Lady Reading Hospital (LRH)
Medical Teaching Institution (MTI) Peshawar
Contact No: 091-9211927

BSDs
For
Services for IT Equipment's for FY 2025-2027

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.

Interested bidders are required to submit the Non-Refundable fees of PKR Five thousand (5000) only in the MCB Bank "LRH Receipts Account No:0847608141003952" prior to submission of Bids. (Separate Fee should be submitted with each tender). The Receipt must be attached with the submitted bid. If the receipt not found in bids, then the said bidder will be considering Disqualified.
i. (Original receipt in financial bids)
ii. (Copy of receipt in technical bids)

Manager Material Management LRH/MTI Peshawar	AD Legal LRH/MTI Peshawar	System Engineer LRH/MTI Peshawar
Manager MIS LRH/MTI Peshawar	Deputy Director MIS LRH/MTI Peshawar	Finance Director LRH/MTI Peshawar
Associate Hospital Director LRH/MTI Peshawar	Nursing Director LRH/MTI Peshawar	Medical Director LRH/MTI Peshawar

Hospital Director
LRH/MTI Peshawar

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INVITATION FOR BIDS

"TENDER NOTICE"

Notice Inviting Tenders through E-Bidding (EPADS)

Sealed Bids are invited for the supply of following items for LRH-MTI Peshawar through KPPRA EPADS. Tender should have to upload on E-PADS and submit the Hard copy to the office of the undersigned on or before **respective dates** at **11:00 AM** as mentioned in NIT which will be opened on the same day at **11:30 AM** in presence of bidders or their representatives at the Committee Room/AHD office. The Bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid in favor of Hospital Director, Lady Reading Hospital Medical Teaching Institution Peshawar. The rates should be quoted in FOR/C&F.

TERMS AND CONDITION:

1. The interested Firms must be registered with KPPRA EPADS.
2. The EPADS registered Firms will submit their bids online through EPADS portal and as well the original bid hard copies to LRH-MTI Peshawar.
3. Any E-bidder, who provides false, or materially inaccurate or incomplete or do not send original bid documents in Hard Copies will be disqualified.
4. Pre-bid Meeting will be held on respective dates at **11:00 AM** in the office of Manager Material Management LRH-MTI Peshawar.
5. Only typed tender on original prescribed letter pad, **sealed & signed with proper binding should be submitted**, the quoted Price must be printed, and hand written quoted price is not being acceptable. The tenders must be according to hospital specification; **double rates** for one item and conditional bid will not be accepted.
6. For Single Stage Two Envelops, the envelopes shall be marked as "**TECHNICAL BID**" and "**FINANCIAL BID**" and **BOLD** and **LEGIBLE** letters to avoid confusion. Similarly, the bidder shall seal both bids in separate envelops. The said two envelopes shall then be sealed in an outer envelope.
7. The tender must be according to Bid Solicitation Documents (BSDs) of each Tender.
8. The Income Tax, stamp duty and Professional Tax or any other Government applicable taxes will be charged as per rules. (Only those firms will be honored that are on Active Taxpayer's List of FBR).
9. A detailed Bid Solicitation Documents (BSDs) can be download from the official website of EPADS www.portalkp.eprocure.gov.pk or also available on our web-site www.lrh.edu.pk.
10. The EPAD Tender form will be filled neatly and clear scan copies of the same and CDRs will be uploaded at the time of apply (bid submission) through EPADS.
11. **The bid security in the shape of CDR will be accepted only.**
12. The competent authority has the right to reject all bids under Rule 47 of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules 2014 after giving valid reason.
13. **KPRA is Mandatory for all services/Auctions tenders.**
14. LRH's FTN Number is 9050181.
15. **Interested bidders are required to submit the Non-Refundable fees of PKR Five thousand (5000) only in the MCB Bank "LRH Receipts account No:0847608141003952" prior to submission of Bids. (Separate Fee should be submitted with each tender).**
16. **The Original Receipt must be attached in the technical bid. If the receipt not found in bids, then the said bidder will be considering non-responsive.**
17. **Note: Text in Bold will be treated as mandatory.**

Associate Hospital Director	**Hospital Director**
Lady Reading Hospital	**Lady Reading Hospital**
Peshawar	**Peshawar**

Address of Pre-Bid Meeting & Bid Submission/Opening:

Lady Reading Hospital/MTI Peshawar, Khyber Pakhtunkhwa, **Telephone(s): 0092-91-9211430**

INSTRUCTION TO BIDDERS

Date______ Department

A. The bidder must submit the proposals in sealed envelopes and as per specified procurement procedures.

B. The proposal shall be clearly marked on the outer side of the envelope “technical proposal” “financial proposal” or technical and financial proposals as the case may be.

C. The proposal shall be typed in New Times Roman with font size 12 and single spacing. Any hand written part or full proposal (either technical or financial) shall be rejected and shall be in English.

D. The proposals must contain a transmittal letter on the bidder’s letterhead, duly stamped by authorized representative.

E. The envelopes shall contain the name, address, contact/mailing details of the bidders and Procuring Entity.

F. The proposal shall contain the copy of registration with one of the mandated authorities of Government of Pakistan along with the national tax number certificate.

G. The proposal shall contain sales tax registration certificate (optional).

H. The proposal shall have complete work plan and delivery schedule without which no weightage will be given in accordance with the bid evaluation criteria.

I. The bidder shall specify bid validity period in days, the submitted bid < Lady Reading Hospital> may under exceptional circumstances request for extension in bid validity period and the same shall not be exceeded of the original bid validity period.

J. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short listed, no such association will be allowed.

K. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.

L. The proposals should be in accordance with enclosed specifications and technical design (if any).

M. The bidder shall submit an affidavit that his firm is not in blacklist by the concerned procuring entity.

N. Submit statement of any history of litigation or ongoing.

O. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.

P. The procuring entity may offer for re-biding in case the proposal does not satisfy its professional requirements.

Q. “OPTIONAL”. The procuring, entity may ask for a performance bank guarantee at 10% of the total contract value. This bank guarantee should be from a scheduled bank.

R. Contract will be signed with the successful bidders and its terms and conditions will govern as per the contract agreement.

S. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).

T. BID SECURITY:

Bid security @ 200,000 - in shape of Call Deposit/Bank Guarantee (refundable) drawn in favor of “Hospital Director LRH Hospital” should be kept sealed in the financial proposal. An affidavit is mandatory in the technical bid that bid security is placed in the financial proposal.

The bid security may be forfeited:

If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

In the case of a successful Bidder if the Bidder fails to sign the contract.

U. BID VALIDITY:

The bids should be valid for a period of 180 days.

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 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.

9. STATEMENT OF REQUIREMENT WITH SPECIFICATION

MODEL	DESCRIPTION	QTY	UOM	EAN CODE	UPC CODE	HW SERIAL NO.	Price
Services with Parts							**Parts warranty charges with Service**
LOT-1							
Ocean Stor 2600 V3	2600 V3 (2U. Dual Ctrl, AC, 32 GB, 2*6* GE,2.5*2.5", SPE23C0225)_Co-care Standard 2600 V3 Controller	1					
	Basic software License (Including Device Management, Smart thin, smart multi tenant, smart migration, smart erase, smart motion, smart config, ultra path, system reporter, e service, NFS, CIFS, NDMP, smart quote)_Hi-care application software upgrade support service ocean stor 2600 V3 basic software license for block.	1					
Ocean stor 2600 V3	3.84 TB ssd SAS Disk unit (2.5")_Co-care standard ocean stor 2200/2600 3.84 TB SSD	8					
	Data protection software suite license (Including hyper snap, hyper copy, hyper clone, and hyper mirror)_Hi-care application software upgrade support service ocean stor 2600 V3 data protection software suit	1					
	Performance speed up solution suite license (Including smart tier, smart cache, smart Qos and smart partition)_ Hi-care application software upgrade support service ocean stor 2600 V3 performance speed up solution suite	1					

LOT-2							
2288H V5 Server	2288H V5 (25*2.5 inch HDD Chassis, with 2* GE and 2*10GE SFP + (Without optical transceiver) H22H – 05 (For oversea) Co-Care remote support 2288/2288H V5	2					

10. SPECIAL CONDITION OF THE CONTRACT

1. **Lot 1 SLA will be valid till 31/12/2026.**
2. **Lot 2 SLA will be valid till 31/05/2027.**
3. Bidder should be authorized partner of OEM.
4. Support Services should be provided around the clock 24/7.
5. The proposal/quotation should have all information in details with respect to scope of work and value-added services.
6. Bidder shall submit complete profile of the firm and item in “TECHNICAL PROPOSAL”.
7. OEM must have in-country presence (Office and Depots) for the past 10 years
8. On-site support from vendor is required and make sure uptime should be 95%.
9. The prices quoted should be inclusive of all taxes.
10. All Hardware Licenses should include in the support.

11. EVALUATION CRITERIA

TECHNICAL EVALUATION CRITERIA

S #	Description	Range	Marks	Remarks
1	Company registration with SECP		10	
2	Valid KPRA registration		Mandatory	
3	Company should be Huawei Authorized partner / Distributor		Mandatory	
	Bidder should have office in Peshawar		Mandatory (Rent / Land agreement copy must attached)	
4	**Years of Experience** (2 Marks for each year)	01 to 03 years	06	Agreement/ Purchase order must be attached, only SLA based service PO's will be accepted.
		04 to 6 Years	**12 (Max)**	
5	**Projects Completed/Satisfactory Performance Certificate (Purchase Order/Supply order will not be considered as Satisfactory Performance Certificate) (Two Marks for each said certificate)**	01 to 03 Projects	06	List of the projects along with contract documents , Satisfactory Performance Certificate.
		04 to 06 Projects	12	
6	**Human Resource** **(Master in IT or related field for Project Manager, B.SC IT for IT Engineer & Diploma in IT for IT Technician)**	Project Manager	06	Degree / Diploma / Certifications must be attached
		IT Engineers (2 marks for each Engineer)	04	
		IT Technician (2 marks for each Engineer/Technician	04	
7	**Financial Capabilities** **(Annual Turn Over)**	5 M to 10 M	05	Relevant record/ IT 1, IT 2, Showing net annual sales
		11 M TO 15 M	08	
		16 M & above	12 (Max)	
8	**Bidder must have its own network operations center (NOC)**	Last 03 Years	03 (Max)	**Onne Mark for each year**

9	**Annual Tax Returns of FBR**	Last 03 Years	03 (Max)	One Mark For each year
10	**OEM must be ISO 9001:2015 or Higher Certified**	ISO 9001:2015 or higher Certified	04 (Max)	Relevant Certification
Total Marks			**70**	

Total Marks in Technical Criteria: **70**
Qualifying Percentage in Technical Criteria: **70%**
Qualifying Marks: 49
Financial Criteria (30 Marks):

S #	Parameters	Sub-Parameters	Total Marks:
	Price		**30**
		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 0.30	30

Bids having items not fulfilling/in compliance with the required specifications shall be treated as non-responsive bids.

GENERAL TERMS AND CONDITIONS

1. Following are the details regarding request for quotation for [insert title of the procurement].

Matrix to be filled by the bidder as per the instructions laid down here.

2. **General Terms and Conditions** Following are the General Terms and Conditions

n) The KPPRA Rules and SBDs are the subpart of this BSDs

o) The above details shall be submitted in a sealed envelope

p) "If Required by Procuring Entity" Sample must be submitted separately. In case samples are not provided, quotation will be considered non-responsive.

q) The Supplier (s) must be registered with the Sales Tax authorities.

r) Warranty of Goods shall be provided as per Manufacturer standards or as mentioned in the "Technical criteria".

s) The quotation (s) must remain valid for financial year.

t) All the suppliers quoted rates must be inclusive of all applicable Government taxes during the contract period. In case any supplier has not done so, the procuring entity while comparing the offers will consider it as inclusive of all applicable taxes of each item.

u) The request for quotation is non-transferable.

v) Quotations must be submitted/uploaded to EPAD on or before the given time and date to the officer-designate for the purpose. No late quotation for any reason whatsoever, will be considered.

w) NTN certificate shall be enclosed.

x) Each supplier can only submit one offer / quotation (Double rate will not be accepted and considered non-responsive for said item).

y) The quotation must carry the firm stamp and authorized signatures of the representative of the Bidder.

z) The procuring entity may reject all bids or proposals at any time prior to the acceptance of a bid or proposal specifying the grounds for rejection of bids.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

A. LANGUAGE

All communications and documentations related to procurements shall be in English.

B. PLACE AND TIME OF DELIVERY (Optional)

The Supplier/Vendor/bidder shall as may be required by the Procuring entity either deliver free at, places detailed in the said Schedule, the list and Quantities of the goods detailed herein and the goods shall be delivered out not later than the dates specified.

Delivery Schedule

Ser. #	Item / Deliverable	Date of delivery	Place of delivery	Verification	Acceptance

C. VARIATIONS / REPEAT ORDERS

The Procuring entity may during the execution of the Contract, by notice in writing may direct the supplier to alter, amend, omit, add to or otherwise vary any part of the Schedule, in agreement with the Service Provider, and the Service Provider shall carry out such variations and be bound by the same conditions. Provided that repeat orders are within a period of six months, and that it does not exceed fifteen percent of the original contract value as per KP Public Procurement Rules 2014.

D. INSPECTION of Goods on Delivery (whole applicable)

The goods shall be inspected by the inspecting team of the Procuring entity for quality/quantity etc at the agreed location/warehouse of the Procuring entity before the goods are provided/supplied at their final destination.

Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity and quality claims. In case the goods are not found in conformity with the contracted quality/specifications, procuring entity shall have the right to lodge claims within 30 days from the date of inspection of the goods.

In case of dispute by the supplier, joint re-inspection of the supplied material shall be carried out, at the cost of the supplier, in presence his or his authorized representative either at a laboratory designated by the procuring entity or by a neutral independent entity as jointly agreed.

E. PACKAGING

Material should be packed suitably in appropriate wooden/metallic boxes/containers/pallets in such a manner that the goods are not lost or damaged in handling/transportation and the packing should be suitable enough to reach at the stores of procuring entity safely.

Each pack or container should clearly indicate the following information:

- Purchase Order Number and date.
- Name of Product/Deliverable.
- Quantity
- Gross and net weights
- Name of Manufacturers/service providers

Manufacturer's instructions regarding the maximum storage life of the product and the storage conditions must be followed.

Material/works/service should be delivered at the stores of procuring entity in original packing of the manufacturer.

Where applicable, manuals containing instructions of the manufacturer about the application (in use) of the item should be provided in English. If required by Procuring entity, technical experts should be sent by the manufacturer for application of the item at site.

F. PERFORMANCE BANK GUARANTEE (OPTIONAL)

Successful bidders shall furnish a Performance Bank Guarantee of 10% (where applicable) of value of Purchase Order/Tender price/Contract on the proforma prescribed provided that the guarantee is issued by any of the approved Banks within 20 days of issuance of the letter of acceptance. The performance guarantee shall remain valid throughout the execution of purchase order/contract and shall be returned within 10 days after the expiry of warranty period and satisfactory performance

If such Guarantee is issued by a foreign bank, it should be countersigned by a Pakistani bank on the approved list of banks.

If Procuring Entity deem necessary may hold CDR for the contract period.

G. FORFEITURE OF PERFORMANCE BANK GUARANTEE

The Performance Bank Guarantee may be forfeited if the service provider fails to deliver or supply goods in accordance with the terms and conditions of the Purchase Order or commits any breach of the Contract / Purchase Order.

H. Award of Contract:

The contract will be awarded to Lowest (with approved samples) or HRFB bidder in the competition.

I. PAYMENT CLAUSE

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

Payment shall be made on production of the following documents: -

a. The Supplier/Vendor submits manually signed invoice certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.____, Material Receiving Report No.____, and Acceptance Note No.____, with date, price/rate of each item.

b. Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
c. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
d. Valid Income Tax Exemption Certificate (otherwise Income Tax at current applicable rates shall be deducted from the invoice). (where applicable)
e. National Tax Number.
f. Sales Tax Registration Number.
g. Certificate in original issued by any one of the Independent Inception (where applicable).
h. Bank Account Number and Branch.
i. Recovery of all applicable taxes at source should be made as per rules.

DETAIL OF STANDARDS (if applicable)

Delivery / Deliverable accepted since it meets acceptable / best quality standards (5/4)

(Assessment /Evaluation Officers)
Name and Designation

K. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER

The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.

The suppliers shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project (representing consultant firm /organization). The Project Coordinator shall have the qualifications as may be agreed between the client and the consultant.

The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices.

The supplier shall act a

t all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Client such information relating to the Services as the Client may from time-to-time reasonably request.

Except with the prior written approval of the Client, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services without prior consent of the service providers

The supplier agrees that no proprietary and confidential information received by the supplier from the Client shall be disclosed to a third party unless the supplier receives a written permission from the Client to do so.

Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement: -

Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.067% per day (2% per month) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value.

Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;

Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, procuring entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; or

Recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.

L. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

Procuring Entity shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KP Public Procurement Rules 2014.

If a bidder is not satisfied with the decision of the Committee, he may take recourse to the KPK PPRA.

The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by KP-PPRA in accordance with the KPPRA Law.

M. INDEMNITY

The supplier shall at all times indemnify the procuring entity against the claims which may be made in respect of the goods for infringement of any right protected by patent, registration of design or trade mark and shall take all risks of accident of damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract; provided always that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the procuring entity, it shall notify the supplier of the same and the supplier shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise there from.

N. SUB-LETTING CONTRACT

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Service provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

O. BRIBES COMMISSION ETC.

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the procuring entity, shall in addition to any criminal liability which he may incur, subject the contractor to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation under clause 8 hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive.

P. Termination (of the contract agreement)

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and full and final payment has been made.

Termination by the Client

The Client may, by a written notice of thirty (30) days to the supplier, terminate this Agreement. All accounts between the Client and the Service provider shall be settled not later than sixty (60) days of the date of such termination.

Termination by the Supplier

The supplier may suspend the Agreement by a written notice of thirty (30) days.

Q. FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

R. APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPP Rules 2014.

S. CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

T. NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client
To: The Supplier

or to such other address as either of these Parties shall designate by notice given as -- required herein. Notices shall be effective when delivered.

BANK GUARANTEE FORM IN RESPECT OF BID SECURITY (to be furnished on non-judicial stamp paper of appropriate value)

Procuring Officer

Procuring entity and its address

1.____M/s through their agent ______________________________________ (hereinafter called the supplier) are submitting their offer against your tender enquiry No. _______________ for ____ due on _________ and have requested us to issue a bank guarantee for ______________ in your favor as bid security to ensure their compliance with conditions of the tender.

2. The Guarantor waiving all objections and defenses and under the aforesaid contract, hereby unconditionally, irrevocably and independently guarantees to pay to procuring entity without delay upon procuring entity's first written demand any amount claimed by procuring entity up to the sum named herein, on procuring entity written declaration that the bidder has refused or failed to fulfill any of the terms of the tender / bid or committed any breach of the tender / bid.

3. Notices in writing of any such breach, of which the Buyer shall be the sole Judge, as aforesaid, on the part of the bidder shall be given by the Buyer to the Guarantor and on each first demand, payment shall be made by the Guarantor of all sums then due under this guarantee unconditionally and without any reference to the bidder or any other person and without any objection.

4. This guarantee is valid up to three months from date of opening of tender. In case the tenderers / bidders are awarded a contract for supply of goods / works / services as per tender enquiry / letter / RFP quoted above, the guarantee will remain valid up to the date of furnishing of an acceptable performance bond on Procuring entity's format.

5. Claim if any must reach us in writing on or before the expiry date after which we will no longer be liable to make payment to you

6. Our liability hereunder is limited to NAME OF THE BANK ______________________________

WITH ADDRESS

AUTHORISED OFFICER OF THE BANK

PERFORMANCE BANK GUARANTEE FORM IN RESPECT OF PURCHASE ORDER / CONTRACT AGREEMENT

(to be furnished on non-judicial stamp paper of appropriate value)

WHEREAS <name of procuring entity> having its registered office at _________ , by an

agreement made between ____________________________________ (hereinafter called

the supplier/service provider) has awarded the contract (hereinafter called the contract) vide agreement / letter / P.O. No. dated for the supply of goods / works / services specified in the said Purchase Order / contract agreement.

AND WHEREAS in accordance with the provisions of clause _________________________ of

the Contract/Purchase Order the supplier is required to furnish a bank guarantee for the due performance and observance of all the terms provisions and stipulations of the Contract/Purchase Order by the service provider and the service provider has requested Bank Limited to issue the said guarantee for an amount of

Rupees ______________________ (Rs. _______) equivalent to <specify %> of the total value shown in the purchase order.

In consideration of the premises we __________ Bank Limited _____________ hereby

guarantee irrevocably and unconditionally forthwith to pay to the procuring entity without reference to the service provider on the first demand of the procuring entity in writing stating that the service provider has committed a default under the Contract/Purchase order without any further statement of the particulars of such default and notwithstanding any contestation by the supplier an amount not exceeding Rupees

And we__________Bank Limited hereby further declare that no alteration in the terms of the Contract/Purchase Order or in the scope extent or nature of supplies therein and no allowances of time by the procuring entity under the Contract /Purchase Order nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Contract/Purchase order on the part of procuring entity shall in any way release this Bank from any liability under this guarantee.

The validity of this guarantee shall expire after _______ days on ______ of the completion of delivery of supplies to the procuring entity by the supplier in conformity with the provisions of the Contract/Purchase Order. After its expiry the procuring entity shall return this guarantee to the Supplier for cancellation by this bank.

NAME OF BANK

WITH ADDRESS

AUTHORISED OFFICER OF THE BANK

PURCHASE ORDER / CONTRACT AGREEMENT

The purchase order is the simplest form of contract for procurement between the procuring entity and the supplier. It is used to form a contract by accepting the successful bidder's quotation, where no contract award notice or detailed contract document is required. The purchase order defines the goods to be supplied, the price to be paid for the goods, works or services and the delivery period required.

2. The purchase order shall carry the following information:

- the name of the supplier;
- the date of issue of the Purchase Order;
- the delivery address;
- the name of the procuring entity purchasing the items;
- the Requisition Number;
- the Purchase Order Number;
- the quantity of each item required;
- any part or pattern number for each item;
- a brief description of each item;
- the unit cost or rate for each item; and
- the delivery period and whether the delivery is to be made in lots.

3. For detailed contract agreement, use the General Conditions of Contract, provided herein. Insert, special conditions, if the procuring entity deems it suitable.

1. BLACKLISTMENT OF DEFAULTED BIDDER/CONTRACTOR

Conditions for Blacklisting of Bidder/Contractor under rule 44 of KPPRA Rules 2014

The following are the events which would lead to initiate (Rule 44 of KPPRA Rules 2014) blacklisting/debarment process;

- Consistent failure to provide satisfactory performances.
- Found involved in corrupt/fraudulent practices.
- Abandoned the place of work permanently

Conditions for debarment of Defaulted Bidder/Contractor

- Failure or refusal to;
- Accept Purchases Order / Services order terms;
- Make supplies as per specifications agreed:
- Fulfill contractual obligations as per contract
- Non-execution of work as per terms & conditions of contract.
- Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.

- Persistent and intentional violation of important conditions of contract.
- Non-adherence to quality specifications despite being importunately pointed out.

Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the Lady Reading Hospital MTI Peshawar.

Procedure for blacklisting and debarment

1. Competent authority of Lady Reading Hospital MTI Peshawar may on information, or on its own motion, issue show-cause notice to the bidder.

2. The show-cause notice shall contain the statement of allegation againstthe Bidder.

3. The bidder will be given maximum of seven days to submit the written reply of the show cause notice.

4. In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-parte against the bidder.

5. Direct to issue notice of personal hearing to the bidder/ authorized representative of the bidder and the competent authority shall decide the matter on the basis of available record and personal hearing, if availed.

6. The competent authority shall decide the matter within thirty days from the initiation of proceedings.

7. The order of competent authority shall be communicated to the bidder by indicating reasons.

8. The order past as above shall be duly conveyed to the PKPRA and defaulting bidder within three days of passing order.

9. The duration of debarment may vary up to five years depending upon the nature of violation.

2.REDRESSING OF GRIEVANCES

1. The purchaser shall constitute a committee comprising of disagreed & notified by the competent authority proper powers and authorizations to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
2. Any bidder feeling aggrieved by any act of the purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than 03 days after the announcement of the bid evaluation report.
3. The grievance redressed Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint. The report along with decision shall be forwarded to the purchaser officer within the prescribed period.
4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
5. Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance.

AGREEMENT DEED

This agreement is made on this day /0 /20 for the fiscal year between M/s ____________________ Address Address**:**

____________________________ Through: ______________________ S/O**:**__________________ NIC No: _______________________

Designation**: CEO** referred as 1st Party, which expression shall unless repugnant to the context mean and include his heirs, executors, administrators, successors and assigns).

And

The **Lady Reading Hospital, Medical Teaching Institute, Peshawar, through its Hospital Director** (hereinafter referred as 2nd Party which expression shall unless repugnant to the context mean and include his heirs, executors, administrators, and assigns

WHEREAS the 1st party has agreed to supply ________________________ FY (hereinafter referred as goods) out of the fresh stock to the 2nd party on the following terms and conditions: -

Definitions:

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) "The Supplier" means the individual agent of firm or firm supplying the Goods and Ancillary Services under this Contract.
f) "The Project Site," where applicable, means the place or places named in this contract.
g) "Day" means calendar day.

Terms and conditions:

1. 1st party shall deliver and install the stock at the premises and precincts of Lady Reading Hospital, Peshawar. On the CNF base.
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.

9. "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.
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 furnishing 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 three years with spare parts from the date of installation and 2 years without spare parts. The 1st party shall be bound to keep available the spare parts for 10 year.
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 it's 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. The price shall be as per approved rates during procurement prices which shall be considered as part of this agreement.
25. The goods supplied shall be conformity to specification provided in bid solicitation document which shall be made part of this agreement.
26. The quantity of good shall not exceed the quantity provided in bidding documents, which shall include the tender notices, TORs, BSDs, technical evaluation reports financial evaluation report and minutes of purchase committee.
27. In case the goods not confirmed to quality, quantity and specification as provided in bidding documents the goods shall be return to the suppliers. The supplier shall be liable to fine as mentioned in clause-10 as well as penalty which may extended to 10% of the purchase price.
28. The firm/ supplier carries out all verbal / written orders of the hospital regarding all matters, concerning goods in letter & spirit, Willful default shall lead to cancellation of contract a fine which may extended to Rs. 50,000/-.
29. 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.

30. 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.
31. 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.
32. 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…………………………………

CNIC No…………………………………

M/S …………………………………………

Address……………………………………..

…………………………………….

Hospital Director

Medical Teaching institute

Lady Reading Hospital,
Peshawar

Witness of the first party

Name ……………………………………

CNIC No ……………………………….

Address ……………………………….

Witness of the Second party

Name……………………………….

CNIC No …………………………..

Address……………………………