**Medical Teaching Institution (MTI)** 

Lady Reading Hospital (LRH) Peshawar



Contact No: 091-9211927

## **BID SOLICITATION DOCUMENTS**

# For Electrical ITEMS 2025-2026

Interested bidders are required to submit the Non-Refundable fees of PKR Five thousand (5000) only in the **MCB Bank "LRH Receipts account No:0847608141003952**" prior to submission of Bids. (Separate Fee should be submitted with each tender).

The Original Receipt must be attached in the technical bid. If the receipt not found in bids, then the said bidder will be considering Disqualified.

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

Manager Material Management	AD Legal	Deputy Director Electrical
LRH MTI Peshawar	LRH MTI Peshawar	LRH MTI Peshawar
Manager Maintenance &Engineering	Director Finance	Director Nursing
LRH MTI Peshawar	LRH MTI Peshawar	LRH MTI Peshawar
Associate Hospital Director	Medical Director	Hospital Director
LRH MTI Peshawar	LRH MTI Peshawar	LRH MTI Peshawar

## **INTRODUCTION:**

Medical Teaching Institution (MTI)/ Lady Reading Hospital Peshawar invites sealed bids from the eligible bidders for procurement of Electrical Items for Hospital under Open Competitive Bidding under rule 6(2) (b) "*Single Stage Two Envelope*" bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

## 1) 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. The bids will be opened on **26/05/2025 at 11:30 AM** in presence of the bidders/representatives who choose to attend
- 3. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
- 4. The bid should be complete in all respect and must be signed by the bidder.
- 5. All prices quoted must be in Pak Rupees (PKR) 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.
- 6. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
- 7. 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.
- 8. 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.
- 9. 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 offer is ambiguous;
  - d. The offer is conditional i.e., advance payment, or currency fluctuations etc.;
  - e. The offer is from blacklisted firm in any Federal / Provincial Govt. Deptt:

- f. Only typed tender on original prescribing letter pad, sealed & signed 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 (Double rates for single Items) will not be accepted and the item will be considered rejected.
- 10. Usage of correction fluid & corrections are strictly prohibited unless duly initialed.
- 11. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
- 12. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
- 13. In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.
- 14. 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 Peshawar's future bids.

## 2) ELIGIBILITY CRITERIA:

Bidders must give compliance to the below mentioned clauses as these are mandatory to being eligible for the bidding process. Relevant certificates must be attached.

- Computerized National Identity Card (photo-copy).
- The bidder must be registered with Income / Sales Tax Department, reflected as Active Tax Payer on the list of FBR.NTN/KNTN and Professional tax.
- The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental / Semi-Governmental institutions.
- 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 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. At any time prior to the deadline for submission of bids, LRH 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.
- 4. 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.
- 5. LRH MTI Peshawar may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.

## 4. BID Security

Bid security Rs-**100,000/-** in shape of Call Deposit refundable drawn in favor of "Hospital Director LRH Hospital"

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

iii) If a successful Bidder unable to supply the items after issuance of 3 reminders, order will be placed to the next lowest bidder.

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## 5. BID VALIDITY:

i) The bids should be valid for a period of **180** Days.

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ii) In exceptional circumstances, LRH Hospital may solicit the Bidder's consent to an extension of the period of validity reasons shell 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.

Approved Rates will be valid till 30-06-2026.



# Medical Teaching Institution (MTI)

Lady Reading Hospital (LRH) Peshawar "<u>TENDER NOTICE</u>" (Single Stage Two Envelop)

Sealed Bids are invited from the Manufacturers/ Importer/authorized Dealers for the supply of following items for LRH Peshawar. Tender should reach to the office of the undersigned on or before respective dates at **11:00AM** which will be opened on the same day at **11:30 AM** in presence of bidders or their representatives at the committee Room/AHD office. The Bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid in favor of Hospital Director, Lady Reading Hospital Medical Teaching Institution Peshawar.

S. N	Name of Work	Call Deposit	Pre-Bid Time
1.	Electrical Items 2025-26	100,000	Date: 14-05-2025 Time: 11:00 AM
		m	

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

## TERMS AND CONDITION:

- 1. Pre-bid Meeting will be held on respective dates at **14/05/2025, Time : 11:00 AM** in the office of Manager Material Management LRH-MTI Peshawar.
- Only typed tender on original prescribed letter pad, sealed & signed with proper binding should be submitted, the quoted Price must be printed, and hand written quoted price is not being acceptable. The tenders must be according to hospital specification; double rates for one item will not be accepted.
- For Single Stage Two Envelops, the envelopes shall be marked as "TECHNICAL BID" and "FINANCIAL BID" and BOLD and LEGIBLE letters to avoid confusion. Similarly, the bidder shall seal both bids in separate envelops. The said two envelopes shall then be sealed in an outer envelope.
- 4. The tender must be according to Bid Solicitation Documents (BSDs).

- 5. The Income Tax, stamp duty and Professional Tax or any other Government tax will be charged as per rules. (Only those firms will be honored that are on Active Taxpayer's List FBR).
- 6. No conditional tender will be acceptable.
- 7. A detailed Bid Solicitation Documents (BSDs) can be obtained from the Material Management Department of LRH-MTI during working hours (**Monday to Friday**) or also available on our web-site <u>www.lrh.edu.pk</u>
- 8. The bid security in the shape of CDR will be accepted only.
- 9. The competent authority has the right to reject all bids under Rule 47 of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules 2014 after giving valid reason.
- 10. KPRA is Mandatory for all services tenders.
- 11. LRH's FTN Number is 9050181.
- 12. Note: Text in Bold will be treated as mandatory.
- 13. Interested bidders are required to submit the Non-Refundable fees of PKR Five thousand (5000) only in the LRH Receipts account No:0847608141003952 (MCB) prior to submission of Bids. (Separate Fee should be submitted with each tender).
- 14. The Receipt must be attached with the submitted bid. If the receipt not found in bids, then the said bidder will be considering Disqualified.
- i. (Original receipt in financial bids)
- ii. (Copy of receipt in technical bids)
  - 15. Note: Text in Bold will be treated as mandatory.

S.No	Name Of Items	Specification	Unit	Price
1	20 Amp 3 Pin Shoe	(Bush, Akai) (Porcelain Base)	Each	
2	5 Amp 2 Pin Shoe	(Bush, Akai)	Each	
3	2 Pin Plug	(Bush, Akai)	Each	
4	Switch Piano	(Bush, Akai)	Each	
5	Light Plug	(Bush, Akai) (Porcelain Base)	Each	
6	Multi Light Plug	(Bush, Akai)	Each	
7	German Socket 03 phase (Male/Female)	As per approved sample	Each	
8	German Socket Single Phase (Male/Female)	As per approved sample	Each	

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9	Holder E-27 Pendent Holder	(Bush, Akai, Naz)	Each	
10	Holder E-27 Button Holder	(Bush, Akai, Naz)	Each	
11	Porcelain Holder E-27	Porcelain Base	Each	
12	Power Plug 20Amp Multi	(Bush, Akai) (Porcelain Base)	Each	
13	Power Plug 20Amp Multi China	(Shingai) (Porcelain Base)	Each	
14	China Fitting			
14.a	2+2		Each	
14.b	4+2	(Clipsal, Layer)	Each	
14.c	6+2		Each	
15	Sheet Box Size Fiber Sheet 5mm			
15.a	4x4	(2/3 holes)	Each	
15.b	7x4	(4 Holes)	Each	
15.c	7x4	(1 Hole for <mark>p</mark> ower plug)	Each	
15.d	8x10	(8/9 Holes)	Each	
16	3x3 Box Open	(For China Fitting)	Each	
17	3x6 Box Open	(For China Fitting)	Each	
18	Double Light Plug Plate	(China)	Each	
19	China Dimmer	(Lier, Fine)	Each	
20	Starter S-10	(Philips)	Each	
21	Starter S-2	(Philips)	Each	
22	Choke 40W	(Philips, Asia)	Each	
23	LED Tube Light		Each	
23.a	Single 18 watt / 20 watt	(Philips, Osaka or equivalent with 01- year Warranty)		
23.b	Double 36 watt / 40 watt	,,,,	Each	
24	Ceiling Fan 56"	(Pak Deluxe, Pak Wahid)	Each	

		(Copper winding)		
25	Exhaust Fan size			
25.a			Each	
25.d	6"	Plastic Body		
25.b	8"	(Pak Deluxe, GFC)	Each	
25c	12″	(Copper winding)	Each	
25d	Exhaust Fan (Round Shape) 6"		Each	
25e	Exhaust Fan (Round Shape) 8"		Each	
26	Exhaust Fan Size			
26.a	8"	Metal Body	Each	
26.b	12"	(Pak Deluxe, GFC) (Copper Winding)	Each	
26.c	18"	ENCHING	Each	
27	Bracket Fan 16"	(Pak, GFC) (Copper winding)	Each	
28	Fan Capacitor			
28.a	3.5uf	(Fuji)	Each	
28.b	2.2uf	ala II	Each	
28.c	4.5uf		Each	
29	Dura Duct	$\sim$		
29.a	3/4 "	any freedom fr	Each	
29.b	1"	(Adam jee)	Each	
29.c	2"		Each	
30	PVC Pipe for Wiring			
30.a	3/4 "		Each	
30.b	1"	As per approved sample	Each	
30.c	2"		Each	
30.d	3″		Each	
31	Flexible Pipe			
31.a	1"	As per approved sample	Each	
31.b	2"		Each	

31.c	3"		Each	
32	Change Over			
32.a	300 Amp	Pakistan Made	Each	
32.b	400 Amp		Each	
32.c	500 Amp		Each	
33	Circuit Breaker Single pole			
33.a	15Amp	Siemens, Legrand)	Each	
33b	20Amp		Each	
34	Circuit Breaker Double Pole	CHINA		
34.a	50 Amp	(Siemens, Legrand)	Each	
34.b	63 Amp		Each	
35	Circuit Breaker 3 Pole 63/60Amp	(Legrand, Siemens)	Each	
36	Circuit Breaker 3 Pole (MCCB)			
36.a	100 Amp	Terasaki, Mitsubishi	Each	
36.b	200 Amp	(Malaysia, Japan)	Each	
36.c	400 Amp	- and	Each	
36.d	600 Amp		Each	
37	PVC Single Core Cable			
37.a	3/0.029"		Per Coil	
37.b	7/0.029"	Pakistan Cable, Fast Cable, New Age Cable	Per Coil	
37.c	7/0.036"	, , , , , , , , , , , , , , , , , , ,	Per Coil	
37.d	7/0.044"		Per Coil	
38	Flexible Cable Twin Core		Per Coil	

38.a	40/0.076	(Pakistan Cable, Fast Cable)		
38.b	70/0.076		Per Coil	
38.c	110/0.076		Per Coil	
39	PG Clamps Wapda Full Size			
39.a	Single Nut Plug PG Clamp	(Pak Made Aluminum) Full gauge	Each	
39.b	Double Nut Plug PG Clamp		Each	
40	Porcelain Connector 150Amp	As per approved sample	Each	
41	Thimble	EACHING		
41.a	25mm		Each	
41.b	30mm 6	<b>H</b> 12	Each	
41.c	50mm 🗵		Each	
41.d	70mm	As per approved sample	Each	
41.e	100mm	As per approved sumple	Each	
41.f	200mm	any teacong measure (	Each	
41g	250mm	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	Each	
41.h	300mm		Each	
42	L.T Wasp Aluminum Conductor 7/.132	Wapda Specification	Per Meter	
43	H.T Dog Aluminum Conductor	Wapda Specification	Per Meter	
44	H.T SY-II Unit Set	Pak Made	Each	
45	Single Core Cable 11 KV 500 MCM	Wapda Specification	Per Meter	
46	Single Core Copper Flexible Cable			
46.a	16 mm	Habib, Dawn	Per	

			Meter	
46.b	25 mm		Per	
47	Insulation Tape	Nito, Osaka	Meter Each	
48	Steel Main Panel Box			
48.a	12" x 12"		Each	
48.b	12"x 18"	(On surface, Recessed) 22 SWG	Each	
48.c	18"x 24"		Each	
48.d	24"x 36"		Each	
49	Magnetic Coil Contactor			
49.a	50 Amp			
49.b	100 4 mm	E ALL MINE CAL	Each Each	
	100 Amp	(Schneider, Fuji, Siemens, Togami)	East	
49.c	150Amp	(Serificiaer, Faji, Serieris, Fogarin)	Each	
49.d	200Amp 🚆		Each	
49.e	300Amp	6211	Each	
49.f	500Amp		Each	
50	Screws size	any feature fragment		
50.a	1/2 "	1 333 (24.7	Per Packet	
50.b	3/4 ''		Per Packet	
50.c	1"	As per approved sample	Per Packet	
50.d	1 ½ ″		Per Packet	
50.e	2"		Per Packet	
50.f	3"		Per Packet	
51	Steel Nails			
51.a	1"		Per Packet	
51.b	2"	As per approved sample	Per Packet	
51.c	3″		Per Packet	

52	Batteries DC 12v Liquid Secondary Type			
52.a	100 Amp		Each	
52.b	150 Amp	33 plates (AGS, EXIDE, IMPORTED)	Each	
52.c	200 Amp		Each	
52.d	250 Amp		Each	
53	PVC Four Core Copper Cable			
53.a	10 mm		P/Meter	
53.b	16 mm		P/Meter	
53.c	25mm	Pakistan Cable, Fast Cable	P/Meter	
53.d	50 mm	As per approved sample	P/Meter	
53.e	70 mm 🦯	EACHING	P/Meter	
53.f	95mm 🎧	A 100	P/Meter	
53.g	120 mm		P/Meter	
54	PVC Rawal Plug	As per appr <mark>ov</mark> ed sample	Each	
55	LED False Ceiling Light tube rod type 2' x 2' (96 watts)	Pak Light or as per approved sample	Each	
56	LED Bulb	any keeping Property (		
56.a	12watt	1.4.7	Each	
56.b	18 watts	- and the second	Each	
56.c	24 watts	Philips, Osaka, Tuff	Each	
56.d	45 watts		Each	
56.e	85 watts		Each	
57	SMD for False Ceiling			
57.a	8 watts	(Philips or equivalent)	Each	
57.b	12 watts	with one-year warranty	Each	
57.c	18 watts	As per approved sample	Each	

57.d	24 watts		Each	
57.e	2' x 2' 36 Watt		Each	
58	SMD Chokes DCV: 24v – 72v	Model: 8 watts - 24 watt	Each	
58a	SMD 18 Watt / 24 Watt (Open type)	Tuff, Osaka 1 year warranty	Each	
59	Body for Energy Saver 85 Watt			
59.a	Wall Mounted	(Pak light, SOGO)	Each	
59.b	Pole Mounted		Each	
60	LED Pole Mounted Light (Cobra Shape)	Pak Light or		
60.a	a. 100 Watt	As per Approved Sample	Each	
60.b	b. 150 Watt		Each	
60.c	c. 200 Watt		Each	
61	LED Choke	22/1		
61.a	36 Watts		Each	
61.b	48 Watts	As per Approved Sample	Each	
61.c	50 Watt	arty freedoms frongetat	Each	
62	Extension Board with 05- meter twin core flexible cable (03 no's Multi and 04 single sockets)	As per Approved Sample		
63	Pedestal Fan	GFC, PAK FAN		
64	Battery Terminals	Brass Made Full Size		
65	Copper Earth Rod 10ft Length			
65.a	3/4" width	As per Approved Sample		
65.b	1" width			
66	Earthing Chemical Bag	As per Approved Sample		

67	Copper U type Nut, Bolt for Earth Rod	As per approved sample	Each	
68	LED Flood / Street Lights Wall Mounted			
68.a	50 Watt		Each	
68.b	100 Watt	As per approved sample with 01-	Each	
68.c	150 Watt	year warranty	Each	
68.d	200 Watt		Each	
68.e	300 Watt		Each	
69	LED Pole Mounted (Flat Shape) Search Light			
69.a	100 Watt	502	Each	
69.b	150 Watt	As per approved sample with 01-	Each	
69.c	200 Watt	year warranty	Each	
70	False Ceiling Fan 2'x2'	(Pak, Royal) As p <mark>er</mark> approved sample	Each	
71	False Ceiling Fan Remote Control Circuit	As per approved sample	Each	
72	False Ceiling Fan Revolving motor	As per approved sample	Each	
73	False Ceiling Fan Motor 40 watt	As per approved sample	Each	
74	Over Load Relay 03 Phase	As per approved sample	Each	
75	Blower Heater Fan (Wall mounted)	GEEPAS, Success, Seco, Nova	Each	
76	Fan Heater Portable	GEEPAS, Success, Seco, Nova	Each	
77	Halogen Tube Heaters	GEEPAS, Success, Seco, Nova	Each	
78	Halogen Tube for heater	As per approved sample	Each	
79	Blower Heater Control Circuit (Wall mounted)	As per approved sample	Each	

80	Blower Heater Motor (Wall mounted)	As per approved sample	Each	
81	Link Rod (20ft - 30ft)	Fiber made As per approved sample	Each	
82	Electricity Digital Energy Meter (Check Meter)			
82.a	Single Phase Digital Energy meter (Check meter)		Each	
82.b	3 Phase Digital Energy meter (Check meter)	PEL, Micro Tech or As per approved sample	Each	
82.c	Ceiling Fan 56" Rod (3 Feet)	As per approved sample	Each	
83	Flexible Pipe			
83.a	1" Flexible pipe	2	P/meter	
83.b	2" Flexible pipe 🦯	As per approved sample	P/meter	
83.c	3" Flexible pipe		P/meter	
84	PVC Pipe for Wiring 10ft Length			
84.a	3/4 "PVC Pipe		Each	
84.b	1" PVC pipe	As per approved sample	Each	
84.c	2" PVC Pipe		Each	

SN	Hospital Specification	Specification	Unit	Rate
85	Single Core Flexible Copper			
	Cable	As per approved sample		
85.a	50 mm		P/meter	
85.b	70 mm		P/meter	
86	Phase Failure 03 Phase	As per approved sample	Each	
87	11 Kv Earthing Kit	Wapda Specification	Each	
88	HT Insulation Tape			
89	Cable Cutter Range Single	Wapda Specification	Each	
	Core 300 mm			
90	HT Cable Knife	Wapda Specification	Each	
91	Pipe Wrench Large Size	As per approved sample	Each	
92	Hammer Medium Size	As per approved sample	Each	
	Wooden handle			
93	Rubber Gloves set	Wapda Specification	Each	
94	Leather Gloves set	Wapda Specification	Each	

95	Safety Helmet	Wapda Specification	Each	
96	Hand Grinding Machine 700 Watt with	Bush or equivalent	Each	
	Disc Diameter 4"			
98	Ceiling Hole Saw Adjustable 4" to 12"	As per approved sample	Each	
99	Bed Head Unit of best quality size 36" to 48" with 04 Multi light plugs and oxygen point	As per approved sample	Each	
100	L-Key Set	As per approved sample	Set	
101	Goti Set	As per approved sample	Set	
102	Bell Push Button	As per approved sample	Each	
103	Electric Bell	As per approved sample	Each	



#### 7. EVALUATION CRITERIA: -

The bids / proposals will be evaluated on the basis of advertisement, bid solicitation documents and the point system as specified below.

À proposal shall be rejected during the technical evaluation if the bid does not fulfill the minimum specified requirements OR if it fails to achieve the minimum score as indicated in the below mentioned table. Relevant certificates / documents must be attached.

S #	Parameters	Sub-parameters	Marks	
1	Financial Status	A		
		Sales Tax Registration Certificate (04 Marks)	2	
		NTN Registration Certificate (04 Marks)	2	
		Bank statement of last 2 years (each year carry 2 marks) (04 Marks)	2	
		Audit report of last 2 years (each year carry 3 marks) (06 Marks)	6	
2	Product Sample		22	
	MEDA	Product that 100% comply with the advertised specifications will be considered for evaluation Sample(s) of successful bidders shall be kept by LRH. Supplies, when received will be crossed checked against the Samples. Should the supplies fall below the standard of the supplied samples, they will be rejected and subsequently returned to 		
3	Past Performance (3 r	narks for each certificate)	15	
	Institute include government department and private institute customer satisfaction certificate from the procuring entity of the last accomplished assignment must be attached.	Required up to 05 Certificates (Each certificate carries 03 Mark)		
4	Relevant Market expe	vant Market experience (3 marks for each year)		
	Supply orders/purchase orders/ contract agreement should be attached	Required up to 05 years' experience (Each year carries 03 Mark)		
5	ISO 9001:2015		06	
	Total Marks		70	
	Qualifying Marks		49	

Total Marks in Technical Criteria: 70

- The bidders achieving a minimum of 49 marks out of 70 marks in the Technical Evaluation will be declared technically qualified. Financial bids of only technically qualified bidders will be opened publically at the time to be announced by the Procuring Agency. The Financial Bids of technically disqualified bidders will be returned un-opened to the respective. After opening of the financial bid of the qualify bidders the firm / contactor quoting the lowest rates will be selected and contract will be awarded.
- Bids having items not fulfilling/in compliance with the required specifications shall be treated as non-responsive bids.

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

#### 8. 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.

#### 9. Award of Contract:

Award letter is subject to approval of sample. Contracts shall be confirmed through a written agreement signed by the successful bidder and the MTI /LRH Peshawar.

10. Payment:

a. b.

- No advance payment will be permissible.
- The payment will be made after successful supply and inspection

#### **AGREEMENT DEED**

This agreement is made on this day **DD/MM/YY** for the fiscal year 2025-26 between

M/s	Address	<u>.</u>	Through:	
S/O:	NIC 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 2025-2**6 (hereinafter referred as goods) out of the fresh stock to the 2<sup>nd</sup> party on the following terms and conditions: -

SCHURS STATES

## **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 FOR base.
- 2. Standard Bidding Document (SBD) of KPPRA and Bid Solicitation Document (BSD) by LRH are integral part of this agreement
- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. The second party shall promptly notify the first party in writing of any claims arising under this warranty.
- 9. 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.

- 10. "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.
- 11. 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.
- 12. 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 2nd party. In case of failure of 1st party to supply the goods within the stipulated period, the 2nd party will be at liberty to make an alternate arrangement at the risk and cost of 1st party and the 1st party shall be liable to pay the entire cost/amount to the alternate supplier according to the demand of the 2nd party. In the event of commuting a default the 2nd party will be at liberty to take any Civil/Criminal action against the 1st party in accordance with law. A fine up to 10% of the purchase price shall also be inflicted against the first party.
- 13. 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.

- 14. Upon demand made by the 2nd party at any time or from time to time, to execute all such instruments, deeds or documents which the 2nd party may in its sole discretion require, the 1st party will do the needful.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.

- 21. 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.
- 22. A notice shall be effective when dispatched on the given address of the supplier in contract via above means.
- 23. The price shall be as per approved rates during procurement prices which shall be considered as part of this agreement.
- 24. The goods supplied shall be conformity to specification provided in bid solicitation document which shall be made part of this agreement.
- 25. 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.

- 26. 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.
- 27. 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 extend to Rs. 50,000/-.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.

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Name	Hospital Director
CNIC No	
M/S	Lady Reading Hospital, Peshawar
Address	
Witness of the first party	Witness of the Second party
Name	. Name
CNIC No	CNIC No
Address	Address