



**GOVT. OF KHYBER PAKHTUNKHWA
HEALTH DEPARTMENT.**



**PRINCIPAL
SAIDU MEDICAL COLLEGE, SAIDU SHARIF SWAT**
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**BIDDING DOCUMENT FOR PROCUREMENT OF
Bio Medical Equipment/Instruments, Anatomical Models & Charts,
Forensic & Basic Instruments, Audio-Visual, It & Electronics YEAR
2025-26**

THROUGH EPADS

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

TENDER NOTICE

THROUGH EPADS

Principal/Chief Executive, Saidu Medical College, Saidu Sharif Swat, intends to invite e-bids through EPADS, from firms/vendors registered with FBR and KP Professional Tax (where applicable) and Authorized in relevant category where required, for provision of **Bio Medical Equipment/Instruments, Anatomical Models & Charts, Forensic & Basic Instruments, Audio-Visual, It & Electronics**, during the fiscal year 2025-2026. The procurement shall be carried out (Single Stage two Envelope) in accordance with Rule 6(2)(b) under the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014.

Bid Documents: E-Bidding documents containing detailed terms and conditions, specification and requirements etc., are available for the registered bidders on EPADS at <https://kp.eprocure.gov.pk>, and website of KPPRA and Saidu Medical College <https://www.smcswat.edu.pk>

Terms and Conditions:

1. Only suppliers/contractor firms registered on KPPRA/EPADS will be eligible to participate in the tender. Unregistered firms may complete their registration on the official procurement portal <https://kp.eprocure.gov.pk> to qualify."
2. Pre Bid Meeting will be on January 13, 2026 1100am MPH Saidu Medical College Swat.
3. E-Bids, prepared in accordance to the instructions contained in the bidding documents along with bid security instrument, and required documents; must be submitted by using EPADS on or before **January 22, 2026 till 11:00 am**. Manual bids shall not be accepted. Electronic Bids will be opened on the same day at 11:30 am.
4. Scanned copies of all documents shall be uploaded through EPADS while submitting e-bid. However, bid security instrument in form of Call Deposit Receipt (in original) shall also be submitted in the office of the **Principal Saidu Medical College Saidu Sharif Swat**, before closing time for submission of e-bid.. The competent authority reserves the right to reject all bids or proposals at any time prior to the acceptance as provided under Rule 47 of the KPPRA Procurement Rules, 2014.

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PREFACE

These Bidding Documents have been prepared for the procurement of for Bio Medical Equipment, Anatomical Models & Charts, Forensic & Basic Instruments, Audio-Visual, It & Electronics, for Saidu Medical College, Swat through Self Finance Funds (2025-26) through National Competitive Bidding (NCB) under KPK procurement of Goods, Works & Services rules 2014.

In order to simplify the preparation of the Bidding Documents for each Procurement, the said 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 Instructions to Bidders (ITB) and General Conditions of Contract (GCC).

Part-Two has five sections. Any amendment or variation in the Instructions to Bidders (ITB) and the General Conditions of Contract (GCC) in Part-I, regarding contract data and procurement specific provisions, will be carried out in Bid Data Sheet (BDS) & Special Conditions of Contract (SCC) respectively in Part-Two: Section-I which includes Invitation For Bid (IFB), Bid Data Sheet (BDS) & Special Conditions of Contract (SCC).Part-Two: Section-II includes Technical & Financial Evaluation Criteria for the bidder and the intended Goods. Part-Two: Section-III further includes Schedule of Requirements, Technical Specifications and Ancillary Services. Part Two: Section-IV also contains standardized Sample Forms and Schedules to be submitted by the bidder; and Part-Two: Section V contains in the end, exceptions to the list of eligible countries for the procurement activity under consideration.

This bidding document is prepared with consultation of technical committee members, end users and purchase committee as well, not only to simplify the bidding document but also to procure quality equipment for Saidu Medical College, Swat

Errors and omissions accepted. In case of any doubt in the interpretation of any point, decision of Technical Committee and Procuring entity (Principal/Chief Executive Saidu Medical College) will be acceptable to the bidders.

Fixed Conditions of Contract
Section -I
INSTRUCTIONS TO BIDDERS (ITB)

The Bidders are expected not only to read this document thoroughly but also to come with relevant documents in their Bids in order to make the process easy and transparent as well.

1. Scope of Bid:

Saidu Medical College, Swat invites bids for supply of Goods specified in the Schedule of Requirements along with Technical Specifications and related services incidental there to meet the requirement of Saidu Medical College, Swat. Bid Reference Number for the procurement activity as mentioned in **Bid Data Sheet (BDS)**.

2. Source of Funds:

Non-ADP/Self- Finance Project. (2025-26)

3. Eligible Bidders:

a) This Invitation for Bids (IFB) is open to all eligible or Pre-Qualified manufacturers and to the importers or their authorized agents in Pakistan for supply of Goods as mentioned in the **Bid Data Sheet (BDS)** and more specifically described in the Schedule of Requirement in Part-Two: Section-III of these Bidding Documents.

b) Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in bidding.

c) The Importer/Agent must possess valid authorization from the Manufacturer embassy attested and shall have to submit a copy of Equipment Sale License/ Drug Sale License/ Memorandum of Association/ Partnership Deed registered with the Registrar of Companies. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Bid Form 3B: Section IV of these Bidding Documents to the effect that they are the pre-qualified Manufacturer of the required specifications of Goods.

d) Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE.

e) Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(i) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or

(ii) Submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 15.6 of these Bidding documents.

However, this does not limit the participation of subcontractors in more than one bid.

(f) Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably Request.

(g) Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably Request. The Government of Khyber Pakhtunkhwa defines Corrupt and Fraudulent Practices as "*the offering, giving , receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty*".

4. Corruption & Fraud:

Indulgence in corruption, fraudulent practices, attempt to offer inducement of any sort, formation of cartel to discourage fair competition inducement or intentional submission of false or materially incorrect information is liable to result in cancellation of Bid(s) or disqualification of the bidder(s) **under rule 43 KPK** Procurement of Goods, Works and Services Rules 2014, cancellation of contracts, and debarring & blacklisting of the Bidder(s) under Rule 44 of KPK Procurement of Goods, Works And Services Rules 2014, for a stated or indefinite period of time. Black listing of the bidder will be uploaded on the procuring entity website & authority website.

5. Eligible Goods & Services:

All goods and related services to be supplied under the contract shall conform to the policies of the Government of Khyber Pakhtunkhwa in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause.

- (a) The term "Goods" includes any goods that are the subject of this Invitation for Bids and
- (b) The term "Services" includes related ancillary services such as transportation, installation, insurance, port releases, after sale service etc.

6. Cost of Bidding:

The Bidding Documents will be available from the date of publishing of the IFB and will be available up to the period as mentioned in the Bid Data Sheet. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. Bidding for Selective Items:

Bidding policy is Lot-wise. The bidder must quote for all the items of lot, failing to do so will be declared non responsive.

8- joint venture: -

As the procurement is LOT wise therefore in case of joint venture, joint venture agreement (JVA) on Judicial Stamp Paper will be mandatory.

The Bidding Procedure

8. The Governing Rules:

The Bidding procedure shall be governed by the Procurement of Goods, Works and Services Rules, 2014 of the Government of Khyber Pakhtunkhwa.

9. Applicable bidding procedure:

a) The bidding procedure is governed by Rule-6(2-B) “Two-envelop tendering” of Procurement of Goods, Works and Services Rules, 2014 of the Government of Khyber Pakhtunkhwa. Bidders are advised also to refer to the **Bid Data Sheet (BDS)** to confirm the Bidding procedure applicable in the present bidding process.

b) The Bidding procedure prescribed in the Bid Data Sheet above is explained below:

Single Stage Two Envelop Procedure

- i) Under EPADS, bidders will submit their Technical Bid and Financial Bid separately through the online system. Both parts must be uploaded in the designated sections of the portal.
- ii) Each bid must be clearly labeled in EPADS as “Technical Bid” and “Financial Bid” to avoid any confusion while submitting.
- iii) At the bid opening stage, the Procuring Agency will open and evaluate only the Technical Bids available in the system. The Technical Bid will be checked for responsiveness, eligibility of the firm and compliance of the quoted items with the required specifications. Only firms and items declared technically responsive will qualify for financial opening.
- iv) Financial Bids submitted in EPADS will remain locked and inaccessible until completion of the technical evaluation. Only the Financial Bids of technically qualified bidders will be opened in the system as per EPADS rules and the approved evaluation schedule.
- v) The Procuring Agency shall evaluate the technical bid according to the Technical Evaluation Criteria indicated in the Bidding Documents as per Rule 39 of the KPK Procurement of Goods, Works and Services Rules 2014, without reference to the price and may reject any bid which does not conform to the specified requirements.
- vi) During the technical evaluation, no changes or updates to the Technical Bid are allowed in the EPADS system. The Financial Bids of only the technically qualified bidders will be opened through EPADS on the date and time announced by the Procuring Entity. The schedule will be communicated to all bidders in advance through the system. Financial Bids of firms that do not qualify technically will remain locked in EPADS and will not be opened. The bidder whose offer ranks highest under the approved Technical and Financial Evaluation Criteria will be recommended for contract award.

The Bidding Documents

10. Contents of the Bidding Documents:

1. The goods required, applicable bidding procedures, and Contract terms & conditions are prescribed in the Bidding Documents. Contents of the Bidding Documents include: a) Invitation for Bids (IFB).
 - b) Instructions to the Bidders (ITB)
 - c) General Conditions of Contract (GCC)
 - d) Special Conditions of Contract (SCC)
 - e) Technical & Financial Evaluation Criteria
 - f) List of Required bio-medical Equipment, Instruments & Electronics.
 - g) Technical Specifications of the intended goods
 - h) Sample Size & Ancillary Services
 - i) Schedule of Requirements
 - k) Sample Forms, Schedules & contract template

In case of any discrepancy between the contents of the Invitation for Bid (IFB) and those of the Bidding Documents listed.

2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Invitation For Bids (IFB) and the Bidding Documents (SBDs). Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive may be at the Bidder's risk and shall lead to the non-responsiveness of his Bid under KPK Procurement of Goods, Works and Services Rules 2014 or rejection of his bid under Rule 47 of the KPK Procurement of Goods, Works and Services Rules 2014.

11. Clarifications (On Bidding Documents):

A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in a Pre-Bid meeting or in writing at the Procuring Agency's address indicated in the **Bid Data Sheet (BDS)**. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives not later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids.

Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents. To respond to all such queries, the Procuring Entity will hold a Pre-Bid Meeting under Rule 37(10) of the KPK Procurement of Goods, Works and Services Rules 2014, on a date specified in the **Bid Data Sheet (BDS)** and also given in advertisement.

12. Amendments (to the Bidding Documents):

- a) At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, either in a Pre-Bid Meeting held under Rule 37(10) of the KPK Procurement of Goods, Works and Services Rules 2014, on a date specified in the **Bid Datasheet (BDS)** or through official communication to the prospective bidders, may modify the Bidding Documents by amendment(s).
- b) All prospective Bidders who have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, e-mail or fax or advertisement in three national dailies. The said amendment(s) shall be binding on them.

- c) The Procuring Entity may extend, under Rule 33(7) of the KPK Procurement of Goods, Works and Services Rules 2014, the bid submission date and time after giving adequate notice to all intending bidders in case the Communication of change(s) in the Bidding Documents to the prospective bidders has taken time. The extended time should be reasonable enough to enable the Bidder to adequately reflect the approved change(s) in his bid.

Preparation of BIDs

13. Language of BIDs:

All correspondences, communications, associated with Preparation of Bids, clarifications, amendments, submissions shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

14. Documents Comprising the BIDs

a) The Bid shall comprise the Bid Forms of these Bidding Documents and all those ancillary documentations that are prescribed for the eligibility of the bidders and goods, and ancillary services that are found necessary and highlighted in the Bid Forms in Section V of these Bidding Documents.

b) The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in these Bidding Documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics as specified in the **Bid Data Sheet (BDS)**, ancillary services that the bidder is willing or required to provide along with the proposed price.

c) The Bidder shall indicate on the appropriate form prescribed in these Bidding Documents the unit prices and total bid price of the goods, it proposes to supply under the Contract.

15. BID Price:

a) The Bidder shall indicate on the appropriate form prescribed in these Bidding Documents the unit prices and total bid price of the goods, it proposes to supply under the Contract.

b) Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Every page of these Bidding Documents is to be signed and stamped at the bottom by the bidder. No alteration of any Term or Condition is allowed.

c) The Bidder should quote the prices of goods according to the technical specifications as provided in Part-Two: Section III of these Bidding Documents. The technical specifications of goods, different from the required specifications, shall be rejected out rightly.

d) The Bidder is required to offer a competitive price which must include all the taxes, duties, prescribed price and any other price as mentioned in the **Bid Data Sheet (BDS)** where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties, etc.

e) The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

f) Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement or in a lot; partial quantity offers within a lot shall straightaway be rejected. Conditional, alternate or provisional offer shall also render the bid as non-responsive. No negotiation on price is allowed.

g) While making a price quote, trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained. The bidder needs to consider including any probable price fluctuation or expected inflation in the quoted price before the bid submission.

16. BID Currencies:

Prices shall be quoted in the currency as mentioned in the **Bid Data Sheet**.

17. Samples:

The Bidder shall provide samples of quoted goods i.e. equipment, Instruments etc. Along with the bid at his own cost and in a quantity prescribed by the Procuring Agency in Part-Two: Section III of these Bidding Documents.

18. Documentation on Eligibility of Bidders:

a) Bidder shall furnish, as part of his bid, the Bid Form(s) as primary document (s) provided in Part-Two: Section IV of the Bidding Documents and as specified in the **Bid Data Sheet (BDS)**, establishing Bidder's eligibility to bid and his qualifications to perform the Contract if his bid is accepted.

b) Bid Evaluation Performa provided as Annexure in Part-Two: Section IV of these Bidding Documents may be filled and submitted by the bidders to facilitate the Procuring Entity for the preliminary evaluation of their Technical Bids if specified in **Bid data sheet**.

c) The Bidder shall furnish, as part of his technical bid, the Bid Forms Provided in Part-Two: Section IV of these Bidding Documents as specified in the **Bid Data Sheet (BDS)**, establishing his substantial responsiveness required for establishing his eligibility for further evaluation of his technical bid as defined under ITB Clause 3 of these Bidding Documents.

19. Documentation on Eligibility of Goods:

The documentary evidence required in the evaluation criteria of these Bidding Documents as specified in the **Bid Data Sheet (BDS)** for Bidder's eligibility to bid for the intended goods, shall establish to the Procuring Entity's satisfaction that the Bidder, at the time of submission of his bid, is an eligible bidder.

20. Bid Security:

a) The bidder shall furnish, as part of its bid, a bid security to the extent of a percentage of the total bid value as mentioned in the bid data sheet (BDS). The bid security shall be submitted from the account of the firm/bidder /contractor who submits the bid. (As per KPPRA Rules).Unsuccessful bidder's bid security shall be discharged or returned soon after announcement of the successful bids.

b) The successful Bidder's bid security shall be discharged upon signing of contract and furnishing the performance security/guarantee.

c) The bid security shall be in PKR and shall be in the form of CDR.

d) Any bid not secured in accordance with ITB Clauses 28.1 (I) and 28.3 (III) will be rejected by the procuring agency as nonresponsive, pursuant to ITB Clause 29.

The bid security may be forfeited:

1. If a Bidder Withdraws its bid during the period of bid validity or
2. In the case of Successful Bidder, if the bidder fails to sign The Contract or fails to provide a performance security/guarantee for the duration of the contract.

21. BID Validity:

- a)** Bids shall remain valid for the period identified in the **Bid Data Sheet (BDS)** after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a period shorter than the one prescribed in the Bid Data Sheet (BDS) shall be rejected by the Procuring Entity as non-responsive.
- b)** The Procuring Entity shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their Bids shall be asked to extend their respective bid validity period. Such extension shall not exceed the period of the original bid validity.
- c)** Bidders who, -
 - i)** Agree to the Procuring Entity's request for extension of bid validity period, shall not be permitted to change the substance of their bids.
 - ii)** Do not agree to an extension of the bid validity period, shall be allowed to withdraw their bids without forfeiture of their bid securities.

22. Format & Signing of BIDS:

- a)** The Bidder shall prepare and submit his bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.
- b)** The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding document. In an event where the Bidder has downloaded the bidding document from the web, they will require to get the original payment receipt of the prescribed fee from the Procuring Agency well before the date of submission of bid.
- c)** The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial and stamp all pages of the Bidding Documents.
- d)** Any tampering, illegitimate inclusion or exclusion in any part of the Bidding Documents shall lead to disqualification of the bidder.

23. Submission of Bids in EPADS

- a) Under EPADS, bidders will upload their **Technical Proposal** and **Financial Proposal** separately in the designated fields of the online system.
- b) At the time of online submission, the bidder must ensure that:
 - (i) The proposals are submitted against the correct procuring entity (Saidu Medical College, Swat) and the correct tender as shown in the Invitation for Bids; and
 - (ii) The Bid Reference Number and all required details in the Bid Data Sheet (BDS) are entered accurately in the EPADS system.

- c) The bidder must provide complete and correct information in the system,
- d) Since EPADS controls access electronically, responsibility for misplacement or premature opening does not arise. However, any proposal not submitted in the correct manner or in the designated sections may be treated as non-responsive according to the rules of EPADS and the bidding documents.

24. Deadline for Submission of Bids (EPADS Online Submission)

- a) All bids must be submitted through EPADS by the date and time specified in the Bid Data Sheet (BDS). The system will automatically stop receiving bids once the deadline passes. Any bid uploaded after the deadline will be rejected by EPADS and will not be considered for evaluation.
- b) If the procuring agency extends the submission deadline through an amendment to the bidding documents (as per ITB Clause 12), EPADS will reflect the revised deadline. All bidders will then follow the new closing time announced in the system.

25. Late Bids (EPADS)

On EPADS once deadline is reached Bids submission will be no longer be possible.

26. Withdrawal of Bids (EPADS)

A bidder may withdraw its bid in EPADS at any time before the bid opening deadline. Once the opening time is reached, withdrawal will no longer be possible.

27. Opening of Bids by the Procuring Agency (EPADS Technical and Financial Opening)

- a) All bids received in EPADS will be opened electronically by the procuring agency at the date and time specified in the BDS. Bidders may attend session physical on specified date on system.
- b) All participating bidders present will be marked in the bid opening attendance record maintained by the procuring agency.
- c) During bid opening, the procuring agency will open one bid at a time in EPADS and read out key information as allowed under Khyber Pakhtunkhwa Public Procurement Rules, 2014. This may include the bidder's name, category quoted, presence of bid security, any discounts, and the quoted price in the case of financial opening. This procedure applies separately to both the Technical Opening and, when applicable, the Financial Opening of technically qualified bidders.
- d) The procuring agency (Principal/Chief Executive, Saidu Medical College Swat) will prepare minutes of each opening session, including both Technical and Financial openings.
- e) Scanned copy of BID security instrument in form of Call Deposit Receipt shall be uploaded through EPADS while submitting e-bid. However, bid security instrument in form of Call Deposit Receipt (in original) shall also be submitted in the office of the **Principal Saidu Medical College Saidu Sharif Swat**, before closing time for submission of e-bid

Bids will be treated as non-responsive if they include:

- No bid security
- Post-dated cheque submitted as bid security
- Missing primary documents required in the Bid Data Sheet
- Bid validity shorter than the required period
- Altered or tampered Bank Guarantee formats

f) Bids without valid bid security will be rejected. Before rejection, the Chairperson of the procurement committee will record the reasons in writing. The bid will then be marked as non-responsive in the EPADS system.

Evaluation of Bids

28. Clarification of Bids:

During evaluation the bids, the procuring agency may, at its discretion, ask the bidder clarification of its bid. The request for clarification and response shall be in writing and no change in the prices or substance of the bid shall be sought, offered or permitted.

29. Preliminary Examination:

a) The procuring agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids generally in order.

b) In the financial bids the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price be corrected.

If the bidder does not accept the correction of the errors, its bid shall be rejected, and its bid security may be forfeited. If there is a discrepancy between words & figures words shall be considered as per rule of the KPK Procurement of goods, works & services rules 2014.

The evaluation shall include all taxes & duties inclusive of local levies as a part of the price under rule KPK Procurement of Goods, Works & Services Rules 2014.

30. Evaluation of Bids in accordance with the Evaluation Criteria:

- a) The procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- b) Prior to detail evaluation, the procuring agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which at the time of bid opening, conforms to all the terms & condition of the invitation for bid & the Bidding Documents without material deviations. Deviations from the critical provisions, such as those concerning applicable laws, taxes, and duties & internationally recognized best practices or imposition of conditionality's by the bidder shall be deemed to be a material deviation for rendering a technical bid as nonresponsive. The procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- c) If a bid is not substantially responsive, it shall be rejected by the procuring agency and may not subsequently be made responsive by the bidder by correction of the nonconformity.

31. Evaluation of Bids in accordance with the Evaluation Criteria:

- a)** The procuring agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB clause above.
- b)** All bids shall be evaluated in accordance with the evaluation criteria and other terms and condition set forth in these Bidding Documents (SBDs). Merit Point Average Evaluation Methodology shall be used to identify the most economically advantageous bidder.
- c)** For the purposes of comparison of bids quoted in Different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the Bidding Documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on the day.
- d)** A bid once opened in accordance with the prescribed procedure, shall be subject to only those evaluation criteria in the Bidding Documents, rules, regulations and policies that are in force at the time of issue of notice for Invitation for Bids (IFB).
- e)** The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or *prima facie* evidence of any defect in Bidder's capacities, may require under KPK Procurement of Goods, Works and Services Rules 2014 the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already Pre-qualified or not.

Warranty Certificate:

- Warranty is 2 years both with services and parts from manufacturer/supplier for Bio Medical Equipment, Anatomy Models and IT, While 1 years for Audio-Visual, & Electronics, for Saidu Medical College, Swat

32. Qualification of Bidders:

- a)** Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.
- b)** The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the highest ranking fair bid is qualified to perform the Contract satisfactorily.
- c)** The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the manufacturing plant/ production capacity/Warehousing system/ practices by a team of experts for assessment, if it deems necessary.
- d)** An affirmative determination shall be a pre-requisite for award of the Contract to the Bidder. A negative determination shall result in non-qualification/ disqualification of the Bidder's bid, in which event the Procuring Entity shall proceed to the next highest ranking responsive bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- e)** If the Procuring Entity finds at any time that a bidder has attempted to defraud or hoodwink the Procuring Entity or an Evaluation Committee constituted there under, by intentional provision of false, miss-stated, miss-represented, incomplete or

materially inaccurate information concerning qualification of the product or the firm, through unauthorized submission of another firm's proprietary clinical or product research, certification or any data as specified in the **Bid Data Sheet(BDS)** against his own quoted product or firm and fails to remedy such deficiencies, the said bidder shall be disqualified under KPK Procurement of Goods, Works and Services Rules 2014; and any attempt by the bidder to offer inducement of any sort, formation of a cartel to discourage fair competition or failure to complete his earlier contract within a period of three years of initiation of procurement may lead to cancellation of his bid or contract, and his debarring & blacklisting under KPK Procurement of Goods, Works and Services Rules 2014, for a stated or indefinite period of time.

33. Disqualification of Bidders:

The Procuring Entity may opt for arranging a Pre-Award Debriefing session to inform the non-qualified/disqualified bidders before the opening of financial bids of technically qualified bidders.

34. Rejection of Bids:

- a) The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid under KPK Procurement of Goods, Works and Services Rules 2014. However, before rejection of tender on basis of the bid being unworkable, the bidder shall upon request be given an opportunity to give a detailed analysis of workability of his Bid.
- b) The workability of a bid may depend, among other factors, upon the objectives of a procurement activity as specified in the **Bid Data Sheet (BDS)** wherein wider coverage for disease prevention, diagnosis or treatment of patients is required with intended cost-effective healthcare goods of high therapeutic value.
- c) The Procuring Agency incurs no liability, by virtue of its invoking ITB Clause 34.1 above towards Bidders who have submitted bids.
- d) Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

35. Grievances Redressed Mechanism:

Any bidder aggrieved by any act of the procuring entity may follow the two tier grievance redressal mechanism in the following manner.

1. File a complaint in writing to the head of procuring entity in accordance with prescribed procedure.
2. File an appeal to the authority against the decision of the procuring entity within 15 days in accordance with the procedure.

- a) The decision of the authority on appeal shall be final.
- b) Unless & until the two tier grievance redressal mechanism is exhausted, no court are any other authority shall take cognizance of the same & grant any injunction.

36. Re- Bidding:

- a) If the Purchaser rejected all bids in pursuant to ITB Clause 32, it may call for a re-bidding by adopting the requisite procedure under KPK Procurement of Goods,

Works & Services Rules 2014. Notice of rejection of the tender shall be given to all the bidders who submitted the bids.

b) The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection of tender and may accordingly revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary under KPK procurement of Goods, Works & Services Rules 2014.

37. De-Briefing Session for Access to Information on Evaluation Process:

Under KPK Procurement of Goods, Works & Services Rules 2014, the Purchaser, upon written request of a bidder, may make available to him information on evaluation process as mentioned in the said Rule, or may either:

a) Convene a Pre-Award De-Briefing session to apprise the technically non-qualified/disqualified bidders about the reasons of their non-qualification/disqualification, or, b) Convene a Post-Award De-Briefing to apprise the Technically qualified but unsuccessful bidders about shortcomings of their bids and reasons of success of the selected bid.

38. Contracting the Procuring Agency:

a) Subject to ITB Clause 28 above, under KPK Procurement of Goods, Works & Services Rules 2014 no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder

Wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

b) Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification under Procurement of Goods, Works & Services Rules 2014.

39. Contracting the Procuring Agency Confidentiality of the Tendering Process:

Under KPK Procurement of Goods, Works & Services Rules 2014, the Procuring entity shall ensure the confidentiality of the tender process until final orders on the tenders are passed and successful bidders are selected.

Access to Record of Procurement Proceedings.

40. Maintenance of Record of Procurement Proceeding:

The Procuring Entity shall maintain the record relating to the procurement proceedings under Procurement of Goods, Works & Services Rules 2014. Record of such proceeding shall be made public on a specific request under only after the final selection of the highest ranking fair bid under KPK Procurement of Goods, Works & Services Rules 2014.

Award of Contract

41. Acceptance of Bid and Award Criteria:

The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Part-Two: Section II of these Bidding Documents if not in conflict with any other law, rules, regulations or policy of the Government of Khyber Pakhtunkhwa, shall be awarded the Contract, within the original or extended period of bid validity.

42. Procuring Agency's Right to vary quantities at the time of Award:

The Procuring entity may reject any or all bids communicating the reasons for rejections in writing to the authority at any time prior to the award of contract.

43. Notification of Award:

a) Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in Writing that its bid has been accepted.

b) The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.

c) The enforcement of the Contract shall be governed by KPK Procurement of Goods, Works and Services Rules, 2014. The procuring Entity and the successful bidder shall sign a written contract within fifteen (15) days of the dispatch of the notice of acceptance of bid to the successful bidder.

d) Upon receipt of the Notification of Award, the successful Bidder shall submit a Performance Security equal to the percentage of the Contract price, as specified in the **Bid Data Sheet (BDS)** under Procurement of Goods, Works and Services Rules, 2014 and within the time specified in the **Bid Data Sheet (BDS)**.

e) Upon submission of the requisite Performance Security, the Procuring Entity shall release the Bid Security to the Successful bidder. The Bid Securities of the unsuccessful bidders shall also be released to them.

44. Limitation on Negotiation:

Negotiations, that may be undertaken in finalization of the contract shall not relate to the price or substance of bid specified by the Bidder, but only to minor technical, Contractual or logistical details.

Negotiations shall not be used to:

substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the Bidder or the performance of the goods, substantially alter the terms and conditions of Contract; reduce unit rates or reimbursable costs; substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or proposals alter the submitted financial bid.

45. Signing of Contract:

a) Within fifteen (15) days of dispatch of the notice of acceptance of bid to the successful bidder the Purchaser and the bidder shall sign the Contract Agreement Form provided in Part-Two: Section IV of these Bidding

Documents, incorporating all the Terms & Conditions of these Bidding Documents as agreed between the Parties and in accordance with the legal requirements in Vogue. Entering into a Repeat Order shall be governed separately under KPK

Procurement of Goods, Works and Services Rules, 2014.

- b)** Review against a contract award shall be carried out in accordance with Rule 43 of the KPK Procurement of Goods, Works and Services Rules, 2003.
- c)** If the successful Bidder, after completion of all Codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently. In such situation the Purchaser may award the contract to the next lowest evaluated Bidder or the next highest ranking bid or call for new bids.
- d)** The Contract shall become effective upon affixation of Signature of the Purchaser and the selected Bidder on the Contract document, and shall be governed for the period specified in the **Bid Data Sheet (BDS)** and by the terms and conditions mutually agreed in the contract.

46. Performance Security:

On the date of signing of Contract, the successful Bidder shall furnish a Performance Security in the form of a Bank Guarantee for a percentage amount (10% of the total items' quoted price) as specified in the **Bid Data Sheet (BDS)**, on the Form and in the manner prescribed by the Procuring Agency in Part-Two: Section-IV of these Bidding Documents within the time prescribed in the **Bid Data Sheet (BDS)**.

- a)** The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the successful Bidder upon submission of Performance Security.
- b)** Failure to provide a Performance Security by the successful Bidder is a sufficient ground for annulment of the award and forfeiture of his Bid Security. In such event the Procuring Entity may award the contract to the next highest ranking fair bidder or call for new bid.

47. Corrupt or Fraudulent Practices:

The Government of Khyber Pakhtunkhwa requires that procuring agency's (including Beneficiaries of donor agencies' loans) as well as Bidders/Suppliers/Contractors under Government -financed contracts, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with KPPRA Act 2012 and Rules made there under:

Defines, for the purposes of this provision, the terms set forth below as follows:

- i)** **Corrupt practices** 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 and
- ii)** **“fraudulent practice”** means a misrepresentation of Facts in order to influence a procurement process or the execution of a contract to the determinant of the procuring agency, and includes collusive practice

among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the procuring agency of the benefits of the free and open competition.

iii) Will reject a proposal for award if it determines that the bidder recommended for award is engaged and corrupt or fraudulent practices in competing for the contract in question.

iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Govt financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Govt financed contract.

Furthermore, the bidder shall be aware of the provisions stated in general conditions of contract.

48. Integrity Pact:

The bidder shall sign and stamp the integrity pact provided at form 07 to bid in the bidding documents for all provincial government procurement contracts exceeding rupees ten million.

Part-One Section-II

General Conditions of Contract (GCC) Notes on the General Conditions of Contract

The general conditions of contract in part one section II read in conjunction with the special condition of contract part two section III and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties .

The general conditions of contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the special conditions of contract in part-two section –III.

1. Definitions:

In this Contract, the following terms shall be interpreted as indicated:

- a) The Contract" means the agreement entered into between the Purchaser (provincial or district Health departments, Autonomous Medical Institutions or Vertical Programs) and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
- c) The Goods" means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.
- d) The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the government of Khyber Pakhtunkhwa, transportation of goods up to the desired destinations, installation and other such obligations of the Supplier covered under the Contract.
- e) GCC" mean the General Conditions of Contract contained in this section.
- f) SCC" means Special Conditions of the Contract.
- g) The Purchaser" means the Client as mentioned in the SCC.

The Supplier" means the individual or firm supplying the goods under this Contract.

"Day" means Calendar day.

2. Application:

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

3. Country of origin:

- a) All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible countries and territories eligible under the rules and further elaborated in the SCC.

b) For purposes of this clause, “origin” means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.

4. Standards:

- a)** The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
- b)** In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
- c)** If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the Health Department) the price difference shall be paid by the Supplier.
- d)** In case of supply of substandard product, the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e. removal from purchaser's premises, burning, dumping, or incineration.

5. Use of Contract Documents & Information:

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

6. Patent rights:

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

7. Performance security:

- a)** Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the Performance security in the amount specified in SCC.
- b)** The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- c)** The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:

- i) A Bank Guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country on behalf of the Supplier, in the form provided in the bidding documents or another form acceptable to the Purchaser Or
 - i) A cashier's or certified check.
- d) The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (60) days following the date of completion of the Supplier's performance/guarantee period. Obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Submission of Samples:

Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.

9. Ensuring Storage Arrangements:

To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least One (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.

10. Inspections & tests:

- a) The Purchaser or its representative shall have the right to inspect and/or to test the goods in accordance with the procedure given in the **SCC** to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
- b) All costs associated with testing shall be borne by the Supplier.
- c) The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.
- d) Nothing in GCC Clause 10 shall in any way release the Supplier from any warranty or other obligations under this Contract.

11. Packing:

- a) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough Handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, Including additional requirements, if any, specified in **SCC**, and in any subsequent instructions ordered by the Purchaser.

12. Delivery & Documents:

- a) The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
- b) The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
- c) The goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the buyer after the Goods have been delivered.

13. Insurance:

The supplier shall be solely responsible for Insurance of the Goods subject to the contract.

14. Transportation:

- a) The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- b) All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.

15. Incidental Services:

The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.

16. Spare parts:

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

- a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b) In the event of termination of production of the spare parts:
- c) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements and
- d) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specification of the spare parts, if requested.

17. Warranty:

- a) All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC.
- b) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

18. Payment:

- a) The purchaser shall make payments to the Supplier in Accordance with the conditions set forth in the Payment Schedule agreed in SCC and annexed to this contract.
- b) The currency of payment shall be Pakistan Rupee.

19. Prices:

Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.

20. Change Orders:

- a)** The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 33 for notices, make changes within the general scope of the Contract in any one or more of the following:
 - i). Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii) The method of shipment or packing;
 - iii) The place of delivery; and/or
 - iv) The Services to be provided by the Supplier.
- b)** If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (60) days from the date of the Supplier's receipt of the Purchaser's change order.

21. Contract Amendments:

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

22. Assignment:

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

23. Subcontracts:

The Supplier shall not be allowed to sublet and award Subcontracts under this Contract.

24. Delays in the Supplier's Performance:

- a)** Delivery of the goods shall be made by the Supplier in Accordance with the time schedule/supply schedule prescribed by the Purchaser in the Schedule of Requirements.
- b)** If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods; the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as Practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.

25. Liquidated Damages & Penalties:

Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the **SCC**, unless the parties to this contract mutually agree for extension of time. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct

from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part Thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in **SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 26. Applicable rate for penalties in case of a breach of contract by the supplier regarding delivery of Goods is specified in the Supply Schedule in Part-II: Section-III.

26. Termination for Default:

The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract as mentioned in the **SCC** in whole or in part:

- (a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Supply Schedule in Part-II: Section-III of the Bidding Documents within the period specified in and subsequent purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 24; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause Corrupt and fraudulent practices means: *the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or*

misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the Course of the exercise of his duty.”

27. Force Majeure:

- a) Notwithstanding the provisions of GCC Clauses 24, 25 & 26, the Supplier shall not be liable for forfeiture of its performance Guaranty, or termination/ blacklisting for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to miss-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.
- b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of purchase order under the Contract and inform the Supplier of its findings promptly.
- c) Unless Purchaser informs the Supplier in writing of its Agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

28. Termination for insolvency:

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

29. Termination for Convenience:

- a)** The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b)** The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

30. Arbitration & resolution of disputes:

- a)** The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- b)** After thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute; either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
- c)** In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time) in a court of relevant jurisdiction as mentioned in the SCC.

31. Governing language:

The Contract shall be written in English language. Subject to GCC Clause 32, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

32. Applicable laws:

This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

33. Notices:

- a)** Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in **SCC**.
- b)** A notice shall be effective when delivered or on the notice's effective date, whichever is later.

34. Taxes & duties:

All taxation, whether International, Federal, Provincial or local, shall be borne by the Supplier.

SECTION-II

Bid Data Sheet

ITB Ref	Description	Detail
ITB Clause 1.1	Bid Reference number	Principal/Chief Executive Saidu Medical College, Swat for the Purchase of Bio Medical Equipment, Anatomical Models & Charts, Forensic & Basic Instruments, Audio-Visual, It & Electronics, for Saidu Medical College, Swat for the Financial year 2025-26
ITB Clause 2.1	Name of client & source of funds	Principal/Chief Executive Saidu Medical College, Swat.
ITB Clause 3.1	Name of Goods	Bio Medical Equipment, Anatomical Models & Charts, Forensic & Basic Instruments, Audio-Visual, It & Electronics, for Saidu Medical College
ITB Clause 6.1	Commencement date of provision of bidding document	Date: 02-01-2026 on college website
ITB Clause 6.1	Closing date of BID	Dated: 22-01-2026 till 10:00AM
ITB Clause 9.1	Bidding procedure	Single Stage Two Envelope Procedure
ITB Clause 9.2	Method determining the successful bidder	Highest ranking fair bid. (Bidder securing highest marks in the technical and financial evaluation).
ITB Clause 11.1	Clarification(S) on bidding document	Principal/Chief Executive Saidu Medical College.
ITB Clause 13	Language of bid	English
ITB Clause 14.2	Specific description of goods in the bidding documents	Specification Mentioned at last.
ITB Clause 15.4	Bid price	Bid price shall be inclusive of all duties & taxes for F.O.R
ITB Clause 16	Currency of bid	(PKR) Pakistani Rupees

ITB Clause 18.1	Name of the bid form(s)	<ul style="list-style-type: none"> - Bid Cover Sheet - Bid form-1 - Bid form-2 - Bid form-3A for manufacturer - Bid form-3 B for importer - Bid form-4 - Bid form-5
Failure to submit bid forms shall render the bidders non-responsive.		
ITB Clause 18.2	Technical Bid Performa	Sample bid evaluation Performa: Suppliers of Equipment, Instruments and Electronics.
ITB Clause 19.1	Documents required in the Technical & Financial Evaluation Criteria & requisite Bid Forms	<ul style="list-style-type: none"> -Product conformance certificate -product performance certificates -firms legal status certificates -Firms taxation certificates -firms technical resource certificates -firms networking documents -firms warranty certificates Firms post warranty maintenance certificates
ITB Clause 20	Amount of bid security /earnest money	<ul style="list-style-type: none"> 2% of the bid price in the name of Principal/Chief Executive Saidu Medical College, Swat.
ITB Clause 21	Bid validity period	150 days after opening of the bid.
ITB Clause 25	Last date & time for the receipt of bidding document	<u>Dated: 22-01-2026 till 10:00AM</u>

	Late bids	EPADS does not allow bid submission once deadline passed.
	Date, time and venue of opening of Technical Bids	<u>Dated: 22-01-2026 till 10:00AM</u> Saidu Medical College, Saidu Sharif Swat
	Pre bid meeting	<u>Dated: 13/01/2026 at 10:30 AM</u> in Saidu Medical College, Saidu Sharif Swat
ITB Clause 41	Duration of contract	Financial year 2025-26
ITB Clause 44	Performance guarantee/performance security	The performance security shall be 10% of the total contract price quoted and Shall be submitted in the name of Principal/Chief Executive Saidu Medical College, Saidu Sharif Swat

SECTION-III

Special Conditions of Contract

The following Special Conditions of Contract shall supplement 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.

1. Definitions (GCC Clause 1)

- The Goods are: Bio Medical Equipment, Anatomical Models & Charts, Forensic & Basic Instruments, Audio-Visual, It & Electronics, for Saidu Medical College, Swat
- Non-ADP Self Finance Project 2025-26.
- The Purchaser is: Principal/Chief Executive Saidu Medical College, Swat.
- The Supplier is: _____

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in part 2 section VIII of SBD, “eligibility for the provisions of goods, works, and services.”

3. Standards (GCC Clause 4)

- The quoted product, at the time of delivery, shall conform to the standards as Prescribed in the Technical Evaluation Criteria.

4. Performance Security (GCC Clause 07)

- The amount of performance security shall be: **Ten (10) percent of the Contract Price.**
[The following provision shall be used in the case of Goods having warranty obligations.]
- After delivery and acceptance of the Goods, the Performance Security shall be returned after successful completion of the contract in accordance with Warranty.

5. Inspections and Tests (GCC Clause 10)

Inspection and tests prior to delivery/shipment of Goods and at final acceptance are as follows:

Inspections & tests may include re-verification of any quality or manufacturing aspect from vendor or manufacturer by the Purchaser in the form of either a test run or production of an industrial process certificate or a Performance Certificate from the previous clients. If the Purchaser feels that sufficient time has elapsed between the manufacturer's prequalification/preliminary assessment and bid evaluation. The procuring agency shall have the right to inspect the goods before shipment or in a previous place of installation of the equipment. All the expenses will be borne by the bidder. Final acceptance by Principal/Chief Executive Saidu Medical College, Swat.

6. Packing (GCC Clause 11)

Applicable as required by the Purchaser.

7. Delivery and Documents (GCC Clause 12)

- Delivery/Supply Period of the intended goods shall be **30 Days** for Lot, 1,2,3,5,7,8 and 60 days for Lot No 4 and 6.
- *Applicable Delivery Mode: Delivered Duty Paid (DDP) of Incoterms2011*

8. Insurance (GCC Clause 13)

- The Goods supplied under the Contract shall be **Delivered Duty Paid (DDP)**

Under which all the risk is transferred to the buyer / concerned Health Institution only after the intended goods have been delivered to their desired destination. Hence insurance coverage is seller's responsibility for arranging appropriate coverage.

9. Spare Parts (GCC Clause 16)

After sale service with spare parts shall be 10 years after the installation of the medical equipment.

10. Warranty (GCC Clause 17)

- Warranty is 2 years both with services and parts from manufacturer/supplier for Bio Medical Equipment, Anatomy Models and IT, While 1 years for Audio-Visual, & Electronics, for Saidu Medical College, Swat

The Supplier shall, in addition, comply with the guarantees associated with the performance and/or conformance specifications 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 / Conformance tests in accordance with GCC Clause 10,

Or

b) Pay liquidated damages to the Purchaser with respect to the failure to meet the Contractual guarantees. The rate of these liquidated damages shall be 0.05% per day or 0.5% per week up to a maximum of **10%** of the total Contract price.

11. Payment (GCC Clause 18)

- The method and conditions of payment to be made to the Supplier under this contract shall be as follows:

Payment for Goods supplied:

Payment for equipment, Instrument & other hospital supplies supplied under FOR:

100% payment will be released to the manufacturers/importer after submission of the following Documents subject to the inspection report submitted by Inspection Committee to the purchaser.

- i. Delivery Challan.
- ii. Invoice and copies.
- iii. Income Tax Exemption Certificate, Sales Tax Invoice.
- iv. 1% Stamp Duty Deduction Certificate.

Liquidated Damages & Penalties (GCC Clause 25)

In case the firm failed to complete the supply till due date a penalty as per detail below will be charged from the firm.

1. Penalty @ 1% for late supply up to 15 days.

2. Penalty @ 3% for late supply from 15 to 30 days.
3. Penalty @ 7% for late supply from 30 to 60 days.

Once the maximum is reached i.e. 60 days, the second party may consider termination of the contract and forfeiting of security, any other legal action may be taken accordingly.

12. Termination of Contract (GCC Clause):

After exhausting all the delivery period as provided in the Supply Schedule in Part-II: Section-III of the Bidding Documents and still failing to supply the intended Goods, the Purchaser may terminate the Contract for default of the supplier, and procure the Non-supplied goods at supplier's risk and cost from the open market, and shall forfeit Supplier's Performance security.

13. Disputes Resolution (GCC Clause 30).

- The dispute resolution mechanism to be applied pursuant Shall be as follows:
- In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with **The Arbitration Act 1940**. The Jurisdiction of Court shall be of **Saidu Sharif Swat, Khyber Pakhtunkhwa**.

14. Governing Language (GCC Clause 31).

- The Governing Language shall be: **English. In case of any document in another language, accurate translation is mandatory (especially in case of MHLW /JIS).**

15. Applicable Law (GCC Clause 32).

- The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:
- KPK Procurement of Goods, Works & Services Rules 2014
- The Drug Act 1976
- The Arbitration Act 1940
- The Contract Act 1876
- The Employment of Children (ECA) Act 1991
- The Bonded Labor System (Abolition) Act of 1992
- The Factories Act 1934

16. Notices (GCC Clause 33)

- Purchaser's address for notice purposes:
- Principal/Chief Executive Saidu Medical College, Swat.
- With his office at Saidu Medical College, Saidu Sharif Swat. Telephone 0946-9240134.

17. Duties & Taxes (GCC clause 34) The Unit price quoted by the bidder shall be: **inclusive** of all duties and taxes.

Section-IV
Schedule of Requirements.

Instructions Related Bio Medical Equipment, Anatomical Models & Charts, Forensic & Basic Instruments, Audio-Visual, It & Electronics, for Saidu Medical College, Swat

- As detailed in this document, 02% bid security for the above mentioned lots shall be submitted by each bidder As per calculation on EPADS system.
- Any one of the following three product/item specific valid international certificates (FDA/ MHLW/CE, MDD) shall be mandatory for the items included in Lot 1 for Saidu Medical College, Swat
- It is further clarified that the bid not possessing any one of the above mentioned certificates for lot No. 1 shall be disqualified for this bidding competition.
- The mode of provision of bid security shall be in accordance with the modalities as laid down in the relevant KPPRA rules and this SBD.
- In case of imported items, the importers should provide valid Manufacturer Authorization certificate for their quoted products. Non provision of Manufacturer Authorization certificate would lead to disqualification of firm for the quoted item sub authorization will only be accepted for Electronics.
- All certificates (i.e. manufacturer authorization, ISOs, CE MDD, US FDA, and JIS/MHLW) 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.
- The procuring agency at any stage of the procurement proceedings, having credible reasons/evidence of any defect in supplier's capacities may require the supplier to provide information concerning their professional, technical, financial, legal or managerial competence. The schedule for the supply of goods shall be as under:
 - Delivery/Supply Period of the intended goods shall be **30 Days** for Lot, 1,2,3,5,7,8 and 60 days for Lot No 4 and 6.
 - The bidder must quote the prices in PKR FOR.
 - Proper submission of bids with compliance comparison sheet according to technical evaluation criteria is essential.
 - All mandatory and required certificates should be submitted in proper sequence as per the evaluation criteria of SBD. No irrelevant documents should be given in the submitted bid as this makes the evaluation process difficult. No changes / documents will be accepted after the bid has been submitted.
- Demonstration for the item in Lot No: 4 & 6 will be required in Saidu Medical College, Swat before Technical Committee/end user or any other place on the firm expenses.

SECTION-V

Evaluation Criteria**Saidu Medical College, Swat**

Merit Point Evaluation Method will be applicable.

Lot No: 1

Attention: The bidders must carefully read the instructions in the **Bid Data Sheet & Special Conditions of Contract** and in the **Evaluation Criteria** of the SBDs to submit the requisite documents in the sequence indicated in the Evaluation Criteria as per their Serial Number below and must place the said documents by creating nine sections in their Technical Bids for evaluation purpose. On-compliance to the stated instruction may lead to their technical disqualification.

Technical Evaluation Criteria

Merit Point Evaluation Method will be applicable.

Attention: The bidders must carefully read the instructions in the **Bid Data Sheet & Special Conditions of Contract** in Section-I and in the **Evaluation Criteria** in Section-II of the SBDs to submit the requisite documents in the sequence indicated in the List of Documents to be attached along with the Technical Bids. Non-compliance to the stated instructions may lead to their technical disqualification.

Note: Evaluation criteria are lot-wise. The bidders shall have to quote for the complete lot. The bidders can't quote for selective items of a lot, bidders doing so will be considered non-responsive.

Technical Evaluation Criteria for LOT 1: BIOMEDICAL EQUIPMENT		
S No	Description of Variables	Total points
A.	Product Evaluation Parameters	
1	Conformance to Specification	38
1.1	Full compliance with the required specifications as per statement of Requirement	34
1.2	Compliance with Minor Deviation up to 4 minor deviations subject to main function is not affected. (One Mark will be deducted for each minor deviation)	30
1.3	Additional features of the product (Two marks for each additional feature)	04
2	Product International Certification	06

2.1	Certificate of US Food and Drug Administration(USFDA)	One certificate (FDA or MHLW/MHLW & CE MDD) is mandatory and 3 points for each additional certificate. No expired/invalid certificate will be acceptable.
2.2	Certificate of European Community CE (MDD)	
2.3	Certificate of Japan Industrial Standard(MHLW/MHLW)	
3	Manufacturer Performance	04
3.1	ISO 9001 Quality Management Certificate	02
3.2	ISO 13485 Medical Devices Quality Management System Certificate	02
4	Product Local Performance	06
4.1	One mark for each satisfactory performance certificate on letter head of teaching level public Hospital being recognized by PM&DC, signed and stamped from Hospital for quoted model or previous model of equipment (not more than three years old)	03
4.2	One mark for each satisfactory performance certificate on letter head of teaching level private sector Hospital being recognized by PMDC for quoted model or previous of the newly launch latest model of equipment (not more than three years old)	03
6	Warranty Certificate <i>Two Years Warranty Both With Spare Parts and Services From Manufacturer/supplier.</i>	Mandatory
7	Post warranty maintenance contract for another Two years after the mandatory comprehensive warranty of services. Bidders which offer low percentage (%) will get full marks.	3
	Total score of the Product Evaluation	57
B	Firm Evaluation Parameters	
1	Manufacturer Authorization Certificate, or Partnership Deed with manufacturer	Mandatory
2	NTN, and GST Registration Certificates, KPK professional Tax certificate (Where applicable)	Mandatory
3	Last two-year documents out of three years of I/Tax return, Sales Tax Return, Audit Reports, Bank Statement must be submitted	Mandatory

	with the bid	
4	Compliance Sheet in attached Viz-a-Viz format / form.	02
4	Personnel/Human Resource	
4.1	Associate Engineer with Diploma of Associate Engineering in Electrical / Electronics / Bio Medical or equivalent field. (1 mark / associate engineer)	02
4.2	Graduate Engineer duly registered with PEC in Electrical / Electronics / Bio Medical or equivalent field. (2 marks / Graduate Engineer)	04
4.3	Workshop facility at Khyber Pakhtunkhwa Level having list of related testing tools and spares for the quoted items	03
4.4	Workshop facility at National Level having list of related testing tools and spares for the quoted items	02
	Total Score of the Firm	13
A+B	Total Technical Score	70

Explanation of Points

A. Product Evaluation Parameters

1. Conformance to Specification

The performance and productivity of the products offered in the bid should be according to the technical data and specification of the tender. Up to a maximum of four Minor deviations may be accommodated subject to the condition that main function and performance in any aspect would not affect. However, up to four marks will be deducted. More than four minor, or one major deviation in the specification, the bidder will be non-responsive for the quoted items.

No.	Description of Technical Compliance	Max 38 Points
I.	Full compliance with the required specifications as per statement of Requirement	34
II.	Compliance with Minor Deviation (up to 4 minor deviation subjects to main function is not affected)	30
III.	Additional features of the product (One mark for each additional feature if it enhances the Performance of equipment in required Field or Additional Software Provided Free of cost).	04
IV.	More than four minor or one major deviation in the specifications	Non-Responsive

Bidders are advised to prepare a product compliance sheet with the procuring entity technical specifications so that technical evaluation can be executed at earliest.

2. **Product International Certification:** The certification of equipment must be attached with technical proposal. One certificate (FDA/CEMDD/MHLW/MHLW) is mandatory and will carry no marks. If the bidder fails to provide certificate for the quoted items will be non-responsive.

No.	Certifications	Max 6 Points
I.	US FDA, CE MDD, MHLW / MHLW (All three certification)	6
II.	US FDA, CE MDD, MHLW / MHLW (Any two certification)	3
III.	US FDA, MHLW / MHLW, CE MDD (Any one certification)	0
IV.	No certificate	Non-Responsive
V.		

2. Manufacturer Performance

The certification of equipment must be attached with technical proposal. Two marks will be awarded to the bidder for providing these certificates for the quoted item.

No.	Certifications	Max 4 Points
I.	ISO 9001	2
II.	ISO 13485	2
III.	No Certificate	0

3. Product Local Performance

Equipment satisfactory performance certificate on the letter head / sign stamped from any public institutes throughout Pakistan.

Equipment, satisfactory performance certificate on the letter head with complete address and phone numbers from any private teaching hospitals. The hospital must be recognized from Pakistan Medical and Dental Council (PMDC). The satisfactory performance certificate of non-recognized institution from PMDC will not be considered.

(Purchase order/supply order/ delivery challans and installation report will not be considered as satisfactory performance certificate).

No.	Product Local Performance	Max 6 Points
I.	Certificate from any government institute. 1 mark for each certificate	3
II.	Certificate from any private teaching institute. 1 mark for each certificate	3
III.	No Certificate	0

No.	Country of Origin, Manufacturer	Remarks
I.	The country of Origin and Manufacturer	As given in part two section VIII

4. Warranty Certificate

Two (02) Years Warranty (both spare parts & services from the manufacturer/Firm from the date of installation, testing & commissioning.

No.	Warranty Certificate	Remarks
I.	Warranty Period should be from manufacturer / Bidder for two years both with spare parts and services,	Mandatory

No tender warranty quoted by the bidder, bid will be considered as non-responsive.

6. Post Warranty

After the completion of initial two (02) years warranty, Bidder shall have to quote for further Two (2) years Post warranty (maintenance services) in percentage %.

No.	Post warranty maintenance contract	Max 3 Points
I.	Post warranty maintenance contract for another Two years of services. Bidder which offers low percentage (%) will get full marks.	03

B. Firm Evaluation Parameters

1. Manufacturer Authorization Certificate

A certificate clarifying that the bidder is authorized by the manufacturer for the quoted items.

No.	Manufacturer Authorization Certificate	Remarks
I.	Manufacturer Authorization Certificate, or Partnership Deed with manufacturer	Mandatory
II.	Non-Provision of the manufacturer authorization for the quoted item, the bidder will be rejected	Non-responsive

2. NTN, and GST Registration Certificates

No.	Registration Certificates	Remarks
I.	NTN, and GST Registration, KPK professional Tax certificate	Mandatory

	(Where applicable)	
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3. Last two-year documents of

- i. I/Tax return
- ii. Sales Tax Return
- iii. Audit Reports
- iv. Bank Statement Must be submitted with the bid. Any of last two years' documents can be provided from last three years.

No.	Financial Soundness	Remarks
I.	Last two years I/Tax return, Sales Tax Return, Audit reports and bank statement must be submitted.	Mandatory

4. Compliance comparison sheet

1	Compliance Sheet in attached Viz-a-Viz format / form.	Points
		02 Marks

5. Personnel/Human Resource

Documents of the human resource must be attached. For DAE the certificate and for graduate engineer valid PEC registration must be provided. By non-provision of these documents the marks will not be awarded. Expired PEC registration will not be accepted.

Workshop facility at Khyber Pakhtunkhwa. (Complete address with contact must be attached in the bid).

Workshop facility at National Level (Complete address with contact must be attached in the bid) the procuring agency may verify the workshops if required.

No.	Certifications	Max 11 Points
I.	Associate Engineer with Diploma of Associate Engineering in Electrical / Electronics / Bio Medical or equivalent field. (1 mark / associate engineer)	2
II.	Graduate Engineer duly registered with PEC (Pakistan Engineering council) in Electrical / Electronics / Bio Medical or equivalent field. (2 marks / Graduate engineer)	4
III.	Workshop facility at Khyber Pakhtunkhwa Level having list of related testing tools and spares for the quoted items	3
IV.	Workshop facility at National Level having list of related	2

	testing tools and spares for the quoted items	
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Technical Evaluation Criteria for IT Lot 6			
S.No	Description of Variables	Total points	Remarks
A. Product evaluation Parameters			
1	Conformance To Specifications	40	
1.1	Full Compliance with the required specification as per statement of requirement	40	
1.2	Compliance with Minor Deviations up to four minor deviations subject to main function is not affected (02 marks will be deducted for each minor deviation).	32	
1.3	Compliance with more than four minor deviations or one Major Deviation (when main function is affected) the bid will be rendered non-responsive	<32	non-responsive
	Despite the above scoring principles, the committee would assess any item based on additional practical application experiences of such items. should an items offered in the bid having a poor track record, either in terms of the quality of the product or maintenance services support, such items may be scored as having a major deviation or being noncompliant in spite of having it demonstrated full compliance to the TSD. However, such scoring MUST be supported with Facts and reasons and justification for such scoring Must be recorded in the technical scoring form.		
2.1	ISO 9001:2015	3	
3	Product Local Performance	10	
3.1	One mark for each satisfactory certificate on letter head of hospital/any government institution for quoted models of equipment.	6	
3.2	One mark for each satisfactory certificate on letter head of Private hospital/registered institutions, for quoted model	4	
3.3	Warranty Period should be from manufacturer/firm two years both with spare parts and onsite services.	Mandatory	
3.4	Post warranty maintenance contract for another two years, including after sales services with parts, rates (companies who offer low percentage (%) will get full	4	

	marks.		
	Total score of the Product Evaluation	57	
B	<u>Firm Evaluation Parameters</u>		
1	Manufacturer Authorization Certificate or Partnership Deed with manufacturer/sub authorization	Mandatory	
1.1	NTN & GST Registration Certificates, KPK professional Tax certificate (Where applicable)	Mandatory	
1.2	I/Tax return Last Two Years / Sales Tax Return Current submitted	Mandatory	
1.3	Financial Soundness (bank statement, Audit Report, balance sheet of two years out of the last three Years)	Mandatory	
	Personal Human Resources		
1.1	Simple technician IT/Electronics (6 Months/12 months certificate	1	
1.2	Associate Engineer IT/Electronics with diploma of associate Engineer	2	
1.3	Graduate Engineer duly registered with PEC (IT/Electronics)	4	
1.4	Workshop facility at Khyber Pakhtunkhwa level having list of related testing tools spares for the quoted items	3	
2.3	Workshop facility at National level having list of related testing tools spares for the quoted items	3	
	Total score of the Firm	13	
A+B	Total Technical Score	70	

Total Marks in technical Criteria: 70

Qualifying Percentage in Technical Criteria: 70%

Qualifying Marks: 49

Lowest price will get full marks

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 weight ages will be given to the technical and financial scores:

Technical Score:	70
Financial Score:	30

Note:-

- i. Qualification Technical Marks for financial bid opening are 49 out of 70 marks.
- ii. Contract will be awarded to technically qualified & financially lowest bidder.
- iii. Alternative bids / Rates of the same item shall not be considered and shall be rejected by the Procurement Committee.
- iv. The committee unanimously decided that the results of this technical evaluation report will be subject to verification of originality/genuineness of all documents attached by the bidders. If any document of any bidder is found bogus/forged at any stage in the FY 2025-26-27, the bid of that bidder will be rejected straight away & then legal proceedings/blacklisting process against the said bidder will be initiated accordingly.

Evaluation Criteria for Procurement of Anatomy Models and charts.

Lot No:4.

(Technical Evaluation Marks: 60)

S #	Parameters	Sub-parameters	Total Marks: 60
	Product Evaluation		
	Conformance Specifications		
1	Compliance to Purchasers Specifications		
		Fully compliance with the required specifications as per statement of Requirement (Up to a maximum of four Minor deviations may be accommodated subject to the condition that main function and performance in any aspect would not affected. However, up to four Marks will be deducted, one mark for every minor deviation).	34(34)
2	Special Features		
	Two Marks Each (Max 04 Marks)	Any special features which may enhance the intended performance of the equipment including the value added item provided as Free of Cost will be given additional Marks. This decision will be taken by the Technical Advisory & Evaluation Committee. (TAEC).	04(38)
3	Product Certifications		
3.1		(CE, ISO, or any relevant certificate for manikins/Models , one of the certificates is mandatory)	Mandatory
3.2	Demonstration	<p>Demonstration on actual model and physical inspection of the model. all the expenses incurred on the visit of the committee for demo will be borne by the bidder/firm,</p> <p>Total compliance with tender specifications + Excellent Sample Quality (finish, performance, branding, packaging, accessories, demonstration)</p> <p>Total compliance with tender specifications + Good Sample Quality</p> <p>Total compliance with tender specifications + Satisfactory Sample (minimum acceptable quality)</p> <p>Sample rejected by inspection committee OR non-compliance with specifications or low-quality sample</p>	10 (48) 8 5

		provided, the firm / bidder will be considered as non-responsive for the quoted item and no marks will be awarded.	0
4	Product's Local Performance		
	Three Marks Each (Max 06 Marks)	Three marks for each satisfactory performance certificate for Models from any recognized Public / and reputed Private Institute of Pakistan (Having Similar project previously done)	06 (54)
5	Warranty Period		
		02 Years with Parts & Services	Mandatory
6	Post warranty	The firm must quote post warranty in percentage. The Lowest one will get full marks..	06 (60)
		Total Score of the Product Evaluation	60 (60)

Total Marks in Technical Criteria: 60

Qualifying Percentage in Technical Criteria:

70% Qualifying Marks: 42

These scoring criteria will be 60 % for technical and 40 % for financial (weightage).

Financial Criteria (20 Marks):

S No.	Parameters	Sub-Parameters	Total Marks: 40
		Price	40
		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 0.40	40

Total Marks (Technical Criteria + Financial Criteria): 100

The bidders achieving a minimum of **70** marks (i.e., **70%**) out of 100 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.

**TECHNICAL EVALUATION CRITERIA FOR
SAMPLE BASED ITEMS IN LOT NO: 2, 3, 5, 7 and 8
(Maximum Allocable Marks Score = 50 marks)**

S. No.	Description of Variables	Allocated Points
A	Product Evaluation Parameters	
1	Name of equipment	
2	Conformance to Specifications subject to clearance on Sample Test by the Inspection Committee	
2.1	Total compliance with tender specifications + Excellent Sample Quality (finish, performance, branding, packaging, accessories, demonstration)	40
2.2	Total compliance with tender specifications + Good Sample Quality	30
2.3	Total compliance with tender specifications + Satisfactory Sample (minimum acceptable quality)	20
2.4	Sample rejected by inspection committee OR non-compliance with specifications or low-quality sample provided, the firm / bidder will be considered as non-responsive for the quoted item and no marks will be awarded.	0
3	Past firm experience in the relevant field	
3.1	1 to 3 years experience in market	5 (45)
3.2	4 to 8 years experience in market	10 (50)
4	Firm Registration	
4.1	FBR online Active tax payer list. Valid National Income Tax Number, GST	Mandatory
4.3	KPK professional Tax certificate (Where applicable)	Mandatory
4.4		

Index Lots

LOT 1: BIOMEDICAL EQUIPMENT

S.No	Item Name	Quantity	Department
1.1	Haemoglobin meters	6	Physiology
1.2	Centrifuge machine	1	Physiology
1.3	Microhaematocrit reader	3	Physiology
1.4	Protein Electrophoresis	1	Biochemistry
1.5	Hot Oven Box	1	Biochemistry
1.6	Centrifuge	1	Biochemistry
1.7	ECG machines	3	Physiology
1.8	Treadmill or an ergometer cycle	1	Physiology

LOT 2: MEDICAL INSTRUMENTS & DIAGNOSTIC DEVICES (SB)

S.No	Item Name	Quantity	Department
2.1	Oxygen Cylinders with flow meters	1	Physiology
2.2	Finger Pulse Oximeters	3	Physiology
2.3	Audiometer	1	Physiology
2.4	Ophthalmoscope	1	Physiology
2.6	Autopsy Examination Set	2	Forensic
2.7	Hand Held Magnifying Glass	5	Forensic
2.8	Ultra Violet Lamps	2	Forensic
2.9	Complete perimeters	5	Physiology
2.10	Percussion Hammer	2	Physiology
2.11	Tuning Fork	8	Physiology

2.12	Stop watches	7	Physiology
2.13	Weighting machines with height measurement.	4	Physiology

LOT 3: Laboratory Consumables (SB)

S.No	Item Name	Quantity	Department
3.1	Set of pregnancy test kits	1	Physiology
3.2	Bottle of Leishman's stain	1	Physiology
3.3	Anti Sera A,B and D	1	Physiology
3.4	Bottle of WBC solution	1	Physiology
3.5	Distal water	1	Physiology

LOT 4: ANATOMICAL MODELS & CHARTS (SB)

S.No	Item Name	Quantity	Department
4.1	Upper limb Models	3	Anatomy
4.2	Lower limb Models	4	Anatomy
4.3	Eye Models	4	Anatomy
4.4	Nose Models	2	Anatomy
4.5	Abdominal viscera models	4	Anatomy
4.6	Liver Models	2	Anatomy
4.7	Kidney Models	1	Anatomy
4.8	Articulated skeletons	3	Anatomy
4.9	Vision E Type Charts/Snellen's Charts	11	Physiology

4.10	Ishihara Charts	5	Physiology
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LOT 5: ELECTRONICS

S.No	Item Name	Quantity	Department
5.1	UPS with Batteries	2	Audio Visual
5.2	AC 1.5 Ton	13	Audio Visual

LOT 6: IT

S.No	Item Name	Quantity	Department
6.1	Multi-Function Touch Screens 86"	4	Audio Visual
6.2	Side screen 65 inches (LED)	6	Audio Visual
6.3	Digital wall clock	5	Audio Visual
6.4	CCTV Cameras with installation	8	Audio Visual

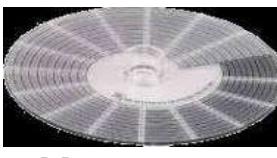
LOT 7: AUDIO-VISUAL, (SB)

S.No	Item Name	Quantity	Department
7.1	Power Amplifier (Digital Mixer)	4	Audio Visual
7.2	Wireless Microphone	8	Audio Visual
7.3	Desktop microphone	8	Audio Visual
7.4	DJ Sound System	1	Audio Visual
7.5	Sound System wall mount speaker	24	Audio Visual

LOT 8: CABLES, BATTERIES & CONSUMABLES (SB)

S.No	Item Name	Quantity	Department
8.1	Chargeable Pen Cells	20	Audio Visual
8.2	Chargeable Drum Cells	20	Audio Visual
8.3	Chargeable Large Cells	20	Audio Visual
8.4	Cell Charger	5	Audio Visual
8.5	White Board Marker (box)	30	Audio Visual
8.6	Slide Changer	10	Audio Visual
8.7	HDMI Cables 10 Meters	5	Audio Visual
8.8	HDMI Cables 20 Meters	5	Audio Visual
8.9	HDMI Cables 30 Meters	5	Audio Visual
8.10	VGA Cables 10 and 20 Meters	10	Audio Visual
8.11	Multi-function Cables	5	Audio Visual
8.12	Stereo Cables	10	Audio Visual
8.13	Gas Heater	10	Audio Visual

Schedule of requirement lot wise with specification

LOT 1: BIOMEDICAL EQUIPMENT			
S.No	Item Name	Qty	Specifications
1.1	Haemoglobin meters	6	<ul style="list-style-type: none"> • Kit consists of Comparator Holder black. The back of the holder is fitted with milky color acrylic screen. In front of the holder there are three windows. The two side windows are fitted with color standard strips. The middle window is meant for the Hb tube for color comparison. • H.B. Tubes : 2 • H.B. Pipettes : 1 • Amber colour glass bottle : 1 • Glass Stirrer : 1 • Dropper with teat : 1 • Cleaning Brush : 1 • Spare latex tubing one meter :1
1.2	Centrifuge machine	1	<p>(For Physiology Department) Maximum speed: 4000 RPM.</p> <ul style="list-style-type: none"> • Maximum RCF: 1790 x g. • Capacity: 6 x 20ml tubes (some models may also accommodate 8 x 10ml). • Timer: 0-60 minutes. • Voltage: 220V., • Speed control: Step less speed regulation.
1.3	Microhaematocrit reader	3	<p>A disc size universal tube reader for precise determination of micro-hematocrit values. Measures red cell layer in terms of packed cell volume.</p> <p>Made of durable vinyl-laminated plastic for easy cleaning.</p> <p>Percentage reader (plastic)</p> <p>Circular or disc shaped designed for use with capped or sealed minimum 75mm microhematocrit capillary tubes.</p> <div style="text-align: center;">  <ul style="list-style-type: none"> <input type="checkbox"/> Measurement range: 0–100% <input type="checkbox"/> Scale division: 1% increments <input type="checkbox"/> Accuracy: ±1% <input type="checkbox"/> Compatible tube: Heparinized capillary tube (75 mm length) <input type="checkbox"/> Reading method: Visual alignment by rotating disc <input type="checkbox"/> Material: Clear acrylic / plastic </div>

			<input type="checkbox"/> Calibration: Factory calibrated
1.4	Protein Electrophoresis	1	<ul style="list-style-type: none"> • Polyacrylamide gels (PAGE): Commonly used for protein electrophoresis, offering a range of pore sizes for separating proteins of different molecular weights. • Agarose gels: Primarily used for separating nucleic acids, but can be used for very large proteins or protein complexes. • SDS-PAGE: A common technique where proteins are denatured with sodium dodecyl sulfate (SDS) and separated based on size. • Native PAGE: Separates proteins under native conditions, preserving their native structure and function. • IEF (Isoelectric Focusing): Separates proteins based on their isoelectric point (pI). <p>Buffer System:</p> <ul style="list-style-type: none"> • Tris-glycine or Tris-acetate: Commonly used in SDS-PAGE for protein separation. • Barbital or Tris-boric acid-EDTA: Used in pH 8.6 for protein electrophoresis to achieve sharp bands. • Running buffer: Provides ions to carry the current and maintain pH during electrophoresis. <p>Electrophoresis Apparatus:</p> <ul style="list-style-type: none"> • Mini-gel system: Compact and suitable for analyzing a smaller number of samples, often using gel size around 10x10cm. • Standard-sized system: Offer larger gel dimensions and higher sample capacity. • Horizontal and vertical system: Vertical systems are more common for protein electrophoresis. <p>Running Conditions:</p> <ul style="list-style-type: none"> • Voltage: Typical voltage range from 100-200V, but can vary depending on the gel type and desired separation. • Current: Current depends on voltage and buffer ionic strength. • Run Time: Run times can range from 1 to 2.5 hours, depending on the gel type and voltage.
1.5	Hot Oven Box	1	<p>Temperature Range</p> <ul style="list-style-type: none"> • Often adjustable from ambient temperature to a maximum of 150°C, 350°C, 550°C, or 750°C, depending on the model and intended use. • Some specialized ovens can reach even higher temperatures. <p>Chamber Dimensions:</p> <ul style="list-style-type: none"> • Vary significantly depending on the application and size of items being processed. • Common size range from 400x400x350mm to 1135x1300 x 1275 mm. • Custom dimensions are often available.

			<p>Temperature Control:</p> <ul style="list-style-type: none"> Precise temperature control is crucial for many applications. Specification include temperature accuracy (e.g. $\pm 1^\circ\text{C}$) and uniformity (e.g. $\pm 5^\circ\text{C}$) Many oven features programmable temperature control with multiple segments or profiles. Temperature sensors (e.g.-type thermocouples) and controllers (e.g., FP93) are common. <p>Heating and Insulation:</p> <ul style="list-style-type: none"> Heating elements (e.g., heating wire) are used to heat the chamber. Insulation is important to maintain temperature stability and minimize heat loss. Heating power and insulation power are key specifications. <p>Other Important Specifications:</p> <ul style="list-style-type: none"> Forced Convection: <p>Many ovens utilize a blower or fan to circulate hot air for even temperature distribution.</p> <ul style="list-style-type: none"> Safety Features: <p>Over-temperature protection, thermocouple failure alarms, and other safety features are often included.</p> <ul style="list-style-type: none"> Material or construction: <p>Chamber material (e.g., SUS304 stainless steel) and overall construction are important for durability and performance.</p> <ul style="list-style-type: none"> Exhaust Port: <p>An exhaust port may be included for venting, often with manual control over the vent size.</p> <ul style="list-style-type: none"> Alarm protections: <p>Audible and visual alarms for various fault conditions (e.g., over-temperature, thermocouple failure).</p>
1.6	Centrifuge	1	<p>(FOR BIOCEMESITRY)</p> <ul style="list-style-type: none"> Speed <p>Measured in revolutions per minute (RPM), ranging from a few hundred to over 100,000 RPM for specialized ultracentrifuges.</p> <ul style="list-style-type: none"> Relative Centrifugal Force (RCF): <p>Expressed in g-force, indicating the force applied to the sample during centrifugation.</p> <ul style="list-style-type: none"> Capacity: <p>The maximum volume a centrifuge can hold, often specified by the rotor type and size.</p> <ul style="list-style-type: none"> Temperature Control: <p>Some centrifuge offers temperature regulation (refrigerated or heated) for temperature-sensitive samples.</p> <ul style="list-style-type: none"> Safety Features: <p>Include lid interlocks, imbalance detection, and motor overload protection.</p> <ul style="list-style-type: none"> Rotor compatibility: <p>Centrifuges typically accommodate various rotors (fixed-angle, swing-bucket, etc.) for different applications.</p> <ul style="list-style-type: none"> Control System:

			<p>Digital Display, user profiles, and programmable settings are common features for precise operation.</p> <ul style="list-style-type: none"> • Nose Level: <p>Important for user comfort, with some centrifuges designed for quiet operation.</p> <ul style="list-style-type: none"> • Mini centrifuges <p>Designed for quick spin-downs with limited capacity, typically handling microfuge tubes or PCR tubes.</p> <ul style="list-style-type: none"> • General Purpose Centrifuges: <p>Versatile centrifuges for a range of applications, with variable speed and temperature control</p>
1.7	ECG machines	3	<ul style="list-style-type: none"> • 12 lead ECG synchronous sampling system. • Thermal printer with 80mm print paper, synchronization print. • 7" color touch-screen, both push-button and touch operation. • Automatic measurement, calculation, analysis, waveform freezing. • Support USB flash disk & SD memory. • Data transmitting to PC via RS232/USB. • Patient's information can be input • Historical data can be reviewed and printed. • Built-in rechargeable li-ion battery, AC/DC power conversion. • Sleep mode to save energy and extend TFT screen life. • Portable design with hidden handle, convenient to carry. • Lead off & lack off paper detection function. • 7 level printing thick can be chosen. • Adapt to 110-230V, 50/60 Hz AC power supply.
1.8	Treadmill or an ergometer cycle	1	<ul style="list-style-type: none"> • Running Area: minimum 140 x 53 cm / 55" x 21" • Running Belt Thickness: minimum 1.6mm • Incline Range: 0 - 12% • Speed Range: minimum 0.8 - 20 km/h / 0.5 - 12 mph • Motor: minimum 2.0 HP driving system • Workout Feedback: Time, Distance, Incline, Speed, Calories, Heart Rate • Programs: Pulse Train, Calories, Interval, Performance, Heart Rate, Step, Distance, Custom. • Fit Display App: Beat, Contest, Sprint 8, Virtual Active, Distance Target, Speed Target, Calories Target, Heart Rate Target, Intervals, Manual • Product Weight: minimum 93 kg / 205 lbs. • User Weight Capacity: minimum 150 kg / 350 lbs • Speed Range: minimum 0.8–20 km/h (walking to running)

LOT 2: MEDICAL INSTRUMENTS & DIAGNOSTIC DEVICES

S.No	Item Name	Quantity	Department
2.1	Oxygen Cylinders with flow meters	1	<ol style="list-style-type: none"> 1. Cylinder <ul style="list-style-type: none"> • Capacity: 400 L • Material: Seamless steel, corrosion-resistant • Working Pressure: ≥ 150 bar • Certification: ISO standards & Pakistan Gas Cylinder Rules • Markings: Manufacturer, batch, test date, expiry 2. Pressure Regulator <ul style="list-style-type: none"> • Integrated with cylinder valve • Safety relief valve included • Durable brass/stainless steel construction 3. Flow Meter <ul style="list-style-type: none"> • Range: 0–15 L/min, oxygen-specific • Accuracy: $\pm 10\%$ • With humidifier bottle • Compatible with regulator outlet 4. Accessories <ul style="list-style-type: none"> • Spare washers/connectors • Trolley/stand 5. Compliance <ul style="list-style-type: none"> • DRAP, KPPRA rules applicable • Valid test certificates with each cylinder
2.2	Finger Pulse Oximeters	3	<ul style="list-style-type: none"> <input type="checkbox"/> SpO₂ measurement range: minimum 70–100% <input type="checkbox"/> SpO₂ accuracy: minimum $\pm 2\%$ (between 80–100%) <input type="checkbox"/> Pulse rate range: minimum 30–250 beats/min <input type="checkbox"/> Pulse rate accuracy: minimum ± 2 bpm <input type="checkbox"/> Display parameters: <ul style="list-style-type: none"> • SpO₂ (%) • Pulse rate (bpm) • Pulse waveform / bar graph <input type="checkbox"/> Response time: minimum 5–10 seconds <input type="checkbox"/> Power supply: batteries / rechargeable <input type="checkbox"/> Auto power-off: Yes
2.3	Audiometer	1	<ul style="list-style-type: none"> • Compact, lightweight and portable • Extended frequency range: 125 –8000Hz • Attenuation range: -10---100 dBHL • Automatic threshold saving single, pulsed, warble or continuous. • PC software required . • Two-channel output (left + right ear) • Interface :Touchscreen

2.4	Ophthalmoscope	1	<p>Minimum 48 lenses in single-diopter steps for precise resolution (+24 to -24)</p> <table> <tbody> <tr> <td>Type</td><td>ophthalmoscope</td></tr> <tr> <td>Magnification</td><td>~minimum 15×</td></tr> <tr> <td>Lens range</td><td>Minimum -24 D to +24 D</td></tr> <tr> <td>Light source</td><td>LED / Halogen</td></tr> <tr> <td>Filters</td><td>Red-free (green)</td></tr> <tr> <td>Apertures</td><td>Small, large, slit</td></tr> <tr> <td>Power</td><td>Rechargeable battery</td></tr> <tr> <td>Weight</td><td>Minimum 200–400 g</td></tr> <tr> <td>Use</td><td>Fundus examination</td></tr> </tbody> </table>	Type	ophthalmoscope	Magnification	~minimum 15×	Lens range	Minimum -24 D to +24 D	Light source	LED / Halogen	Filters	Red-free (green)	Apertures	Small, large, slit	Power	Rechargeable battery	Weight	Minimum 200–400 g	Use	Fundus examination
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2.5	Autopsy Examination Set	2	<p>Brand: Any reputable brand</p> <ul style="list-style-type: none"> For purchasing an autopsy examination set for forensic medicine and students demonstrations, consider the following essential instruments: <ul style="list-style-type: none"> Dissection Tools: Virchow Brain Sectioning Knife & Scalpel Handles. Organ Handling and Dissection: Enterotomy Scissors Dissecting Tenaculum. Bone and Tissue Removal: Still Pattern Rib shears & Skull breakers Blade. Suturing and Ligature: Aneurysm Needle. Additional Instruments: Post Mortem Hammer Hook Blade & Nail Trimmers and Miscellaneous Instruments. 																		
2.6	Examination couches	1	<ul style="list-style-type: none"> Examination couch Mild steel construction Two-part upholstery Minimum 2" high quality foam Head section adjustable using manual ratchet Rubber boot on feet for grip Epoxy Powder coated finish. 																		
2.7	Hand Held Magnifying Glass	5	<ul style="list-style-type: none"> Brand: Any reputable brand. Color: Preferably White Color but any color will do. Light Source: Built-in LED lights. Light ON/OFF Button: Easy to operate with simple ON/OFF button switch. Batteries Requirement: Rechargeable battery, Convenient and eco-friendly Lens Material/Quality: Optical grade glass or acrylic lenses provide clear and scratch-resistant viewing. Product Dimensions (L x W x H): At least 6.5" L x 3" W x H (12 cm). Magnification Strength 10X. Lens Diameter: At least 3". Ergonomics and Portability: Lightweight and ergonomic 																		

			design, Reduce fatigue during Extended use.		
2.8	Ultra Violet Lamps	2	<ul style="list-style-type: none"> • Brand: Any well reputable foreign brand. • Color: Preferable Black Color but any color will do. • Light Source: Option include mercury-vapor lamps, LED, and fluorescent lamps. • Light ON/OFF Button: Easy to operate with a simple ON/OFF button switch. • Batteries Requirements: Rechargeable battery 1 x 18650 307 volts, 2400mAh (included). • Product Dimensions: Preferably 135mm (length) x 33mm head diameter x 26mm body diameter but any suitable dimensions will do. • Wavelength: 365nm. • Material: Preferably Aircraft grade aluminum with hard anodized finish or Rugged ABS plastic. • Ergonomics and Portability: Handheld UV lamps are ideal for fieldwork and demonstrations. • Additional Features: A pair of eye protection spectacles for use when using UV lamps for extended periods or for when working close to the UV source. 		
2.9	Complete perimeters	5	<p>Model Eye Perimeter with the charts for left and right eye. Suitable for use in Physiology Laboratory</p> <ul style="list-style-type: none"> • Arc radius: minimum 30–33 cm • Arc markings: minimum 0° to 90° on either side • Test object size: minimum 1–5 mm diameter • Colors used: White, red, green, blue, yellow. • Background: Matte black • Viewing distance: minimum 33 cm • Illumination: Uniform and moderate 		
2.10	Percussion Hammer	2	<ul style="list-style-type: none"> • Rubber striking head • Metal or plastic handle • Flexible or fixed neck • Total length: minimum 18–30 cm • Head diameter: minimum 3–6 cm • Head material: Soft rubber • Handle material: Stainless steel / plastic • Weight: Lightweight (minimum100–250 g approx.) • Balance: Ergonomically balanced for wrist movement 		
2.11	Tuning Fork	8	<p>Material: Hardened steel / aluminum alloy</p> <p><input type="checkbox"/> Frequency accuracy: Calibrated to standard frequencies</p> <p><input type="checkbox"/> Handle length: minimum 5–10 cm</p> <p><input type="checkbox"/> Prong length: minimum5–8 cm</p> <p><input type="checkbox"/> Vibration duration: Long-lasting and uniform</p> <p><input type="checkbox"/> Finish: Smooth, corrosion-resistant</p> <p>Requirement by frequencies below:</p> <table> <thead> <tr> <th>Freq</th> <th>Quantity Required</th> </tr> </thead> </table>	Freq	Quantity Required
Freq	Quantity Required				

			128 Hz 02 256 Hz 02 512 Hz 02 1024 Hz 02
2.12	Stop watches	7	<ul style="list-style-type: none"> • Time measurement range: minimum 0.01 seconds to 24 hours (digital) • Resolution / Accuracy: minimum ± 0.01–0.1 seconds • Display: Digital LCD or analog dial • Alarm / Countdown: Optional (digital) • Material: Plastic / metal casing • Power supply: Battery (1–2 AAA / coin cell) • Portability: Handheld, lightweight (minimum 50–150 g)
2.13	Weighting machines with height measurement.	4	<p>Weighing 160 kg, resolution minimum 500 g</p> <p>platform size minimum 28 x 38.5 cm</p> <p>, with a series of 70 to 190 cm height.</p> <p>-Weighing up to minimum 160 kg</p> <ul style="list-style-type: none"> – The resolution capacity of minimum 500 grams. – Cover the platform tire size is minimum 280 x 385 mm. – The machine and the platform is made of lightweight steel. – A series of minimum 70 to 190 cm height.

LOT 3: Laboratory Consumables

S.No	Item Name	Quantity	Department
3.1	Set of pregnancy test kits	1	Standard Quality.
3.2	Bottle of Leishman's stain	1	Standard Quality.
3.3	Anti Sera A,B and D	1	Standard Quality.
3.4	Bottle of WBC solution	1	Standard Quality.
3.5	Distal water	1	Standard Quality.

LOT 4: ANATOMICAL MODELS & CHARTS

S.No	Item Name	Quantity	Specifications
4.1	Upper limb Models	3	<ul style="list-style-type: none"> • Illustrate both the superficial and deep muscles, five of which are removable from the model. • Tendon, vessels, nerves and bones compartment of the arms and shoulders in the detail. • Parts numbered on muscles arms for easy identification of parts.
4.2	Lower limb Models	4	<ul style="list-style-type: none"> • Illustrate both the superficial and deep muscles, eight of which are removable from the model. <p>Tendon, vessels, muscles, nerves and bony compartment of the leg and foot</p>
4.3	Eye Models	4	<ul style="list-style-type: none"> • The eye model shows the eye ball with optic nerves in its natural position in the bony orbit. • Two halves of the sclera. • Optic nerve • Rectus superior and rectus lateralis muscles • Eye lense • Vitreous humor • Digital anatomy of the model.
4.4	Nose Models	2	<ul style="list-style-type: none"> • This nose model should illustrate the structure of the nose with para nasal sinuses. • The outer nasal cartilages • The nasal cavity, maxillary, frontal and ethmoidal bones.
4.5	Abdominal viscera models	4	<p>The model should contain the following features</p> <p>Nose ,Mouth cavity and pharynx, Esophagus, GI tract Liver and gall bladder, Spleen, Pancrease Digital anatomy of the model</p>
4.6	Liver Models	2	<p>This model should contain the following structures</p> <p>Top quality, Durable and closely related to natural liver Should contain all the three major parts (lobes) Porta hepaticis, membrane attachments should be clearly identifiable Digital anatomy of the model.</p>
4.7	Kidney Models	1	<ul style="list-style-type: none"> • It should be of top quality • Made from a durable and unbreakable synthetic material • It should be easily divided into two parts showing deferent underlying structures like renal pelvis, pyramids, arteries, veins etc. • Digital anatomy of the model

4.8	Articulated skeletons	3	<ul style="list-style-type: none"> On a stable metal hanging stand with five casters Close to the realistic three parts assembled skull with individually inserting teeth Final assembly carried out by hand Made from durable top quality material Digital anatomy of the model.
4.9	Vision E Type Charts/Snellen's Charts	11	<ul style="list-style-type: none"> Chart size: Approximately minimum 60×60 cm Optotype type: Snellen letters (block letters) Alphabet with E charts Test distance: <ul style="list-style-type: none"> Minimum 6 meters (20 feet) for distant vision Visual acuity notation: minimum 6/6, 6/9, 6/12, 6/18, 6/24, 6/36, 6/60 Contrast: High (black letters on white background) Illumination: Uniform and adequate
4.10	Ishihara Charts	5	<ol style="list-style-type: none"> Jaeger's Chart Printed chart on white background Optotypes: Letters, numbers, and words in paragraphs Rows of decreasing font size (e.g., J1 to J10) Marked near visual acuity for each row <ul style="list-style-type: none"> Font sizes: Standardized from J1 (largest) to J10 (smallest) Test distance: minimum 35 cm (near point of reading) Lighting requirement: Adequate and uniform Contrast: High (black letters on white background) <p>Material: plastic Paper or card, laminated for durability</p>

LOT 5: ELECTRONICS

S.No	Item Name	Quantity	Specifications
5.1	UPS with Batteries	2	Standard and Branded Quality Each UPS has two Batteries with 12v 120AH UPS Load: 1500 w, Back up at least 4 hours

			UPS with digital screen for load calculation (volt, Amp etc.) UPS 24v (Batteries input) UPS warranty 1 year Batteries warranty 6 months at least.
5.2	AC 1.5 Ton	13	Capacity 1.5-ton invertor Volt 200-240 V. Frequency 50 Hz Power consumption up to 1800 W Heating capacity 19000-20000 BTU approx. Cooling capacity 18000-19000 approx. Display On/Off yes Beep yes Self-cleaning yes Warranty: - compressor 3 years, parts one year.

LOT 6:, IT			
S.No	Item Name	Quantity	Specifications
6.1	Multi-Function Touch Screens 86" (Interactive display)	4	<p>All in one PC: Interactive Display (Android + PC) Interactive all in one Display 86".</p> <p>Display:</p> <ul style="list-style-type: none"> Black light Type: LED Resolution: 3840 x 2160 Color Depth: 10 bits (1.078) Max. Brightness: 450cd/m² Contrast Ratio: 5000:1 Viewing Angle: 178" Life Time: 50,000 Hours Frame Rate: 60 FPS Remote Management+ Digital signage, Screen Recording with voice on LED. <p>Touch:</p> <ul style="list-style-type: none"> Sensing Type: infrared Touch Protection: 4mm Anti-Glare Surface Hardness:>H7 Touch points Android: < 30 points Window: < 40 points. <p>Wireless sharing:</p> <ul style="list-style-type: none"> Max. share Screen: up to 9 split Sharing Compatibility: windows, Mac, IOS, Android, Chrome, And Linux Android system:

			<ul style="list-style-type: none"> • CPU: 8-Core • GPU: Quad-core MaliG52 • RAM: 8GB DDR4 • Storage: 128G EMMC • Version: Android 14 Over-the-air(OTA) • Network: Dual Wi-Fi (6) • Bluetooth:5.1 <p>Interfaces:</p> <ul style="list-style-type: none"> • HDMI in/out, USB 3.0, LAN line in/out Ports available <p>Package Contents:</p> <ul style="list-style-type: none"> • 1 x interactive Display 2 x Stylus Pen 1x Remote Control 1x Power Cable • 1 x Wall Mount Bracket <p>OPS</p> <ul style="list-style-type: none"> • CPU: i5 • GEN: 13th • RAM: 8GB • HDD: 512GB SSD • Graphic: Integrated • WLAN: Atheros AR9285 • 802. 11b/g/n/WIFI
6.2	Side screen 65 inches (LED)	6	<p>LED 65-inches Display Resolution 3840 x 2160</p> <p>CA75*2 + CA55*21.3GHz</p> <p>RAM/ ROM 2GB+16GB</p> <p>Power consumption 180W or Minimum quantum Dot, HDR10_, HLG, HD, Dolby Vision</p> <p>Wi-Fi 4 or above. 2.0CH 2* 10W Speakers, DTS Virtual: X, Dolby Atmos type 93% DCI-P3</p> <p>1.07G 8 bit+FRC, Quantum Dots</p> <p>Refresh Rate 60 Hs (VRR 120Hz/DLG 120Hz)</p> <p>HDMI: HDMI 2.1</p> <p>AiPQ Processor, Game Accelerator 120 HZ VRR, HVA Panel.</p>
6.3	Digital wall clock	5	<p>Material: ABS</p> <p>Power source: USB</p> <p>Display Features: Time, Date, Week, Weather, Humidity, Temperature & Alarm</p> <p>Body color: Black.</p>
6.4	CCTV Cameras with installation	8	<p>1/2 8"3 Megapixel Progresive CMOS 3MP (2304x1296)</p> <p>NightVision: 30m (98 ft Distance) 3.6 mm fixel Lens 4 fill-in lights</p> <p>Video Copression H.265/H2.64 up to 20 fps fram rate</p> <p>Built in mic and speaker 110 db siran.</p> <p>Built in spot light</p>

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LOT 7: AUDIO-VISUAL,			
S.No	Item Name	Quantity	Specifications
7.1	Power Amplifier (Digital Mixer) Sound system	4	Audio Mixer 10 Channel, CT-80S Professional Sound System Mixer Board DJ Mixing Console with Reverb MP3 Player Bluetooth 48V Phantom Power Supply USB
7.2	Wireless Microphone	8	<ul style="list-style-type: none"> True AI noise cancellation, up to 40 dB 90 dB SNR for studio-quality sound 2TX-4RX connection supports up to 8 devices 32-bit float onboard REC with 8 GB storage AGC & limiter for distortion-free audio Soundwave design, sleek and intuitive.
7.3	Desktop microphone	8	<ul style="list-style-type: none"> Compatible with Windows, Mac computers, and most Type-C devices Ideal for studio recording, podcasting, video conference calls, vocals, instruments recording Smooth and wide-spectrum response 2 selectable polar patterns (Cardioid/Omnidirectional) 24 Bit/48 kHz resolution. Latency-free monitoring & Muting Function. Includes 3m Type-C to USB cable & 2m Type-C cable & durable desktop stand.
7.4	DJ Sound System complete with all axcessaries	1	<ul style="list-style-type: none"> Speaker Box 1500W, 15 inches double speakers woper , 3D surrounded system high quality imported. Quantity= 4 Mixer machine 1500W, 4 Channel, High quality imported. Quantity = 1 Cardles Mic public addresses High quality Imported. Quantity = 6 Mic with stand public addresses mic high quality imported. Quantity = 1 2 mm cable pure copper cable 200 meter.
7.5	Sound System wall mount speaker	24	<ul style="list-style-type: none"> Built in 100v/70v transformer Wall mount type loudspeaker 4 inches + 1.5" two ways speaker unit RMS 20W@100V Metal grille, ABS enclosure and stainless mounting bracket.

LOT 8: CABLES, BATTERIES & CONSUMABLES

S.No	Item Name	Quantity	Specifications
8.1	Chargeable Pen Cells	20	AAA Long life 1.2v Minimum 800 mah
8.2	Chargeable Drum Cells	20	9v Minimum 400mah
8.3	Chargeable Large Cells	20	AA Long life 1.2v minimum1100mah
8.4	Cell Charger	5	<ul style="list-style-type: none"> • 2 independent charging channels. • Charges 2 or 4 AA/AAA Ni-MH / Ni-Cd batteries. • Charging within 6 to 8 hours. Model- BC-0904SM
8.5	White Board Marker (box)	30	Standard Quality.
8.6	Slide Changer	10	Standard Quality.
8.7	HDMI Cables 10 Meters	5	<ul style="list-style-type: none"> • High Speed Transmission • Audio Return Channel • Support 4k Resolution • Wide Compatibility.
8.8	HDMI Cables 20 Meters	5	<ul style="list-style-type: none"> • HDMI High Speed with Ethernet • HDMI Cable 4k for Laptop PS3/4 TV Box • Gold-Plated • Roku, PS4, Xbox, HDTV, monitor and projector • 4k HDMI Cable 2.0 Support 4k UHD,3D 1080P Full HD, Ethernet Channel.
8.9	HDMI Cables 30 Meters	5	<ul style="list-style-type: none"> • Reliable signal Transmission • Premium Durable Quality • Support ultra HDMI 4k (2160P) • Universal compatibility.
8.10	VGA Cables 10 and 20 Meters	10	<p>10 Meters:</p> <ul style="list-style-type: none"> • 1080p HD Supported Cable • High Resolution • Long life Durable <p>20 Meters:</p> <ul style="list-style-type: none"> • High quality Male-to-Male Super S-VGA Cable for your monitor/LCD • Supports VGA, SVGA, XGA, XGA+SXGA, SXGA+UXGA

			<ul style="list-style-type: none"> With two Ferrite Filters for High Quality.
8.11	Multi-function Cables	5	Multi-functional boot all in one cable.
8.12	Stereo Cables	10	<ul style="list-style-type: none"> Wide Compatibility: Works with any device featuring a 3.5mm audio jack. Premium Quality: Ensure high-Quality stereo sound transmission..
8.13	Gas Heater	10	Single Large Burning plate with Auto ignition, Brass Gas Valve with Galvanized Support Rust Chrome Plating Safety Grill, Enamel Coating Frame & Stainless Steel Roof.

Section-VII
STANDARD FORMS

BID COVER SHEET

BID FORM-1

General Information of Applicant Firm

NOTE: Complete filling of this form along with the provision of all requisite information. Missing or not providing any of the requisite information may lead to dis-qualification of the bidder/s from the bidding competition without any correspondence. Any appeal from bidder/s, for whatsoever reasons, will not be entertained in such a case.

16.TECHNICAL OFFER/CHECK LIST

The provisions of these documents are mandatory to submit along with tender for supply of the Procurement of Medical equipment, instruments and IT Electronics, Anatomy Models, & Charts etc.

S.#	Detail of Documents	Compliance Status Yes / No	Page #
1	Original CDR Submitted to SMC and copy uploaded to EPAD portal.		
2	Name of the Firm, Postal Address Telephone Number, Cell No. Fax # and Email address.		
3	Name, Designation & specimen signature of concerned person/ focal person. CNIC No. of the concerned person		
4	FBR online Active tax payer list. Valid National Income Tax Number, GST (Enclose copy of the NIT certificate) (Attach copy)		
5	Firm is manufacturer / importer / authorized Distributor (attach valid updated documents i.e DSL import license Authority letter etc)		
6	Acceptance of Terms & Conditions of tender documents duly signed & stamped.		
7	The firms/suppliers will provide the last 01 years bank statement		
12	Valid Agency Certificate/ agreement for the financial year 2025-2026 in case of Distributor/ sole Distributor		

BID FORM 2

Letter of Intention

Bid Ref No: _____

Date of the Opening of Bids: _____

To: Principal/Chief Executive Saidu Medical College, Swat.

Name of the Contract: Procurement of Medical equipment, instruments and IT Electronics, Anatomy Models, & Charts etc.

Dear Sir/Madam,

Having examined the bidding documents, including Addenda Nos. [insert **numbers& Date of individual Addendum**], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are 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 undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest or any bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 &19 of the bidding documents.

Dated this [insert: number] day of [insert: month], [insert: year].

Signed

In the capacity of [insert: **title or position**]

Duly authorized to sign this bid for and on behalf of [insert: **name of Bidder**]

BID FORM 3

AFFIDAVIT

I/We, the undersigned solemnly state that:

- 1) We have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB of the Bidding Documents.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The bidder / manufacturer is not blacklisted or facing debarment from any Government, or its organization or project.
- 8) The undersigned has no dispute anywhere in the province regarding supplies. And That the firm has any/no Litigation(s) or arbitrary cases.
- 9) That, They have carefully read the whole set of Bidding Documents for this bidding competition and that they have fully understood and agree to the terms and conditions, evaluation criteria, mechanism of evaluation & selection of items for which the Firm has applied for competition;
- 10) That, In case any documents submitted in relation to this bidding competition or any undertaking given by the firm, if found incorrect or false or misleading or diverting the decision making for the competition, shall be liable to be proceeded for blacklisting for any business with / by the Government of Khyber Pakhtunkhwa, Health Department, confiscation of bid security and / or any other lawful action as deemed appropriate by the Government of Khyber Pakhtunkhwa.
- 11) I certify and affirm that I have attached all the requisite mandatory documents / information including Bid Security with this Bid and that I fully understand that any document if not provided / missing shall result in the disqualification and declaring my bid as ineligible and thus non-responsive.

We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

I/We have read and agree with the above mentioned terms and conditions.

Name & Stamp of firm Proprietor _____

Witness:-

Name and Signature: - _____

NIC No: - _____

Cell No. _____

**Note: The affidavit must be on judicial stamp paper by the Executive of the Firm & Attested
by
Oath Commissioner.**

BID FORM 4

MANUFACTURER'S AUTHORIZATION:

To: [Principal/Chief Executive Saidu Medical College, Swat]

WHEREAS [name of the Manufacturer] who are established, reputable & Pre-Qualified Manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Supplier/ Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. [Reference of the Invitation to Bid] for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature: -----.

Designation: -----.

Official Stamp: -----.

This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

BID FORM 5A

PRICE SCHEDULE FOR ----- for Saidu Medical College, Swat

Saidu Medical College, Swat.
GOVERNMENT OF KHYBER PAKHTUNKHWA.

Price Schedule for ----- for Saidu Medical College, Swat

Tender Name:		Due Date	
Lot Number:			
S. No.	Item Name and Description	Qty	Unit Price in Local Currency PKR (DDP/FOR).

Total Amount of Lot in Local Currency PKR (DDP/FOR) in Figures						
Total Amount of Lot in Local Currency PKR (DDP/FOR) in words						

BID FORM 5B

PRICE SCHEDULE FOR Procurement of Medical equipment, instruments and IT Electronics, Anatomy Models, & Charts etc. **for Saidu Medical College, Swat**

GOVERNMENT OF KHYBER PAKHTUNKHWA.

Price Schedule for LOT for Saidu Medical College, Swat

Tender Name:		Due Date		
Lot Number:				
S. No.	Item Name and Description	Qty	Unit Price PKR	Total Amount in PKR
Total Amount of Lot in Local Currency PKR in Figures				
Total Amount of Lot in Local Currency PKR in Words.				

Performance Guarantee

To: Principal/Chief Executive Saidu Medical College, Swat.

Whereas [Name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [Number] dated [date] to supply [description of goods] (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 scheduled bank for the sum of 10% of the total Contract amount as a 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/ Bank

Address: _____

Date: _____

AFFIDAVIT
CONTRACT AGREEMENT
For Equipment.

(Sample and will refine according to the awarding lots)

This agreement is made on this day _____ for the fiscal year 2025-26 between

M/S _____

Address: _____

Through: Mr. _____ S/O: _____

CNIC No: _____ Designation: _____

Referred as 1st Party,

Which expression shall unless repugnant to the context mean and include his heirs, executors,

Administrators, successors, and assigns. And

The Saidu Medical College Saidu Sharif Swat, through its Principal, (hereinafter referred as 2nd Party which expression shall unless repugnant to the context mean and include his heirs, executors, administrators, and assigns.

Whereas the purchasing agency has made a bidding competition under approved Bidding Documents for the year 2025-26. (Hereinafter referred to as the SBDs) approved for the purchase of equipment, instruments, and IT\Electronics etc. (hereafter referred Saidu Medical College Saidu Sharif Swat) and

Whereas the supplier has won the bidding competition for selected items, as listed in supply order: and

Whereas the supplier declares that he is not a broker, middleman or acting on behalf of any entity or person, but himself a genuine manufacturer/ distributor / authorized dealer /direct importer of the item for which he has won the bidding competition for supply of the same to the purchasing agency, as defined in SBDs: and

Whereas the supplier (1st Party) shall supply all the items ordered by purchasing agency to the latter in the quantity as mentioned in the supply order to be issued by the purchasing agency within the time frame.

(Hereinafter referred as goods) out of the fresh stock to the 2nd party on the following terms and conditions: -

a. Terms and conditions:

1. 1st party **shall deliver and install** (in case of machinery) the stock at the premises and precincts of Saidu Medical College Saidu Sharif Swat. The specification, quality, quantity of goods shall be in conformity to **purchase order, which shall be made part of this agreement**. The first party shall include the ancillary services attached with goods.
2. The Goods supplied under this Contract **shall conform to the standards mentioned in the technical Specifications**, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
3. The Supplier may be required to provide **any or all the following services**, including additional services, if any, specified in contract:
 - i. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - ii. furnishing of tools required for assembly and / or maintenance of the supplied Goods;
 - iii. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - iv. performance or supervision or maintenance and/or repair of the supplied Goods, for a period indicated in purchase order, provided that this service shall not relieve the first party of any warranty obligations under this Contract; and
 - v. Training of the second party's personnel, at the first party's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
4. The firm will be liable to complete the supply within stipulated time limit i.e. **60 days for Lot No: 4 and 6 while 30 days for Lot No: 1, 2,3,5,7 and 8**, from the date of supply order.
5. The first party warrants that the Goods supplied under the Contract are **new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract**. The first party further warrants that **all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or materials is required by the second party specifications) or from any act or omission of the first party, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of second party**.
6. The second party shall promptly notify the first party in writing of any claims arising under this **warranty**.
7. The second party, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the first party, **may terminate this Contract in whole or in part**:
 - a. if the first party fails to deliver any or all the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the second party; or
 - b. if the first party fails to perform any other obligation(s) under the Contract.

- c. if the first party, in the judgment of the second party has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

8. In case the firm failed to complete the supply till due date a **penalty** as per detail below will be charged from the firm.

- a. Penalty @ 1% for late supply up to 15 days.
- b. Penalty @ 3% for late supply from 15 to 30 days.
- c. Penalty @ 7% for late supply from 30 to 60 days.

Once the maximum is reached i.e., 60 days, the second party may consider termination of the contract and forfeiting of security, any other legal action may take accordingly.

9. The 1st party shall be responsible for the **transportation and transportation charges**. The 1st party shall complete the supply and installation of goods within the stipulated period as mentioned in the supply order (imported items) from the date of execution of this agreement or as extended or reduce by the 2nd party. In case of failure of 1st party to supply the goods within the stipulated period, the 2nd party will be at liberty to make an alternate arrangement at the risk and cost of 1st party and the 1st party shall be liable to pay the entire cost/amount to the alternate supplier according to the demand of the 2nd party. In the event of commuting a default the 2nd party will be at liberty to take any Civil/Criminal action against the 1st party in accordance with law. A fine up to 10% of the purchase price shall also be inflicted against the first party.

10. The 1st party shall be responsible for any defect in goods or supply of goods. **The entire goods will be supplied free of defect and any charges and encumbrance of what so nature**. The 2nd party or its agent will be authorized at all reasonable times to view, check, and examine the conditions of the supplied goods.

11. Upon demand made by the 2nd party at any time or from time to time, to execute all such instruments, **deeds, or documents** which the 2nd party may in its sole discretion require, the 1st party will do the needful.

12. The 1st party will be responsible to furnish all such **information** as the 2nd party may at any time or from time to time may require relating to the position of goods and pecuniary liability of the 1st party or otherwise whatever.

13. The first party shall not, without the prior written consent of second party, **disclose** the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the second party in connection therewith, to any person other than a person employed by the first party in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

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

15. The **packing, marking, and documentation** within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract,

including additional requirements, if any, and in any subsequent instructions ordered by the second party.

16. The 2nd party will be **at liberty**, at all-time and shall have the right to return the goods, provided/delivered by the 1st party with regard to quality quantity, value or otherwise fitness for use. Notwithstanding any contained hereinabove, it is hereby agreed by both parties that the 2nd party at all times be at liberty and shall have the right to cancel or reduce the quantity, without assigning any reason.
17. The 1st party shall be bound under this agreement to provide the comprehensive warranty and services of equipment which must be 2 (two) years both with spare parts and services from the date of installation. The 1st party shall be bound to keep available the spare parts **for 4 years**.
18. The 1st party shall deposit an amount of **10%** of the purchase price as Performance guarantee, which will be refundable after expiry of the period of warranty/guaranty and services after necessary adjustments.
19. The first party shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of **Force Majeure**. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. If a **Force Majeure** situation arises, the first party shall promptly notify the second party in writing of such condition and the cause thereof. Unless otherwise directed by the second party in writing, the first party shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
20. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party **in writing** or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in contract.
21. A **notice** shall be effective when dispatched on the given address of the supplier in contract via above means.

22. **Mode of Payment**

Mode of payment will be DDP/FOR, **for** all items and payment to the supplier shall be made only after completion of the supply, installation, and inspection of the goods.

b. **Payment for equipment, Instrument & other hospital supplies Supplied under FOR:**

100% payment will be released to the manufacturers/importer after submission of the following Documents and only after completion of the supply, installation, and inspection of the goods.

Subject to the inspection report submitted by Inspection Committee to the purchaser.

- v. Delivery Challan
- vi. Invoice and copies
- vii. Income Tax Exemption Certificate, Sales Tax Invoice
- viii. **1% Stamp Duty Deduction Certificate**

23. The goods shall be always open to inspection during the **contractual period**. The inspection of good shall be carried out by a representative from purchase, legal, quality control, finance or end using department.
24. Besides the above conditions the 1st party shall be bound to fulfill the **defacing** if found at any time and for the purpose shall be ready to sign and execute fresh agreement if needed.
25. **All clauses of GCC and SCC of the relevant SBD** which are not contradictory to all the clauses of this agreement would be part of this contract agreement.

26. **Insurance**

The goods supplied under the contract shall be fully insured, in freely to manufacturer or acquisition, transportation, storage and delivery, in accordance with the applicable incoterms or in the manner specified in the SCC given in the SBD. Insurance Certificate including the Transport Insurance will be provided by the supplier.

27. The First Party shall inspect the subject equipment/goods on **quarterly basis** for its better performance and maintenance.

28. **Validity**

This contract agreement shall be valid for representative **5 years** w.e.f successful installation of the mentioned equipment/goods and the 1st Party shall be responsible to make available the spare parts of the equipment/goods for 4 years in the market as explained in clause 17.

29. Bidder is bound to arrange a training session within the country for technical staff of minimum four persons including two Engineers and two end-users.

30. **Settlement Of Disputes**

The rules of procedures for arbitration proceeding pursuant to **GCC Clause 9 of SBD** shall be as follows.

In the case of a dispute between the procuring Entity and a Contractor who is a national of the Procuring entity's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Procuring Entities country.

In the case of a dispute between the Procuring Entity and foreign Contractor, the dispute shall be settled by arbitration in accordance with the UNCITRAL (United Nations Commission on International Trade Law) and their decision will be final in all respect and the 1st party will not

be authorized to sue the 2nd party before any forum, court or tribunal anywhere.

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

31. After signing this contract, the 1st party, if found anywhere not fulfilling the requirements required for their supplied equipment/items; the procuring entity is authorized to take accordingly actions including blacklisting of such firms.
32. In case of fault/ problem the successful bidder will be responsible to inspect /repair laptop on site in this institution. In case of delivery to workshop it will be the responsibility of the bidder.
33. Bank guarantee CDR will be verified by this institute, in case finding of any fake CDR or bank guarantee strictly legal action will be taken.

First Party

M/S _____
Name: _____
NIC No: _____
Address: _____

Second Party

**Principal & Chief Executive
Saidu Medical College
Saidu Sharif Swat.**

Witness 1 of First Party

Name: _____
CNIC No. _____
Address: _____

Witness 2 of 2nd Party.

Name: _____
CNIC No. _____
Address: _____

HOW TO APPLY:

1. E-Bids, prepared in accordance to the instructions contained in the bidding documents along with bid security instrument, and required documents; must be submitted by using EPADS on or before Deadline for submission of Bid. Manual bids shall not be accepted. Electronic Bids will be opened on the same day.
2. The uploaded bid should be organized clearly and submitted as a complete and orderly set of documents.
3. All documents must follow the sequence prescribed in the evaluation criteria.
4. Pages in the uploaded files should be properly paginated.
5. Every page must carry the bidder's signature and stamp before being scanned and uploaded.
6. Brochures must match the exact model or item quoted.
7. All required documents listed in the bidding documents must be uploaded in EPADS.
8. Irrelevant or unnecessary documents should not be included.
9. Valid local performance certificates for the quoted product must be attached. Delivery challans will not be accepted as performance proof.
10. A compliance comparison sheet is encouraged to facilitate smooth technical evaluation.