



**Lady Reading Hospital (LRH)**  
Medical Teaching Institution (MTI)  
Peshawar  
Contact No: 091-9211927

**BID SOLICITATION DOCUMENTS**  
**For**  
**Maintenance & Deployment of Fiber Network 2024-2025**  
**After Prebid**

**Note:** The prospective bidder is expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, 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.

Assistant Manager Material Management  
LRH/MTI Peshawar

AD Legal  
LRH/MTI Peshawar

Network Administrator  
LRH/MTI Peshawar

Manager Operations MIS  
LRH/MTI Peshawar

Deputy Director IT  
LRH/MTI Peshawar

Nursing Director  
LRH/MTI Peshawar

Director Finance  
LRH/MTI Peshawar

Associate Hospital Director  
LRH/MTI Peshawar

Medical Director  
LRH-MTI Peshawar

Hospital Director  
LRH/MTI Peshawar

## TABLE OF CONTENTS

<b>S #</b>	<b>Contents</b>	<b>Page #</b>
1.	Introduction	03
2.	Instruction to Bidders	03
3.	General Conditions	04
4.	Invitation for Bids	05
5.	Bid Security	05
6.	Bid Validity	05
7.	Blacklisting of Defaulted Bidder/Contractor	06
8.	Statement of Requirement with Specification	07-08
9.	Special Condition of Contract	08
10.	Evaluation Criteria	09-10
11.	Redressing of Grievances	14
12.	Award of Contract	14
13.	Payment	14
14.	Sub-Letting Contract	14
15.	Contract Agreement Draft	13-16

## 1. INTRODUCTION:

Lady Reading Hospital-Medical Teaching Institution (LRH-MTI) Peshawar invites item-wise sealed bids from the Manufacturer/Authorized Dealers for procurement of “**Maintenance & Deployment of Fiber Network 2024-2025**” for Hospital Open Competitive Bidding under rule 6(2) (b) “**Single Stage Two Envelope**” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

## 2. INSTRUCTIONS TO BIDDERS:

1. This Bidding procedure will be conducted in light of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Laws, Rules made there under along with Standard Bidding Documents.
2. Both Technical Bids and Financial Bids must be submitted in two separate sealed inner envelopes marked “1-Technical Bids” and “2-Financial Bids” which should be packed in one outer envelope.
3. The technical bids will be opened on **09/05/2024** at **11:30 AM** in presence of the bidders/representatives who choose to attend while the financial bids will be opened later on after the evaluation of technical bids. Financial bids of only technically qualified responsive bidders will be opened while the financial bids of technically unqualified bidders will be returned unopened.
4. An affidavit is mandatory, without indicating the figure in the Technical Bid that bid security is placed in the financial bid. Duly attested by notary public.
5. Pre-bid meeting with the interested bidders was held on **25 /04/2024** at **11:00 AM** hrs in MMD Office of the Institution.
6. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
7. All the bidders are required to provide annexure wise complete requisite documents with page marking for their Technical Evaluation / Qualification as prescribed under the rules.
8. The bid should be complete in all respect and must be signed by the bidder.
9. All prices should quote in Pak rupees PKR & CNF and should include all taxes applicable by Govt. (at any stage of tender process/till the validity of rates). If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes.
10. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
11. For any query, clarification regarding Services / Bid Solicitation Documents, the applicants may send a written request at least one day prior to the opening date.
12. The Bidder may after its submission withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.
13. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:

- a. Received without earnest money;
  - b. It is received after the date and time fixed for its receipt;
  - c. The tender document and the bid is unsigned;
  - d. The offer is ambiguous;
  - e. The offer is conditional i.e. advance payment, or currency fluctuations etc.
  - f. The offer is from blacklisted firm in any Federal / Provincial Govt. Dept.:
  - g. Only typed tender on original prescribing letter pad, sealed & signed (Every Page) should be submitted, the quoted Price must be preprinted and hand written quoted price will not be acceptable. The tenders must be according to hospital specification; alternate rates will not be acceptable
14. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.
  15. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
  16. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
  17. In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.
  18. Any direct or indirect effort by a bidding firm to influence this institution during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the LRH-MTI Peshawar's future bids.
  19. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
  20. Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014.

### **3. GENERAL CONDITIONS: -**

1. LRH-MTI Peshawar shall evaluate the proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
2. Alternative bid shall not be considered and shall be rejected by the Competent Authority.
3. LRH-MTI Peshawar may increase or decrease the quantity of the items required, as per KPPRA rules.
4. At any time prior to the deadline for submission of bids, LRH-MTI Peshawar may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
5. If a bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
6. LRH-MTI Peshawar may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.
7. Additional documents will not be acceptable after Bid Submission.
8. **Rates will be valid till 30<sup>th</sup> June 2025.**

**INVITATION FOR BIDS**  
**Lady Reading Hospital**  
**Medical Teaching Institute**  
**Peshawar**  
Phone: 091-9211927

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**4.INVITATION FOR BIDS**

Hospital Director, Medical Teaching Institute, **Lady Reading Hospital Peshawar** invites sealed bids from Manufacturer/Importers/Authorized Distributors under National Competitive Bidding for the procurement of “**Maintenance & Deployment of Fiber Network 2024-2025**” for Hospital, under rule 6(2)(b) “**Single stage Two envelope procedure**” of KPPRA Rules 2014, from Manufacturer/Authorized Dealers registered with the Income / Sales tax, reflected on Active Taxpayer List of FBR.

The bidders are required to submit bid security @**200,000/-** in the name of Hospital Director LRH-MTI Peshawar. Pre-bid meeting with the interested bidders was held on **25/04/2024** at 11:00 AM at Material Management Department of the institution.

The tenders complete in all respect must reach the undersigned by 11:00 AM on **09/05/2024**, which will be opened at 11:30 AM on the same day in conference room / AHD office of the Hospital in the presence of the procurement committee and the bidders/representatives who may choose to attend.

Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

**5. BID Security**

- i. Bid security @ **200,000/-** (refundable) drawn in favor of “  
Hospital Director LRH-MTI Peshawar”
- ii. Pay Order (PO) is Not acceptable.

The bid security may be forfeited:

- i) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- ii) In the case of a successful Bidder, if the Bidder fails to sign the contract or to furnish performance Guarantee.

**6. BID VALIDITY:**

- i) The bids should be valid for 120 days.
- ii) In exceptional circumstances, LRH-MTI Hospital may solicit the Bidder’s consent to an extension of the period of validity reasons shall be recorded in writing. The request and the responses there to shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

## **7.BLACKLISTING OF DEFAULTED BIDDER/CONTRACTOR**

### **Conditions for Blacklisting of Defaulted Bidder/Contractor under rule 44 of KPPRA Rules 2014**

The following are the events which would lead to initiate (Rule 44 of KPPRA Rules 2014) blacklisting/debarment process;

- Consistent failure to provide satisfactory performances.
- Found involved in corrupt/fraudulent practices.
- Abandoned the place of work permanently

### **Conditions for debarment of Defaulted Bidder/Contractor**

Failure or refusal to;

- Accept Purchases Order / Services order terms;
- Make supplies as per specifications agreed;
- Fulfill contractual obligations as per contract
- Non execution of work as per terms & condition of contract.
- Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- Persistent and intentional violation of important conditions of contract.
- Non-adherence to quality specifications despite being importunately pointed out.
- Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the LRH- MTI Peshawar.

### **Procedure for blacklisting and debarment**

1. Competent authority of Lady Reading Hospital -MTI Peshawar may on information, or on its own motion, issue show cause notice to the bidder.
2. The Show Cause notice shall contain the statement of allegation against the Bidder.
3. The bidder will be given maximum of seven days to submit the written reply of the show cause notice.
4. In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-pa rte. against the bidder.
5. Direct to issue notice of personal hearing to the bidder/ authorized representative of the bidder and the competent authority shall decide the matter on the basis of available record and personal hearing, if availed.
6. The competent authority shall decide the matter within thirty days from the initiation of proceedings.
7. The order of competent authority shall be communicated to the bidder by indicating reasons.
8. The order past as above shall be duly conveyed to the KPPRA and defaulting bidder within three days of passing order.
9. The duration of debarment may vary up to five years depending upon the nature of violation.

## 8.STATEMENT OF REQUIREMENT WITH SPECIFICATION.

No. #	Item	Unit	Qty	Detail Specification
<b>Hardware Itemized List - for Optical Fiber "Lady Reading Hospital - MTI, Peshawar"</b>				
1.	Optical Fiber Cable	Meter	1	Six Core, Single Mode, Optical Fiber Direct Buried Cable, suitable for indoor/outdoor installation
2.	Optical Fiber Cable	Meter	1	Twelve Core, Single Mode, Optical Fiber Direct Buried Cable, suitable for indoor/outdoor installation
3.	Optical Fiber Cable	Meter	1	Twenty-Four Core, Single Mode, Optical Fiber Direct Buried Cable, Suitable for indoor/outdoor installation
4.	ODF –	No	1	Twelve Core Sliding Optical Distribution Frame, Fully Loaded, Rack – Mount with all relevant accessories for connecting the data center switch with access switches
5.	Fiber Joint Box/ Enclosure	No	1	Supply of 24 Fiber Joint Enclosure with all relevant accessories, suitable for outdoor cable splicing/ jointing
6.	ODF –	No	1	Six Core Sliding Optical Distribution Frame, Fully Loaded, Rack – Mount with all relevant accessories
7.	ODF –	No	1	Twenty-Four Core, Sliding Optical Distribution Frame, Fully Loaded, Rack – Mount with all accessories
8.	Fiber Patch Cord	No	1	Fiber Optic Patch Cord, LC to SC, Single Mode, Duplex, Length 1 meter or better
9.	Fiber Patch Cord	No	1	Fiber Optic Patch Cord, LC to SC, SC to SC, LC to LC Single mode, Duplex, Length 12 Meter or better
10.	Pigtail	No	1	Supply of Single Mode LC/ SC or as per site Pigtail, Length 1 meter or better
11.	GI Pipe	No	1	Supply of 1" GI Pipe for fiber attachment with standard dia, (Each 20 Feet Length).
12.	PVC Pipe	No	1	Supply of PVC 1" Pipe with all the accessories, bend, socket, clips, for deploying the fiber/ network wires inside the building. (Each 10 Feet Length).
<b>Services</b>				
13.	Monthly Services	JOB	1	Please mention complete scope of work including the Service Level Confirm Scheduled Visit, with repair of any fault deducted during the visit or complaint raised by end user/ client. Including the cost of fiber cable removal/ fixing at site for finding the fault at physical cable, including the testing & commissioning.
14.	On Call Services	JOB	1	Please mention complete scope of work On Call bases as per the complaint(s). Splicing, testing/ commissioning, fixing the ODF back at site as per site

				requirement.
15.	Splicing of Fiber	JOB	1	Splicing of Fiber Per Core, either in repair works or fresh fiber at any site with testing & commissioning; Fixing of ODF back at site cost included in services.
16.	Laying of Optical Fiber Cable	Meter	1	Installation charges for the fiber cable deployment as per site requirement either in repair/ extension or for new site(s)
17.	Digging for Optical Fiber Cable Laying	Meter	1	<p>Scope of Work</p> <ol style="list-style-type: none"> <li>1. Cutting floor / road (for internal wiring) up to 2 Feet depth Digging, with its repairing / back filling with material cost without manholes.</li> <li>2. Removing the waist material from site.</li> <li>3. Wall Drilling where required &amp; back filling</li> </ol> <p>with required accessories / material i.e., Flexible pipe &amp; wall drilling etc.</p> <p>Cost Per Running MTR Where applicable - based on demand as per site need</p>
18.	Construction of Hand Hole	JOB	1	Construction of RCC Hand hole with cover (3x3x2 ft) with relevant material – as per site need, with waste removal
19.	Construction of Hand Hole <b>Cover</b>	JOB	1	Construction of Hand Hole <b>Cover Only</b> , Size as per the available Hand hole(s) at site – with all the relevant material.

**1. All the Hardware brands must be international Standards, brand name must be mentioned against each item.**

**2. Renowned Brands only.**

**3. No refurbished or local Items will be accepted.**

### **9.SPECIAL CONDITION OF THE CONTRACT**

1. Support Services should be provided around the clock 24/7.
2. All the relevant hardware required for maintenance and repair of Fiber network will be provided by hospital as a PO to vendor.
3. The proposal/ quotation should have all information in details with respect to scope of work and value added services.
4. Bidders are required to provide the number of technical employees engaged by them along with their qualification and/or experience.
5. Bidders shall submit complete profile of the firm and item in "Technical Proposal".
6. The prices quoted should be inclusive of all taxes.
7. Taxes will be recovered as per rules and regulations of the government.

The item should be new and the vendor will ensure originality of the procurement channel as well as the item.

## 10.EVALUATION CRITERIA

### Technical Criteria for I.T Items

**Maximum allocated score = 70**  
**Qualifying score = 70% (49 marks)**

The bids / proposals will be evaluated on the basis of advertisement, bid solicitation documents and the point system as specified below. A proposal shall be rejected during the technical evaluation if the bid does not fulfill the minimum specified/mandatory requirements OR if it fails to achieve the minimum score (49 MARKS) as indicated in the below mentioned table. Relevant certificates / documents must be attached.

**Technical Marks: 70 (Technical Passing Marks 49 (70%))**

**Financial Marks: 30**

**Total Marks (70+30) =100**

**Total Marks in Technical Criteria: 70**

S#	Parameters	Sub-parameters	Max-Marks
1	<b>PRODUCT SPECIFICATION</b>		<b>20</b>
	Product that 100% comply with the approved specifications	Fully compliance with the required specifications as per the 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 be affected. However, 2 <b>marks</b> will be deducted for each minor deviation up to a maximum of Eight. More than four minor deviations will be considered as not conformance to the approved specifications.	<b>20</b>
2	<b>Legal Requirement</b>		
		Sales Tax Registration Certificate	Mandatory
		NTN Registration Certificate	Mandatory
		Registration with Khyber Pakhtunkhwa Revenue Authority	Mandatory
		Non-Shareholder certificate, that no employee of the <b>tenderer</b> is a shareholder in my business.	Mandatory
	Bidder to submit Affidavit of undertaking that firm(s) or its affiliated/ concerns are not blacklisted by any Government Department/ Public Sector entity.	Mandatory	
		Bidder must be ISO 9001:2015 or Higher Certified	Mandatory

		Bidder registration with the Chamber of Commerce	Mandatory
		Most recent Sales Tax Return from FBR for the last three years	Mandatory
		Income Tax Returns for last three years	Mandatory
<b>3</b>	<b>Relevant Experience IT field</b>		<b>12</b>
		i. 01 to 04 Years	02
		ii. 05 to 07 Years and above	04
		<p>A. Company must have experience in <b>24/7 Network Deployments &amp; Maintenance in the Health Sector/NGOs/Govt Sector</b></p> <p>B. Certificate(s) of satisfactory performance issued by the Client(s) related to similar product</p> <p>C. <b>Company profile must be attached.</b></p> <p>(Purchase Order/Work Order/Contract Agreement should be attached. (One PO carries 1 mark up to a maximum of 6)</p>	6
<b>4</b>	<b>Projects Completed</b>		<b>08</b>
		List of the projects along with Completion, Satisfactory performance of the above experience must be attached. Each Certificate will have <b>2 marks</b> up to a maximum of eight.	<b>08</b>
<b>5</b>	<b>Testing and Calibration</b>		<b>06</b>
		<p><b>List of tools, testing equipment and calibration equipment relevant to the product. The technical resource will be verifying all the tools.</b></p> <p>A. Cable Tracer</p> <p>B. Crimping Tool</p> <p>C. Splicer Machine</p> <p>D. Optical Fiber Cable Tester</p> <p>E. Visual Fault Locator (VFL)</p> <p>F. 6 Feet ladders</p>	06
<b>5</b>	<b>Qualified Technical Staff</b>		<b>09</b>

After Prebid

		<p>i. Project Manager (At least 5 years of experience with the same organization, who knows how to handle the project implementation end to end)</p> <p>ii. 2 Qualified Graduates in IT subject.</p> <p>iii. 4 Qualified Diploma holder in IT/Networking/ Fiber Technicians</p> <p><b>(Degree/ Certificates/ Payroll/ Other relevant verifiable documents must be attached)</b></p>	<p>1x2=2</p> <p>1.5x2=03</p> <p>1x4=04</p>
<b>6</b>	<b>Financial Capabilities</b>		<b>10</b>
	<p><b>Turnover in Millions</b></p> <p><b>Audit Report / Bank Statement of Last three years must be attached (will be verified from IT-1 and IT-2)</b></p>	<p>i. 10 -20 Million</p> <p>ii. 21 -40 Million</p>	<p>4</p> <p>6</p>
<b>7</b>	<b>National Office / Peshawar Office</b>		<b>05</b>
		Availability of office in Peshawar, to be verified with Ownership / Rent Agreement with Owner / Rent Agreement with Company Name.	5
	<b>Total Marks</b>		<b>70</b>

**Financial Criteria (30 Marks):**

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

**Total Marks (Technical Criteria + Financial Criteria): 100**

## **11. REDRESSING OF GRIEVANCES**

1. The purchaser shall constitute a committee comprising of disagreed & notified by the competent authority proper powers and authorizations to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
2. Any bidder feeling aggrieved by any act of the purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than 05 days after the announcement of the bid evaluation report.
3. The grievance redressed Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint. The report along with decision shall be forwarded to the purchaser officer within the prescribed period.
4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
5. Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance.

## **12. AWARD OF CONTRACT:**

Contracts shall be confirmed through a written agreement signed by the successful bidder and the LRH-MTI Peshawar.

## **13. PAYMENT:**

- a. No advance payment will be permissible.
- b. The payment will be made after successful supply, installation/inspection and test run of all requisite items.

## **14. Sub-Letting Contract:**

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Services provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

## **AGREEMENT DEED**

This agreement is made on this day \_\_\_\_\_ for the fiscal year 2024-25 between

\_\_\_\_\_ Address: \_\_\_\_\_

Through: \_\_\_\_\_ S/O \_\_\_\_\_ CNIC No: \_\_\_\_\_

Designation \_\_\_\_\_ referred as 1<sup>st</sup> Party, which expression shall unless repugnant to the context mean and include his heirs, executors, administrators, successors and assigns).

**And**

The **Lady Reading Hospital, Medical Teaching Institute, Peshawar, through its Hospital Director** (hereinafter referred as 2<sup>nd</sup> Party which expression shall unless repugnant to the context mean and include his heirs, executors, administrators, and assigns

WHEREAS the 1<sup>st</sup> party has agreed to supply \_\_\_\_\_  
FY: 2024-25 (hereinafter referred as goods) out of the fresh stock to the 2<sup>nd</sup> party on the following terms and conditions: -

### **Definitions:**

- a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
- d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- e) "The Supplier" means the individual agent of firm or firm supplying the Goods and Ancillary Services under this Contract.
- f) "The Project Site," where applicable, means the place or places named in this contract.
- g) "Day" means calendar day.

### **Terms and conditions:**

1. 1<sup>st</sup> party shall deliver and install the stock at the premises and precincts of Lady Reading Hospital, Peshawar. On the CNF base.
2. 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.
3. 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.
4. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in contract:
  - i. Performance or supervision of on-site assembly and/or start-up of the supplied 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 of time 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.
5. The firm will liable to complete the supply within stipulated time limit by confirming quality, quantity and timeline up to the entire satisfaction of second party.
  6. 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 material 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.
  7. The second party shall promptly notify the first party in writing of any claims arising under this warranty.
  8. 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 of 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.

**For the purpose of this clause:**

“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.

9. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at Artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
10. 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 @ 2% for late supply up to 15 days.
  - b. Penalty @ 5% for late supply beyond 15 days. Once the maximum is reached, the second party may consider termination of the contract.
11. The 1<sup>st</sup> party shall be responsible for the transportation and transportation charges. The 1<sup>st</sup> 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 2<sup>nd</sup> party. In case of failure of 1<sup>st</sup> party to supply the goods within the stipulated period, the 2<sup>nd</sup> party will be at liberty to make an alternate arrangement at the risk and cost of 1<sup>st</sup> party and the 1<sup>st</sup> party shall be liable to pay the entire cost/amount to the alternate supplier according to the demand of the 2<sup>nd</sup> party. In the event of commuting a default the 2<sup>nd</sup> 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.

12. The 1st party shall be responsible for any defect in goods or supply of goods. The entire goods will be free of any charges and encumbrance of what so nature and the 2nd party or its agent will be authorized at all reasonable time to view, check and examine the conditions of the supplied goods.
13. The 1st party will be furnishing all such information as the 2nd party may at any time or from time to time required relating to the position of goods and pecuniary liability of the 1st party or otherwise whatever.
14. 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.
15. 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.
16. 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.
17. 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.
18. The 1<sup>st</sup> party shall be bound under this agreement to provide the warranty and services of equipment which must be \_\_\_\_\_ from the date of installation. The 1<sup>st</sup> party shall be bound to keep available the spare parts for 10 year.
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 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 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. The price shall be as per approved rates during procurement prices which shall be considered as part of this agreement.
23. The goods supplied shall be conformity to specification provided in bid solicitation document which shall be made part of this agreement.
24. The quantity of good shall not exceed the quantity provided in bidding documents, which shall include the tender notices, TORs, BSDs, technical evaluation reports financial evaluation report and minutes of purchase committee.
25. In case the goods not confirmed to quality, quantity and specification as provided in bidding documents the goods shall be return to the suppliers. The supplier shall be liable to fine as mentioned in clause-10 as well as penalty which may extended to 10% of the purchase price.
26. The firm/ supplier carries out all verbal / written orders of the hospital regarding all matters, concerning goods in letter & spirit, Willful default shall lead to cancellation of contract a fine which may extended to Rs. 50,000/-.
27. Payment to the supplier shall be on presenting a bill in the shape of summary duly verified by finance department. The bill shall be counter verified from the end using department before clearance. Demand in violation of this clause of agreement may lead to imposition of reasonable amount of fine.
28. The goods shall be open to inspection at all times 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.
29. 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.
30. Any difference or dispute which may arise between the parties of their representative agents regarding right and liabilities of the parties or any other matter relating to this deed may be referred to the **Board Of Governor** 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.

Name.....

CNIC No.....

M/S .....

Address.....

**Hospital Director**

Medical Teaching institute

Lady Reading Hospital,

Peshawar

**Witness of the first party**

Name .....

CNIC No .....

Address .....

**Witness of the Second party**

Name.....

CNIC No .....

Address.....

After Prebid Maintenance & Deployment of Fiber Network 2024-2025