Peshawar shall evaluate the proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
2. Alternative bid shall not be considered and shall be rejected by the Competent Authority.
3. LRH Peshawar may increase or decrease the quantity of the items required, as per KPPRA rules.
4. At any time prior to the deadline for submission of bids, LRH Peshawar may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
5. If a bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
6. MTI / LRH Peshawar may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.
7. The firm will provide the country of Origin certificate.

5. INVITATION FOR BIDS

Hospital Director, Medical Teaching Institute, **Lady Reading Hospital Peshawar** invites sealed tenders under National Competitive Bidding for Supply, Installation, Testing & Commissioning of Standby Diesel Generator Sets the, under rule 6(2)(b) ***“single stage two envelope procedure”*** of KPPRA Rules 2014, from Manufacturers / Importers / Authorized Dealers registered with the Income / Sales tax, reflected on Active Taxpayer List of FBR.

The bidders are required to submit bid security @ 2% of the quoted price in the name of Hospital Director LRH Peshawar. An affidavit is required, without indicating the figure in the technical bid that bid security is placed in the financial bid.

The tenders complete in all respect must reach the undersigned by 11:00AM on **06th May 2021**, which will be opened at 11:30AM on the same day in conference room of the LRH in the presence of the procurement committee and the bidders / representatives who may choose to attend.

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

6. BID Security

Bid security @ 02% of the quoted value in favor of "Hospital Director LRH Hospital" should be kept sealed in the financial proposal. An affidavit is required without indicating the figure in the technical bid that bid security is placed in the Technical proposal.

Bid security of the successful bidder will be released after submission of 10% Performance Guarantee.

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.

7. BID VALIDITY:

- i) The bids should be valid for a period of 180 working Days from the date of opening.
- ii) In exceptional circumstances, LRH Hospital may solicit the Bidder's consent to an extension of the period of validity reasons shall be recorded in writing. The request and the responses there to 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.

8. Statement of Requirement with Specification

Supply, Installation, Testing & Commissioning Standby Diesel Generators Set		
TECHNICAL SPECIFICATION FOR 65 KVA		
1	65 KVA DG SET	
	Make	Cummins /Caterpillar/FG Wilson/SDMO or equivalent manufactured and Assembled in US/Western Europe/ Japan
	Duty	Standby
	Output (KVA)	65 KVA @ 50 C
	No of Cylinders / Cylinder arrangement	In-line, 3 Cylinder
	Voltage	03-phase 4 wire System 220/400 V
	Frequency	50 Hertz
	Rated RPM	1500
2	Engine	
	Make	Cummins/Caterpillar/Perkins/Volvo/John Deere or equivalent
	Type	In-line, 3 Cylinder
	Prime Power (KWm)	52 KWm @ 50 C
	Governing Type	Electronic / Mechanical
	Performance Class	G3
3	Alternator	
	Make	Stamford/Leroy Somer or equivalent
	Insulation Class	H
	Exciter Type	Brushless (self-excited, self-regulated)
	Stator Winding	Double Layer Lap
	Unbalance Load Capability	25% of rated current
	Pitch	2/3
	Automatic Voltage Regulator	Solid state
	Voltage regulation: No load to full load	2 phase sensing, + - 1%
	Temperature Rise	125 Deg C (Class H)
	Power Factor	0.8
	Ingress Protection	IP23
4	Cooling System	
	Type	Engine Mounted Radiator
	Max Ambient Temp. Deg C at rated load	50 C
5	Control System / Control Panel	
	Type	Advance Digital Controller, compact and microprocessor based fully configurable control unit
	Display	Digital graphic LCD display which displays voltage, current, KW, PF, Frequency, KWh.

	Protection	Built-in Short circuit protection and alternator fault protection relay
		Over speed shutdown
		Low Oil Pressure Warning / Shutdown
		High Engine Temperature Warning / Shut down
		Low / high Battery voltage
		Under speed / Sensor Fall Shutdown
		Fall to start / Fail to Crank
		High coolant temperature warning
		Low coolant level warning / Shutdown
		Emergency Stop
		Battery voltage
		Indicating lamps for "Load On" and "Set Running"
		MCCB of suitable rating with short circuit protection
		Control fuses duly wired and ferruled
		Current Transformers of suitable ratings
		Water and lube oil drain outlets located on the outer surface Leading to ease of maintenance and cleanliness.
6	AUTO TRANSFER PANEL FOR 65 KVA DG Set with MOR	
	200 Amp Magnetic Contactor and MCCB	ABB / MG / Legrand / Schneider
	Auto Transfer Module	DSE or equivalent
	Auto trickle Battery Charger	DATA KOM or equivalent
	200 Amp Circuit Breaker for Inco/Out	Schneider / Terasaki (Malaysia, Japan)
7	SOUND ATTENUATED CANOPY	
	Made of 14 SWG M.S sheet of size to be given by manufacturer with inspection gates on each side with locking mechanism one door for electric panel inspection having glass for instruments visibility and louvers for air intake. The canopy will result 70 dba noise level at distance of one meter. The canopy shall be imported complete in all respect with all necessary accessories / materials. Local canopies of reputed brand and meeting the sound attenuation criteria are also acceptable.	
8	FUEL STORAGE SYSTEM	
	Type	Skid Mounted Day Fuel Tank
	Capacity	150 Liters or above
9	CABLES	
	50 mm sq cables 4 Core PVC 99.9% Cu	Pakistan Cable / Fast Cable / Newage Cable / Allied Cable
10	TESTING	
	Full Load Test Shall be conducted on site as detailed below on load Bank by the firm	Each of 15mins after installation and Commissioning of Generator sets at site on load bank by the firm. (01 Hour)
	DG Set Running at 50 % Load	
	DG Set Running at 75 % Load	

	DG Set Running at 100 % Load	
	DG Set Running at 110 % Load	
11	WARRANTY	
	Comprehensive warranty of the original generator manufacturer against all type of faults for the first three years / 2000 Hours which comes first from the date of commissioning with parts and services (including Consumables, spare parts of filter, oil & batteries as per manufacturers recommendation of equal visits) and the other two years with services only.	
TECHNICAL SPECIFICATION FOR 200 KVA		
01	200 KVA DG SET	
	Make	Cummins /Caterpillar/FG Wilson/SDMO or equivalent manufactured and Assembled in US/Western Europe/Japan
	Duty	Standby
	Output (KVA)	200 KVA @ 50 C and 500 m a.s.l
	Voltage	03-phase 4 wire System 220/400 V
	Frequency	50 Hertz
02	Engine	
	Make	Cummins/Caterpillar/Perkins/Volvo/John Deere or equivalent
	Type	In-line, 6 Cylinder
	Standby Power (KWm)	160 KWm @ 50 C and 500 m a.s. l
	Governing	Electronic
	Performance Class	G3
03	Alternator	
	Make	Stamford/Leroy Somer or equivalent
	Insulation Class	H
	Stator Winding	Double Layer Lap
	Temperature Rise	125 Deg C (Class H)
	Voltage regulation: No load to full load	2 phase sensing, + - 1%
	Pitch	2/3
	Automatic Voltage Regulator	Solid state
	Power Factor	0.8
	Ingress Protection	IP23
04	Cooling System	
	Type	Engine Mounted Radiator
	Ambient Design	50 C
05	Excitation System	
	Type	Self-Excited
06	Control System	

	Type	Advance Digital Controller, compact and microprocessor based fully configurable control unit
	Display	Digital graphic LCD display which displays voltage, current, KW, PF, Frequency, KWh.
	Protection	Built-in Short circuit protection and alternator fault protection relay
		Over speed shutdown
		Low Oil Pressure Warning / Shutdown
		High Engine Temperature Warning / Shut down
		Under speed / Sensor Fall Shutdown
		Fall to start / Fail to Crank
		Low / high Battery voltage
		High coolant temperature warning
		Low coolant level warning / Shutdown
		Emergency Stop
07	AUTO TRANSFER PANEL FOR 200KVA DG Set with MOR	
	300 Amp Magnetic Contactor and MCCB	ABB / MG / Legrand / Schneider
	Auto Transfer Module	DSE or equivalent
	Auto trickle Battery Charger	DATA KOM or equivalent
	400 Amp Circuit Breaker for Inco/Out	Schneider / Terasaki (Malaysia, Japan)
08	SOUND ATTENUATED CANOPY	
	Made of 14 SWG M.S sheet of size to be given by manufacturer with inspection gates on each side with locking mechanism one door for electric panel inspection having glass for instruments visibility and louvers for air intake. The canopy will result 75 dba noise level at distance of one meter. The canopy shall be imported complete in all respect with all necessary accessories / materials. Local canopies of reputed brand and meeting the sound attenuation criteria are also acceptable.	
09	FUEL STORAGE SYSTEM	
	Type	Skid Mounted Day Fuel Tank
	Capacity	250 Liters or above
10	CABLES	
	120 mm sq cables 4 Core PVC 99.9% Cu	Pakistan Cable / Fast Cable / Newage Cable / Allied Cable
11	TESTING	
	Full Load Test Shall be conducted on site as detailed below on load Bank by the firm	Each of 15mins after installation and Commissioning of Generator sets at site on load bank by the firm. (01 Hour)
	DG Set Running at 50 % Load	
	DG Set Running at 75 % Load	
	DG Set Running at 100 % Load	
	DG Set Running at 110 % Load	
12	WARRANTY	
	Comprehensive warranty of the original generator manufacturer against all type of faults for the first three years / 2000 Hours which comes first from the date of commissioning with parts and services (including Consumables, spare parts of filter, oil & batteries as per manufacturers recommendation of equal visits) and the other two years with services only.	

TECHNICAL SPECIFICATION FOR 500 KVA		
01	500 KVA DG SET	
	Make	Cummins /Caterpillar/FG Wilson/SDMO or equivalent manufactured and Assembled in US/Western Europe/Japan
	Duty	Standby
	Output (KVA)	500 KVA @ 50 C and 500 m a.s.l
	Voltage	03-phase 4 wire System 220/400 V
	Frequency	50 Hertz
02	Engine	
	Make	Cummins/Caterpillar/Perkins/Volvo/John Deere or equivalent
	Type	In-line, 6 Cylinder
	Standby Power (KWm)	400 KWm @ 50 C and 500 m a.s.l
	Governing	Electronic
	Performance Class	G3
03	Alternator	
	Make	Stamford/Leroy Somer or equivalent
	Insulation Class	H
	Stator Winding	Double Layer Lap
	Exciter Type	Brushless (self-excited, self-regulated)
	Pitch	2/3
	Temperature Rise	125 Deg C (Class H)
	Automatic Voltage Regulator	Solid state
	Power Factor	0.8
	Ingress Protection	IP23
04	Cooling System	
	Type	Engine Mounted Radiator
	Ambient Design	50 C
05	Excitation System	
	Type	Self-Excited
06	Control System	
	Type	Advance Digital Controller, compact and microprocessor based fully configurable control unit
	Display	Digital graphic LCD display which displays voltage, current, KW, PF, Frequency, KWh.
		Built-in Short circuit protection and alternator fault protection relay
		Over speed shutdown

	Protection	Low Oil Pressure Warning / Shutdown
		High Engine Temperature Warning / Shut down
		Under speed / Sensor Fall Shutdown
		Fall to start / Fail to Crank
		Low / high Battery voltage
		High coolant temperature warning
		Low coolant level warning / Shutdown
		Emergency Stop
		Indicating lamps for “Load On” and “Set Running”
		MCCB of suitable rating with short circuit protection
		Control fuses duly wired and ferruled
		Current Transformers of suitable ratings
		Water and lube oil drain outlets located on the outer surface – Leading to ease of maintenance and cleanliness.
07	AUTO TRANSFER PANEL FOR 500KVA DG Set with MOR	
	800 Amp Magnetic Contactor & MCCB	ABB / MG / Legrand / Schneider
	Auto Transfer Module	DSE or equivalent
	Auto trickle Battery Charger	DATA KOM or equivalent
	800 Amp Circuit Breaker for Inco/Out	Schneider / Terasaki (Malaysia, Japan)
08	SOUND ATTENUATED CANOPY	
	Made of 14 SWG M.S sheet of size to be given by manufacturer with inspection gates on each side with locking mechanism one door for electric panel inspection having glass for instruments visibility and louvers for air intake. The canopy will result 75 dba noise level at distance of one meter. The canopy shall be imported complete in all respect with all necessary accessories / materials. Local canopies of reputed brand and meeting the sound attenuation criteria are also acceptable.	
09	FUEL STORAGE SYSTEM	
	Type	Skid Mounted Day Fuel Tank
	Capacity	700 Liters or above
10	CABLES	
	240 mm sq cables 4 Core PVC 99.9% Cu	Pakistan Cable / Fast Cable / Newage Cable / Allied Cable
11	TESTING	
	Full Load Test Shall be conducted on site as detailed below on load Bank by the firm	Each of 15mins after Installation and Commissioning of Generator sets at site on load bank by the firm. (01 Hour)
	DG Set Running at 50 % Load	
	DG Set Running at 75 % Load	
	DG Set Running at 100 % Load	
	DG Set Running at 110 % Load	
12	WARRANTY	
	Comprehensive warranty of the original generator manufacturer against all type of faults for the first three years / 2000 Hours which comes first from the date of commissioning with parts and services (including Consumables, spare parts of filter, oil & batteries as per manufacturers recommendation of equal visits) and the other two years with services only.	

9. SPECIAL CONDITIONS OF THE CONTRACT: -

1. Comprehensive warranty of the original generator manufacturer against all type of faults for the first three years / 2000 Hours which comes first from the date of commissioning with parts and services (including Consumables, spare parts of filter, oil & batteries as per manufacturers recommendation of equal visits) and the other two years with services only.
2. 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 / LRH Peshawar.
3. The contractor is directed to make site visit to collect all the required data before quoting the rates.
4. 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 LRH Peshawar.
5. 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 blacklisting and the work order will be placed to the Next Successful Bidder or from the alternative sources at the cost/risk of the concerned firm.
6. At the time of contract signing, the successful firm will have to provide a certificate 10 (ten) Years parts easy availability in market.
7. All bidders shall comply with code of ethics formulated by KPPRA.
8. The supply shall be authenticated by quality assurance department of LRH and end user/Inspection committee

10. Evaluation Criteria for Procurement of Standby Diesel Generator Sets :

Total Marks (Technical Criteria + Financial Criteria): TM: 50 + 50 =100

No chance will be provided for re-submission of secondary documentation. The bidders must carefully read the instructions; Non-compliance to the stated instruction may lead to their technical disqualification.

(Technical Evaluation Marks: 50)

S #	Parameters	Sub-parameters	Total Marks: 25
	Product Evaluation		
	Conformance Specifications		
1	Compliance to Purchaser's Specifications	Fully compliance with the required Technical specifications	
	Make	Caterpillar/FG Wilson/Cummins/SDMO or Equivalent Completely manufactured & Assembled: (USA/Western Europe/Japan)	04
	Engine	Caterpillar/Cummins/Perkins/Volvo/John Deere/Kohler or Equivalent Manufactured: (USA/Western Europe/Japan)	04
	Alternator	Stamford/Leroy Somer or Equivalent Manufactured: (USA/Western Europe/Japan)	04
	Ingress Protection Class of Alternator	IP23 = 3 IP21 = 1	03
	Canopy	Sound Attenuation : 75dba@1m = 01 Imported = 02 Local Reputed Brand = 01	03
	Governor	Governing Class G3 = 03 G2 = 01 G1 = 00	03
	Load Acceptance on initial startup in single step	100% = 04 80% = 02 70% =01	04
	Country of Origin	USA/Western Europe/Japan (Mandatory with Certificate of Origin)	Mandatory

	Performance Specifications		Total Marks: 25
2	Product's Global Certifications		02
		Certificate of Origin of Equipment (Mandatory)	
		Valid ISO 9000 OR 9001 Quality Management Certificate	01
		Valid ISO 14000 Environmental Management	01
4	Product's Local Performance		03
		Similar Nature of Jobs with Satisfactory Performance Certificate for each rating from a reputed organization / institution within Pakistan (Supply order / Purchase order will not be considering as a per performance certificate) and Must be on the Institution / organization letter head. (One mark for each Certificate (successful/satisfactory completion))	03 (1+1+1)
5	Legal Requirement		06
		Manufacturer Authorization Certificate, or Partnership Deed with manufacturer (original certificate to be produced during technical evaluation) Mandatory	Mandatory
		Most Recent Audit Report duly signed and stamped by both the Chartered Accountant and company director	01
		Most recent Sales / Income Tax Return from FBR	01
		Bank statement for the last 2 years	02 (1+1)
		PEC Mechanical Code ME-03 (Mandatory) PEC Electrical Code EE-04	02
6	Technical Staff		05
	Availability of Relevant Technical Staff at local office / workshop with educational certificates / degrees and pay slips	Diploma Engineer	01
		Graduate Engineers (Mechanical + Electrical/Electronics)	04 (2+2)

7	Local Office / Workshop		05
	Registered Supplier's local office / workshop and response time for maintenance and 24/7 support	Availability of registered local office / workshop in Peshawar.	02
		Availability of workshop at National level	01
		Certificate/affidavit on the firm prescribed letter head that the firm will respond (deploy technical personal in person to resolve the fault) in case of any fault / maintenance required within 30 to 40 minutes.	01
		Availability of tools, spare parts and technical persons at local office / workshop	01
8	Warranty Period Extension		04
		Comprehensive warranty of the original generator manufacturer against all type of faults for the first three years / 2000 Hours which comes first from the date of commissioning with parts and services (including Consumables, spare parts of filter, oil & batteries as per manufacturers recommendation of equal visits) and the other two years services only. (Mandatory)	Mandatory
		Provision of the above-mentioned Warranty of 02 years of services with parts free of cost will get additional marks (2 marks for each year)	04 (2+2)

Total Marks in Technical Criteria: **50**
Qualifying Percentage in Technical Criteria: **70%**
Qualifying Marks: **35**

Financial Criteria (50 Marks):

S #	Parameters	Sub-Parameters	Total Marks:
	Price		50
		Lowest Price will get full marks. The formula to calculate the marks for the price submitted is: [Lowest Price (Fm)/Price of Bid under consideration (F)] x100 x 0.50	50

Total Marks (Technical Criteria + Financial Criteria): 100

The bidders achieving a minimum of **35** marks (i.e., 70%) out of **50** marks in the Technical Evaluation will be declared technically qualified. Financial bids of only technically qualified bidders will be opened publicly at the time to be announced by the Procuring Agency. The Financial Bids of technically disqualified bidders will be returned un-opened to the respective Bidders. After getting the financial score from the remaining **50** marks, the two scores will be combined to identify the highest-ranking firm.

Merit Point Evaluation Methodology: Contract will be awarded to the lowest evaluated responsive firm which gets the maximum marks and becomes the highest ranking in the Combined Evaluation calculated through the Merit Point Average Methodology which puts greater emphasis on non-price factors like stringent global certifications on Conformance Specifications (i.e., meeting the required technical specifications), Performance Specifications (i.e., meeting the requirements the product is designed for) leading to customer satisfaction verification, certifications of the technical staff, provision of maintenance & services, provision of training on equipment and post-warranty services etc. The following weightages will be given to the technical and financial scores:

Technical Score: 50
Financial Score: 50

11. Award of Contract:

Contracts shall be confirmed through a written agreement signed by the successful bidder and the MTI /LRH Peshawar.

12. Payment:

- a. No advance payment will be permissible.
- b. The payment will be made after successful supply, installation/inspection and test run of all requisite items.

13. Terms & Conditions

- The delivery should be made within (local item) 30 days & (imported item) 90 days.
- The Supplier should provide the 10% performance Guarantee.
- If the supply is not done within the period mentioned in the supply order, penalty @ 2% will be charged upto 15 days and beyond 15 days the penalty will be charged @ of 5%.
- Warranty/Guaranty of the above generators are 2000 Hours/ Three years which comes first comprehensive warranty of the original generator manufacturer against all type of faults with parts and services including Consumables spare parts of filter, oil & batteries as per manufacturers recommendation of equal visits) and other two years with services only from the date of successful installation.
- The bidder must register with Income / Sales Tax Department, reflected as Active Tax Payer on the list of FBR.
- The firm will provide the complete set of service manual of the above-mentioned item
- The country of origin certificated should be provided with the documents.
- The delivery & Installation at the Hospital will be the responsibility of Supplier.
- The bidder shall provide and undertaking that the bidder has not been declared black listed by any Government / Semi-Government institutions.
- The Hospital may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.

14. CONTRACT FORMS

PERFORMANCE SECURITY FORM

To:

Hospital Director
Lady Reading Hospital
Peshawar

WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [Reference number of the contract] dated / /2021 to supply *Surgical Instruments and its ancillary 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.

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

For Equipment's

Terms and conditions:

1. 1st party shall deliver and install the stock at the premises and precincts of Lady Reading Hospital, Peshawar. On CNF basis.
2. The specification, quality, quantity of goods shall be in conformity to purchase order, which shall be made part of this agreement. The first party shall include the ancillary services attached with goods.
3. 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.
4. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in contract:
 - i. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - ii. furnishing of tools required for assembly and / or maintenance of the supplied Goods;
 - iii. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - iv. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time indicated in purchase order, provided that this service shall not relieve the first party of any warranty obligations under this Contract; and
 - v. Training of the second party's personnel, at the first party's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
5. The firm will liable to complete the supply within stipulated time limit by confirming quality, quantity and timeline up to the entire satisfaction of second party.
6. The first party 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 first party 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 second party specifications) or from any act or omission of the first party, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of second party.
7. The second party shall promptly notify the first party in writing of any claims arising under this warranty.
8. The second party, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the first party, may terminate this Contract in whole or in part:
 - a. if the first party 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 second party; or
 - b. if the first party fails to perform any other obligation(s) under the Contract.
 - c. if the first party, in the judgment of the second party has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the 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.

9. The firm will be liable to complete the supply within stipulated time limit i.e 90 days after the confirmation of LC from Manufacturer
10. In case the firm failed to complete the supply till due date a penalty as per detail below will be charged from the firm.
 - a. Penalty @ 2% for late supply up to 15 days.
 - b. Penalty @ 5% for late supply beyond 15 days.

Once the maximum is reached, the second party may consider termination of the contract.

11. The 1st party shall be responsible for the transportation and transportation charges. The 1st party shall complete the supply and installation of goods within the stipulated period as mentioned in the supply order (imported items) from the date of execution of this agreement or as extended or reduce by the 2nd party. In case of failure of 1st party to supply the goods within the stipulated period, the 2nd party will be at liberty to make an alternate arrangement at the risk and cost of 1st party and the 1st party shall be liable to pay the entire cost/amount to the alternate supplier according to the demand of the 2nd party. In the event of commuting a default the 2nd party will be at liberty to take any Civil/Criminal action against the 1st party in accordance with law. A fine up to 10% of the purchase price shall also be inflicted against the first party.
12. The 1st party shall be responsible for any defect in goods or supply of goods. The entire goods will be free of any charges and encumbrance of what so nature and the 2nd party or its agent will be authorized at all reasonable time to view, check and examine the conditions of the supplied goods.
13. Upon demand made by the 2nd party at any time or from time to time, to execute all such instruments, deeds or documents which the 2nd party may in its sole discretion require, the 1st party will do the needful.
14. The 1st party will be furnish all such information as the 2nd party may at any time or from time to time required relating to the position of goods and pecuniary liability of the 1st party or otherwise whatever.
15. The first party shall not, without the prior written consent of second party, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the second party in connection therewith, to any person other than a person employed by the first party in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
16. The first party 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.
17. 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, and in any subsequent instructions ordered by the second party.
18. The 2nd party will be at liberty, at all-time and shall have the right to return the goods, provided/delivered by the 1st party with regard to quality quantity, value or otherwise fitness for use. Notwithstanding any contained hereinabove, it is hereby agreed by both parties that the 2nd party at all times be at liberty and shall have the right to cancel or reduce the quantity, without assigning any reason.
19. The 1st party shall be bound under this agreement to provide the warranty and services of equipment which must be Five years with spare parts including tube and detector from the date of installation. The 1st party shall be bound to keep available the spare parts for 08 years.

20. The 1st party shall deposit an amount of **Rs. 10%** of the purchase price as service security, which will be refundable after expiry of the period of warranty/guaranty and services after necessary adjustments.
21. The first party 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.

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.

If a Force Majeure situation arises, the first party shall promptly notify the second party in writing of such condition and the cause thereof. Unless otherwise directed by the second party in writing, the first party 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.

22. 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 contract.
23. A notice shall be effective when dispatched on the given address of the supplier in contract via above means.
24. Payment to the supplier shall be on presenting a bill in the shape of summary duly verified by finance department. The bill shall be counter verified from the end using department before clearance. Demand in violation of this clause of agreement may lead to imposition of reasonable amount of fine.
25. The goods shall be open to inspection at all times during the contractual period. The inspection of good shall be carried out by a representative from purchase, legal, quality control, finance or end using department.
26. Besides the above conditions the 1st party shall be bound to fulfill the defacing if found at any time and for the purpose shall be ready to sign and execute fresh agreement if needed.
27. Any difference or dispute which may arise between the parties of their representative agents regarding right and liabilities of the parties or any other matter relating to this deed may be referred to the **Board of Governor** and their decision will be final in all respect and the 1st party will not be authorized to sue the 2nd party before any forum, court or tribunal anywhere.

IN WITNESS WHEREOF the parties above named have executed this agreement and have carefully pursued the terms and condition embodied.

Name: _____

NIC No. _____

M/S: _____

Address: _____

Witness of First Party

Name: _____

CNIC No. _____

Address: _____

Hospital Director

Medical Teaching Institute

Lady Reading Hospital, Peshawar.

Witness of Second Party.

Name: Muhammad Tariq Khan

Associate Hospital Director

CNIC No. _____

Address: LRH/MTI Peshawar