



**OFFICE OF THE DEAN
MEDICAL TEACHING INSTITUTION BANNU**

**BIDDING DOCUMENTS
FOR
PROCUREMENT OF SOUND SYSTEM FOR MEDICAL
TEACHING INSTITUTION BANNU**

June 2023

1	Cost of tender Documents	Rs. 2500/-
2	Date of Pre Bid Meeting	13/06/2023
3	End Date of tender submission	16/06/2023
4	Tender due time	1100 Hrs
5	Date of Tender Opening	16/06/2023
6	Name of Supplier:	

DESCRIPTION OF WORK

Medical Teaching Institution Bannu invites sealed bids from highly reputed National and International Manufacturers and Authorized/sole agents for procuring high quality supply and installation of Sound System under current budget expenditure for the financial year 2022-23.

ELIGIBLE BIDDERS

This Invitation for Bids is open to all suppliers from eligible source as defined in the KPPRA Rules, 2014 and its Bidding Documents except as provided hereinafter.

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPPRA Rules 2014.

ELIGIBLE GOODS AND SERVICES

All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.

For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

GENERAL TERMS & CONDITIONS

1. The tender is called hereby for procurement of sound system for Medical Teaching Institution Bannu mentioned in Annex-B at according to specification and conditions as prescribed in this contract: -
2. Bidding shall be conducted through Single Stage Two Envelop Bidding procedure comprising a single package as per KPPRA Rules-2014.
3. Sound system for seminar hall and lecture halls to be provided and installed according to the specification as per attached list (Annex-B).
4. Rates should be properly offered with specification clearly marked.
5. Rate should be quoted in words and figures.
6. Tender will be opened in the presence of supplier or their authorized representatives in the office of the Dean/Chief Executive, Medical Teaching Institution Bannu at Bannu Medical College, Bannu
7. The prices quoted shall remain valid for the year 2022-23.
8. Medical Teaching Institution Bannu reserves the right to increase or decrease the quantities subject to provision of per unit cost.
9. Any component of doubtful origin shall render the entire consignment liable for rejection.
10. In the case of a dispute between the Procuring agency and the Supplier, The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration
11. The earnest money @ 2% of the Tender/Offer in the shape of Call Deposit Receipt (CDR) from any scheduled bank in the name of Dean, Bannu Medical College, Bannu shall be accompanied with the financial proposal. The earnest money of successful bidder shall not be refunded and will automatically be converted in the security deposit. No Tender/Offer will be entertained without earnest money. Call Deposit Receipt (CDR) submitted after bid opening will not accepted.
12. Bidders must submit their quotation for complete a lot. Bidder applied for partial lot will be rejected.

Terms of Payment

13. Payment will be made through crossed Cheque.
14. Payment will be made upon supply of mentioned sound systems and installation.

15. Delivery Period

The Sound systems for seminar hall and lecture halls shall be provided and installed within 60 days from the date of issuance of Supply Order. The Inspection/Technical Committee will ensure that the quantity and specification of the Sound systems are the same as contained in the Purchase order.

16. Payment

- i. Bidder will be entitled to payment by Medical Teaching Institution Bannu against bill duly supported by the following documents: -
- ii. Bill in duplicate.
- iii. Goods Receipt Certificate of the consignee.
- iv. Certificate to the effect that the billed amount has not been claimed or received earlier.
- v. Inspection Certificate issued by the Committee.
- vi. Delivery Challan.
- vii. Payment will be made through crossed Cheque in favor of bidder firm after deduction of all Government Taxes. In case your firm is exempt for deduction at source an exemption certificate shall be provided.

17. Sales Tax and Other Government Duties

All taxes, duties, sales tax and other Government charges are the responsibility of the supplier.

18. Failure and Termination

- i. If the supplier fails to provide the mentioned Sound system thereof within the specified delivery period, the purchase committee shall be entitled at his option either: -
- ii. To recover from you liquidated damages levied at the rate of 2% per month.
- iii. To purchase from elsewhere without notice to you at your risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery;
- iv. If during the course of execution of the contract your firm is blacklisted by Medical Teaching Institution Bannu the Purchaser may proceed with all or any of the actions detailed below: -
- v. To allow the contract to run its course till completed in accordance with the terms and conditions of contract:
- vi. To stop further suppliers with or without financial repercussions:
- vii. To cancel the contract with or without reservation of rights.

19. Force Major

- i. While terminating the contract for breach of contract or imposing liquidated damage, the purchaser shall give due consideration to the circumstances leading to the breach of contract or delay on which you had no hold, examples of which are:
- ii. Act of enemy or God:
- iii. Lockout, strikes:
- iv. Restrictions imposed by the Government in the matter of import/export;

- v. Injunction granted by a lawful court restraining you from executing the contract unless such injunction was due to any alleged irregularity committed by you.

20. Responsibility for Executing the Contract

The supplier shall be entirely responsible for the successful execution of the contract in all respects and in accordance with the terms and conditions as specified in the contract including the schedule.

21. Demurrage

- i. Should any demurrage charge be incurred due to any of the reasons mentioned below the same shall be deducted from your bills or recovered from you as a separate item (the decision of the purchaser, regarding fixation of responsibility in this connection shall be binding on your); -
- ii. Owing to delay in forwarding/delivery of relevant documents etc.
- iii. Defective marking or packing of the items ordered;
- iv. Due to reason not specified above but for which you are responsible.

22. Inspection and Rejection

- i. The Inspection/Purchase Committee may reject a part or the whole of the consignment tendered for inspection, if after inspection such portion thereof as Committee may decide in his discretion, Committee is satisfied that the consignment is below the requirements of the particulars governing the supply given in the Purchase Order;
- ii. The decision of the Inspection/Purchase Committee shall be binding on you;
- iii. If the items are rejected as aforesaid than without prejudice to the right of the Purchaser, you may submit items in replacement of those rejected but resubmission will not mean extension of delivery period;
- iv. On final rejection the Purchaser shall have, the following rights: -
- v. To purchase the rejected goods at your cost and expense;
- vi. To terminate the contract and recover from you the loss, the purchaser thereby incurs.

23. Packing of Items

Each package delivered under the contract shall be packed in a proper box by and at your expense clearly showing the serial numbers of the consignment there at. In case these instructions are not followed, the loss, if any, due to defective or incorrect packing/marking shall be to your account.

24. Laws Governing the Contract

The contract shall be governed by the Laws of Pakistan as amended from time to time.

25. Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at **Annex-D** to Bid in the

Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.

26. Performance Security

- i. The amount of performance security, as a percentage of the Contract Price, shall be: Ten (10) percent of the Contract Price.
- ii. Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security of the specified amount.
- iii. The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- iv. The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in the form of CDR/Bank Guarantee/Insurance Guarantee.
- v. The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including warranty period/obligations.

27. Warranty

- i. The Supplier 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 Supplier 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 Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- ii. This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
- iii. The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- iv. Upon receipt of such notice, the Supplier will reasonable for repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- v. If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

28. EVALUATION CRITERIA

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 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	Registration		10
		Sales Tax Registration Certificate (02 Marks)	2
		NTN Registration Certificate (02 Marks)	2
		Bank statement of last 3 years (each year carry 2 marks) (06 Marks)	6
		Bidder must be on FBR Active Tax Payer List (ATL)	
2	Financial Capabilities		15
	Turnover in Millions Audit Report / Income Tax Return Should be attached	Turn over verified from IT-1 or IT-2 form of FBR 10 – 39.9 Million.	5
		Turnover will be verified from IT-1 or IT-2 form of FBR 40 –69.9 Million	5
		Turnover will be verified from IT-1 or IT-2 form of FBR 70 – 100 Million	5
3	Past Performance (3 marks for each certificate)		30
	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 10 Certificates (Each certificate carries 03 Mark)	
4	Market experience (3 marks for each year)		15
	Supply orders/purchase orders/ contract agreement should be attached	Required up to 05 Certificates (Each certificate carries 03 Mark)	
	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 beselected and contract will be awarded.

Bids having items not fulfilling/in compliance with the required specifications shall be treated as non-responsive bids.

Financial Criteria (30 Marks):

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

NOTICE OF INTENT TO SUBMIT PROPOSAL

DATE: _____

RFP NO. _____

PLEASE PROVIDE THE FOLLOWING INFORMATION FOR THE PERSON WHO WILL BE THE COMPANY'S PRINCIPAL CONTACT FOR MATTERS REGARDING THE ABOVE RFP.
Company Name and Address.
Signature of company representative
Printed name of company representative
Title
Date
Tel. No.
Fax No.
Email Address

Please submit the above data with Proposal:

COST WORKSHEET

Financial Proposals should be substantially in the form of the Cost Worksheet provided below. Bidders must itemize the cost associated with providing the required deliverables and services in a tabular format similar to the following:

Sound System for Seminar Hall and Lecture Halls					
S.No	Name of items	Specification	Qtn	Unit Cost including all Taxes	Total Cost including all Taxes
1	Sound System for Seminar Hall and Class Rooms Including Wiring And Installation	2 numbers of gooseneck wired microphone. 2 no of wireless collar microphone. 4 pcs handheld wireless microphone for facilitating questions from the audience. 60 watt or 8 ohm at least 12 speakers with 2 numbers of stage monitors speakers.840 watt amplifier and mixer having 12 ports or channels. In installation high quality wire must be used.	6		
Total Cost					

AFFIDAVIT FORM

We, [Name and Address of the Supplier], do hereby declare on solemn affirmation that:

1. We have not ever been black listed from any Government Department / Agency since last 10 Years.
2. We have not been involved in litigation with any private or public sector during the last 10 years.
3. We acknowledge that we have read, understood and accepted the Tender Document.
4. We understand that the Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Contractor(s).
5. We understand that the Purchaser shall have the right, at his exclusive discretion, to accept / reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Contractor of the grounds for the Purchaser's action, and without thereby incurring any liability to the Contractor and the decision of the Purchaser shall be final.

Date this day of 2023.

BANNU MEDICAL COLLEGE, BANNU CONTRACTOR

Signature _____

Stamp _____

CNIC # _____

Name _____

Designation _____

Address _____

WITNESSES

Witness 1

Witness 2

Signature _____

Signature _____

CNIC # _____

CNIC # _____

Name _____

Name _____

Designation _____

Designation _____

Address _____

Address _____

**BIDDERS MUST SIGN WHERE INDICATED BELOW AND SUBMIT THIS SHEET AS
THE COVER PAGE IN ORDER TO VALIDATE THEIR BID.**

As a supplier of goods and services to the Medical Teaching Institution Bannu I/we certify that I/we fully read and understood the terms and conditions of this RFP and found no complication. We agree to provide the services according to the demand.	
Company Name and Address	
Signature of company representative	
Printed name of company representative	
Title	
Date	
Tel. No.	Fax No.
Email address	

CONTRACT AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 2023,
between _____
(hereinafter “the Purchaser”), of the one part, and
_____ (hereinafter
called “the Supplier”), of the other part:

WHEREAS the Purchaser invited bids for Procurement and Installation of Sound System for Seminar Hall and Lecture Halls at Medical Teaching Institution Bannu and has accepted a Bid by the Supplier for the supply of Goods in the sum of _____ (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Purchaser’s Notification to the Supplier of Award of Contract (Letter of Acceptance);
 - (b) The Form of Bid and the Price Schedules submitted by the Supplier;
 - (c) The Bidding Documents

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. The purchaser shall take all necessary measures to make timely payments to the Supplier. The payment will however be made after Inspection of the supply by the inspection committee.
6. The purchaser may ask the Supplier for additional Supply during this Agreement. Such additional Supply shall be performed with the prior concurrence of both the parties. The Supplier shall submit an estimate of the additional supply and time (if any) which shall be approved in writing by the purchaser before the commencement of the additional supply.
7. The Agreement shall terminate when, pursuant to the provisions hereof, the Supply completed and the payment made.

IN WITNESS the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signature of the Supplier

Signature of the Purchaser

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness

(Name, Title and Address)

(Name, Title and Address)

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. _____ Dated _____ Contract Value: *[To be filled in at the time of signing of Contract]* Contract Title: _____

[name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

Notwithstanding any rights and remedies exercised by GoKP in this regard, [name of Supplier] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

Name of Buyer:

Name of Seller/Supplier:

Signature:[Seal]

Signature: {Seal}