



BID SOLICITATION DOCUMENTS

“INKJET X-RAY BLUE FILM” “Single-Stage Two Envelop Procedure”

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

INTRODUCTION:

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

Hospital Director, Medical Teaching Institution, Mardan Medical Complex (MTI-MMC) Mardan invites sealed bids under National Competitive Bidding for the **PROVISION OF INKJET MEDICAL X-RAY BLUE FILMS** in light of rule 6 (2) (b) “**Single Stage Two Envelope**” procedures of KPPRA Rules 2014, from Manufacturers their Authorized Dealers, Importers or General Order Suppliers registered with the Income / Sales tax, reflected on Active Taxpayer List of FBR.

A. INSTRUCTIONS TO BIDDERS:

1. This Bidding shall be carried out under Single Stage Two Envelop procedure of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KP-PRA) Laws, Rules made there under along with Standard Bidding Documents.
2. Each envelope shall contain separate Technical and Financial bid clearly marked in bold & legible letters.
3. Bidding shall be carried out initially for a period of one year under Framework Contract in light of rule 31-A of KP-PPRA Rules 2014, extendable to another year up-to a maximum of three years.
4. All the bidders are required to provide annexure wise complete requisite documents with page marking.
5. **PRE-BID Meeting** with the interested bidders shall be held on 19-11-2024 (Tuesday) at 10:30 AM in conference room of the administration block of MTI-MMC Mardan.
6. Both Technical Bid and Financial Bid should reach on or before 26.11.2024 (Tuesday) till 11:00 AM in two separate sealed inner envelopes marked "1-Technical Bids" and "2-Financial Bids" which should be packed in one outer envelope.
7. The technical bids will be opened on **26.11.2024 (Tuesday) at 11:30 AM** in presence of the bidders/representatives who choose to attend, while the financial bids will be opened later on after the evaluation of technical bids.
8. Financial bids of only technically qualified responsive bidders will be opened while the financial bids of technically unqualified bidders will be returned unopened.
9. Bidders are required to submit bid security (in original) of an amounting to Rs. 3,00,000/- (Three Hundred Thousands Only) in the form of Call Deposit Receipt (CDR) / Demand Draft (DD) / Bank Guarantee or Pay Order in the name of "Hospital Director MTI-MMC Mardan".
10. The firms shall provide their complete information along with its postal as well as valid email address and phone number/s on each of the respective envelope.
11. Any bid received after the deadline for submission shall not be entertained and shall be returned unopened to the Bidder.
12. The bid should be completed in all respect and must be signed by the bidder.
13. The rebate quoted by the bidders will be considered without any applicable taxes and duties by the Government.
14. Bidders should be financially sound have proper office and every possible contact information telephone number and fax number in Khyber Pakhtunkhwa.
15. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.

16. 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.
17. 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.
18. An integrity pact attached must be signed and stamp on letterhead of the bidder otherwise bid shall be declared as non-responsive.
19. The bidder must attach the original receipt along with the bidding document submitted to this institution. In case of photocopy, bank draft of equal amount must be attached.
20. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
 - a. Received without Bid Security;
 - b. Received after the deadline of submission of bids.
 - c. The tender document and the bid is unsigned;
 - d. The offer is ambiguous;
 - e. The offer is conditional i.e. advance payment, or currency fluctuations etc.;
 - f. The offer is from blacklisted firm in any Federal / Provincial Govt. Deptt:
 - g. Hand written bids shall NOT be accepted, it must be typed.
21. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.
22. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
23. The competent forum shall investigate and decide upon the complaint within Seven days of the receipt of the complaint. Bidder not satisfied with the decision of the procuring entity may lodge an appeal to KPPRA under section 35 of KPPRA ACT 2012.
24. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
25. In case of Bid Tie, the contract will be awarded to the firms secures higher technical marks.
26. Any direct or indirect effort by a bidding firm to influence this institution during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the MMC's future bids.
27. Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

B) GENERAL CONDITIONS OF THE CONTRACT

1. Definitions

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

2. Application

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

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

Further elaborated in the SCC.

- 3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Government

- 5.1 The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.
- 5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.

6. Patent Rights

- 6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

7. Performance Security

- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
 - b. a cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

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

country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.

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

9. Packing

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

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

10. Delivery and Documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and / or maintenance of the supplied Goods;

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

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

14. Spare Parts

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

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

15. Warranty

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

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

16. Payment

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

17. Prices

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

18. Change Orders

- 18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;

- b. the method of shipment or packing;
- c. the place of delivery; and/or
- d. the Services to be provided by the Supplier.

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

19. Contract Amendments

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

20. Assignment

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

21. Subcontracts

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

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

22. Delays in the Supplier's Performance

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

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to

GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

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

24. Termination for Default

24.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.
- c. if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it

deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

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

27. Termination for Convenience

- 27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
- a. to have any portion completed and delivered at the Contract

terms and prices; and/or

- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

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

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

32. Taxes and Duties

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

DAILY EXPRESS

روزنامہ
اکسپریس
پشاور

پاکستان کے 11 شہروں سے ایک وقت شائع ہونے والا واحد اخبار
بدھ 23 نومبر 2024ء بمطابق 8 قیامت 40 روپے

THURSDAY, NOVEMBER 7, 2024

Firms for supply of Blankets:
The bidding documents, instructions / terms and conditions may be downloaded from NDMA's website www.ndma.gov.pk and PPRA website. Pay Order of Rs. 10,000/- (Non-refundable) should be deposited at the time of submission of documents/ bid as tender fee.
The documents must reach the undersigned before **1100 hours on 25th November, 2024**. Bids will be opened on the same day at **1130 hours**.

Shahbaz Mustafa
Director (Procurement)
National Disaster, Management Authority Islamabad
Tel: 051-9030740, 051-9030854

PID (I) No.2067/24



**OFFICE OF THE HOSPITAL DIRECTOR
MEDICAL TEACHING INSTITUTION (MTI)
MARDAN MEDICAL COMPLEX MARDAN**



Phone# +92-937-9230051 | Email: Info@mmckp.gov.pk | Web: www.mmckp.gov.pk
IFB No.02/Goods/Oct,2024

INVITATION FOR BIDS

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

Hospital Director, MTI-Mardan Medical Complex (MMC) Mardan invites sealed bids under rule 6 (2) (b) of KP-PPRA Rules 2014 for the following objects from Manufacturers, Authorized Dealer, Importer or General Order Suppliers registered with the Income / Sales tax, reflected on Active Taxpayer List (ATL) of FBR:

S#	Object Description	Procedure	Pre-bid Meeting
1.	Surgical Disposables & Implants for Fair Price Pharmacy & SSP MMC Mardan	Single Stage Two Envelope	19-11-2024 (Tuesday) 10:30 AM
2.	Inject X-Ray Films with Complete System	-do-	-do-
3.	Local Purchase of Medicines & Surgical Disposables MMC Mardan	-do-	20-11-2024 (Wednesday) 10:30 AM

Bidding shall be carried out initially for a period of one year under Framework Contract in light of rule 31 -A of KP-PPRA Rules 2014, extendable to another year up to a maximum of three years.

Bid Solicitation Documents containing detailed descriptions including evaluation criteria and other terms & conditions, may be obtained from the office of the undersigned between 09:00-15:00 hrs on any working day (Monday to Friday) by depositing a sum of Rs.3000/- as "Non-Refundable" from the date of publication of this advertisement in the newspaper till last date for submission of bids. The advertisement may also be downloaded from www.kppra.gov.pk and www.mmckp.gov.pk websites.

Bidders are required to submit bid security (in original) mentioned in the bid solicitation documents against each category in the form of Call Deposit Receipt (CDR) / Demand Draft (DD) / Bank Guarantee or Pay Order in the name of "Hospital Director MTI-MMC Mardan".

The rates offered by the bidders shall also be considered for the Sehat Sahulat Pharmacy as well as for Shahred Mocharria Benazir Bhutto Children Hospital (SMBBCH) being a part of the MTI Mardan. Each envelope (for all categories) shall contain separately Technical and Financial bid clearly marked in bold & legible letters. The firms shall provide their complete information along with its postal as well as valid email address and phone number/s on each of the respective envelope.

Bids complete in all respect should reach the undersigned by 11:00 PM on 26-11-2024 (Tuesday). Only Technical Bids shall be opened at 11:30 PM on the same day in conference room of the institution 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.

INF(P) 2947 / 24

**HOSPITAL DIRECTOR
MTI-MMC MARDAN | 0937-9230431**

3) ELIGIBILITY CRITERIA:

Bidders for Provision of Inkjet Medical X-Ray Blue Film including Printers along with maintenance must give compliance to the below mentioned clauses as these are mandatory to being eligible for the bidding process. Relevant certificates must be attached.

1. Manufacturers their Authorized Dealer, Importers or General Order Suppliers for the Inkjet X-Ray Blue Films.
2. The bidder should be registered with Income / Sales Tax Department, reflected as Active Tax Payer on the list of FBR.
3. The bidder should have at least ONE Installation of the same services in any Public / Private level Hospital till last date of submission of tender. The installations mentioned by the bidder in their offer should be functional and performance certificate for the same issued by the user concerned also be attached with the offer.
4. Joint venture / consortium are NOT ELIGIBLE for this tender.
5. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.

Eligible Services:

All services to be provided under the contract shall include related services such as transportation, installation, commissioning, repair and maintenance, routine, servicing, calibration, and training.

4. BID SECURITY

- a. Bid security of an amounting to Rupees. 300,000/- (in original) in the form of Call Deposit Receipt (CDR) / Bank Draft (refundable) or Pay Order in favor of "Hospital Director MTI-MMC Mardan".
- b. 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.

**STATEMENT OF REQUIREMENTS
INKJET X-RAY BLUE FILM**

Specifications:

Thickness should be 210.

Ink: Dye / pigment

Size: 8*10

Packet quantity: 100 sheets.

Film quality should be 100% (imported).

Film packing (should be imported) with a single brand name

Import documents X-Ray films shall be provided at a time of bid submission.

In each section, there should be 1 printer installed and additionally 3 printers should be standby.

Note:-

- ✓ ***Compatible Printer (latest model) shall be provided by the successful bidder.***
- ✓ ***The contractor shall install separate printers (where required).***
- ✓ ***Spare parts, ink and repair & maintenance shall also be provided by the successful bidder without claiming any additional charges.***
- ✓ ***The contract shall stock sufficient stock to cater any type of emergency and shall provide the same within 24 hours.***

EVALUATION CRITERIA

1. The bids / proposals shall be evaluated on the basis of bid solicitation documents and evaluation criteria mentioned below.
2. A proposal shall be rejected during the technical evaluation if the bid does not fulfill the minimum specified requirements (technical specifications) OR if it fails to achieve the minimum score i.e. 70 out of 100 (Technical marks) as indicated in the below mentioned table, (Relevant certificates / documents must be attached).
3. Bids having items not fulfilling/in compliance with the required specifications shall be treated as non- responsive bids.
4. No documents / Certificates (affecting the marks) shall be entertained once technical bids opened.
5. The Procuring Entity will evaluate and compare the bids which have been determined to be substantially responsive.
6. Bids shall be evaluated against the given specifications and other terms & conditions mentioned in the Bid Solicitation Documents.
7. 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 / MMCTH (Mardan).
8. The price quoted by the bidder shall be considered as "Final Price" and NO hidden / consumable / control charges shall be claimed by the successful bidder(s) and no separate payment shall be made for that item(s).
9. The Lowest Offer will be accepted, meeting the quality needs and ensuring value for money.

BID PRICE:

1. The quoted price should be in Pak Rupees, inclusive of all applicable taxes, duties, levies, insurance, freight, etc. applicable under the Laws of Khyber Pakhtunkhwa as well as Pakistan.
2. The price quoted by the bidder shall be considered as "**Final Price**" and NO hidden / consumable / control charges shall be claimed by the successful bidder(s)

TECHNIAL EVALUATION CRITERIA

S #	Description	Range	Marks	Remarks
PRODUCT SPECIFICATIONS				
1.	Printing Resolution	4 800 (horizontal)* ¹ x 1 200 (vertical) dpi	30	Bidders shall quote the brand with complete specifications.
	Print Head / Ink	Number of Nozzles: Total 1 472 nozzles		
	Ink Bottles	GI-790 (Black, Cyan, Magenta, Yellow)		
	Print Speed* ²	Document: 1.0 images per minute		
	Paper Size	A4		
	General Specifications			
	Operation Panel	Display LCD (3.04cm)		
	Interface	USB 2.0 Hi-Speed		
Paper Output Tray	A4(8X10)			
Power	AC 100 - 240V; 50 / 60Hz			
Relevant Experience				
2.	Years of Experience	Up to 5 years	10	Company profile must be attached
		> 05 to < 10 Years	15	
Relevant Experience (In hand)				
3.	Public Sector Institution (From the last 1 years)	10 marks per installation	Max 10 marks	Copy of Purchase Orders should be attached
4.	Private Sector Institutions	07 marks per installation	Max 14 marks	
HR Capabilities				
5.	02 x Technician (Inter) 02x DAE Engineer 01 x Graduate Engineer (PEC Registered)	04 marks 04 marks 04 marks	Max 12 marks	Relevant documents should be attached
Availability of works shop / Backup support				
6.	In Khyber Pakhtunkhwa	07	Max 07 marks	-do-
	Other than Khyber Pakhtunkhwa	05		
Financial capabilities				
7.	Annual Revenue for the last three years	Above 05 Million	10 (Max)	Relevant attested documents must be attached
		Up to 05 Million	05 marks	
10.	ISO 9001	-	02	Relevant certificate should be attached
Total Marks			100	

Note:-

- i. Qualification Marks for financial bid opening are 70 out of 100 marks.
- ii. Contract will be awarded to the firm quotes lowest rate.
- iii. Alternative bids / Rates of the same item shall not be considered.

SPECIAL CONDITIONS OF THE CONTRACT:-

1. Compliance of the Product:-

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

2. Contract:-

- i. A written contract shall be signed initially for a period of 01 (ONE) year, however may be extended further by mutual consent for another two years.
- ii. In case of a successful bidder, who repudiates the contract or fails to sign the contract, as the case may be shall proceed for debarment / blacklisting and the offer will be given to the Next Successful firm or from the alternative sources at the cost/risk of the concerned firm.

3. Performance Guarantee:-

No performance guarantee shall be demanded from the successful firm, however, an amount of Rs. 300,000/- (Three Hundred Thousand Only) as bid security shall be retained during the contract period.

4. Inspection and Tests:

- i. The MMC Mardan shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. Institution will notify the supplier in writing of the identity of any representatives for this purpose.
- ii. The inspections and tests may be conducted on the premises of the supplier, at point of delivery and/or at the goods final destination, where conducted on the premises of the supplier, all reasonable facilities and assistance including access to drawings and production / performance data shall be furnished to the inspectors at no charge to this Institution.
- iii. Any inspected or tested goods fail to conform to the specifications, the institution may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the institution, within a period of 15 (Fifteen) days of intimating such rejection.
- iv. The MMC Mardan's right to inspect, test and, where necessary, reject the goods after the good's arrival at the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the goods dispatch from the place of manufacture.

5. Installation of Equipment:-

Provision of Inkjet Medical X-Ray Blue Films including Printers shall be installed by the successful firm at its own cost. Moreover, delivery / transportation charges and maintenance of the machines shall be borne by the successful firm on as and when required basis.

6. Ownership:

At the end of the contract, the contractor shall handover the printers in running condition to MTI-MMC Mardan.

7. Repair & maintenance:-

During the contract period repair and maintenance of the equipment will be responsibility of the firm concerned and the firm will be bound to repair the same within a week (7 days). In case of major fault in the equipment the firm concerned will replace the equipment for smooth operation.

8. Delivery of Consumables:-

The firm concerned will be bound to provide the consumables including ink within one month after issuance of purchase order.

9. Penalty:-

In case the firm concerned failed to deliver, the penalty shall be imposed by the procuring entity @ 0.5 % (one-half) per week of the purchase order value.

10. SUBLET / ASSIGNMENT:

The successful firm shall not assign / sublet the whole or in parts, its obligations to perform to another party under this Contract, except with the Department's prior written consent.

11. SEVERABILITY.

In the event, that any portion of this contract is held to be unenforceable, the unenforceable portion shall be amended to reflect, to the greatest extent permitted under applicable law, the original intent of the Parties, and the remainder of the provisions shall remain in full force and effect.

12. AMENDMENTS.

This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by both parties.

13. TAXES & FEES.

During the term contract, the firm concerned shall pay all applicable taxes, assessments, and license and registration fees on the equipment / its consumables.

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

- i. The KPPRA Act 2012
- ii. The KPPRA Rules 2014
- iii. The Contract Laws 1872
- iv. The General Financial Rules of the Govt. of Khyber Pakhtunkhwa and all the relevant laws, rules and regulations pertaining to budgeting and financial management of public funds.

15. Delivery of Equipment: -

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

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

16. ASSIGNMENT:

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

17. FORCE MAJEURE:

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

18. ARBITRATION AND RESOLUTION OF DISPUTES:

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

19. Payment:

No advance payment will be made by the institution. The payment will be made after successful supply, installation/inspection and test run of all requisite items along with training to the 02 x End Users / Technical Staff.

BSDs Inject X-Ray Films MMC

BID FORMS

BID SECURITY FORM

Whereas name of the Bidder (hereinafter called "the Bidder") has submitted its bid dated *date of submission of bid* for the supply of *name and/or description of the goods* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *name of bank* of Pakistan, having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto [name of Procuring entity] (hereinafter called "the Procuring entity") in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 2024.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring entity during the period of bid validity:
 - a. fails or refuses to execute the Contract Form, if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

PERFORMANCE SECURITY FORM

To:

Hospital Director
Mardan Medical Complex
Mardan

WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [Reference number of the contract] dated / /2024 to supply (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of ____ 2024.

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

INTEGRITY PACT

Contract No. _____ Dated _____ Contract Value: [_____]

Contract Title: **“Procurement of _____”**

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

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

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

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

Notwithstanding any rights and remedies exercised by GoKP in this regard, **Firm Name** agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and

further pay compensation to GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by Firm Name as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Khyber Pakhtunkhwa.

MTI-MMC Mardan

Name of Supplier

Firm Name

Name:

Name:

Designation: Hospital Director

Designation:

Signature

Signature

SEAL

SEAL

CONTRACT FORM

THIS AGREEMENT made the date day of month 2024 between *[MTI / MMC MARDAN (KP)]* of *[Pakistan]* (hereinafter called "the Procuring entity") of the one part and *[Name Of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring entity invited bids for Goods (Surgical Instruments) along with ancillary services and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) The Bid Form and the Price Schedule submitted by the Bidder;
- (b) The Schedule of Requirements;
- (c) The Technical Specifications;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract; and
- (f) The Procuring entity's Notification of Award.

3. In consideration of the payments to be made by the Procuring entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by _____ the _____ (for the Procuring Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

AFFIDAVIT / UNDERTAKING

Important Note:

All the bidders must submit the original affidavit on non-judicial stamp paper of Rs. 500/- (Rs. Five Hundreds Only) attached with technical bid at the time of bid submission on the following format.

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

1. M/s _____ have read the contents of the Bidding Document and have fully understood it.
2. That the financial instruments, statements of facts, data and documents being submitted by M/s _____ for the Tender vide NIT No **Tender No. 02/Goods/November, 2024** dated xx-xx-2024 are true, genuine and correct.
3. Undertakes that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.
4. M/s _____ is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.
5. Bid Security (in original) is placed in the financial bid.
6. In case we fail to comply any of the aforesaid conditions or the documents submitted by M/s _____ is found false/forged, our tender will be cancelled forfeiting the Bid Security amount and debarring us from participation in future tenders of Medical Teaching Institution Mardan, Khyber Pakhtunkhwa, for a period of one year.

Signature with Seal of the Deponent (bidder)