

# KHYBER COLLEGE OF DENTISTRY, PESHAWAR



## BID SOLICITATION DOCUMENTS


FOR

**Active and Passive Networking**

**On Turnkey Basis**

**FOR THE YEAR 2022-23**

**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.

  
**Kafeel Ahmad**  
**In-Charge IT**  
KCD Peshawar

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## 1. INTRODUCTION

Khyber College of Dentistry, Peshawar invites item wise sealed bids from the eligible bidders for procurement of Active and Passive Networking on Turnkey Basis for College through Open Competitive Bidding under rule 6(2) (b) “*Single Stage Two Envelope*” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

<i>Description</i>	<i>Dates</i>
<b>Pre-bid meeting</b>	- -2022
<b>Closing/Last submission/Opening</b>	- -2022
<b>Bid security</b>	Rs-500,000/-
<b>Tender Process</b>	<i>Single Stage Two Envelope</i>

## 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. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
3. 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.
4. Both Technical Bids and Financial Bids must be submitted in two separate sealed inner envelopes marked “**1-Technical Bid**” and “**2-Financial Bid**” which should be packed in one outer sealed envelope.
5. The bid should be complete in all respect and must be signed by the bidder.
6. All prices quoted must be in Pakistani Rupees (PKR) and should include all applicable taxes. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes. KCD Peshawar is exempted from GST.
7. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
8. 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.
9. The Bidder may after its submission withdraws its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.
10. Any bid received which is not as per terms and conditions laid down in this document is 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 are 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. Department.
  - g. Hand written bids shall NOT be accepted; it must be typed.
11. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.
  12. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
  13. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
  14. In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.
  15. 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 KCD Peshawar's future bids.
  16. All bidders must provide compliance sheet in soft copy with bid submission.

### **3. ELIGIBLE BIDDERS**

1. Bidders must give compliance to the below-mentioned clauses as these are mandatory to be eligible for the bidding process. Relevant certificates must be attached.
2. The bidder must be registered with the Income / Sales Tax Department, reflected as Active Tax Payer on the list of FBR.NTN and KPK Professional tax.
3. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
4. 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.

### **4. GENERAL CONDITIONS**

1. KCD 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. At any time prior to the deadline for submission of bids, KCD-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.
3. 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.

4. KCD-MTI Peshawar may accept or reject any or all of the bids under KPPRA Rules, 2014.
5. Non-Provision of mandatory documents mention in these SBDs shall lead to disqualification of the firm / quoted items.
6. Bid document and required documents must be submitted in Hard Tap binding, Bids in the Clip or box file will not be allowed
7. The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.
8. The Procuring Agency has the right to inspect the premises of bidder to inspect the setups ensuring proper after sales services, documents mentioned in technical bids and any other relevant details. Premises (office/workshop) of bidder shall be insured through ownership/or Rent agreement.
9. The Bid security shall be shall be from bank account of the bidder. Ordinary cheque and Payment Order (PO) in the form of bid security shall result in bid rejection.
10. The Unit price quoted by the bidder shall be **inclusive** of all applicable duties and taxes. All prices shall include relevant taxes & duties, where applicable. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
11. In case of the Importers/Authorized Dealers, the firm will ensure that the items are acquired from the original manufacturer and are procured through proper channel as advised by the original manufacturer.
12. Different models/ prices offered for a single item by the same bidder shall be considered as alternate bid and shall be non-responsive.
13. All reservations in SBDs shall be submitted in writing in the pre-bid meeting by authorized person/representative of the firm.
14. The schedule for supply of goods for active network equipment shall be Within 90 days from the date of issuance of supply order by the Purchasing Agency for items to be imported.
15. The passive network deployment shall be started with in a week after issuance of work/purchase order and must be completed before the delivery of active network equipment.
16. The Penalty on late supply of goods shall be charged as under;
  - i. Penalty @ 2% for late supply up to 15 days.





- ii. Penalty @ 5% for late supply beyond 15 days

## **5. SPECIAL CONDITIONS OF THE CONTRACT**

1. The items offered must have at least 03 years' warranty period.
2. If any of the given specifications/parameters do not meet the required specifications, their offer will not be considered and shall summarily be rejected by technical Committee.
3. Successful Bidder will have to furnish a performance guarantee up to 10% of the contract value in shape of Bank Guarantee in favor of the "Dean KCD".
4. In case of a successful bidder, who repudiates the contract or fails to furnish performance guarantee and as the case may be, shall be proceeded for blacklisting and the work order will be placed to the Next Successful Bidder or from the alternative sources at the cost/risk of the concerned firm.
5. All bidders shall comply with the code of ethics formulated by KPPRA.

## **6. INVITATION FOR BIDS**

Dean Khyber College of Dentistry, **KHYBER COLLEGE OF DENTISTRY** invites sealed tenders on National Competitive Bidding for the procurement of Active and Passive Networking on Turnkey Basis for college, under rule 6(2)(b) "*single stage two envelope procedure*" of KPPRA Rules 2014, from reputed firms registered with the Income / Sales tax, reflected on Active Taxpayer List of FBR.

The bidders are required to submit bid security 2% of the total bid value in the name of Dean Khyber College of Dentistry (KCD) Peshawar. An affidavit is mandatory, without indicating the figure in the technical bid that bid security is placed in the financial bid. Pre-bid meeting with the interested bidders will be held on at 12:00 noon at the Conference Room in KCD.

The tenders complete in all respect must reach the undersigned by 10:00 am On Dated: 00/00/2022 this will be opened at 12:30 noon On the same day in conference room of KCD 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.

## **7. BID SECURITY**

Bid security Rs-500,000/- in favor of "Dean Khyber College of Dentistry" should be kept sealed in the financial proposal. An affidavit is mandatory without indicating the figure in the technical bid that bid security is placed in the financial proposal.



Bid security of the successful bidder will be released after submission of Performance Guarantee.

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.

## 8. **BID VALIDITY**

1. The bids should be valid for a period of 120 days.
2. In exceptional circumstances, KCD 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.

## 9. **STATEMENT OF REQUIREMENTS**

S.No	Name of item	Specifications	Per unit Price
1	Firewall	<p><b>Next-Generation Firewall</b>                      Firewall Throughput: 5 Gbps or more                      NGFW Throughput: 2 Gbps or more                      WAF Throughput: 2 Gbps or more                      Concurrent Connections (TCP): 1,800,000 or more                      New Connections (TCP): 50,000 or more                      Virtual firewalls: 50                      IPSec and SSL VPN                      URL Filtering                      Bandwidth Management                      Users' management</p> <p><b>RAM</b>                      4 Gb or more</p> <p><b>HD Capacity:</b>                      64 GB SSD or more</p> <p><b>Interfaces:</b>                      At least 4x10/100/1000 Base-T                      At least 2x1G SFP</p> <p><b>License</b>                      3 Years Complete Security Features License                      • Must Quote 3 Years Software Upgrade &amp; 24x7 Technical Support                      • Must Quote 3 Years Hardware Warranty Service                      • Must Quote Onsite Configuration &amp; Installation                      • Must Quote Onsite Training &amp; Product Certification For 2 Participants from OEM-on-OEM Curriculum.                      • Must Have Full Features Working Even if License Is Expired                      • Must-Have Unrestricted Concurrent User</p>	1

2	42U Rack With KVM	<b>42U Rack</b> Standard Airflow Front Door with Lock Wheels with Lock KVM Console switch along with minimum 8 adaptors Redundant 32A PDUs 1U Universal Filler Panel LCD, keyboard mouse 03 Years warranty including parts and Onsite support	1
2	Core/Distribution Switch	General Specification: - 24 x 1/10G SFP+ Ports - Switching capacity: 2 Tbp or higher - Port Switching Capacity: 700 Gbps or higher - Forwarding rate: 500 Mpps or higher Layer 2 Features - Support more than 32K MAC address tables - STP/RSTP/PVST+/RPVST+ - Port based VLAN upto 4K Vlans - Voice VLAN - Port Aggregation Layer 3 Features - IPV4/IPV6 Static routing - Dynamic Routing RIP v1/2, RIPng, Policy Routing, OSPF v1/2/3, BGP ARP - 16K ARP entries or more - Dynamic ARP inspection - ARP Anti-attack - ARP Flood suppression - ARP Source suppression DHCP - DHCP/DHCPv6 Client - DHCP/DHCPv6 Snooping - DHCP/DHCPv6 Relay - DHCP/DHCPv6 Server - DHCP Snooping Option 82 and IP/MAC Static binding entries MPLS Login through Telnet, SSH and Console Port	1
3	Access Switch	General Specification: - 24 x 10/100/1000Base-T Ethernet Ports - 4x1/10G SFP+ Ports - Switching capacity: 300 Gbps or higher - Port Switching Capacity: 100 Gbps or higher - Forwarding rate: 90 Mpps or higher Layer 2 Features - Support more than 32K MAC address tables - STP/RSTP/PVST+/RPVST+ - Port based VLAN upto 4K Vlans Security Features - User management and password protection - Port Isolation - Port Security Layer 3 Features - IPV4/IPV6 Static routing	1





		<ul style="list-style-type: none"> <li>- Dynamic Routing RIP v1/2, RIPng, Policy Routing, OSPF v1/2/3, BGP</li> </ul> <p>ARP</p> <ul style="list-style-type: none"> <li>- 16K ARP entries or more</li> <li>- Dynamic ARP inspection</li> <li>- ARP Anti-attack</li> <li>- ARP Flood suppression</li> <li>- ARP Source suppression</li> </ul> <p>DHCP</p> <ul style="list-style-type: none"> <li>- DHCP/DHCPv6 Client</li> <li>- DHCP/DHCPv6 Snooping</li> <li>- DHCP/DHCPv6 Relay</li> <li>- DHCP/DHCPv6 Server</li> <li>- DHCP Snooping Option 82 and IP/MAC Static binding entries</li> </ul> <p>MPLS</p> <p>Login through Telnet, SSH and Console Port</p>	
4	WLAN Controller	<p>General Specification:</p> <ul style="list-style-type: none"> <li>- Must include License to manage 160 access points.</li> <li>- Must be capable of managing at least 250 APs for future expandability</li> </ul> <p>Wireless Throughput: 2 Gbps or Higher</p> <p>Interfaces:</p> <ul style="list-style-type: none"> <li>- 2xGE WAN Ports or more</li> <li>- 2xGE SFP ports or more</li> </ul> <p>Features</p> <ul style="list-style-type: none"> <li>- 802.11 protocols</li> <li>- 11G protection</li> <li>- VLAN based wireless users 2-layer isolation</li> <li>- SSID Based wireless user 2-layer isolation</li> <li>- Inter AP L2 and L3 roaming</li> <li>- Open system, shared key</li> <li>- WEP-64/128 dynamic WEP</li> <li>- Portal authentication, local and LDAP authentication</li> <li>- Guest Access Control</li> <li>- Layer 2 protocol 802.1p, 802.1q, 802.x</li> <li>- RF Ping, Realtime Spectrum Guard</li> </ul>	1
5	Wave-2 Controller Based Access Points	<p>General Specification:</p> <ul style="list-style-type: none"> <li>- Enterprise Class Dual Radio Access Point IEEE 802.11a/b/g/n/ac wave2</li> </ul> <p>Throughput</p> <ul style="list-style-type: none"> <li>- Support minimum data rates of 800Mbps in the 5GHz band and 400Mbps in the 2.4GHz band</li> </ul> <p>Interfaces</p> <ul style="list-style-type: none"> <li>- Minimum 2 x Network interface:2GE Base-T,</li> </ul> <p>Power</p> <ul style="list-style-type: none"> <li>- Compatible with 802.3af/802.3at power supply</li> </ul> <p>MIMO</p> <ul style="list-style-type: none"> <li>- 2 x 2 MIMO with up to 2 Spatial Streams in 5GHz band and 2 x 2 MIMO with up to 2 Spatial Streams in 2.4GHz band</li> </ul> <p>Features</p>	1



		<ul style="list-style-type: none"> <li>- Support 256 associated client devices per radio</li> <li>- Support WEP-64/128, dynamic WEP, WPA, WPA2, TKIP, CCMP encryption</li> <li>- Support Wireless Intelligent Application Aware (wIAA), wIDS/wIPS, 802.11w, discover and suppress counterfeit APs based on SSID</li> <li>- Support IPv4 / IPv6 dual native protocol stack, support IPv6 Portal, IPv6 SAVI</li> <li>- Support different SSID/VLAN mapping different QoS policies</li> <li>- Support user amount and traffic load balance</li> <li>- Supports user isolation between Layer 2 forwarding suppression and virtual AP (multiple SSID)</li> <li>- Support Remote probe analysis</li> <li>- Support WEB, SNMP v1/v2/v3, RMON management &amp; configuration</li> </ul>	
6	SFP Transceiver	<p>SFP 1Gig Single mode optical/LX Transceiver</p> <p>Wavelength ..... 1310 nm</p> <p>Max Distance ..... 2-20 km</p> <p>Transmitter Power ..... -9 ~ -3 dBm</p> <p>Receiver Sensitivity ..... &lt; -22 dBm</p> <p>Connector ..... Duplex LC</p>	1
7	SFP Transceiver	<p>SFP 10Gig Single mode optical/LX Transceiver</p> <p>Wavelength ..... 1310 nm</p> <p>Max Distance ..... 2-20 km</p> <p>Transmitter Power ..... -9 ~ -3 dBm</p> <p>Receiver Sensitivity ..... &lt; -22 dBm</p> <p>Connector ..... Duplex LC</p>	1
8	Online UPS with Battery Storage Unit	<p>Power ( kVA ) .....5 kVA</p> <p>Power ( kWatt ) .....8 kWatt</p> <p>INPUT - RECTIFIER</p> <p>Input Voltage .....380 / 400 / 415 VAC ; 3 Single Phase</p> <p>Input Voltage Range .....± 15%</p> <p>Input Frequency .....50 / 60 Hz</p> <p>Input Frequency Range .....± 10%</p> <p>Input Power Factor .....&gt; 0,85</p> <p>OUTOUT - INVERTER &amp; BY-PASS</p> <p>Output Power Factor ..... 0,8</p> <p>Output Voltage ..... 380/400/415 VAC ; 3</p> <p>Output Voltage Regulation ..... ± 1% ( Static ) ; ± 5% ( Dynamic )</p> <p>Output Frequency ..... 50Hz/60Hz( selectable)</p> <p>Frequency Stability .....± 0,1% ( operation by battery ) ; ± 1% ( main synchron )</p> <p>Battery storage/ installation unit, maintenance free batteries, 5-6 hours backup capacity</p>	1
9	Online UPS	3 KVA online UPS with internal batteries	1
10	Switch	<ul style="list-style-type: none"> <li>-Access Layer manageable switch</li> <li>-16xGigabit Ethernet PoE Ports</li> <li>-Rack mountable</li> </ul>	1



11	Fiber ODF	24 Port ODF LC Type Loaded with Pigtails & Couplers.	Per Unit Cost
		12 Port ODF LC Type Loaded with Pigtails & Couplers.	Per Unit Cost
		6 Port ODF LC Type Loaded with Pigtails & Couplers.	Per Unit Cost
12	Fiber Optic Cable	Fiber Optic Cable 24 core Single Mode.	Per meter cost
		Fiber Optic Cable 12 core Single Mode.	Per meter cost
		Fiber Optic Cable 6 core Single Mode	Per meter cost
13	Fiber Patch Cord	LC-LC Patch Code Single mode 5-Meter	Per unit cost
		LC-LC Patch Cord Single Mode 3-Meter	Per unit cost
14	Patch Panel	24 Port Patch Panel loaded with Cat6 IO Jacks	Per unit cost
15	Cable Manager	Cable manager 48 slots 1U 19 inch horizontal cable manager metal body	Per unit cost
16	Branded Patch Cords	Cat 6 UTP Patch Cord 3meters	Per unit cost
17	Electrical Wire to support Switches connected with online UPS	7/44 2 core power cable	Per meter cost
18	Cable Role	Branded Cat6 cable	Per meter cost
19	IO Module	RJ 45 Cat6 IO Jack	Per unit cost
20	Faceplate	Single port faceplate	Per unit cost
		Dual port faceplate	
21	Back Box		Per unit cost
22	Rack	6U 600X600 3-way Single Section with dual Fan and rack mount PDU	Per unit cost
		9U 600X600 3-way Single Section with dual Fan and rack mount PDU	Per unit cost
23	Duct	Duct 40X40 (Each 10 Feet Length)	Per unit cost
		Duct 25X25 (Each 10 Feet Length)	Per unit cost
		Duct 16X38 (Each 10 Feet Length)	Per unit cost
24	PVC Pipe	PVC Pipe 1-1/2 Inch (Each 10 feet length)	Per unit cost
		PVC Pipe 1 Inch (Each 10 Feet Length)	Per unit cost
		PVC Pipe 2 Inch (Each 10 Feet Length)	Per unit cost
25	Power Distribution Unit	Power Distribution Unit with 100 Amp main breaker and 16 Amp breaker for each rack with auto change over from two UPS place in main datacenter	Per unit cost of each breaker
26	Dry Batteries for UPS	Rechargeable Batteries (Maintenance Free) 12 V and 65 AH	Per unit cost
<b>Sum of the above items for the financial score on turnkey basis</b> Note: lowest among the participant bidders on the basis of above items will get full financial marks			<b>Total Sum Rs-</b>



## 10. 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.

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

**Financial Marks: 30**

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

**Total Marks in Technical Criteria: 70**

S #	Parameters	Sub-parameters	Marks
1	<b>Product Specification</b>		<b>25</b>
	Fully compliance with the required specification as per statement of requirement. Compliance with the required specifications as per statement of requirement with up to a maximum of three minor deviations (5 marks deducted per deviation) subject to the condition that main function and performance in any aspect would not be affected.		
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 KHYBER MEDICAL COLLEGE is shareholder in my business	Mandatory
		Most recent Sales Tax Return from FBR last one year	Mandatory
		Income Tax Returns of last three years	Mandatory
		Bank Statement of the Firm Last 2 years	Mandatory
3	<b>Relevant Experience in (same nature of projects)</b>		<b>15</b>
		i. 3 projects	5
		ii. 5 projects	
		iii. 10 projects (Purchase Order/Work Order/Contract Agreement)	10

		should be attached (1 PO carry 1 mark)	15
<b>4</b>	<b>Testing and Calibration</b>		<b>5</b>
		i. List of tools, testing equipment and calibration equipment relevant to the product	2
		ii. Spare Parts readily available in Stock	3
<b>5</b>	<b>Qualified Technical Staff</b>		<b>5</b>
		i. 2 Qualified Graduate in IT	3
		ii. 4 Qualified Diploma holder in IT/Networking (Degree should be attached)	2
<b>6</b>	<b>Financial Capabilities</b>		<b>05</b>
	<b>Turnover in Millions Audit Report / Bank Statement Should be attached</b>	i. 05-10 million	03
		ii. 11- 20 million	05
<b>7</b>	<b>National Office / Peshawar Office</b>		<b>5</b>
		i. Availability of office in Peshawar To be verified with Ownership / Rent Agreement with Owner / Rent Agreement with Company Name.	5
<b>8</b>	<b>Additional Warranty</b>		<b>10</b>
		Additional warranty of 1 year 5 marks maximum 10 marks	10
	<b>Total Marks</b>		<b>70</b>

**Financial Criteria (30 Marks):**

S #	Parameters	Sub-Parameters	Total Marks: 30
	<b>Price</b>		<b>30</b>
		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

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



Financial bids of only technically responsive bidders will be opened publicly at the time to be announced by the Procuring Agency. The Financial Bids of technically disqualified bidders will be returned un-opened to the respective Bidders. After getting the financial score from the remaining 30 marks, the two scores will be combined to identify the best evaluated bid.

Merit Point Evaluation Methodology: Contract will be awarded to the best evaluated responsive bid which gets the maximum marks and becomes the highest ranking in the Combined Evaluation calculated through the Merit Point Average Methodology which puts greater emphasis on non-price factors like stringent global certifications on Conformance Specifications (i.e., meeting the required technical specifications), Performance Specifications (i.e., meeting the requirements the product is designed for) leading to customer satisfaction verification, certifications of the technical staff, provision of maintenance & services and post-warranty services etc.

## **10.1. BLACKLISTMENT OF DEFAULTED BIDDER/CONTRACTOR**

### **10.1.1. Conditions for Blacklistment 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;

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

### **10.1.2. Conditions for Debarment of Defaulted Bidder/Contractor**

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



### **10.1.3. Procedure for Blacklistment and Debarment**

1. Competent authority of KCD 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-parte 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 PKPRA 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.

### **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 03 days after the announcement of the bid evaluation report.
3. The grievance redressal 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 MTI /KCD Peshawar duly attested by the Oath Commissioner/Notary Public.

### **1. Payment**

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

### **2. Terms & Conditions**

1. The delivery should be made within (local item) 30 days & (imported item) 90 days.
2. The bidder should provide the original catalog of the equipment.
3. The Supplier should provide the 10% performance Guarantee.
4. If the supply is not done within the period mentioned in the supply order, penalty @ 2% will be charged upto 15 days and beyond 15 days the penalty will be charged @ of 5%.
5. Warranty/Guaranty of the above equipment shall be total 5 years (3 years with parts for next 2 years without parts).
6. The bidder must register with Income / Sales Tax Department, reflected as Active Tax Payer on the list of FBR.
7. The firm will provide the complete set of service manual of the above mention item
8. Quarterly Periodic preventive maintenance shall be done by the company in the presence of the College bio-medical Engineer till the warranty period.
9. The country of origin certificated should be provided with the documents.
10. The delivery & Installation at the College will be the responsibility of Supplier.
11. No advance payment will be permissible.
12. The bidder shall provide and undertaking that the bidder has not been declared black listed by any Government / Semi-Government institutions.
13. The payment will be made after successful supply, installation and inspection of all requisite items.
14. The College may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.

  
**Kafeel Ahmad**

In-Charge IT  
KCD Peshawar

