

# **PESHAWAR INSTITUTE OF CARDIOLOGY MEDICAL TEACHING INSTITUTION**

# STANDARD BIDDING DOCUMENTS **FOR**

Fire & Safety Complete Solution Along with FM 200 & Integration in Existing/Installed System.

for the Year 2021-22"

**REF: (PIC-042)** Single Stage Two Envelope

S.	Name of Item	Bid	<b>Tender Process</b>
No		security	
5	Fire & Safety Complete Solution Along with	500,000	Single Stage Two Envelope
	FM 200 & Integration in Existing/Installed		(2 <sup>nd</sup> Time)
	System.		

# (PROCUREMENT SPECIFIC PROVISIONS)

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Sample Forms
- Eligibility

# **Preface**

These Bidding Documents have been prepared for use by procuring agencies in the procurement of goods through National Competitive Bidding (NCB).

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part Two and contains data and provisions specific to each procurement. Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents. In addition, each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall not be included in the final documents, except for the notes introducing Section VI, Forms, where the information is useful for the Bidder.

- a. Specific details, such as the "name of the Procuring agency" and "address for bid submission," should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- b. Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.
- c. Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Procuring agency should strictly follow. The final document should contain no footnotes.
- d. The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 25.3 and 25.4, respectively) should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.

- e. Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Procuring agency for each procurement.
- f. The forms provided in Section VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

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# Part Two Section I. Invitation for Bids

Notes on the Invitation for Bids

The Invitation for Bids (IFB) has been issued as an advertisement in leading newspapers of general circulation in the Province of Khyber Pakhtunkhwa as well as on the web site of the Peshawar Institute of Cardiology (www.pic.edu.pk) by allowing at least fifteen days for NCB for bid preparation and submission.

The Invitation for Bids provides information that enables interested bidders to decide whether to participate. Apart from the essential items listed in the Standard Bidding Documents (SBD), the Invitation for Bids also indicates the important bid evaluation criteria or qualification requirement (for example, a requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued) so that the bidders should give their best and final prices as no negotiations are allowed.

The Invitation for Bids is incorporated into these Standard Bidding Documents (SBDs). The information contained in the Invitation for Bids (IFB) conforms to the bidding documents and in particular to the relevant information in the Bid Data Sheet.

#### **INVITATION FOR BIDS**

(REF NO PIC-042)

Sealed Bids are invited from the **reputed firms**. Bids should reach to the office of the undersigned on or before **4-11-2021** at **11:00** which will be opened on the same day at **11:30 AM** in presence of bidders or their representatives. Bid security/earnest money is required to be submitted in favor of **Hospital Director**, **Peshawar Institute of Cardiology**.

S.	Name of Item	Bid	Tender Process
No		security	
1	Parts & Consumable Items for Ventilators	100,000	Single Stage Single Envelope
2	Hiring of pharmacy for LP (Local Purchase)	300,000	Single Stage Single Envelope
3	Medical Gases Spare Parts	200,000	Single Stage Single Envelope (2 <sup>nd</sup> Time)
4	Leftover Hardware & Electrical	50,000	Single Stage Single Envelope
5	Fire & Safety Complete Solution Along with FM 200 & Integration in Existing/Installed System.	500,000	Single Stage Two Envelope (2 <sup>nd</sup> Time)
6	Operation & Maintenance of Lifts	200,000	Single Stage Two Envelope
7	GYM Items	100,000	Single Stage Two Envelope

## **TERMS AND CONDITIONS: -**

- 1. Only typed Bids on original letter pad, sealed & signed should be submitted, hand written tenders would not be acceptable. The tenders must be according to hospital specification; alternate rates will not be acceptable.
- 2. The Income Tax, stamp duty and Professional Tax or any other Government tax will be charged as per rules. (However, this hospital is exempted from the General Sales Tax). (Only those firms will be honored that are on Active Taxpayer's List of FBR).
- 3. A Pre-Bid Meeting will be held on **21-10-2021** at **10:00 am** in the Material Management Department of Peshawar Institute of Cardiology
- 4. Interested bidders can obtain the Standard Bidding Documents from the Procurement & Material Management Department of PIC or electronically download the same from the official website of Peshawar Institute of Cardiology www.pic.edu.pk. (Free of cost)
- 5. The Bid Security in the shape of Pay order (PO) will not be accepted.
- 6. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
- 7. The competent Authority has the right to reject all bids under Rule 47 of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KP-PPRA) Procurement Rules 2014.

**Hospital Director** Peshawar Institute of Cardiology-MTI

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

Peshawar Institute Cardiology-MTI 5-A, Sector B-3, Phase –V Hayatabad Peshawar, mmd@pic.edu.pk 0091-9219645

# **Section II.** Bid Data Sheet

	DATA SHEE	Т					
Reference ITB	Introduction/Description	Detail					
ITB 1.1	Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.					
ITB 1.1	Loan or credit or Project allocation number. Loan or credit or Project allocation amount.	Budget allocated by Government Khyber Pakhtunkhwa to Peshawar Institute of Cardiology.					
ITB 1.1	Name of Project.	Fire & Safety Complete Solution Along with FM 200 & Integration in Existing/Installed System. (PIC-042)					
ITB 1.1	Name of Contract.	Fire & Safety Complete Solution Along with FM 200 & Integration in Existing/Installed System. (PIC-042)					
		Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.					
Procuring agency's address, telephone, telex, and facsimile numbers.		Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan 091-9219645					
ITB 8.1 Language of the bid.		English					
	BID PRICE AND C	URRENCY					
ITB 11.2	The price quoted shall be	The bidder must quote FOR Prices					
ITB 11.4 The Price shall be fixed		The quoted prices will be valid till 30th June 2022.					
	PREPARATION AND SUBMISSION OF BIDS						
ITB 13.3 (d)	Qualification requirements.	As mentioned Below					
Spare parts required for years of operation.  •		<ul> <li>Five Years free of cost provision of services and spare parts under warranty period.</li> <li>Ten Years parts availability in market and will provide certificate for the same.</li> </ul>					

ITB 15.1	Amount of hid cocurity	500,000 PKR	
116 15.1	Amount of bid security.	500,000 PKR	
		The Bid security shall be shall be from bank account of the bidder. Ordinary cheque and Payment Order (PO) in the form of bid security will result in bid rejection summarily.	
		The copy of the bid security should be placed in Technical Bid not showing the amount.	
		An affidavit is also mandatory showing that the bid security is attached in the financial Bid.	
ITB 16.1	Bid validity period.	180 days from the date of opening of bids	
ITB 17.1	Number of copies.	One (original bid)	
ITB 18.2 (a)	Address for bid submission.	Hospital Director Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan	
ITB 18.2 (b)	IFB title and number.	SUPPLY & INSTALLATION OF FM 200 SYSTEM & CONSTRUCTION OF FIRE COMPARTMENTS IN VARIOUS PARTS OF THE BUILDING (PIC-039)	
ITB 19.1	Deadline for bid submission.	11:00 AM Sharp.04-11-21.	
ITB 19.3	Pre-Bid meeting with the bidders	21-10-21 At 10:00 am in Peshawar Institute of Cardiology Committee Room	
ITB 22.1	Time, date, and place for bid opening.	11:30 AM Sharp. 04-11-21. Peshawar Institute of Cardiology Committee Room	
	BID EVALUAT	ION	
ITB 23.1	Clarification of Bids	The Procuring agency may ask the Bidder in writing, only for clarification regarding the received documents in the bid; however, no change in the prices or substance of the bid shall be sought, offered, permitted or entertained.  This communication shall be with the prior approval of chairman T&E committee.	
ITB 25.3	Criteria for bid evaluation.	Merit Point Evaluation The items ranked highest in merit points (obtained through and based on technical and financial evaluation) will get unit rate central Contract.	

ITB 25.4 (a)	One option only.	Not Applicable
110 23.4 (u)	Delivery schedule.	Not Applicable
ITB 25.4 (b)	Relevant parameters in accordance with	
110 23.4 (0)	option selected:	
Oution (i)	<u>'</u>	Nick Applicable
Option (i)	adjustment expressed as a percentage,	Not Applicable
Option (ii)	or adjustment expressed in an amount in	
	the currency of bid evaluation,	
Option (iii)	or adjustment expressed in an amount in	
	the currency of bid evaluation,	
ITB 25.4 (c)	Deviation in payment schedule.	Not Applicable
(ii)		
	Annual interest rate.	
ITB 25.4 (d)	Cost of spare parts.	Not Applicable
ITB 25.4 (e)	Spare parts and after sales service	Not Applicable
	facilities in the Procuring	
	agency's country.	
ITB 25.4 (f)	Operating and maintenance costs.	Not Applicable
ITB 25.4 (g)	Performance and productivity of	Not Applicable
	equipment.	
ITB 25.4 (h)	Details on the evaluation method or	As in section on Technical Evaluation of bids.
,	reference to the Technical	
	Specifications.	
ITB 25.4	Specify the evaluation factors.	Not Applicable
Alternative		, , , , , , , , , , , , , , , , , , ,
	Contract Aw	ard
	Solid det Aw	<del></del>
ITB 29.1	Percentage for quantity increase or	Number of items can be increased and
	decrease.	Decreased as per requirement of the PE
		within permissible limits under the rules.

# Section III. Special Conditions of Contract

## **Notes on the Special Conditions of Contract**

Similar to the Bid Data Sheet in Section II, the clauses in this Section are intended to assist the Procuring agency in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section III complement the General Conditions of Contract included in Part one, Section II, specifying contractual requirements linked to the special circumstances of the Procuring agency, the Procuring agency's country, the sector, and the Goods purchased. In preparing Section III, the following aspects should be checked:

- a. Information that complements provisions of Part One Section II must be incorporated.
- b. Amendments and/or supplements to provisions of Part One Section II, as necessitated by the circumstances of the specific purchase, must also be incorporated.

# **Table of clauses**

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## **SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract shall supplement & qualify the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

The corresponding clause number of the GCC is indicated in parentheses.

GCC Ref No		
		The Procuring agency is: Peshawar Institute of Cardiology
1. DEFINITIONS	1.1 g	Medical Teaching Institution Peshawar
	1.1 h	The Procuring agency's country is: Pakistan
		The Supplier is:
		i. Manufacturer and/or Importer registered with
		relevant sales and income tax authorities and have
		requisite qualification and eligibility for supply of
		Goods in the specialized categories of health sector; and
		ii. Manufacture of Medical Equipment/ Machinery,
		Instruments & Medical Devices in Pakistan; and
		iii. Importer of Medical Equipment/ Machinery,
	1.1 i	Instruments & Medical Devices in Pakistan.
	1.1 j	The Project Site is: Peshawar Institute of Cardiology
	,	All countries and territories as indicated in Part Two
		Section.VI of the bidding documents Eligibility for the
		Provisions of Goods, Works, and Services in Government-
		Financed Procurement. The bidder will provide the details
		regarding country of origin, Model, Make, manufacturer,
		along with details of Manufacturing Units and mode of
		supply, shipment, and any other associated details of the
		component items and that of the quoted equipment.
3. COUNTRY OF		Bidders are bound to supply the equipment from quoted
ORIGIN	1	country of origin only.
		The amount of performance security, as a percentage of the
		Contract Price, shall be 10% i.e. of the total value of each
		individual supply order placed to the successful bidder.
		However, the Standard bid security @ 2 percent of the bid
		value as elaborated in Section-IV, Statement of
		Requirement, of this document, from the successful bidders
		as received at the time of bids submission under GCC Clause
		15 shall be retained by the Procurement Cell as Bid Security
		and will be released back to successful bidders after receipt
		of 10% performance security on each individual supply
		order placed by the respective procuring entity and will be
7. PERFORMANCE		retained by procuring entity till completion of warranty
SECURITY	7.1	period.

	I	
8. INSPECTIONS AND TESTS	8.6	<ul> <li>i. The Technical Evaluation shall be conducted by the Technical and Evaluation (T&amp;E) Committee to undertake verification of documents submitted by the bidder/s along with the technical bids as well as to conduct the physical inspection of the various samples/relevant premises as per rent agreement or ownership etc. (Section-V -Technical Specification of the Part II of these SBDs).</li> <li>ii. Sample tests as well as pre-shipment inspections will also be carried out as and when needed before signing of contract agreement with all the successful bidders for Machinery &amp; Equipment, instruments etc.</li> </ul>
12313	0.0	In accordance with the GCC Clause 9 as well as provided in
9. PACKING		the relevant clauses of contract agreement of Peshawar Institute of Cardiology with the Supplier/s (Section-VI of these SBDs)
		Applicable Delivery Mode: Delivered Duty Paid (DDP) as per
10. DELIVERY AND DOCUMENTS		contract agreement of the Successful with the Procuring Agency. The delivery, loading/unloading and installation will be responsibility of bidder. No charges will be paid additionally in case of penalty or any other charges.
15. WARRANTY	15.1	The Supplier shall provide warranty as per the terms and
		conditions of the Rate Contract Agreement with Procuring Agency
	15.2	In partial modification of the provisions, the warranty period shall be as per contract terms and conditions. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:  a. Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or  b. Pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be higher than the adjustment price used in bid
	15.4	evaluation.
	15.4	The period for correction of defects in the free warranty

	15.5	period is Five years after installation with free parts and free
		services, including all incidental charges
		The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
		<ul> <li>i. GCC Clause 16 as well as under the terms and condition in Contract Agreement with the Procuring Agency, the goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after the goods having been delivered; hence insurance coverage is seller's responsibility, for which they may arrange appropriate coverage. Payment shall be made in Pak. Rupees in accordance with the relevant and applicable government rules and regulations</li> <li>ii. On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10</li> <li>iii. Payment shall not be made for partial and incomplete supply of goods.</li> <li>iv. The LC will be opened with the principal/Manufacturer directly. Non Third party will be allowed.</li> <li>v. The payment will be made 80/20 %. The 80% will be</li> </ul>
16. PAYMENT	16.1	made on shipment arrival and the remaining 20% will be made after successful inspection by the committee.
17. PRICES	17.1	<ul> <li>i. The bidder will not quote price of any item/s which is/are higher than the prices quoted by the bidder across the country to any procuring entity of the quoted item/s through public funding.</li> <li>ii. In case the bid price is higher than estimated cost, the Procuring agency has the right to reject the bid and scrap the process without any liability.</li> <li>iii. In case of single bid after technical evaluation, the procuring agency may carry out the market analysis before issuing a letter of consent to the successful bidder.</li> </ul>
23. LIQUIDATED DAMAGES		As in relevant clauses of the Contract Agreement signed by the Supplier with the Procuring Agency. Penalties shall be imposed as per contract agreement and blacklisting & debarment guidelines of the department if the firm deviates from Rate Contract Agreement.
28. RESOLUTION OF DISPUTES		The dispute resolution mechanism to be applied will be pursuant to relevant clauses of Contract Agreement signed

		by Supplier with the Procuring Agency under KPPRA Regime. If at all required, the jurisdiction of Court shall be of Peshawar, Khyber Pakhtunkhwa.  Bid Tie.  In case of tie in the final score of two bidders, and unless otherwise not in contradiction to any of the terms & conditions and specifications of that item, the rate contracting will be offered to the bidder having higher score in its technical bid and the same will be declared as highest fair bid (successful bidder).if technical and financial score are the same, the contract may be awarded to both firms.
29. GOVERNING LANGUAGE	29.1	The Governing Language shall be: English
30. APPLICABLE LAW	30.1	The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan, which includes the following legislation:  i. The KPPRA Act 2012  ii. The KPPRA Rules 2014  iii. The Contract Laws  iv. The General Financial Rules of the Govt. of Khyber Pakhtunkhwa and all the  v. Relevant laws, rules and regulations pertaining to budgeting & financial management of public fund  vi. The Bonded Labor System (Abolition) Act of 1992  vii. The Factories Act 1934
31. NOTICES	31.1	Procuring Agency address for notice purposes: Hospital Director Peshawar Institute of Cardiology, MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan. Email: Shafa.sawal@pic.edu.pk Supplier's address for notice purposes: As mentioned in their bidding document
32. Duties & Taxes	32.1	The Unit price quoted by the bidder shall be: inclusive of all applicable duties and taxes. All prices shall include relevant taxes & duties, where applicable. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.

# Section IV. Schedule of Requirements

- As detailed elsewhere in this document, 500,000 of bid security of the total bid value
  of the quoted equipment shall be submitted by each bidder on the total quantity of
  items for which bid is being submitted. The mode of provision of bid security shall be
  in accordance with the modalities as laid down in the relevant KPPRA Rules and
  these Revised Standard Bidding Documents.
- 2. Manufacturers/ Importers/Authorized Dealers for procurement of quoted Equipment.
- 3. All certifications (i.e Manufacturer authorization, ISOs, CE MDD, USFDA, JIS/MLHW, DRAP) and data/ documents shall be valid. T&E committee will carry out the verifications before award of contract and in case of any fraudulent practice; legal action will be taken against the bidder concerned. Any certificate expires before bid opening will not be consider.
- 4. Non-Provision of mandatory documents mention in these SBDs shall lead to disqualification of the firm / quoted items.
- 5. Bid document and required documents must be submitted in Hard Tap binding.
- 6. The order may increase / decrease as per requirement / decision of the procuring entity and in this connection no claim shall be entertained.
- 7. The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.
- 8. The Procuring Agency has the right to inspect the premises of bidder to inspect the setups ensuring proper after sales services, documents mentioned in technical bids and any other relevant details. Premises (office/workshop) of bidder shall be insured through ownership/or Rent agreement.
- 9. The Bid security shall be shall be from bank account of the bidder. Ordinary cheque and Payment Order (PO) in the form of bid security shall result in bid rejection.
- 10. The Unit price quoted by the bidder shall be **inclusive** of all applicable duties and taxes. All prices shall include relevant taxes & duties, where applicable. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
- 11. The bidder must be registered with Income / Sales Tax Department, reflected as Active Tax Payer on the list of FBR.NTN/KNTN and KP Professional tax
- 12. In case of the Importers/Authorized Dealers, the firm will ensure that the items are acquired from the original manufacturer and are procured through proper channel as advised by the original manufacturer.
- 13. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
- 14. Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPPRA Rules 2014

- 15. Different models/ prices offered for a single item by the same bidder shall be considered as alternate bid and shall be non-responsive.
- 16. All reservations in SBDs shall be submitted in writing in the pre-bid meeting by authorized person/representative of the firm.
- 17. The firm should quote Both prices CNF and FOR. Single price will be considered as non-responsive.
- 18. The schedule for supply of goods shall be as under:
  - a. Within 90 days from the date of issuance of supply order by the Purchasing Agency for items to be imported.
  - b. Within 60 days from the date of issuance of supply order by the Purchasing Agency for items to be locally manufactured.
- 19. The Penalty on late supply of goods shall be charged as under
  - i. Penalty @ 2% for late supply up to 15 days.
  - ii. Penalty @ 5% for late supply after 15 days up to 30 days.
  - iii. Penalty @ 07 % for late supply beyond 30 days

# **List of Equipment**

Fire & Safety Complete Solution Along with FM 200 & Integration in Existing/Installed System. (PIC-042)

# **Evaluation Criteria**

# <u>Total Marks (Technical Criteria + Financial Criteria): TM: 70 + 30 = 100</u>

The Firm/Company securing less than 70% marks will be disqualified

-Total Marks: 200

=Qualification Marks 140 (70%) + Mandatory

Category	Description	Points	Documents Required
	Income Tax Registration	Registration Mandatory	
	General Sales Tax Registration	Mandatory	website.  Copy of GST Registration  Certificate
	Registration with PEC in category of ME-02 & EE-04	Mandatory	Attach valid PEC Registration Certificate with cods ME-02 & EE-04
	Registration in Professional tax	Mandatory	Attach Valid Certificate
Legal (Mandatory)	Active Tax Payer with FBR/Tax Authorities	Mandatory	Copy of Sales Tax & Income Tax Returns for last three years
	Principal's material Manufacturer /Seller / Support / supplier should be Authorized dealer of the product.	Mandatory	Attach the Authorization letter from manufacturers for all the items of BOQ / Data sheet.
	Technical Compliance sheet along with supporting documents i.e. technical specs sheet, UL/FM/VdS certificates & Factory Training Certificates at least 02 Persons.	Mandatory	Attach valid UL & FM/VdS Certificates, Training Certificates & technical data sheets.
	Undertaking that the firm is not blacklisted and involved in litigation with Government Mandatory		Declaration of Non- blacklisting on stamp paper (Rs. 100/-) by the Bidder
	Registration with Securities and Exchange Commission Of Pakistan (SECP) & AOP Registered Firms	15 Points	Attach copy of SECP Certificate of Incorporation
	NFPA Certifications-CFPS (Certified Fire Protection Specialist)	50 Points	Attach Valid Certificate copy.
Relevant Experience	For Experienced (Old Firm): 05 successfully completed similar assignments, each of 60 millions or above, for the last 03 years.	25 Points	Copy/ies of Work Order(s) with relevant completion certificate(s) or Inspection Report(s)
	For In-experienced (New Firm):  MoU / JV or Agreement	10 Points	Signed & stamped copy of Agreement in addition to Work <u>orders</u> , <u>Completion</u>

		1		T	
	with a Firm fulfilling the			<u>certificate(s)</u> or <u>Inspection</u>	
	above-mentioned criteria.			Report of the experienced	
				Firm	
		60-80 millions	20 Points	Audited Final Accounts OR	
Financial	Financial Audit Report / Bank	80-100 millions	30 Points	Bank Certificate of	
strength	statements / any supporting document (Max Points 100) (last 01-year)	120+ millions	50 Points	Company's Bank Account	
				certifying the required	
				financial worth of Bidder.	
Professional	Designation in Dusfessional toy		5 Points	Attach Valid Certificate	
Tax	Registration in Professional tax				
Technical		15-20		Attach Copies of	
(Quality,		20-25		Training certificates with	
Human	List of technical staff required) (Max Points 100)	25+	10 Points	profile of technical	
Resource, Professionals				resources.	
staff details)				resources.	
Country of					
Origin of	Country of Origin certificate	USA /	20 Points	Attach Certificates of all BOQ	
principal		European/Japan		items.	
manufacturer				Constant	
			5 Points 3 Points 5 Points 10 Points 20 Points  10 Points	Copy of Tenancy	
	The Bidder must have functional corporate Local office	10 Points	agreement or ownership		
Office				documents of the office	
Location				premises AND Copy of	
				recently paid <u>utility Bill</u>	
				(maximum 3 months old)	
	Minimum 1 Year Warranty,			Attach Certificates of	
Warranty	I		5 Points	Warranty, Letter from	
Warranty	after warranty support for			Manufacturer for 7 year	
	minimum of 7 years			after warranty support	

#### Financial Criteria (30 Marks):

S #	Parameters	Sub-Parameters	Total Marks: 30
	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

Total Marks (Technical Criteria + Financial Criteria): 100

The bidders achieving a minimum of 49 marks (i.e., 70%) out of 70 marks in the Technical Evaluation will be declared technically qualified. Financial bids of only technically qualified bidders will be opened publicly at the time to be announced by the Procuring Agency. The Financial Bids of technically disqualified bidders will be returned un-opened to the respective Bidders. After getting the financial score from the remaining 30 marks, the two scores will be combined to identify the highest ranking firm.

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

Technical Score: 70 Financial Score: 30

# **TECHNICAL SPECIFICATION**

# FIRE & LIFE SAFETY FOR HEALTHCARE FACILITY

Total building fire protection for life safety is more necessary in healthcare facilities than in other occupancies because of the nature of the occupants. A significant percentage of occupants in hospitals and nursing homes are incapable of self-evacuation or are ambulatory but incapable of perceiving a fire threat and choosing a rational response. Therefore, fire protection is based on a "defend-in-place" principle and cannot depend on any one safeguard.

As a result, healthcare facility design and operation must incorporate methods by which a fire can be detected early, contained, and fought rapidly and successfully. Fire safety requirements include fire-resistive construction, compartmentation, fire-alerting facilities, and control of smoke movement. In addition, it is critical that every healthcare facility have a fire and evacuation plan, including a disaster plan, with which all personnel are familiar. Personnel should be trained in emergency procedures, including how to sound an alarm, move or evacuate patients, and contain the fire. Emergency drills should be conducted on each shift at least quarterly, with at least 12 drills held every year

# <u>Index:</u>

- 1. Intelligent addressable Fire Alarm / Detection System
- 2. Clean Agent Fire Suppression System
- 3. Fire Fighting System
  - Fire Pumps
  - Fire Hydrant System
  - Water Mist / Fire Sprinkler System
- 4. Fire Compartment at Each floor
- 5. PPE Cabinet near the stairs/Elevators at Each Floor
- 6. Emergency Exit
- 7. Emergency Exit signs

## LISTING AND AGENCY REQUIREMENTS

All components shall be UL listed (Underwriters Laboratories, Inc.), FM Approved, VdS Approved (VdS Laboratories). The products should comply with applicable EN 54 and NFPA standards (National Fire Protection Association).

# **National Fire Protection Association (NFPA) Codes:**

NFPA 13 – Sprinkler System

NFPA 15 – Water Spray Fixed System

NFPA 750 -- Water Mist System

NFPA 16 – Deluge, Foam-Water and Foam- Water Spray System

NFPA 20 - Fire Pumps

NFPA 70 – National Electric Code (NEC) NFPA 70 – Article 300 – Wiring Methods

NFPA 70 – Article 760 – Fire Protective Signaling System

NFPA 72 – National Fire Alarm Code

NFPA 101 – Life Safety Code

NFPA 110 – Emergency Standby Power System

NFPA 2001 – Standard for Clean Agent Fire Suppression

## **VdS Laboratories (VdS) Standards:**

VdS CEA 4001: Sprinkler Systems, Planning and Installation VdS 2465en: Transmission protocol for Alarm Systems (AS)

VdS 2095en: Automatic Fire Detection and Fire Alarm Systems, Planning and Installation

VdS 2135en: Graphic Symbols for Alarm Systems

VdS 2380en: Fire Extinguishing Systems using non-liquefied Inert Gases

VdS 2381en: Fire Extinguishing Systems using Halocarbon Gases

**VdS 2893en :** Maintenance of operational readiness of fire extinguishing

systems with gaseous extinguishing agents, Leaflet

# **Underwriter Laboratories (UL) Standards:**

**UL Standard 217** Smoke Detectors, Single and Multiple Station

UL Standard 228 Door Closer – Holders for Fire Protective Signaling System
UL Standard 268 Smoke Detectors for Fire Protective Signaling Systems.

**UL Standard 268A** Smoke Detectors for Duct Applications.

**UL Standard 521** Heat Detectors for Fire Protective Signaling Systems.

**UL Standard 464** Audible Signaling Appliances.

**UL Standard 38** Manually Activated Signaling Boxes.

**UL Standard 346** Water Flow Indicators for Fire Protective Signaling Systems.

**UL Standard 1481** Power Supplies for Fire Protective Signaling Systems.

UL Standard 1638 Visual Signaling Appliances.
UL Standard 1971 Visual Signaling Appliances

**UL Standard 864** Fire alarm / suppression system

#### 1. INTELLIGENT ADDRESSABLE FIRE ALARM / DETECTION SYSTEM

#### 1.1 Installation shall be made in accordance with the following

#### standards:

- National Fire Protection Association Standard 72
- VdS 2095, Automatic Fire Detection and Fire Alarm Systems, Planning and Installation
- Local Protective Signaling Systems
- Auxiliary Protective Signaling System
- Remote Station Protective Signaling Systems
- Local Code and Authorities Having Jurisdiction (AHJ)

#### 1.2 Fire Alarm/Detection Control Panel

The Fire protection control panel shall consist of (at minimum); a central control processor, a display & control membrane, signaling line communications processor, primary system power supply, secondary power supply and enclosure(s). The basic configuration shall provide ample space for expansion of input / output options (signals, relays, etc.). Auxiliary enclosures shall be available for further system expansion should this be necessary.

Each Panel (controller) should be equipped with necessary hardware for both side's real time communication between PC (for BMS) and Panle (Controller). The Panel should have Ethernet TCP/IP, Modbus TCP/IP or Modbus RTU based communication facility and must be provide register info for communication with third party HMI. The Panel (controller) should support windows based Software for real time programming and remote monitoring of system status and alarms.

# 1.2.1 Intelligent Addressable Fire Alarm Control Panel (Control Panel Expandable up to 16 loop) having extinguishing control capability for Clean Agent, Pre-Action for sprinklers.

Cabinet with cutaway for built-in operating panel, containing the master control unit in microprocessor/ SMD-technology. Incl. power supply unit, charging unit and voltage converter.

The Main controller should use **100% redundant** (duplicated) system structure. The occurrence of a fault in the active system causes the system to be automatically switched over to the second system running in parallel and for a system fault to be indicated. All functions, such as detection, triggering of alarms, plain text indication and controlling of fire alarm devices etc. remain unaffected safeguarding the full operability in the event of an error in the system. All hardware components of the devices (central processor, loop / line modules, output / input modules, control modules), as well as bus connections, etc., which are suitable for the installation into the fire alarm unit, are carried out redundantly. A simple duplicating of the processor unit is not sufficient.

#### 1.3 System Components

All field devices for connection to the Loop Circuit shall be individually addressed and feature a microprocessor with a non-volatile memory. All devices should be built in Short circuit isolator. This is the basis for the Distributed Intelligence architecture. Each device

shall continuously monitor performance within itself, perform critical decisions and report accordingly only when required to the attached control panel.

#### 2. CLEAN AGENT FIRE SUPPRESSION SYSTEM

#### 2.1 SCOPE:

This specification outlines the requirements for a "Total Flood" Clean Agent Fire Suppression System utilizing FM-200®, NOVEC-1230® as the fire extinguishing agent and with a detection and control system. The work described in this specification includes all engineering, labor, materials, equipment and services necessary, and required, to complete and test the suppression and detection system.

#### 2.2 APPLICABLE STANDARDS AND PUBLICATIONS:

The design, equipment, installation, testing and maintenance of the clean agent System shall be in compliance and accordance with the applicable requirements set forth in the latest edition of the following codes, standards, and third-party approval agencies:

- NFPA No. 2001 Clean Agent Fire Extinguishing Systems
- VdS 2381en Fire Extinguishing Systems using Halocarbon Gases
- NFPA No. 70 National Electrical Code
- NFPA No. 72 National Fire Alarm Code
- VdS 2465en Transmission protocol for Alarm Systems (AS)
- VdS 2095en Automatic Fire Detection and Fire Alarm Systems, Planning and Installation
- FM Approvals
- Underwriters Laboratory
- VdS Approvals
- Requirements of the Authority Having Jurisdiction (AHJ)

The standards listed, as well as all other applicable codes and standards shall be used as "minimum" design standards. Also to be considered are the requirements of the "Authority Having Jurisdiction" and good engineering practices.

#### 2.3 REQUIREMENTS:

The Clean Agent Fire Suppression System installation shall be made in accordance with the drawings, specifications and applicable standards. Should a conflict occur between the drawings and specifications, the specifications shall prevail.

## 2.4 QUALITY ASSURANCE:

#### A. MANUFACTURER:

- The manufacturer of the clean agent system hardware and detection components shall have a minimum of 10 years experience in the design and manufacture of similar types of suppression systems and who refer to similar installations providing satisfactory service.
- 2) The name of the manufacturer, part numbers and serial numbers shall appear on all major components.

- 3) All devices, components and equipment shall be new, standard products of the manufacturer's latest design and suitable to perform the functions intended.
- 4) All devices and equipment shall be U.L listed & FM approved OR VdS approved.
- 5) Locks for all cabinets shall be keyed alike.

#### B. INSTALLER:

- 1) The installing contractor shall be trained by the supplier to design, install, test and maintain a clean agent system.
- 2) The installing contractor shall be an experienced firm regularly engaged in the installation of automatic clean agent, or similar, fire suppression systems in strict accordance with all applicable standards.
- 3) The installing contractor must have a minimum of five (5) years' experience in the design, installation and testing of clean agent, or similar, fire suppression systems. A list of systems of a similar nature and scope shall be provided on request.
- 4) The installing contractor shall maintain, or have access to, a clean agent recharging station. The installing contractor shall provide proof of his ability to recharge the largest clean agent system within 24 hours after a discharge. Include the amount of bulk agent storage available.
- 5) The installing contractor shall be an authorized stocking distributor of the clean agent system equipment so that immediate replacement parts are available from inventory.
- 6) The installing contractor shall show proof of emergency service available on a twenty-four hour, seven-day-a-week basis.

#### C. SUBMITTALS:

- 1) The installing contractor shall submit the following design information and drawings for approval prior to starting work on this project:
- a) Field installation layout drawings having a scale of not less than 1/8"=1'-0"
   (1:100m) detailing the location of all agent storage tanks, pipe runs including pipe sizes and lengths, control panel(s), detectors, manual pull stations, abort stations, audible and visual alarms, etc.
- b) Auxiliary details and information such as maintenance panels, door holders, special sealing requirements and equipment shutdowns.
- Separate layouts, or drawings, shall be provided for each level, (i.e.; room, underfloor, and above ceiling) and for mechanical and electrical work.
- d) A separate layout or drawing, shall show isometric details of agent storage containers, mounting details and proposed pipe runs and sizes.
- e) Electrical layout drawings shall show the location of all devices and include point-to-point conduit runs and a description of the method(s) used for detector mounting.
- f) Provide an internal control panel wiring diagram which shall include power supply requirements and field wiring termination points.
- h) Complete hydraulic flow calculations, from UL & FM Approved / VdS Flow Calculation Program, shall be provided for all engineered Clean Agent systems. The individual sections of pipe to be used, as shown on the isometrics, must be identified and included in the calculation. Total agent

- discharge time must be shown and detailed by zone.
- Provide calculations for the battery stand-by power supply taking into consideration the power requirements of all alarms, initiating devices and auxiliary components under full load conditions.
- j) A complete sequence of operation shall be submitted detailing all alarm devices, shutdown functions, remote signaling, damper operation, time delay and agent discharge for each zone or system.
- k) Submit drawings, calculations and system component data sheets for approval to the local Fire Prevention Agency, owners Insurance Underwriter, and all other Authorities Having Jurisdiction before starting installation. Submit approved plans to the Architect/Engineer for record.

#### D. AGENT REQUIREMENTS

#### SYSTEM DESCRIPTION AND OPERATION:

- A) The system shall be a Clean Agent Fire Suppression System utilizing FM-200®, NOVEC-1230® as the fire extinguishing agent supplied.
- B) The Clean Agent Fire Suppression System shall provide a minimum design concentration of 7%, by volume for FM-200® and 4.5% for NOVEC-1230® in all areas and/or protected spaces ( CLASS A,C Fires), at the minimum anticipated temperature within the protected area. Per NFPA 2001, the system design shall not exceed a maximum exposure limit concentration level of 10.5%, by volume, unless provisions for room evacuation, before agent release, are provided. All personnel should be able to leave the protected space prior to the discharge or at least within 5 minutes of the commencement of discharge.
- C) The system shall be complete in all ways. It shall include all mechanical and electrical installation, all detection and control equipment, agent storage containers, suppression agent, system actuation equipment, discharge nozzles, pipe and fittings, manual release and abort stations, audible and visual alarm devices, auxiliary devices and controls, shutdowns, alarm interface, caution/ advisory signs, functional checkout and testing, training and all other operations necessary for a functional U.L. Listed and F.M. Approved /or VdS Clean Agent Fire Suppression System.
- D) Provide two (2) inspections during the first year of service. Inspections shall be made at 6 month intervals commencing when the system is first placed into normal service.
- E) The general contractor shall be responsible for sealing and securing the protected spaces against agent loss and/or leakage during the 10 minute "hold" period.
- F) The system(s) shall be actuated by a combination of Photo and/or Multidetectors installed in accordance with the guidelines stated in NFPA 72.
- G) Detectors shall be wired in Sequential Detection method of operation, standard Cross-Zoned detection, or single detector release. No other detection / wiring arrangements will be acceptable.
- H) Automatic operation of each protected area shall be as follows:
- 1) Actuation of one (1) detector, within the system, shall:
  - a) Illuminate the "ALARM" lamp on the control panel face.
  - b) Energize an alarm bell and/or an optional visual indicator.

- c) Transfer sets of auxiliary contacts which can perform auxiliary system functions such as:
- 2) Operate door holder/closures on access doors.
- Transmit a signal to a fire alarm system.
- 4) Shutdown HVAC equipment.
- 5) Actuation of a 2nd detector, within the system, shall:
- 6) Illuminate the "PRE-DISCHARGE" lamp on the control panel face.
- 7) Energize a pre-discharge horn or horn/strobe device.
- 8) Shut down the HVAC system and/or close dampers.
- 9) Start time-delay sequence (not to exceed 60 seconds).
- 10) System abort sequence is enabled at this time.

After completion of the time-delay sequence, the Clean Agent Fire Suppression System shall activate and the following shall occur:

- 1) Illuminate a "RELEASE" lamp on the control panel face.
- 2) Shutdown of all power to high-voltage equipment
- 3) Energize a visual indicator(s) outside the hazard in which the discharge occurred.
- 4) Energize a "System Release" audible device. (Optional)
- 5) The system shall be capable of being actuated by manual discharge devices located at each hazard exit. Operation of a manual device shall duplicate the sequence description above except that the time delay and abort functions SHALL be bypassed. The manual discharge station shall be of the electrical actuation type and shall be supervised at the main control panel.
- 6) The system shall be capable of providing a "PRE-ALARM" feature that can give advanced warning of a possible alarm condition.

## E. GENERAL REQUIREMENTS:

The Clean Agent Fire Suppression System materials and equipment shall be standard products of the supplier's latest design and suitable to perform the functions intended. When one or more pieces of equipment must perform the same function(s), they shall be duplicates produced by one

Manufacturer.

All devices and equipment shall be U.L. Listed and F.M. Approved /or VdS approved.

#### 3. FIRE FIGHTING SYSTEM

#### A. Design Conditions

A comprehensive fire protection installation shall be designed, supplied, installed and commissioned in view of a layout which will offer protection where needed.

The Fire Hydrant System installation must, in any case, be ready for operation before commissioning of any new building and/or equipment. The systems shall be designed in such a way that easy extension at minimum cost up to the final extension stage is provided.

#### B. Standards, Rules and Regulations

The design, installation and tests shall be accomplished in accordance with the NFPA Codes and Standards, latest edition (National Fire Protection Association). The equipment/material to be supplied for the firefighting installation shall be approved by one of the following authorities:

- Factory Mutual, FM;
- British Standards;
- Kite Mark Approvals;
- Underwriter's Laboratory, UL;
- VdS German Standards;

Warning signs and all equipment, which is to be operated, by the Fire Brigade and/or other local personnel shall bear descriptions in English and the local language. The Engineer may accept equipment and material without subject to approval.

#### C. Scope of Supply

The system shall be complete and functional in every respect, whether mentioned or not in these Specifications. Wherever required NFPA codes will supersedes/compliment these specifications. The General Scope of Supply and Work shall comprise mainly all equipment needed for firefighting purposes and, in addition, such equipment as is deemed necessary for safe and reliable operation of the different systems. The Scope of Work shall comprise the following, whereby alternative proposals are invited:

## 3.1 General Design Features

Equipment and material to be supplied must be useful to the ends of property conservation by preventing, limiting or not causing damage under the worst conditions and must be identifiable and available on the local market to the maximum extent. The firefighting installation shall be reliable and designed in accordance with international standards NFPA as specified.

## 3.2 Water Supply Installation and Fire Fighting Pumps

Water supply for Fire Hydrant System and inside hose stations shall be provided by a fire pump installation, installed and tested in accordance with NFPA 20, latest edition, comprising basic equipment as follows:

The Fire Pump shall be consisted of one Main Electric Driven, one standby Diesel Engine Driven & One Jockey Pump with all standard accessories as per NFPA20 (UL Listed & FM Approved).

The pump shall be governed by an independent controller, allowing automatic starting upon pressure drop within the water supply installation.

To maintain a uniform and relatively high pressure on the fire protection system a jockey pump shall be installed. The jockey pump shall be capable to make up the allowable leakage rate of the entire installation within ten minutes.

The fire pump shall take suction from a water storage tank of sufficient capacity. The size of the tank shall be such that effective fire protection is provided in case of fire in the area of maximum demand at this location.

The automatic start control panel shall conform to NFPA 20 standards and shall be an Factory Mutual Research Corporation (FM) approved. Underwriters Laboratories (IL) (ULC) listed for fire-fighting service. The controller shall be: D.O.L. starting type and Star delta starting type. The controller of suitable size for the power installed, shall be dimensioned for an interrupting capacity rating of at least 30 kA RMS sym. It shall be designed for wall (standard) mounted and floor mounted on a common base plate with pump and the motor, with ant vibration blocks and electric wiring.

The final rating of the fire pump will be determined by the result of pressure loss calculations and shall be subject to approval by the Engineer, however, minimum working pressure shall be 8.0 bars. To define the maximum area of demand. Shall be considered on fire with usage of two 21/2" diameter fire hoses.

The probability of fire in the adjacent building at the same time shall be excluded, taking construction features of the building and general exposure criteria into account.

It is assumed that the building structure is of non-combustible construction, representing a defined fire resistance. Available openings in the walls exposed to the Power transformer may be sealed with a material of similar fire resistance to the walls.

The capacity for the water storage tank, if required for remote areas, shall allow a fire fighting duration of 60 minutes unless proven otherwise by the Contractor subject to the approval of the Engineer and NFPA.

#### 3.3 Fire Hydrant & Standpipe System

#### a) Fire Hydrants

Supply, Installation of Hydrant Wet Barrel in cast Iron Body comply to BS-750 double delivery type Hose Outlets / Landing Valves should have Kite Mark approval.

#### b) Fire Hose Cabinets Outdoor

Supply, Installation of Hydrant Cabinet included of 2-1/2" Synthetic Hose UL Listed / LPCB & 2-1/2" Jet/Spray Nozzle Kitemark / UL Listed, Made of Mild Steel, Red Painted accordance with BS standard.

#### c) Fire Hose Reel Cabinets Inside

Supply, Installation of indoor Cabinet included of 1" Rubber Hose UL Listed / LPCB / Kitemark & 1" Fog Nozzle Kite Mark / UL Listed, Made of Mild Steel, Red Painted accordance with BS standard.

#### 3.4 Low Pressure Water Mist System

#### 3.4.1 DESIGN CRITERIA

While traditional water sprinkler or deluge systems remove only the heat element of the triangle, the small droplets in a water mist system quickly absorb as much energy that the droplets evaporate and transform from water to steam. Water mist droplets have a large surface area compared to their mass. The transformation of droplets from water (liquid face) to steam (gas face) requires a lot of energy which cools the surroundings of the fire with approximately 2400 kJ per litre evaporated water, and the steam that is generated by the evaporation will per one litre of water fill 1.64m3 at a temperature of 70 CO surrounding the fire. The evaporation of water in small droplets hereby both cools and reduces the oxygen concentration in the surroundings of fires. The cooling removes energy from the fire processes, and a reduction in the oxygen concentration works by reducing the oxidation processes, causing the oxidation processes to reduce the energy surplus.

The above works most effectively in enclosures with limited volume and ventilation, and the larger the fire, the better In this environment the energy release from fire will be able to evaporate large quantities of water, when water is being distributed in small droplets. The smaller droplets, the faster, and more water will be evaporated, and the faster the generated steam will reduce the oxygen concentrations to a level where the oxidation process stops generating enough energy surplus to be able to sustain the chemical fire processes. Without cooling this happens at an oxygen concentration reduction from 21% to approximately 13%. With cooling from face change of water from liquid to gas face, fires are extinguished at a higher oxygen concentration typically between 18% - 16%.

In larger rooms and rooms with ventilation, the thermic up-ward draft from fire and ventilation carries the very small and light droplets away from the place of fire, and the same happens to steam if generated. Droplets which are a little bigger and therefore heavier have momentum to penetrate the thermic to get into the fire plume of flames. Here temperatures are higher, and the little larger water droplets evaporate right on the location of the oxidation processes. The temperatures are about 600-800 CO and

steam from 1 litre of water has a volume of approximately 3.7 to 4.5 m3 which provides the water mist spray with an extended capacity for smothering fires in open and larger rooms, and locations with ventilation. Evaporation of water in the flame plume also reduces the temperatures in the fire plume near the fuel surfaces, and by the amount of heat radiation from flame plume to the fuel surface, which causes dramatic decrease in reaction velocities of the pyrolysis processes, and the breakdown of fuels into flammable pyrolysis gasses.

There are no perfect water mist droplet size. The firefighting capacities of water mist systems depend on the distribution of the droplet sizes in the spray, the water flow of the spray, the nozzle's locations, and the number of nozzles, and how this matches the location and the application the water mist system fire protects.

Contrary Sprinkler- and Gaseous fire protection systems which, to a large degree, are designed and approved to satisfy an array of simplified system tests for testing the systems to have sufficient firefighting capabilities, such as water and gas distribution tests, where water densities and spray patterns are measured, or extinguishing times for miniature cup fires are measured to satisfy standardized Approval demands. Watermist systems are, because of the complex spray parameters, approved for specified applications and locations based upon that the systems are actually being tested in full scale standardized fire tests which are similar to fires that are likely to happen in the applications and locations for which the water mist systems are being approved.

Water mist provides reliable fire protection based on modern technology and gives you several advantages, such as:

- Fast release.
- Compact design.
- Low water consumption.
- Higher safety level.
- Standard components.

One of the greatest challenges to engineering of Low Pressure Water mist fire suppression systems lies in determining whether the conditions of a particular test protocol are representative of the actual conditions in a given application based on an understanding of the dynamics of the interaction of Water mist with fire.

The following application parameters need to be determined as a minimum:

- Is the fuel like the test protocol (liquid or solid fuel, flash point, combustibility, quantity, arrangement)?
- Is the compartment volume equal to or less than the volume of the test room?
- Is the compartment height equal to or less than the test protocol?
- Is the compartment ventilation conditions similar (presence of fans, forced ventilation, etc., area of openings, position of openings)?
- are there more obstructions to the distribution of mist than the test protocol?
- Is the duration of protection provided by the listed system appropriate for the actual level of protection needed?.

A match needs to be established between test conditions on which the testing is based and the conditions of the actual installation and agreed through consultation with the authority having jurisdiction (AHJ), or other agencies with demonstrated qualifications in the field.

Water mist systems can be assumed to be effective if they:

 Use only components and equipment recognized by an ISO 17025 accredited testing laboratory.

- Are based upon the laboratory test report to a recognized test protocol;
- Are installed by trained personnel in accordance with the manufacturer's Water mist

system design and installation manual.

Where a Water mist system application is not covered by a recognized standard fire test, additional testing might be required to meet the requirements of the AHJ. The Water mist system can be a

- Wet pipe system, i.e. one that is permanently charged with water except the where there is potential for freezing, precautions should be taken to prevent the water in the pipework freezing.
- Dry pipe deluge type system with open nozzles.
- Pre-Action single or double interlock system.

The system can be designed to pr EN 14972-1 or NFPA 750 or local standards using Canute FHC Sprinkler Hydraulic Calculation Software, or another recognized hydraulic Calculation program.

It is assumed in the specification that the Water mist protection will form part of an integrated fire safety system as part of the building's design and that a fire detection system will also be installed to give warning of a fire as early as possible.

• Areas, rooms, or places where water discharge might present a hazard.

#### 3.4.2 System design

The system shall be designed in accordance with the applicable standards, to the requirements of the authorities, classes having jurisdiction and to the guidelines of this specification regarding the products used.

The system shall not be installed in locations containing materials which may produce violent reactions or significantly hazardous materials when reacting with water and should be installed in locations where it is not likely to sustain physical damage.

Test connections shall be in the end of each section. Test connections shall be equipped with a device simulating the discharge from a single nozzle of the installation. Discharge from the test connection should be piped to a safe discharge location to make the test of the system an easy task.

#### 3.4.3 Automatic systems

Ordinary hazard typically offices, hotels, data centres, small storage area, parking garages etc shall be protected by automatic low pressure water mist nozzles with 2 mm ultra-fast response bulbs. The system shall be fully automatic upon release, the nozzles should be fitted with 57 CO or 67 CO glass bulb except where there is a risk for high temperatures such as kitchen, saunas etc. The bulb should be maximum 30 CO above the nominal temperature in the area protected. This systems are normally wet pipe systems, i.e the pipes are filled with water and pressurized.

#### 3.4.4 Pre-Action systems

Pre-Action systems are automatic systems where the pipes are filled with compressed air. Pre-Action systems are used in areas where there are a risk for freezing or where potential faulty discharge can be a safety issue, such as data centres. The pre-action system can be either single interlock or double interlock. Single interlock, the valve will open based on low air pressure. Double interlock, the valve will open based on a signal from the fire detection system and low air pressure.

#### 3.4.5 Zoned deluge system

Zoned deluge system is used in ordinary hazard buildings for applications where automatic nozzles is not fitted for the purpose. Mainly in areas where the ceiling height is more than 6 meter. Typically, atriums which is a horizontal deluge system and is designed to blend into the building structure for aesthetic appearance.

For every zone, a control valve is installed between the pump system and the Atrium pipe system to open for water to flow into the Atrium system. To activate the system, a

double knock detection system should be used. One detector to localize the fire and one extra to confirm the fire exists.

#### 3.4.6 Total flooding

Machinery spaces, typically generator rooms, turbine rooms etc where the risk is hydrocarbons, a total flooding low pressure water mist system should be installed. The system should be activated automatically by the fire detection system. Upon activation, all the nozzles within the area protected will be activated. The system can consist of one or more zones, each with its own zone valve.

#### 3.4.7 Local application

Generators, hydraulic power units, bearings, etc where the risk is hydrocarbons, pool or spray, a local application low pressure water mist system should be installed. The system should be activated automatically by the fire detection system. Upon activation, all the nozzles within the area protected will be activated. The system can consist of one or more zones, each with its own zone valve.

#### 3.4.8 Testing

Where a Water mist deluge system cannot be tested by actual flowing water through all the nozzles installed, means shall be provided to check that the deluge valve has opened when activated.

#### 3.4.9 Calculations

The number of nozzles required depends on the roof structure, ceiling tile layout, mechanical and electrical services, and everything else that congests the roof or ceiling area. Obstructions that commonly cause the designer to exceed the estimated number of nozzles in the area of operation include wind bracing, lighting, cable trays, wide ducting, excessive structural, pipe racks and tall cabinets. Extra nozzles in the area of operation result in larger pumps and stored water tank size.

All calculations describing proposed works and referencing drawings should be approved by the Fire Engineer before procurement of all relevant materials. System piping shall be fully hydraulically designed, taking into consideration the entire piping system, to deliver the minimum required water flow and pressure to the assumed maximum area of operation. This would include the following.

Friction Loss, Flow Rates

#### 4. FIRE COMPARTMENT AT EACH FLOOR

Occupants of health care facilities are generally presumed to be incapable of self-preservation. A significant percentage of occupants in hospitals are incapable of self-evacuation or are ambulatory but incapable of perceiving a fire threat and choosing a rational response. Health care facility design and operation must incorporate methods by which a fire can be detected early, contained, and fought rapidly and successfully. Accomplishing this requires careful planning of the health care facility and its day to-day operation.

Total building fire protection for life safety is more necessary in health care facilities than in other occupancies because of the nature of the occupants. At the same time, exits are slightly less important. The first principle of designing a fire-safe health care facility is that safety must not depend wholly on any single safeguard.

#### 4.1 Building Construction

Because occupants of health care facilities must be defended in place, construction is an

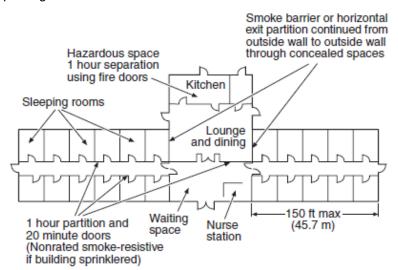
important factor, especially in multistory buildings. Buildings preferably should be constructed of noncombustible materials that resist the effects of fire and maintain structural integrity.

Buildings of two or more stories should be constructed of noncombustible materials with major structural members having at least a **2-hour fire resistance**. Materials that either burn or support combustion, although less desirable, are considered acceptable if special precautions are taken. An automatic sprinkler system is an essential part of the total fire defense system for combustible buildings.

#### 4.2 Compartmentation/Subdivision of Building Spaces

#### **4.2.1** Separation of Patient Sleeping Rooms.

Because it may not be possible to remove occupants during a fire, sleeping rooms other than the room of fire origin sometimes must serve as temporary areas of refuge. Therefore, sleeping rooms should be isolated from all other building spaces by fire-rated construction. Partitions should be continuous from the floor slab to the floor or roof above through any concealed spaces, such as those above suspended ceilings. If the building is protected by sprinklers, then walls are allowed be nonrated, provided the walls resist the passage of smoke, and they are permitted to terminate at the ceiling, provided the ceiling resists the passage of smoke



Typical Floor Plan for a Health Care Facility

#### 4.2.2 Smoke Barriers.

Every floor used by inpatients should be subdivided into at least two compartments by smoke barriers that also have a 1-hour fire resistance rating. A horizontal exit, when constructed to satisfy the additional criteria imposed on construction of smoke barriers, is a desirable alternative. Smoke barriers and smoke compartments play a very important fire safety role in health care facilities.

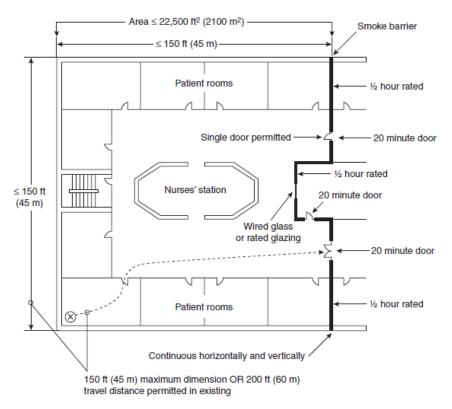
Subdividing each floor minimizes the number of occupants exposed to a single fire. More importantly, the barriers allow for horizontal evacuation of occupants to an area of refuge on the same floor. In a protect-in-place occupancy where evacuation is difficult, having the capability to evacuate horizontally is extremely important. Subdividing a space with a smoke barrier is required only on stories with patient sleeping areas that can accommodate more than 30 patients.

For stories that must be subdivided, there are two limitations on how large the smoke

compartment formed can be related to area and travel distance from any point to a door in a smoke barrier. No smoke compartment can exceed 22,500 ft2 (2100 m2) nor can the travel distance from any part of a smoke compartment to the door in a smoke barrier exceed 200 ft (60 m).

One exception for existing health care occupancies is that the travel distance to reach the smoke barrier door need not be limited where neither the length nor width of the smoke compartment exceeds 150 ft (45 m).

Figure illustrate the basic dimensional criteria and features that constitute an appropriate smoke compartment arrangement health care facility. I addition to the features shown in Figure accumulation space must be provided on both sides of a smoke barrier to accommodate a certain number of people in an emergency based on factors that range from 30 net ft2 (2.8 m2) per patient for hospitals.



Smoke Compartment in a Health Care Facility

#### **4.2.3** Protection of Vertical Openings

Fire, smoke, and other toxic products of combustion tend to spread vertically within a building. Special effort is required to prevent fire on one level from threatening the occupants above;

All shafts should be provided with fire-rated enclosures. Vertical openings connecting not more than three floors should be enclosed with fire barriers having a minimum 1-hour fire resistance rating. Two-hour rated enclosures should be provided for vertical openings connecting more than three floors. Openings to shafts should be limited to those necessary, and such openings must be protected. When designing partitions to enclose vertical shafts, consideration

should be given to the varying durability of materials. In spaces where partitions may be subject to mechanical injury, materials used to provide floor-to-floor separation should be able to resist damage in order to maintain the required fire resistance.

#### 4.2.4 Means of Egress Design

Exits in health care facilities should be limited to doors leading directly outside of the building, interior stairs and smokeproof enclosures, ramps, horizontal exits, outside stairs, and exit

passageways. Vertical evacuation of occupants within a health care facility is, at best, difficult and time consuming. Therefore, horizontal movement of patients is of primary importance.

Horizontal passageways and doors opening into corridors and rooms used for sleeping or treatment should be wide enough to allow the horizontal movement of occupants, even those in beds or on gurneys. Relocation of patients is a slow process, even under favorable staff-to-patient ratios. Because of the time required to move patients, exit access routes should be protected against fire effects. Spaces open to the corridor should not be used for patient sleeping or treatment rooms, nor should hazardous contents or activities be permitted within them.

#### **4.2.4.1** Horizontal Exits

A horizontal exit is a means of egress from one building to an area of refuge in another building on approximately the same level, or a means of egress through a 2-hour fire barrier to an area

of refuge at approximately the same level in the same building that affords safety from fire and smoke.

Partitions used as horizontal exits and smoke barriers should provide the fire resistance required for exits and, in addition, should satisfy the criteria for smoke barriers when appropriate. If possible, door openings should be limited to corridors, lobbies, or public spaces. The most desirable arrangement of mechanical systems is one in which the partitions forming the horizontal exit are not penetrated. If penetration by utilities or piping occurs, the space around the piping should be filled tightly with noncombustible materials and maintain the barrier's required fire resistance. If ducts penetrate partitions intended to be smoke barriers, combination fire/smoke dampers that close if smoke detectors within the duct activate should be provided.

**Two-hour fire barrier walls must be used to create horizontal exits.** Such barriers must be vertically continuous and must penetrate any ceiling and continue to the floor or roof deck above. The fire barrier is allowed to be omitted on any story below, provided the floor below the lowest level on which the barrier exists and all supporting members are of a 2-hour fire-resistive construction. Because a horizontal exit implies that occupants will be transferred from one side of a partition to the other (horizontal evacuation), adequate space must be available to house occupants after movement. In hospitals, **at least 30 net ft2 (2.79 m2)** per patient should be available on each side of the horizontal exit, allowing for accumulation of the total number of patients in adjoining compartments.

#### 4.2.4.2 Interior Stairs.

Exit stairs should be designed to satisfy the criteria for interior stairs. Stairs should be enclosed with fire barriers, and openings into stair enclosures should be limited to those necessary for access and discharge purposes. Stairs must be properly protected from the effects of fire.

#### 4.2.4.3 Exit Features

Egress capacity in non-sprinklered health care facilities is set at 0.6 in. (15.24 mm) per person for travel over stairs, whereas the capacity through doors and level passageways is calculated

at 0.5 in. (12.7 mm) per person. Where automatic sprinklers are provided throughout a building, exit capacity is increased to 0.3 in. (7.62 mm) per person for travel over stairs and 0.2 in.

(5.08 mm) per person for travel over level passageways.

Capacity is calculated using a "flow rate" principle. Flow rates assumed are for ablebodied persons because it is presumed that evacuation over stairs will involve only staff, visitors, and

ambulatory patients. No ambulatory occupants are expected to remain in the building under the defend-in-place concept, with those patients on the floor of fire origin being moved horizontally to an adjoining smoke or fire compartment. Limits on travel distance reflect anticipated slow movement.

Travel distance normally should not exceed the following:

- 1. 100 ft (30 m) between an exit and any room door intended for use as an exit
- 2. 150 ft (46 m) between an exit and any point in a room
- 3. 50 ft (15 m) between any point in a sleeping room or suit of sleeping rooms and the exit access door of that room

Travel distance from any point on a floor to reach a door in a smoke barrier is limited to 200 ft (61 m).

#### 4.2.5 **Exit Marking and Exit Illumination**

Readily visible signs should mark all exits. Where access to exits is not immediately visible, access routes also should be marked. The entire means of egress must be continuously illuminated whenever the building is occupied. In some cases, normal street lighting is adequate for illumination of exit discharge. However, consideration should be given to the conditions that would result from a power failure. Emergency power is also required to illuminate the means of egress and exit marking.

Luminescent, fluorescent, or reflective material should not be substituted for required

Emergency power supplies should maintain illumination automatically in the event of a power failure without any appreciable interruption during the changeover from normal to emergency power. Where a generator is provided, the delay should not be more than 10 seconds. Where emergency power is supplied by a central system with an engine-driven generator, the design should minimize the probability of any single emergency simultaneously interrupting both normal and emergency power supplies. The switch(es) that transfers power from normal to emergency circuits is one place where normal and emergency circuits are required to merge. If this switch(es) is exposed to fire, it could simultaneously interrupt power to both normal and emergency circuits. The transfer switch and other electrical distribution panels and switch gear should be separated from the generator, as well as from the remainder of the building.

# **General Scope of work**

Peshawar Institute of Cardiology - MTI (PIC-MTI) Hospital is located in phase 5, Hayatabad. PIC-MTI has 250 beds including 2 Intensive Care Units (ICU), 4 Cardiac Care Units, 6 Operation Rooms and 6 Catheterization Laboratories. Also having state of the art diagnostics services (Laboratory & Radiology). The specific objectives of this assignment will be: a) To fulfil the legal requirements as outlined in OSHA 2007 and Legal Notice No. 31/2004, Supply and installation testing and commissioning of detection system including wiring of components with fire rated wire ,Ms conduiting,juntion boxes with including of mechanical piping of MS schedule 40 high pressure piping and accessories as per FM-200 piping standard.

- Complete building assessment against any fire emergency.
- Complete fire safety design of the Building as per JCIA standards.
- Installation of Fire Points in the building as per standards.
- Provision of fire evacuation chairs
- Provision of fire evacuation Streture Trollies.
- Provision of Spill kits in the entire building as per need and design.
- Installation of fire resistant doors where required as per the proposed design.
- Emergency GO bags for paeds units.
- Supply installation and commissioning of Stair case pressurization having air flow of Fan will be installed in each stair,
- Fan will be operated via Fire alarm signal (Fire alarm signal ) to be provided to Fan panel from Fire Alarm system.
- In event of Fire Fan will operate to maintain constant pressure in stair case to avoid penetration of fire and smoke through stairs from one floor to another. Pressure Relief damper shall be installed in order to avoid excess pressure,
- pressure in stair shall be maintained as per standards.
- Personal Protection Equipment
- Rescue Rope
- Rescue Shoot

### 1. TERMS AND CONDITIONS

#### **Period of Contract:**

- a) This contract shall be valid for a period of 12 months.
- b) **Price:** Quoted rates shall be valid for the entire period of the contract.
- c) **Payment:** Payment shall be made on work done within fifteen (15) days from the date of receipt of bill duly certified & recommended by Manager Building & Facilities & Building Engineer PIC-MTI.
- d) **Performance:** The performance of the contractor will be continuously evaluated by the Building & Facilities Management Department PIC-MTI.
- e) **Certification of bills:** A fitness certificate regarding performance and execution of FM 200 Fire suppression system, countersigned by Building & facilities Manager & Building Engineer PIC-MTI, will be submitted by the contractor along

- with their each monthly bill.
- f) **Reports:** WBS, weekly progress report, check requests should be submitted to building Engineer for smooth execution of the project.
- g) **Penalty:**5% penalty should be imposed if project is not completed in stipulated time period.
- h) **Contractor staff accommodation:** Contractor must provide accommodation for his employees near to hospital. Hospital will not provide accommodation to contractor staff.
- i) **Staff Training:** Contractor after the successful execution of the work will train our staff on FM200 system for at least one month under the supervision of well qualified & experience person. Training report will be submitted to Building Engineer PIC-MTI on daily basis.
- j) **Factory Visit:** 3 person from PIC-MTI, Manager Building & Facilities, Building Engineer, Manager Procurement/ Astt Manager, prior to execution of work.

#### 2. Annual maintenance requirements under the warranty Period:

- 1- Inspect fire dampers and fire stop flaps
- 2- Inspect all flues and fluepipes
- 3- Inspect disconnect switches for mechanical air conditioning and ventilation systems
- 4- Test cooking equipment fire protection systems; replace fusible links and sprinkler
- 5- Test emergency lighting
- 6- Drain and refill tank with fresh supply at least once a year

#### 3. Maintenance requirement over five years:

- -Test H2O2 CO2 and dry chemical extinguishers hydrostatically.
- -Test insulation of emergency power generator winding.
- -Empty stored pressure type extinguishers requiring hydrostatic test and subject to maintenance. Hydrostatically, test dry chemical, dry powder, and vaporizing liquid type extinguishers.
- -Inspect dry pipe sprinkler system for obstruction and flush where necessary

# **4.** Maintenance and appropriations required to ensure building Safety from fire:

- 1- Provide an engineering consulting report showing the suitability of FM200 system
- 2- To submit an engineering consultant report stating the efficiency of said systems.
- 3- Satisfactory report of the end user .i.e. Building & Facilities Management Department will be required to process the final bill.
- 4- Provide a report on automatic and manual warning and profiting that the sound of the alarm is high and audible throughout the site with the installation of a flash light next to the alarm
- **5-** Conduct standard inspection tests on system to check that the FM200 system is working properly.

## 5. Qualifications and mandatory eligibility requirements:

The evaluation of the offers is influenced by the following qualification and

mandatory requirements. The contractor (service provider) should provide a proof of the following:

- Must have at least 10 years of experience in providing the requested services
- $\bullet$  Must provide a list/reference of a minimum 5 top clients previously/currently served
- Must provide proof of valid Company Registration Certificate

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#### 1. **Bid Form and Price Schedules**

		Date:	
		IFB No:	
To:			
	Hospital Director,		
	Peshawar Institute of Cardiology,		
	Medical Teaching Institution,		
	Peshawar.		
	Sir,		

Having examined the bidding documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods and services] in conformity with the said bidding documents for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

(if none, state "none")

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

## Price Schedule in Pak. Rupees

Name of Bidde	r IFB Numl	oer P	age of
---------------	------------	-------	--------

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

Signature of Bidder	

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

#### 2. Bid Security Form

Whereas [name of the Bidder] (	hereinafter called	l "the Bidder") ha	s submitted	its bid dated	[date of submission of
bid] for the supply of [name a	nd/or description of th	ne goods] (hereinaf	ter called "t	he Bid").	

KNOW ALL PEOPLE by these presents that WE [name of ban	ink] of [name of country], having our registered o	ffice
at [address of bank] (hereinafter called "the Bank"), are k	bound unto [name of Procuring agency] (hereina	after
called "the Procuring agency") in the sum of for which	n payment well and truly to be made to the	said
Procuring agency, the Bank binds itself, its successors,	, and assigns by these presents. Sealed with	the
Common Seal of the said Bank this day of	20	

THE CONDITIONS of this obligation are:

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

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

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

[signature of the bank]

#### 3. AGREEMENT DEED

## FOR PROCUREMENT, INSTALLATION & MAINTENANCE OF EQUIPMENT

**THIS AGREEMENT DEED** is made on this day st day of September in the year 2021 by and between:

#### Peshawar Institute of Cardiology, Medical Teaching Institute, Peshawar

situated at Phase-V, Hayatabad, Peshawar through its Hospital Director

(hereinafter referred to as **'First Party'** which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, successors and assigns)

And

#### M/s [Mention Second Party]

(hereinafter referred to as 'Second Party' which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, successors and assigns).

(both the above hereinafter collectively referred to as 'Parties')

**WHEREAS** the Second Party has agreed to supply [Mention Goods] (hereinafter referred as 'Equipment') out of the fresh stock to the First Party on the following terms and conditions:

#### **DEFINITIONS:**

- a. **'Consideration'** means the price payable to the Second Party by the First Party under this Agreement Deed for the full and proper performance of its contractual obligations.
- b. **'Equipment'** means all of the equipment, machinery, and/or other materials which the Second Party is required to supply to the First Party under this Agreement Deed.
- c. 'Services' means those services ancillary to the supply of the Equipment, 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 Second Party.
- d. **'Project Site'** where applicable, means the place or places named in this Agreement Deed.
- e. 'Day' means a calendar day.
- f. **'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.
- g. **'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.

h. **'Force Majeure'** means an event beyond the control of the Parties and not involving the Parties fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the First Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

#### **TERMS AND CONDITIONS:**

- 1. Second Party shall deliver and install the Equipment at the premises and precincts of Peshawar Institute of Cardiology on CNF basis.
- 2. The specification, quality, quantity of goods shall be in conformity to purchase order, which shall be made part of this Agreement Deed. The Second Party shall include the ancillary Services attached with the Equipment.
- 3. The Equipment supplied under this Agreement Deed shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, it shall conform to the authoritative standards appropriate to the Equipment's country of origin. Such standards shall be the latest issued by the concerned institution.
- 4. The Second Party shall 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 Equipment;
  - ii. furnishing of tools required for assembly and / or maintenance of the supplied Equipment;
  - iii. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Equipment;
  - iv. performance or supervision or maintenance and/or repair of the supplied Equipment, for a period of time indicated in purchase order, provided that this service shall not relieve the Second Party of any warranty obligations under this Agreement Deed; and
  - v. Training of the First Party's personnel, at the Second Party's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

- 5. The Second Party will be liable to complete the supply within stipulated time limit i.e. 90 days after the confirmation of LC from the respective manufacturer of the Equipment.
- 6. The Second Party will liable to complete the supply within stipulated time limit by confirming quality, quantity and timeline up to the entire satisfaction of First Party.
- 7. The Second Party warrants that the Equipment supplied under this Agreement Deed are brand new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in this Agreement Deed. The Second Party further warrants that all Equipment supplied under this Agreement Deed shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the First Party specifications) or from any act or omission of the Second party, that may develop under normal use of the supplied Equipment in the conditions prevailing in the country of First Party.
- 8. The First Party shall promptly notify the Second Party in writing of any claims arising under this warranty.
- 9. The First Party, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Second party, may terminate this Agreement Deed in whole or in part:
  - a. if the Second Party fails to deliver any or all of the Equipment within the period(s) specified in this Agreement Deed, or within any extension thereof granted by the First Party; or
  - b. if the Second Party fails to perform any other obligation(s) under this Agreement Deed.
  - c. if the Second Party, in the judgment of the First Party has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement Deed.
- 10. In case the Second Party failed to complete the supply till the due date i.e. 90 days from confirmation of LC from the respective manufacturer of the Equipment, a penalty as per detail below will be charged from the Second Party;
  - i. Penalty @ 2% for late supply up to 15 days.
  - ii. Penalty @ 5% for late supply after 15 days up to 30 days.
  - iii. Penalty @ 07 % for late supply beyond 30 days

Once the maximum is reached, the First Party may consider termination of the contract.

11. The Second Party shall be responsible for the transportation of the Equipment and the transportation charges incurred thereof. The Second 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 reduced by the First Party. In case of failure of Second Party to supply the goods within the stipulated period, the First Party will be at liberty to make an alternate arrangement at the risk and cost of Second Party and the Second Party shall be liable to pay the entire cost/amount to the alternate supplier according to the demand of the First Party. In the event of commuting a default the First Party will be at liberty to take any civil/criminal legal action against the Second Party in accordance with law. A fine up to ten percent (10%) of the Consideration shall also be inflicted against the Second Party.

- 12. The Second 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 First Party or its agent will be authorized at all reasonable time to view, check and examine the conditions of the supplied Equipment.
- 13. Upon demand made by the First Party at any time or from time to time, to execute all such instruments, deeds or documents which the First Party may in its sole discretion require, the Second Party will do the needful.
- 14. The First Party will be furnishing all such information as the Second Party may at any time or from time to time required relating to the position of goods and pecuniary liability of the First Party or otherwise whatever.
- 15. The Second Party shall not, without the prior written consent of First party, disclose this Agreement Deed, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the First Party in connection therewith, to any person other than a person employed by the Second Party in the performance of this Agreement Deed. 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 Second Party shall provide such packing of the Equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Agreement Deed. 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 Equipment's 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 Agreement Deed, including additional requirements, if any, and in any subsequent instructions ordered by the First Party.

- 18. The First Party will be at liberty, at all times and shall have the right to return the Equipment, provided/delivered by the Second Party with regard to quality, quantity, value or otherwise fitness for use. Notwithstanding anything contained hereinabove, it is hereby agreed by both Parties that the First Party at all times be at liberty and shall have the right to cancel or reduce the quantity, without assigning any reason.
- 19. The Second Party shall be bound under this Agreement Deed to provide the warranty, maintenance and services of Equipment which must be seven (----) years with spare parts including accessories from the date of installation. The Second Party shall be bound to keep available the spare parts for 10 years.
- 20. Post warranty shall be ----- % of the contract value per year, for maintenance contract, including service and parts.
- 21. The Second Party shall deposit an amount of **10%** of the Consideration as service security, which will be refundable after expiry of the period of warranty/guarantee and services after necessary adjustments.
- 22. The Second Party shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under this Agreement Deed is the result of an event of Force Majeure.
  - If a Force Majeure situation arises, the Second Party shall promptly notify the First Party in writing of such condition and the cause thereof. Unless otherwise directed by the First Party in writing, the second Party shall continue to perform its obligations under this Agreement Deed as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 23. Any notice given by one party to the other pursuant to this Agreement Deed 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.
- 24. A notice shall be effective when dispatched on the given address of the Parties in this Agreement Deed via above means.
- 25. Payment to the Second Party 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.
- 26. The Equipment shall be open to inspection at all times during the agreement period. The inspection of Equipment shall be carried out by a representative from purchase, legal, quality control, finance or end using department.

- 27. Besides the above conditions the Second Party shall be bound to fulfill the defacing if found at any time and for the purpose shall be ready to sign and execute a fresh agreement if needed.
- 28. Each Clause of this Agreement Deed shall be and remain separate from and independent of and severable from all and any other Clauses herein except where otherwise indicated by the context of this Agreement Deed. The decision or declaration that one or more of the Clauses are null and void shall have no effect on the remaining Clauses of this Agreement Deed.
- 29. In the event of any difference or dispute arising between the Parties or their representative agents regarding rights and liabilities of the parties or any other matter relating to this Agreement Deed may be referred to the Board of Governors of the First Party and their decision will be final in all aspects and the Second Party warrants to abide by the decision of the Board of Governors of the First Party and will be bound by the decisions.
- 30. This Agreement Deed may be reviewed at any stage with mutual consultation of both Parties, if required. All amendments or addition to this Agreement Deed must be in writing and signed by both Parties through addendum to this Agreement. No amendment of any provision of this Agreement Deed shall be valid unless the same shall be in writing and signed by the Parties
- 31. The validity, interpretation, construction and performance of this Agreement Deed shall be governed by the Laws of Khyber Pakhtunkhwa in Pakistan. This Agreement Deed shall be interpreted with all necessary changes in gender and in number as the context may require and shall convey to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the Parties mentioned above have carefully pursued the terms and condition embodied in this Agreement Deed and have executed the same, setting their signatures below, on the date and place mentioned above.

# 4. Performance Security Form

To: [name of Procuring agency]
WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated 20 to supply [description of goods and services] (hereinafter called "the Contract").
AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.
AND WHEREAS we have agreed to give the Supplier a guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
This guarantee is valid until the day of20
Signature and seal of the Guarantors
[name of bank or financial institution]
[Address]
[date]

# 5. Bank Guarantee for Advance Payment

To: [name of Procuring agency]
[name of Contract]
Gentlemen and/or Ladies:
In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, [name and address of Supplier] (hereinafter called "the Supplier") shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].
We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words].
We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.
This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].
Yours truly,
Signature and seal of the Guarantors
[name of bank or financial institution]
[Address]
[date]

#### 6. **INTEGRITY PACT**

DECLARATION OF FEES,	COMMISSION AND	BROKERAGE ETC.	PAYABLE BY	THE SUPPLIER	S OF GOODS,	SERVICES &
	WORKS IN C	ONTRACTS WORT	H RS 10 00 M	III I ION OR MO	ORF	

Contract No	Dated	Contract Value: [To be filled in at the
time of signing of Contract]	Contract Title:	

[name of Supplier] 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 subdivision or agency thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] 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 GoKP, except that which has been expressly declared pursuant hereto.

[name of Supplier] 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 GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] 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 GoKP.

Notwithstanding any rights and remedies exercised by GoKP in this regard, [name of Supplier] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] 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 GoKP.

Name of Buyer:		Name of Seller/Supplier:	
Signature:	[Seal]	Signature:	{Seal

## The bidders will quote the technical bids on the format/ Form given below. **Technical Bid Quotation (Form):**

S.No in SBD				
Name of the Equipment				
Make				
Model				
Country of origin.				
Vis-à-vis (mandatory)				
Hospital Specification	Quoted Specification of the firm			