



**PESHAWAR INSTITUTE OF CARDIOLOGY
MEDICAL TEACHING INSTITUTION**

**STANDARD BIDDING DOCUMENTS
FOR**

**SUPPLY & INSTALLATION OF FM 200 SYSTEM &
CONSTRUCTION OF FIRE COMPARTMENTS IN
VARIOUS PARTS OF THE BUILDING FOR THE**

for the Year 2021-22"

**REF: (PIC-039)
Single Stage Two Envelope**

(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
2021-2022
(REF NO PIC-039)

Sealed tenders are invited from the **reputed firms**. Tender should reach to the office of the undersigned on or before **28th September, 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. No	Name of Item	Bid security	Pre-Bid Meeting	Tender Process
1	Office Furniture (2 nd Time)	300,000	09-09-2021	Single Stage Two Envelope
2	Hardware and sanitary (2 nd Time)	200,000	09-09-2021	Single Stage Single Envelope
3	Printing For Hospital	300,000	09-09-2021	Single Stage Single Envelope
4	Physiotherapy Item	500,000	13-09-2021	Single Stage Two Envelope
5	Multi Head Microscope	2%	13-09-2021	Single Stage Two Envelope
6	Supply & Installation Of FM 200 System & Construction Of Fire Compartments.	500,000	14-09-2021	Single Stage Two Envelope

TERMS AND CONDITIONS: -

1. Only typed tender 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 the above mentioned dates 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 Peshawar Institute of Cardiology or electronically download the same from the official website of Peshawar Institute of Cardiology www.pic.edu.pk
5. The Bid Security in the shape of Pay order (PO) will not be accepted.
6. 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

Plot No: 5-A, Sector B-3, Phase –V Hayatabad Peshawar,
Khyber Pakhtunkhwa,
mmd@pic.edu.pk

Section II. Bid Data Sheet

DATA SHEET		
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.	SUPPLY & INSTALLATION OF FM 200 SYSTEM & CONSTRUCTION OF FIRE COMPARTMENTS IN VARIOUS PARTS OF THE BUILDING (PIC-039)
ITB 1.1	Name of Contract.	SUPPLY & INSTALLATION OF FM 200 SYSTEM & CONSTRUCTION OF FIRE COMPARTMENTS IN VARIOUS PARTS OF THE BUILDING (PIC-039)
ITB 4.1	Name of Procuring agency.	Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.
ITB 6.1	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 CURRENCY		
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
ITB 14.3 (b)	Spare parts required for years of operation.	<ul style="list-style-type: none"> • Five Years free of cost provision of services and spare parts under warranty period. • Ten Years parts availability in market and will provide certificate for the same.

ITB 15.1	Amount of bid security.	<p>500,000 PKR</p> <p>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.</p> <p>The copy of the bid security should be placed in Technical Bid not showing the amount.</p> <p>An affidavit is also mandatory showing that the bid security is attached in the financial Bid.</p>
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.	<p>Hospital Director Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan</p>
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. 17-06-21.
ITB 19.3	Pre-Bid meeting with the bidders	27-05-21 At 10:00 am in Peshawar Institute of Cardiology Committee Room
ITB 22.1	Time, date, and place for bid opening.	<p>11:30 AM Sharp. 17-06-21.</p> <p>Peshawar Institute of Cardiology Committee Room</p>
BID EVALUATION		
ITB 23.1	Clarification of Bids	<p>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.</p> <p>This communication shall be with the prior approval of chairman T&E committee.</p>
ITB 25.3	Criteria for bid evaluation.	<p>Merit Point Evaluation</p> <p>The items ranked highest in merit points (obtained through and based on technical and financial evaluation) will get unit rate central Contract.</p>

ITB 25.4 (a)	One option only. Delivery schedule.	Not Applicable
ITB 25.4 (b)	Relevant parameters in accordance with option selected:	
Option (i) Option (ii) Option (iii)	adjustment expressed as a percentage, or adjustment expressed in an amount in the currency of bid evaluation, or adjustment expressed in an amount in the currency of bid evaluation,	Not Applicable
ITB 25.4 (c) (ii)	Deviation in payment schedule. Annual interest rate.	Not Applicable
ITB 25.4 (d)	Cost of spare parts.	Not Applicable
ITB 25.4 (e)	Spare parts and after sales service facilities in the Procuring agency's country.	Not Applicable
ITB 25.4 (f)	Operating and maintenance costs.	Not Applicable
ITB 25.4 (g)	Performance and productivity of equipment.	Not Applicable
ITB 25.4 (h)	Details on the evaluation method or reference to the Technical Specifications.	As in section on Technical Evaluation of bids.
ITB 25.4 Alternative	Specify the evaluation factors.	Not Applicable
Contract Award		
ITB 29.1	Percentage for quantity increase or decrease.	Number of items can be increased and 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		
1. DEFINITIONS	1.1 g	The Procuring agency is: Peshawar Institute of Cardiology Medical Teaching Institution Peshawar
	1.1 h	The Procuring agency's country is: Pakistan
	1.1 i	The Supplier is: <ul style="list-style-type: none"> 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, Instruments & Medical Devices in Pakistan.
	1.1 j	The Project Site is: Peshawar Institute of Cardiology
3. COUNTRY OF ORIGIN		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. Bidders are bound to supply the equipment from quoted country of origin only.
7. PERFORMANCE SECURITY	7.1	<p>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.</p> <p>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 retained by procuring entity till completion of warranty period.</p>

8. INSPECTIONS AND TESTS	8.6	<p>i. The Technical Evaluation shall be conducted by the Technical and Evaluation (T&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).</p> <p>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 & Equipment, instruments etc.</p>
9. PACKING		In accordance with the GCC Clause 9 as well as provided in the relevant clauses of contract agreement of Peshawar Institute of Cardiology with the Supplier/s (Section-VI of these SBDs)
10. DELIVERY AND DOCUMENTS		<p>Applicable Delivery Mode: Delivered Duty Paid (DDP) as per contract agreement of the Successful with the Procuring Agency.</p> <p>The delivery, loading/unloading and installation will be responsibility of bidder.</p> <p>No charges will be paid additionally in case of penalty or any other charges.</p>
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	<p>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:</p> <p>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</p> <p>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 evaluation.</p>
	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
16. PAYMENT	16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <ol style="list-style-type: none"> 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 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 Payment shall not be made for partial and incomplete supply of goods. The LC will be opened with the principal/Manufacturer directly. Non Third party will be allowed. The payment will be made 80/20 %. The 80% will be made on shipment arrival and the remaining 20% will be made after successful inspection by the committee.
17. PRICES	17.1	<ol style="list-style-type: none"> 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. 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. 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.
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

		<p>by Supplier with the Procuring Agency under KPPRA Regime. If at all required, the jurisdiction of Court shall be of Peshawar, Khyber Pakhtunkhwa.</p> <p>Bid Tie.</p> <p>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.</p>
29. GOVERNING LANGUAGE	29.1	The Governing Language shall be: English
30. APPLICABLE LAW	30.1	<p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan, which includes the following legislation:</p> <ul style="list-style-type: none"> 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	<p>Procuring Agency address for notice purposes:</p> <p>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</p> <p>Supplier's address for notice purposes: As mentioned in their bidding document</p>
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

1. 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

SUPPLY & INSTALLATION OF FM 200 SYSTEM & CONSTRUCTION OF FIRE COMPARTMENTS IN VARIOUS PARTS OF THE BUILDING

Evaluation Criteria

Total Marks (Technical Criteria + Financial Criteria): TM: 70 + 30 =100

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

-Total Marks: **200**

=**Qualification Marks 140 (70%) + Mandatory**

Category	Description	Points		Documents Required
Legal (Mandatory)	Income Tax Registration	Mandatory		Copy of NTN duly verifiable Active Tax Payer Certificate from FBR website.
	General Sales Tax Registration	Mandatory		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
	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 <u>completion certificate(s)</u> or <u>Inspection Report(s)</u>
	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>

	with a Firm fulfilling the above-mentioned criteria.			<u>certificate(s) or Inspection Report</u> of the experienced Firm
Financial strength	Financial Audit Report / Bank statements / any supporting document (Max Points 100) (last 01-year)	60-80 millions	20 Points	Audited Final Accounts OR <u>Bank Certificate</u> of Company's Bank Account certifying the required financial worth of Bidder.
		80-100 millions	30 Points	
		120+ millions	50 Points	
Professional Tax	Registration in Professional tax		5 Points	Attach Valid Certificate
Technical (Quality, Human Resource, Professionals staff details)	List of technical staff required) (Max Points 100)	15-20	3 Points	Attach <u>Copies of Training certificates</u> with profile of technical resources.
		20-25	5 Points	
		25+	10 Points	
Country of Origin of principal manufacturer	Country of Origin certificate	USA / European/Japan	20 Points	Attach Certificates of all BOQ items.
Office Location	The Bidder must have functional corporate Local office	KPK	10 Points	Copy of Tenancy agreement or ownership documents of the office premises AND Copy of recently paid <u>utility Bill</u> (maximum 3 months old)
Warranty	Minimum 1 Year Warranty, after warranty support for minimum of 7 years		5 Points	Attach <u>Certificates of Warranty</u> , Letter from Manufacturer for <u>7 year after warranty support</u>

Financial Criteria (30 Marks):

S #	Parameters	Sub-Parameters	Total Marks: 30
	Price		30
		<p>Lowest Price will get full marks.</p> <p>The formula to calculate the marks for the price submitted is:</p> <p>[Lowest Price (Fm)/Price of Bid under consideration (F)] x100 x 0.30</p>	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

Statement of Requirement with Specification

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, junction 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 paed's 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.
-

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.

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 5 years of experience in providing the requested services
- Must provide a list/reference of a minimum 5 top clients previously/currently served
- Must be properly registered in accordance with the laws and legislation (Forwarded to mmd)
- 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 Bidder_____ IFB Number_____ Page of_____

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

Signature of Bidder _____

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

2. Bid Security Form

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

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto [name of Procuring agency] (hereinafter called "the Procuring agency") in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 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:
 - a. fails or refuses to execute the Contract Form, if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

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

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

[signature of the bank]

3. 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 of _____ 20____.

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 SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

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 times 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):

[illegible]