

SAIDU GROUP OF TEACHING HOSPITALS, SWAT



REVISED BID SOLICITATION DOCUMENT (BSD) FOR THE TENDER OF THE REPAIR OF CANNON (TOSHIBA) CT- SCANNER MODEL ALEXION-4

&

PURCHASE OF BRAND-NEW X-RAY TUBE (CXB-750D) WITH COMPLETE ASSEMBLY FOR CANNON (TOSHIBA) CT-SCANNER MODEL AQUILLION-64


(For the Year 2023-2024)

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CHECK LIST:

S #	DETAIL	YES / NO	PAGE #
<i>KNOCK OUT CLAUSES</i>			
1.	Valid National ID Card (NADRA)		
2.	Company profile (Name, Address, Tel No)		
3.	Acceptance of terms and condition of tender documents duly signed and stamped		
4.	Minimum Three Years experience in the provision of radiology related supplying of services and goods to Government/ Autonomous Institutions or entities.		
5.	Record of last three years of Bank Statement, Audit Reports of the claimed experience.		
6.	An affidavit on stamp paper of Rs.100/- submitting that the firm is never blacklisted on any grounds whatsoever from Government / Autonomous institutions		
7.	Price should not be mentioned on technical bid, if mentioned, bid will be cancelled		
8.	Valid National Tax Number		
9.	Valid General Sale Tax certificate		
10.	Valid Professional Tax certificate if applicable		
11.	Fresh CDR / Bank Guarantee		
12.	Valid Authorization Letter & Spare Parts availability certificate from original manufacturer		
13.	Firm must have foreign trained Engineers from Original Manufacturer.		
14.	Valid KPRA Registration Certificate		
<i>GENERAL CLAUSES</i>			
15.	Supply orders/ work orders detail about the Purchase of radiology related goods and services over the last three years (minimum) from Government organization / Autonomous institutions and private organizations.		
16.	An affidavit on stamp paper of Rs.100/- that the bidder shall provide services for the Repair of Cannon (Toshiba) CT-Scanner Model Alexion-4 & Provision of Brand-New X-Ray Tube (CXB-750D) Complete Assembly for Cannon (Toshiba) CT-Scanner Model Aquillion-64 at Radiology Department, SGTH, Swat.		
17.	Detail of staff / profile of company		
18.	Price Reasonability certificate		

ADVERTISEMENT:

 INVITATION FOR BIDS (IFB) SAIDU GROUP OF TEACHING HOSPITAL, SWAT Under National Competitive Bidding (NCB), GALLOP Tender, Financial Year 2023-24		
<p>Office of the Medical Superintendent Saidu Group of Teaching Hospital, Swat invites sealed bids under National Competitive Bidding from reputed national manufactures / authorized agents/sole distributors of the following heads; Items etc, to meet the requirement of the hospital, through Single Stage-Two Envelope bidding procedure on both C&F and FOR Basis as per Rule 06 (2a) of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.</p>		
Sr	Name of Items	CDR as Security Deposit (Rs)
1	Repair of Canon (Toshiba) CT-Scanner Model Alexion-4	5% of the Submitted Bid Value
2	X-Ray Tube Complete Assembly for Canon (Toshiba) CT-Scanner Model Aquilion-64	5% of the Submitted Bid Value
<p>1. Bidding documents can be obtained from the Purchase & Procurement Department Saidu Group of Teaching Hospital, Swat, in personal / representatives during office hours before the tender opening. 2. Quotations must be typed & printed; on original company prescribing letter pad sealed & signed (Every Page) and the offered rates must be written both in figure & words (Hand writing tender would be rejected). 3. Tender opening will be held on 15-01-2024 in the Conference Room of Purchase Committee, at 11:00 am subjected to Pre-Bid meeting / Site Visit 10-15 days before bid opening, in the presence of those bidders or their authorized representatives, who choose to attend the bids opening process. 4. Bids shall be delivered at the address given below before 10:30 am 15-01-2024. 5. Any bids received late shall be rejected as per KPPRA rules (37-4). 6. All the firm's shall be registered with Khyber Pakhtunkhwa Revenue Authority (KPRA) where applicable. 7. Tender/bid will be opened by Purchase Committee SGTH Swat, in front of Firm / bidders in the conference room MS Office. 8. The firm must be on FBR Active Tax payer list. 9. The taxes will be deducted as per rules. 10. The firms must provide detail of NTN #, Sales Tax #, Income Tax # and professional Tax # & all other Taxes. 11. No conditional tender will be acceptable.</p>		
<p>Note:- The competent authority has the right to reject all bids under the rule 47 of the Khyber Pakhtunkhwa, Public Procurement Regulatory Authority (KPPRA) Procurement Rules 2014.</p>		
<p>Bid submission / Opening: Office of the Medical Superintendent Saidu Group of Teaching Hospitals, Swat Telephone. 0946-9240126-27 Fax No.0946-9240122</p>		
		<p>47 21 Medical Superintendent Saidu Teaching Hospital Swat</p>
<p>www.khyberpakhtunkhwa.gov.pk Our Faith Corrupts Free Bidding NFE 3046/2023</p>		
<p>AAJ PESH 21-12-2023</p>		

BID DATA SHEET:

ITB Ref	Description	Detail
N/A	Bid reference number	
N/A	Commencement of sale of Bidding Document	After one day of publishing of Advertisement in newspaper.
N/A	Last date of sale of Bidding Document	15/01/2024 (09:00 Am)
N/A	Last date and time for the receipt of bidding	15/01/2024 (10:30 Am)
N/A	Pre-bid meeting date, time and venue	05/01/2024 (10:00 Am)
N/A	Date, time, and venue of opening of technical Bids	15/01/2024 (11:00 Am) Office of The Medical Superintendent, Saidu Group of Teaching Hospitals, Swat
N/A	Bid currency	PKR and C&F
N/A	Language of bid	English
N/A	Amount of bid security	As per Advertisement
N/A	Bid validity period	90 Days
N/A	Bidding procedure	Single Stage Two Envelope procedure
N/A	Delivery time	<ul style="list-style-type: none"> i. For local item: 30 days ii. For imported item: 90 days
N/A	Address for communication: Saidu Group of Teaching Hospitals, Swat	

INSTRUCTIONS TO BIDDERS:

1. **Source of Funds:** The Government of Khyber Pakhtunkhwa has allocated funds for the Repair & Purchase of Brand-New CT Tube of CT scanner to Saidu Group of Teaching Hospitals, Swat. The hospital intends to fix the price / conclude the contract for the Repair of CT Scanner on Free Delivery to Hospital Administration's end basis directly to Saidu Group of Teaching Hospitals, Swat.
2. **Eligible bidders:** This Invitation for Bids is open to all having income tax/sale tax registered distributors/Service Providers for the services for the Repair of Cannon (Toshiba) CT-Scanner Model Alexion-4 & Provision of Brand-New X-Ray Tube Complete Assembly for Cannon (Toshiba) CT-Scanner Model Aquillion-64. The bidder shall also have to submit a copy of registration certificate and Memorandum of Association / Partnership deed registered with the Registrar of Companies in Pakistan. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.
3. **Eligible Services and Services:** All Services and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such Services and services. For this purpose, the term "**Services**" includes any Services that are the subject of this Invitation for Bids, and the term "**Services**" shall include related services such as transportation, insurance etc. The "**origin**" means the place where the Services are mined, grown, or produced, or the place from which the related services are supplied. Services are produced through manufacturing or processing, or substantial and major assembly of ingredients / components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
4. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency (SGTH, Swat) shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.

NOTE: List of required items with specifications is attached at the end of this document. THE BIDDING DOCUMENTS

5. Content of Bidding Documents

- a) The Services required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the invitation for bids, the bidding documents shall include: -
 - i. Instructions to bidders;
 - ii. General Conditions of Contract;
 - iii. Special Conditions of Contract;
 - iv. Schedule of Requirements;
 - v. Technical Specifications; and related Technical Evaluation Criteria
 - vi. Manufacturer's Authorization Form;
 - vii. Performance Guaranty Form;
 - viii. Warranty form
 - b) The "**Invitation for Bids**" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed above, the said Bidding Documents shall take precedence.
 - c) The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.
 - d) Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the bidder's risk and may result in the rejection of its bid.
6. **Clarification of Bidding Documents:** A prospective bidder requiring any clarification of the bidding documents may notify the Procuring Agency, in writing at the Procuring Agency's address, indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives no 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.

7. **Amendment of Bidding Documents:** 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 requested by a prospective bidder, may modify the bidding documents by amendment. All prospective bidders that have received the bidding documents shall be notified of the amendment in writing or by phone and shall be binding on them. To allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS:

8. **Language of Bid:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency 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 in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.
9. **Documents Comprising the Bid:** The bid shall comprise the following components:
- (a) Bid Form and Price Schedule completed in accordance with instruction to bidders (to be submitted along with financial proposal).
 - (b) Documentary evidence established in accordance with instruction to bidders that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted.
 - (c) Documentary evidence established in accordance with instruction to bidders that the Services to be supplied by the bidder are eligible Services and conform to the bidding documents; and
 - (d) Bid Security in the shape of Call Deposit (Fresh CDR) in the name of Medical Superintendent, Saidu Group of Teaching Hospitals, Swat, as per the advertisement equal to 5% of the total bid value for each category.

Note: Original Bid security must be submitted only with Financial Bid. Bid will be rejected if bid security (original) is submitted with Technical Bid, however, copy of the bid security shall be submitted with the Technical Bid not showing the amount.

10. Bid Form & Price Schedule:

The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents, indicating the Services to be supplied, a brief description of the Services, their strength, packing, quantity, and prices.

11. Bid Prices:

- a) The bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the Services, it proposes to supply under the Contract.
- b) Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration / Correction must be initialed. Every page is to be signed and stamped at the bottom. The serial number of the quoted item may be marked with red / yellow marker. The bidder should quote the prices of Services according to the technical specifications as provided in the Form of Price Schedule and Technical Specifications. The specifications of Services, different from the demand of bid enquiry, shall straightway be rejected.
- c) The bidder is required to offer a competitive price. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / Quoted price shall be considered as inclusive of all prevailing taxes / duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency. Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bidder.
- d) While tendering your quotation, the present trend / inflation in the rate of Services and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of Services and services shall be entertained.

12. **Bid currencies:** Prices shall be quoted in Pak Rupees and C&F.

13. Documents Establishing bidder's Eligibility and Qualification

- i. The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- ii. The documentary evidence of the bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the bidder, at the time of submission of its bid, is eligible as defined

under instruction to the bidders.

iii. The documentary evidence (to be submitted along with technical proposal) of the bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:

- (a) The Sole Agent / Importer shall have to produce letter of authorization from Manufacturer (Foreign Executive Director) and in case of Manufacturer, documentary proof including manufacturing license / registration certificate, to the effect that they are the original manufacturer of the required specifications of Services, shall be provided.
- (b) National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable) with documentary proof shall have to be provided by each bidder in the tender.
- (c) The bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
- (d) The bidder should have a minimum of **Three years relevant experience in the market**. Similarly, it is mandatory that the item to be quoted by the bidder / Manufacturer should have availability in the market minimum for the **last one year**. Documentary proof shall have to be provided in this regard.
- (e) The bidder is required to provide a certificate from manufacturer that they have technical support available from the Original Manufacturer for the relevant services of this high-tech equipment.
- (f) The bidder is required to provide a certificate from manufacturer that firm will provide Field Modification Instruction (FMI) / Software up-gradation as and when required / advised by the original manufacturer. There should be confirmation from Factory.
- (g) The bidder should have foreign trained engineers on CT-Scanner, documentary proof should have to be provided in this regard.
- (h) The bidder is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals.
- (i) The bidder must indicate the registration number, make of country of origin / Manufacturer of the Repair & Maintenance, capacity of production of the firm, its financial status, batch capacity, necessary assurance of quality production, GMP / CGMP, and list of qualified technical and Supervisory staff working in the firm or organization of service provider.
- (j) The bidder shall provide a list of plants, major machinery and equipment installed in the factory. In the case of imported items, the profile / credentials of the foreign Manufacturer in the respective foreign country shall be provided along with bid.

14. Documents establishing good's Eligibility and Conformity to the Bidding Documents:

- a) The bidder shall furnish along with Technical Proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all Services, which the bidder proposes to supply under the Contract.
- b) The documentary evidence of the eligibility of the Services shall consist of a statement in the Price Schedule of the country of origin of the Services offered which a certificate of origin issued by the Manufacturer shall confirm.

15. Bid Security price in the shape of Call Deposit (Fresh CDR) in the name of Medical Superintendent, Saidu Group of Teaching Hospitals, Swat from any schedule bank shall be furnished by the bidder **along with financial offer** as per the advertisement.

16. Bid Validity

- (a) Bids shall remain valid for the period of **Three (3) Months** after the date of opening of Technical Bid, prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- (b) The Procuring Agency 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 be for not more than the period equal to the period of the original bid validity, or as per KPPRA Rules.

(c) bidders who, -

- i. Agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- 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 (earnest money).

17. Format and Signing of Bid:

- a) The bidder shall prepare and submit its bid along with the original purchase receipt. The 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 all pages of the bid, except for un-amended printed literature.
- b) Any interlineations, erasures, or overwriting shall be valid only if they are initiated by the person or persons signing the bid.

SUBMISSION OF BIDS

18. Sealing and Marking of Bids:

Note: KPPRA Rule # 6 (2) b; "single stage, two envelops procedure". be the primary method for the submission of bids.

- a) The envelopes shall be marked as "**FINANCIAL PROPOSAL**" and "**TECHNICAL PROPOSAL**" in bold and legible letters to avoid confusion. The inner and outer envelopes shall be sealed and:
- b) Be addressed to the Procuring Agency at the address given in the Invitation for Bids and
- c) Bear the name and number indicated in the Invitation for Bids.
- d) The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as "non-responsive" or "late".
- e) If the outer as well as inner envelopes are not sealed and marked as required by instruction to bidders, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening and shall be rejected forth with.

19. Deadline for Submission of Bids:

Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instruction to bidders, not later than the time and date specified in the Invitation for Bids. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with instruction to bidders, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

20. **Late Bid:** Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the bidder.
21. **Withdrawal of Bids:** The bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instruction to bidders.

OPENING AND EVALUATION OF BIDS

22. Opening of Bids

- i. The Procuring Agency shall initially open only the envelope marked "**TECHNICAL PROPOSAL**" in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign the Attendance Sheet evidencing their attendance. However, the envelopemarked as "**FINANCIAL PROPOSAL**" if it is sealed shall be retained in the custody of Procuring Agency without being opened and till completion of the evaluation process.
- ii. The bidders' names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening,

except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later), the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

iii. The Procuring Agency shall prepare minutes of the bids opening (technical and financial).

23. **Clarification of Bids:** During evaluation of the bids, the Procuring Agency may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. **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 are 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 shall 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 and figures, the amount in words shall prevail.
- c) 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.
- d) Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Law, Taxes & Duties shall be deemed to be a material deviation for technical proposals. 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.
- e) 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.

25. **Evaluation & Comparison of Bids**

- a) The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.
- b) The Procuring Agency's evaluation of technical proposal / bid shall be on the basis of previous performances, previous test reports, inspection of plant/ factory / premises (if not previously conducted), previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be considered. However, the evaluation of the financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instruction to bidders.
- c) All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents.
- d) A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

26. **Evaluation Criteria:**

- a) For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, inspection of plant / factory / premises, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate shall be taken into consideration. The following merit point system for weighing evaluation factors/ criteria can be applied for the **TECHNICAL PROPOSALS**. The number of points allocated to each factor shall be specified in the Evaluation Report

TECHNICAL SPECIFICATIONS REQUIRED BY THE PROCURING ENTITY:

A. The Repair of Cannon (Toshiba) Ct-Scanner

- a. Model Alexion-4 (4-Slice)
- b. Make Cannon (Toshiba) Japan

&

B. Purchase of Brand-New X-Ray Tube (Cxb-750d) with Complete Assembly (Heat Exchanger)

- a. Quantity Required: 01 (One))
- b. Model Aquillion-64 (64-Slice)
- c. Make Cannon (Toshiba) Japan

Note: *If any other manufacturer/authorized agent/bidder providing the above-mentioned services and goods that are equivalent and are from USA, Europe, Japan shall be subjected to the provision of Compatibility Certificate (the parts provided shall be compatible with the machine) from the Original Manufacturer of the Machine, i.e., Cannon (Toshiba) Japan.*

TECHNICAL EVALUATION CRITERIA:

For the Repair of Cannon (Toshiba) CT-Scanner Model Alexion-4 & Provision of Brand-New X-Ray Tube Complete Assembly for Cannon (Toshiba) CT-Scanner Model Aquillion-64, SGTH, Swat.

S#	Parameters	Detail	Marks	Remarks												
	1. Equipment maintained	<p>Same Nature of</p> <p>Per equipment =05 marks</p> <p>Not Provided-----0 marks</p> <p>a) 1 provided -----05 marks.</p> <p>b) 2 provided-----10 marks.</p> <p>c) 3 provided-----15 marks.</p> <p>d) 4 provided-----20 marks.</p> <p>e) 5 provided-----25 marks</p>	25	The bidder shall submit relevant/ required repair and maintenance services and or supplying of goods in the form of documented evidence; copy of supply orders or works orders or contract agreement.												
	2. Bidder's Past Performance (Last one year) As per Bid Form 4	<p>Major institutions served:</p> <table border="1"> <tr> <td>i.</td> <td>No institution served</td> <td>0</td> </tr> <tr> <td>ii.</td> <td>1</td> <td>4</td> </tr> <tr> <td>iii.</td> <td>2 to 3</td> <td>6</td> </tr> <tr> <td>iv.</td> <td>4 to 5</td> <td>10</td> </tr> </table>	i.	No institution served	0	ii.	1	4	iii.	2 to 3	6	iv.	4 to 5	10	10	Institutions include Government departments and autonomous departments. Submit supply orders or works orders or contract agreement.
i.	No institution served	0														
ii.	1	4														
iii.	2 to 3	6														
iv.	4 to 5	10														
	3. Bidder's Market experience in quoted items	<table border="1"> <tr> <td>i.</td> <td>3-4 years</td> <td>5</td> </tr> <tr> <td>ii.</td> <td>5-6 year</td> <td>10</td> </tr> <tr> <td>iii.</td> <td>Above 6 years</td> <td>15</td> </tr> </table>	i.	3-4 years	5	ii.	5-6 year	10	iii.	Above 6 years	15	15	Bidders having less than three-years experiences are ineligible. Provide relevant evidence of the claimed experience			
i.	3-4 years	5														
ii.	5-6 year	10														
iii.	Above 6 years	15														
	4. Workshop Status	<table border="1"> <tr> <td>i.</td> <td>Located in Khyber Pakhtunkhwa</td> <td>10</td> </tr> <tr> <td>ii.</td> <td>Other Provinces</td> <td>5</td> </tr> <tr> <td>iii.</td> <td>Pan Pakistan (all provinces)</td> <td>15</td> </tr> </table>	i.	Located in Khyber Pakhtunkhwa	10	ii.	Other Provinces	5	iii.	Pan Pakistan (all provinces)	15	15	The bidder shall provide complete address, phone number, email address and rental records.			
i.	Located in Khyber Pakhtunkhwa	10														
ii.	Other Provinces	5														
iii.	Pan Pakistan (all provinces)	15														
	5. Technical Staff	<table border="1"> <tr> <td>i.</td> <td>Diploma Engineer</td> <td>3</td> </tr> <tr> <td>ii.</td> <td>Graduate Engineers (For High Tech) Critical Equipment)</td> <td>4</td> </tr> <tr> <td>iii.</td> <td>Foreign Training Certificate For graduated engineers.</td> <td>8</td> </tr> </table>	i.	Diploma Engineer	3	ii.	Graduate Engineers (For High Tech) Critical Equipment)	4	iii.	Foreign Training Certificate For graduated engineers.	8	15	The bidder shall provide Duly Attested certificates, Degrees, and other related documents for the claimed personnel.			
i.	Diploma Engineer	3														
ii.	Graduate Engineers (For High Tech) Critical Equipment)	4														
iii.	Foreign Training Certificate For graduated engineers.	8														
	6. Testing & Calibration Equipment	<table border="1"> <tr> <td>i.</td> <td>Spare Parts readily availability</td> <td>5</td> </tr> <tr> <td>ii.</td> <td>List of tools, testing equipment and calibration equipment relevant to the</td> <td>5</td> </tr> </table>	i.	Spare Parts readily availability	5	ii.	List of tools, testing equipment and calibration equipment relevant to the	5	10	The bidder shall provide inventory lists & list of tools, testing equipment and calibration equipment relevant to the product						
i.	Spare Parts readily availability	5														
ii.	List of tools, testing equipment and calibration equipment relevant to the	5														

		product			
7.	Quality Certification	i. Valid ISO-9001	5	10	Duly attested Copies of the required certificates shall be attached
		ii. Valid CE	5		

Total marks: 100

Total marks Obtained: _____

Qualifying marks 60%= 60 marks

FINANCIAL CRITERIA

Financial Criteria
The Contract will be awarded to the technically responsive and financially lowest bidder
The bidders achieving a minimum of 60 Marks (i.e., 60%) out of 100 Marks in the Technical Evaluation will be declared technically qualified. Financial bids of only technical qualified bidders will be opened publicly at the time to be announced by the procurement agency. The financial bids of technically disqualified bidders will be returned un-opened to the respective bidders.

SCHEDULE OF REQUIREMENT:

- i) 100% complete information according to the bid evaluation criteria provided by the firm will get maximum marks. **THE INFORMATION PROVIDED BY THE FIRM SHOULD BE RELEVANT, CONCISE AND TO THE POINT AS PER BID EVALUATION CRITERIA, UN NECESSARY DOCUMENTATION WILL HAVE A NEGATIVE IMPACT.**
 - ii) After technical evaluation is completed, the Procuring Agency shall inform the bidders who have submitted proposals the technical scores obtained by their technical proposal and shall notify those bidders whose proposal did not meet the minimum qualifying mark which is **60%** or were considered nonresponsive, that their financial proposals shall be returned unopened after completing the selection process. The Procuring Agency shall simultaneously notify in writing bidders that have secured the minimum qualifying marks, the date, time and location for opening the financial proposals. Bidders' attendance at the opening of financial proposals is optional.
 - iii) Financial proposals shall be opened publicly in the presence of the bidders or their representatives who choose to attend. The name of the bidders and the technical score of the bidder shall be read aloud for the declaration of technical qualification of a bidder only. The financial proposal of the bidders who met the minimum qualifying marks shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall then be opened, and the quoted price read aloud and recorded.
1. **Contacting the Procuring Agency:** No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing. 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 Tender evaluation is strictly prohibited. Any infringement shall lead to disqualification in addition to any other penalty Procuring Agency may in its discretion impose.
 2. **Qualification & disqualification of bidders:** The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by firm was false and materially inaccurate or incomplete.
 3. **Rejection of Bids:**
 1. The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
 2. The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals but shall not be required to justify those grounds.
 3. The procuring agency shall incur no liability, solely by virtue of its invoking sub-rule (1) towards the bidders.
 4. The bidders shall be promptly informed about the rejection of the bids, if any.
 5. A procuring agency may, for reasons to be recorded in writing, restart bidding process from any prior stage if it is possible without violating any principle of procurement contained in rule 4 and shall immediately communicate the decision to the bidders.
 4. **Re-Bidding:** If the Procuring Agency rejected all bids, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement under the KPPRA Rules-2014 The Procuring Agency before invitation for re- bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for

bidders, as it may deem necessary.

- 5. Announcement of Evaluation Report:** The Procuring Agency shall declare the results of bid evaluation prior to the award of procurement contract.

AWARD OF CONTRACT

6. Acceptance of Bid and Award criteria

The bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulations, or policy of the Provincial Government, shall be awarded the Contract, within the original or extended period of bid validity.

7. Procuring Agency's right to vary quantities at time of award.

The Procuring Agency reserves the right at the time of Contract's award to increase or decrease, the quantity of Services originally specified in the Price schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

8. Limitations on negotiations

- a. Negotiations may not relate to the price or substance of tenders or proposals specified by the bidder in his tender, but only to minor technical, Contractual or logistical details.
- b. As guidance only, negotiations may normally relate to the following areas:
 - i. Minor alterations to technical details, such as the terms of reference, the scope of work, the specification or drawings;
 - ii. Minor amendments to the Special Conditions of Contract;
 - iii. Finalizing the payment arrangements;
 - iv. Mobilization arrangements;
 - v. Agreeing final delivery or completion schedules to accommodate any changes required by the procuring agency;
 - vi. The proposed methodology or staffing;
 - vii. Inputs required from the procuring agency;
 - viii. Clarifying details that were not apparent or could not be finalized at the time of bidding;
 - ix. The bidder's tax liability in Pakistan, if the bidder is a foreign company.
 - x. Negotiations shall not be used to:
 - xi. Substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the Services;
 - xii. Substantially alter the terms and conditions of Contract;
 - xiii. Reduce unit rates or reimbursable costs, provided that in case of exceptional circumstances like exorbitant rate, rates higher than prevailing market rates, negotiation may be adopted;
 - xiv. Reduce work inputs solely to meet the budget; or
 - xv. Substantially alter anything which formed a crucial or deciding factor in the evaluation of the Tenders or proposals.

9. Notification of Award

- i. Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful bidder in writing by registered letter, to be confirmed in writing by registered letter, that its bid has been accepted.
- ii. The notification of award shall constitute the formation of the Contract.

10. Signing of Contract

- i. At the same time as the Procuring Agency notifies the successful bidder that its bid has been accepted, the Procuring Agency shall send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.
- ii. Both the successful bidder and the Procuring Agency shall sign with date the Contract on the legal stamp paper. Thereafter, the Procuring Agency shall issue Contract. If the successful bidder, after completion of all Contract Formalities shows inability to sign the Contract then the firm shall be blacklisted minimum for two years. In such situation, the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.

11. Performance Guaranty/ Security

- i. On the date of signing of Contract, the successful bidder shall furnish the Performance Guaranty / Security in accordance with the Conditions of Contract, in the Performance Guaranty / Security Form provided in the bidding documents.
- ii. Failure of the successful bidder to comply with the requirement of instructions to the bidders shall constitute sufficient grounds for the annulment/termination of the award and forfeiture of the bid Security, in which event the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.

12. Corrupt or Fraudulent Practices

- (a) The Procuring Agency requires that the Procuring Agency as well as bidders/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency defines, for the purposes of this provision, the terms set forth below as follows:
 - i. **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
 - ii. **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the 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 free and open competition.
- (b) Shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.
- (c) Shall declare a firm ineligible, either indefinitely or for a stated period, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Contract; onus of proof will be on the firm.

GENERAL CONDITIONS OF CONTRACT:

- 1) **Definitions:** In this Contract, the following terms shall be interpreted as indicated against each.
 - a) **“The Contract”** means the agreement between the Procuring Agency and the Service Provider, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - b) **“The Contract Price”** means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
 - c) **“The Services”** means Repair and Maintenance of CT scanners.
 - d) **“The Services”** means those services ancillary to the supply of Services, such as repair and maintenance of CT scanners.
 - e) **“The Procuring Agency”** means the SGTH, Swat.
 - f) **“The Service Provider”** means the individual or firm supplying the Services under this Contract.
 - g) **Application:** These General Conditions shall apply to the extent that they are not inconsistent / superseded by provisions of other parts of the Contract
- 2) **Country of Origin:** All Services and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such Services and services. For the purposes of this clause, “origin” means the place where the Services are produced through manufacturing or processing, or the place from which the related services are supplied.
- 3) **Standards:** The Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
- 4) **Use of Contract Documents and Information**
 - a) The Service Provider shall not disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract.
 - b) The Service Provider shall not, without the Procuring Agency’s prior written consent, make use of any document or information enumerated in condition of contract except for purposes of performing the Contract.
 - c) Any document, other than the Contract itself, enumerated in condition of contract shall remain the property of the Procuring Agency and shall be returned if so required by the Procuring Agency.
 - d) The Service Provider shall permit the Procuring Agency to inspect the Service Provider’s accounts and records relating to the performance of the Service Provider.
- 5) **Patent Rights:** The Service Provider shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Services or any part thereof in the country.
- 6) **Submission of Samples:** The Service Provider shall provide **samples (free of cost)** of the product to procuring agency according to the specs.
- 7) **Ensuring intimation of storage arrangements:** To ensure storage arrangements for the intended supplies, the Service Provider shall inform the Hospital Administration one week in advance.
- 8) **Inspections and Test / Analysis**
 - a. The Procuring Agency or its representative shall have the right to inspect and/or to test the Services to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.
 - b. For the purpose of inspections and tests of Repair & Maintenance, the Service Provider shall inform the Medical Superintendent, Saidu Group of Teaching *Hospitals*, Swat at least 15 working days in advance when all or any specific consignment / installment of Services is manufactured and ready for inspection. The inspection team from Medical Superintendent, Saidu Group of Teaching Hospitals, Swat shall inspect the quantity, specifications of Services. The Service Provider shall furnish all reasonable facilities and assistance including

access to drawings and production data to the inspectors at no charge to the Procuring Agency. However, if the Service Provider proves an undue delay in conduct of inspection on the part of Procuring Agency, the Service Provider shall not be liable for penalty on account of that delay. The cost of such lab tests shall be borne by the Manufacturer / Service Provider.

- c. The Procuring Agency's right to inspect, test and, where necessary, reject the Services after the Services either at Service Provider's premises or upon arrival at Hospital Administration's destinations shall in no way be limited or waived by reason of the Services having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Services shipment from the manufacturing point.
- d. Procuring Agency or its representative shall have the right to inspect and /or to test the Services to confirm their conformity to the specifications of the contract at no extra cost to the Procuring Agency.
- e. The inspection committee constituted by the Hospital Administration shall inspect the quantity, specifications of Services. The cost of the lab tests shall be borne by the Service Provider.
- f. The Service Provider will be responsible for free replacement of stocks if the same is not found to be of the same specifications as required in the Invitation of Bids / Substandard / Spurious / Misbranded / Expired. Moreover, it will replace the unconsumed expired stores without any further charges.
- g. The Procuring Agency's right to inspect test and, where necessary, reject the Services after the arrival at Procuring Agency's destinations shall in no way be limited or waived by reason of the Services having previously been inspected, tested, and passed by the Procuring Agency or its representative.
- h. Nothing in General Conditions of Contract shall in any way release the Service Provider from any warranty or other obligations under this Contract.

9) **Physical examination of Repair & Maintenance of CT scanners**

- a) The Inspection committee constituted by the Hospital Administration shall carry out the physical examination after receipt of supplies for checking quality/ quantity of the Services supplied.
- b) If the Services supplied are found during physical examination / inspection to be against the required specifications, approved samples, etc., even if it is of standard quality, the Procuring Agency may reject the Services, and the Service Provider shall either replace the rejected Services or arrange alterations necessary for rectification of observation, to meet the required specifications free of cost. Replacement in lieu of the rejected supplies must be completed within **20** days from the date of communication of decision to the Manufacturer / Service Provider by the Concerned Authority. In case after replacement or alteration, the Inspection Committee again declare the item as of against the required specifications, the supply would completely be rejected, and the proportionate amount of performance security of the concerned installment would be forfeited to the government account and the firm shall be blacklisted minimum for one year. However, if the entire supplies/ installments are declared as of against the required specifications, the entire performance security shall be forfeited, and the firm shall be blacklisted minimum for two years; onus of proof of innocence shall be on the Service Provider.

10) **Delivery and Documents:** The Service Provider in accordance with the terms specified in the Bidding Documents shall make delivery of the Services. The details of documents to be furnished by the Service Provider are specified in Special Conditions of the Contract.

11) **Insurance:** The Services supplied under the Contract shall be delivered duty paid.

12) **Transportation:** The Service Provider shall arrange such transportation / cold chain maintenance of the Services as is required to prevent their damage or deterioration during transit to their destination. The Services shall be delivered in Saidu Group of Teaching Hospitals, Swat on the risk and cost of the Service Provider. All taxes shall be borne by the Service Provider. Transportation including loading / unloading of Services shall be arranged and paid for by the Service Provider.

13) **Incidental Services:** The Service Provider shall be required to provide the incidental services as specified in Special Conditions of the Contract and the cost of which should be included in the total bid price.

- 14) **Payment:** The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in Special Conditions of the Contract. The currency of payment is Pak. Rupees and C&F.
- 15) **Prices:** Prices charged by the Service Provider for Services delivered under the Contract shall not vary from the prices quoted by the Service Provider in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.
- 16) **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the Parties.
- 17) **Subcontracts:** The Service Provider shall not be allowed to sublet the job and award subcontracts under this Contract.
- 18) **Delays in the Service Provider's Performance:** Delivery of the Services shall be made by the Service Provider in accordance with the time schedule prescribed by the Procuring Agency. If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely delivery of the Services, the Service Provider shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). The Procuring Agency may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Procuring Agency by amendment of Contract. A delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
- 19) **Penalties/liquidated Damages:** In case of late delivery beyond the presented period, penalty as specified in Special Conditions of Contract shall be imposed upon the Service Provider. The above Late Delivery (LD) is subject to General Conditions of Contract including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract. In case of supply of substandard product, the destruction cost will be borne by the firm i.e., burning, Dumping, Incineration. If the firms provide substandard item and fail to provide the item as per specification laid down in the Technical Specification Form / Tender Enquiry, the procuring agency shall be entitled to make other arrangement at the risk / expense of the Contractor / Service Provider Firm, the price difference shall be paid by the Firm.
- 20) **Termination for Default:** The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate the Contract in whole or in part, if the Service Provider fails to deliver any or all installments of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency; or if the Service Provider fails to perform any other obligation(s) under the Contract and if the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 21) **Force Majeure:** Notwithstanding the provisions of general conditions of contract, the Service Provider shall not be liable for forfeiture of its Performance Guaranty/ bid Security, or termination/blacklisting 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 the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Service Provider and not involving the Service Provider'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 Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargos. If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of MTI Administration, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of Contract under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Service Provider 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.
- 22) **Termination for Insolvency** the Procuring Agency may at any time terminate the Contract by giving written notice of one month time to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Service Provider, 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.

- 23) **Arbitration and Resolution of Disputes:** The Procuring Agency and the Service Provider 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. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Service Provider 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. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Medical Superintendent, Saidu Group of Teaching Hospitals, Swat or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.
- 24) **Governing Language:** The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.
- 25) **Applicable Law:** This contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
- 26) **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 confirmed to other party's address specified in Special Conditions of Contract.
 - b. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

SPECIAL CONDITIONS OF CONTRACT:

1. **Definitions** In this Contract, the following terms shall be interpreted as indicated against each.
 - a) “**The Contract**” means the agreement between the Procuring Agency and the Service Provider, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - b) The **Service Provider**: is the individual or firm supplying the Services/ goods under this contract.
2. **Bid Security.** Price in the shape of Call Deposit (CDR) in the name of Medical Superintendent, Saidu Group of Teaching Hospitals, Swat to be submitted **with financial bid**.
3. **Performance Guaranty/ Security:** as per advertisement.
4. **Inspection and Tests:** Inspection of Repair & Maintenance of CT scanners and Purchase of X-ray Tube for the CT-Scanner at final acceptance shall be in accordance with the conditions of contract. After delivery Saidu Group of Teaching Hospitals, Swat, the Services/ goods shall be inspected /examined by the Inspection Committee, Saidu Group of Teaching Hospitals, Swat to physically check the Services/ goods in accordance with the approved terms / conditions of the Contract. The Committee shall submit its inspection report to Procuring Agency along with invoice / bills / delivery Challan. In case of any deficiency pointed out by the Inspection Committee in the delivered Services/ goods, the Service Provider shall be bound to rectify it free of cost.
5. **Delivery and documents:** The Service Provider shall provide the following documents at the time of delivery of Services/ goods to Hospital Administration’s end for verification and onward submission to the quarter concerned, duly completed in all respect for payment.
 - i) Original copies of Delivery Note / Challan (in duplicate) showing name of destination to which delivery is to be made, item’s description, batch No(s), Registration No, manufacturing and expiry date and quantity.
 - ii) Original copies of the Service Provider’s invoices (in duplicate) showing warranty, name of Procuring Agency /Destination to which delivery is to be made, item’s description (as per the attached specs sheet), Batch No, Registration No, manufacturing and expiry date, quantity, per unit cost, and total amount.
 - iii) Original copies of the Sales Tax Invoices (where applicable) in duplicate showing name of destination to which delivery is to be made, item’s description, quantity, per unit cost (without GST), amount of GST and total amount inclusive of all taxes.
6. **Insurance** The Services/ goods supplied under the Contract shall be delivered duty paid, under which the risk is transferred to the Procuring Agency after having been delivered; hence insurance coverage is Service Provider’s responsibility therefore, they may arrange appropriate coverage.

7. Incidental Services

The following incidental services shall be provided and the cost of which should include in the total bid price.

- A. The bidder shall Repair & Provide brand new CT Tube of CT Scanner as per tender requirement.
- B. If the Service Provider / bidder charged the prices of incidental services separately in the financial bid and not included in the Contract price of Services, the same shall be included prior to comparison of rates with the other bidders.

8. Payment

- A. The Payment shall be in Pak Rupees and C&F basis as per KPPRA Rules.
- B. The payment shall be made to the Service Provider on receipt of delivery Challan(s), Service report and invoice(s) including those of Sales Tax on Service / GST (if applicable) in duplicate duly completed in all respect and signed & stamped by the End-User / signed and stamped by Hospital Administration, with reports to the effect that the services provided conform to signed service contract requirements.

9. Penalties/ Liquidated Damages

In case where the deliveries as per contract and are not completed within the time frame specified in the schedule of requirement or as per KPPRA Rules, the Contract to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. No supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non-delivered portion of supplies of

relevant item shall be forfeited and the firm shall be blacklisted minimum for a period of two years. If the firm fails to supply the whole installments/ services/ goods, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for a period of three years. Burden of proof of innocence shall be on the Service Provider.

10. Arbitration and Resolution of Disputes: In case of any dispute, concerning the interpretation and / or application of this Contract shall be settled through arbitration. The Medical Superintendent Saidu Group of Teaching Hospitals, Swat or his nominee shall act as sole *ARBITRATOR*. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

11. Governing Language: The language of this Contract shall be in English.

12. Applicable Law: This Contract shall be governed by the laws of Pakistan and the courts of Swat shall have exclusive jurisdiction.

13. Scope of work

Note: *To be noted that one bidder can apply for both tender categories and any single category which shall be declared in the SBDs in both the financial as well as technical proposal.*

A. For the Repair of Cannon Toshiba CT-Scanner Machine Model Alexion-4:

- a) The Service provider will provide services during office hours defined as the hours of 09:00 A.M. to 05:00 P.M. Monday – Friday, except gazette Holidays.
- b) The Service Provider will repair the machine as per requirement and provide and install the Required goods and all other equipment in functional condition.
- c) In case of any damage during the installation or repair of the Machine or any other connected parts, or any other part of the CT-scanner and all other equipment, it will be the sole responsibility of the Service Provider to replace it.
- d) No modification in model will be allowed.
- e) The contract for the delivery of the required services and goods includes machines and accessories.
- f) The dysfunction parts will be functionalized by the service provider at his own cost. Defective parts replaced will be absolute property of the Procuring Entity (SGTH Swat).
- g) In the event of completion/termination of the contract for the delivery of the required services and goods the firm will be bound to provide the Machine and all other parts in functional condition.
- h) The Repair of CT-SCANNER MODEL ALEXION-4 Services shall be subject to such a warranty period as a test period of not less than two weeks or as per mutual understanding per contract agreement.
- i) The Repair Services shall be performed in the presence of the hospital nominated end-users and biomedical engineering staff of the SGTH Swat.
- j) All parts duly functioning will be maintained in genuine condition and no part of other brand/Model will be used in the machine or otherwise compatibility certificate from the original manufacturer of the concerned machine (Cannon-Toshiba) shall be provided.
- k) Defects or errors made during the Provision of the Required Repair Services of the machine machines respectively shall be the responsibility of the Firm to rectify at his/their own cost.
- l) The Firm will be bound to provide/ install brand new parts-if need replacement-as quoted per their SBDs, and to be furnished with documented proofs.
- m) The Service Provider shall not sell or transfer any proprietary right or entrust to any other third party for repair services of the CT scan facility.
- n) After completion of the contract of services of repair of the machine the machines will be handed over to Hospital administration in working condition.

B. For the Purchase of Brand-New X-Ray Tube (CXB-750D) Cannon Toshiba CT-Scanner Machine Model Aquilion-64:

- o) The tube shall be Brand new, with proof of documentation.
- p) The installation of the tube will be the responsibility of the successful bidder, provided that no charges will be claimed separately for the installation.

- q) No modification in the model will be allowed.
- r) The installation of the CT- tube shall be performed in the presence of the hospital nominated end-users and biomedical engineering staff of the SGTH Swat.
- s) The Standard warranty of the X-Ray tube with complete assembly for the CT-Scanner Machine will not be less than one year and will be considered after the installation of the X-Ray tube with complete assembly whenever required by the Radiology Department. However, warranty claimed for more than the aforementioned time will be appreciated in the best public interest.
- t) Defects or errors made during the installation of the Required Tube & complete assembly shall be the responsibility of the Firm to rectify at his/their own cost.
- u) The Service Provider shall not sell or transfer any proprietary right or entrust to any other third party for the supply of goods of the CT scan facility.
- v) After completion of the contract of services of repair and supply and installation of the Tube the machines will be handed over to Hospital administration in working condition.

14. Compliance with Minimum Wages Act and other Statutory Requirements.

The Service Provider shall comply with all the provisions of the Minimum Wages Act and other applicable labor laws. The bidder shall also comply with all other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources used by the Service Provider for providing the services, biomedical waste management, biosafety, occupational and environmental safety.

15. Schedule of Pre-Bid Meeting/ Site/ Machine Visit:

The Pre-bid meeting will be held on Friday, January 5, 2024, whereby the draft SBD will be discussed (10:00AM -11:00 AM) and Site/ Machine Visit (11:00 AM to 12:30PM) in the presence of the Hospital Designated Administration, Representative/ Engineer of the firm having the Annual Contract for the Maintenance of CT-Scanner Aquilian (64-Slice), and End User.

16. Income Tax Deduction at Source

Income tax deduction at source shall be made at the prescribed rates from the Service Provider's invoices / bills.

17. Payment Terms

- a. The Procuring Entity Head and Account Section will verify the invoices and certificate of performance will be provided by the in-charge CT Center of Saidu Group of Teaching Hospitals, Swat.
- b. For C&F the firm will provide the necessary documents for LC opening.
- c. Penalties would apply as per the BSD.
- d. All deductions will be made as per the rules.
- e. The crossed cheque of payee's accounts only will be issued in the name of firm.
- f. Proper acknowledgement will be provided by service provider for receiving of cheques.

18. NOTICES: Procuring Agency's address for notice purposes shall be the; Medical Superintendent, Saidu Group of Teaching Hospitals, Swat.

Note: All assessments and procuring procedures i.e., receiving, opening and awarding etc. shall be governed by the KPPRA Rules, 2014.

PERFORMANCE GUARANTY/ SECURITY FORM (CDR):

To: [Medical Superintendent, Saidu Group of Teaching Hospitals, Swat]

Whereas *M/S* _____ (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. _____ dated _____ to Repair & Maintenance of CT scanners (hereinafter called “the Contract”). And whereas, it has been stipulated by you in the said Contract that the Service Provider shall furnish you CDR, issued by a scheduled bank for the sum of **5%** of the total Contract amount as a Security for compliance with the Service Provider’s performance obligations in accordance with the Contract.

Name of the bidder _____ Father, s Name _____

Address of bidder / Firm _____ NIC # _____

Designation. _____ Signature _____

Stamp _____

AUTHORIZATION FORM:

To: *[name of Purchaser]*

WHEREAS *[name of the Firm/Manufacturer]* who are established and reputable Manufacturers of *[name and/or description of the Services]* having factories at *[address of factory]* do hereby authorize *[name and address of Service Provider/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against No. *[Reference of the Invitation to Bid]* for the Services manufactured by us. We hereby extend our full guarantee and warranty as per Clause 13 of the Special Conditions of Contract for the Services offered for supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer/firm]

Note: *This letter of authority should be on the letterhead of the Manufacturer/firm or organization 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.*

CONTRACT FORM:

THIS CONTRACT is made at -----on----- day of----- 2024, between the Medical Superintendent, Saidu Group of Teaching Hospitals, Swat (hereinafter referred to as the “Procuring Agency, Procuring Entity”) of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the “Service Provider, Firm”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Procuring Agency invited bids for procurement of Services/ goods, in pursuance where of M/s (*firm name*) being the Manufacturer/ Sole Agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Service Provider for the supply of (*item name*) cost per unit,

NOW THIS CONTRACT WITNESSES AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General/ Special Conditions of this Contract hereinafter referred to as “Contract”:
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -
 - a) *Price Schedule submitted by the bidder,*
 - b) *Technical Specifications.*
 - c) *General Conditions of Contract.*
 - d) *Special Conditions of Contract; and*
 - e) *Procuring Agency’s Award of contract; and*
 - f) *Contract*
3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to provide the Services and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of the Services and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. [*The Service Provider*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Saidu Group of Teaching Hospitals, Swat or any administrative subdivision or agency thereof or any other entity owned or controlled by it through any corrupt business practice.
6. Without limiting the generality of the foregoing, [*the Service Provider*] represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Saidu Group of Teaching Hospitals, Swat, except that which has been expressly declared pursuant hereto.
7. [*The Service Provider*] certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Saidu Group of Teaching Hospitals, Swat and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

8. *[The Service Provider]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be voidable at the option of Procuring Agency.
9. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Service Provider]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Service Provider]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.
10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. Medical Superintendent, Saidu Group of Teaching Hospitals, Swat or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.
11. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
12. If the firms provide substandard item and fail to provide the item as per specification laid down in the Technical Specification Form / Tender Enquiry, the procuring agency shall be entitled to make other arrangement at the risk / expense of the Contractor / Service Provider Firm, the price difference shall be paid by the Firm.
13. In case of supply of substandard product, the destruction cost will be borne by the firm i.e., burning, Dumping, Incineration
14. Partial supply shall not be accepted.
15. Quality/quantity of CT scanner will be checked by the concerned hospital through inspection committee notified by the concerned Executive Directors.
16. The supply shall not be accepted if found substandard. The service provider shall be bound to replace the substandard stores immediately.
17. Service provider shall ensure timely, continuous / uninterrupted supply of Repair & Maintenance of CT scanner to the end users as per demand throughout the contract period.
18. The service provider shall have to supply such quantity as ordered.
19. The service provider shall provide free delivery of **Repair & supply of CT Tube of CT scanner** to Hospital Administration at the concerned hospital store.
20. If the rates charged by the service provider are found higher than the market rates the extra money charged shall have to be refunded by the service provider.
21. Payment will be made by the end users as per rules after completion of all codal formalities.
22. In case of breach of terms & conditions of contract agreement security of the service provider shall be forfeited.
23. The service provider will be responsible to refund any excess amount paid due to any error in calculation or mistake in evaluating the offer.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____(the place) and shall enter into force on the day, month and year first above mentioned.

NAME _____
FATHER'S NAME _____

DESIGNATION _____

ADDRESS _____ NIC # _____

SIGNATURE & STAMP _____

Medical Superintendent, Saidu Group of Teaching Hospitals, Swat

BID FORM:

Date: _____

No. _____

To: _____ [SGTH, Saidu Sharif, Swat]

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the supply and deliver the Services specified in and in conformity with the said Bidding Documents for the sum of [Total Bid Amount _____], [Bid Amount in words _____] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements. If our bid is accepted, we shall furnish performance guarantee / security in the shape of call deposit (CDR) / Bank Guarantee equivalent to 5% of the total contract amount. The CDR / Bank Guarantee shall be in the Name of Medical Superintendent, Saidu Group of Teaching Hospitals, Swat. We agree to abide by this bid for a period of **03 months** from the date fixed for bid opening under instruction to the bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that the Procuring Agency is not bound to accept the lowest or any bid, Procuring Agency may receive.

Name and address of agent ----- Amount----- (If none, state “none”).”

Dated this _____ day of _____ 20_.

Signature (in the capacity of) duly authorized to sign bid for and on behalf of. Attachment

PRICE SCHEDULE FORM:**To****The Medical Superintendent****SGTH, Swat****Subject: Financial proposal for the Repair of Cannon (Toshiba) CT-Scanner Model Alexion-4 & Or****Provision of Brand-New X-Ray Tube Complete Assembly for Cannon (Toshiba) CT-Scanner Model Aquillion-64**

S. No.	Item Description	Total Quoted Charges in PKR	Total Quoted Charges in C&F
1)	Repair of Cannon (Toshiba) CT-Scanner Model Alexion-4	Figures: _____ Words: _____	Figures: _____ Words: _____
2)	Provision of Brand-New X-Ray Tube Complete Assembly for Cannon (Toshiba) CT-Scanner Model Aquillion-64	Figures: _____ Words: _____	Figures: _____ Words: _____

Note: The Rates will be quoted in computerized printed form in both figures and words and shall include all applicable taxes. The contract will be awarded to the successful and lowest bidder.

Sign and Stamp of CEO/Bidder: _____**Dated: _____****Note:** In case of discrepancy between unit price and total, the unit price shall prevail.