



TENDER DOCUMENTS

1. PURCHASE OF MACHINERY/ EQUIPMENTS FOR VARIOUS JAILS IN KHYBERPAKHTUNKHWA”

INSPECTORATE GENERAL OF PRISONS GOVERNMENT OF KHYBER PAKHTUNKHWA

Note: The bidder is required to examine the Bidding Documents carefully, including all instructions, forms, terms, 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.

Table of Contents

GENERAL INSTRUCTIONS	3
SPECIAL INSTRUCTIONS.	4
CERTIFICATE	8

BID FORM 9

PERFORMANCE SECURITY FORM 10

EVALUATION CRITERIA AND COMPARISON OF BID 11

SAMPLE CONTRACT AGREEMENT 12

ITEMS SPECIFICATION **Error! Bookmark not defined.**

GENERAL INSTRUCTIONS

1. The Inspectorate General of Prisons Khyber Pakhtunkhwa requests Tender Bids in sealed envelopes for the equipment mentioned in this document. Proponents applying for bids should submit two sealed separate proposals i.e. Financial Proposal and Technical Proposal in separate envelopes or in one sealed Envelope. The outer envelope should clearly indicate Supply of equipment/items”
2. The Technical Proposal should contain all the bid items without quoting the price and must list the documents/records that justify the legal, financial, managerial competency, capacity and capability of the firm/vender for completing the assignment.
3. The bidding documents can be obtained during office hours during working days from the office of the Inspector General of Prisons Khyber Pakhtunkhwa Peshawar free of cost or can be downloaded from the Prisons website of <http://www.prisons.kp.gov.pk> or KPPRA official website.
4. Financial Bids must be accompanied with call deposit/earnest money (refundable) in the shape of Call deposit Receipt (CDR) / Bank Draft in favor of the Inspector General of Prisons, Khyber Pakhtunkhwa equal to two percent (02%) of total bid amount for each lot of items. The bids must be dropped in the box placed in the premises of Central Prison Peshawar till **12th May, 2020 up to 11 A.M.** Technical bids will be opened on the same day at 11.45 A.M by the Committee in the premises of Central Prison Peshawar in the presence of the bidders or their authorized representatives who opt to be present.
5. Financial bids of only those firms/suppliers will be opened on a date to be notified later who qualify the technical criteria.
6. Any bid not received as per terms and conditions laid down in this document is liable to be ignored.
7. 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 Government Department; and
 - g. The offer is for store / items not conforming to the specifications indicated in the tender enquiry.
8. The Inspectorate General of Prisons Khyber Pakhtunkhwa, will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
9. The Committee reserves the right to accept or reject one or all the tenders partially or wholly by assigning reason(s).
10. If the Contractor is found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Competent Authority, at any time,

without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders.

11. All prices quoted must include all Taxes applicable, such as GST, Income Tax, and Service Tax etc. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes.
12. Failure to supply items within the stipulated time period will invoke penalty as specified in this document. In addition to that, 02% Call Deposit amount will be forfeited and the company will not be allowed to participate in future tenders as well.
13. The offer will remain valid for six months from the date of opening of the tender.

SPECIAL INSTRUCTIONS.

1. Any conditional, ambiguous or incomplete offer in any respect shall be ignored. No supplementary or revised offer for the opening of the tender shall be entertained.
2. The bidders are required to submit samples of the items required if the demanded by the competent authority.

3. Any erasing / cutting / crossing etc. appearing in the offer, must be signed by the person signing the tender. Moreover all pages of the tender must be signed. Offers with any overwriting shall in no circumstances be accepted.
4. Guarantee and warranty certificates should be submitted at the time of delivery of goods/items etc.
5. The Invitation for Bid is open to the firms based in Pakistan representing with registered office in Pakistan.
6. At any time prior to the deadline for submission of bid, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bidding documents.
7. The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder shall be written in the English language. Any printed literature furnished by the bidder may be written in another language, provided this literature is accompanied by an English translation, in which case, for the purposes of interpretation of the bid, the English translation shall govern.
8. The bidder shall complete the Bid Form duly signed by the authorized personnel along with the stamp of the company and all the Schedules furnished in the bidding documents.
9. Prices quoted by the bidder shall remain fixed and valid till 30th of June 2020 or completion of the Contract performance whichever comes later and will not be subject to variation on account of escalation.
10. The bidder shall submit the bid, completed in all respect with signed tender documents along with the separate Technical & Financial Bids in an inner and an outer envelope. The outer envelope shall be:

- a. Addressed to the “Additional Inspector General of Prisons(Establishment)Khyber Pakhtunkhwa, Peshawar
Tel. No. 091-9210937- 9210334

- b. bear the following identification:

“Bid forPURCHASE OF MACHINERY/ EQUIPMENTS FOR VARIOUS JAILS IN KHYBERPAKHTUNKHWA”

11. The inner envelope shall indicate the name,address and phone number of the bidder to enable the bid to be returned unopened in case it is declared “Late” or ineligible.
12. The bidder may modify or withdraw his bid after its submission, provided that written notice of the modification or withdrawal is received by the Department prior to the deadline prescribed for submission of bid.

13. The bid may not be withdrawn in the interval between the deadline for submission of bid and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of the bid security.
14. The bid shall be opened by the competent authority in the presence of the bidder or his authorized representative who opt to attend at the time, date and venue specified above. The bidders or their authorized representatives present shall sign the attendance sheet evidencing their attendance.
15. The bidder's name, bid price, modifications, bid withdrawal, and the presence or absence of the requisite bid security, and such other details as the department, at its discretion, may consider appropriate will be announced and recorded at the time of opening.
16. To assist in the examination, evaluation and comparison of bid, the Technical Officer may, at his discretion, ask the bidder for a clarification of its bid. All responses to requests for clarification shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the evaluation of bid.
17. The bid determined as not substantially responsive will be rejected by the department and may not subsequently, be made responsive by the bidder by correction or withdrawal of the non-conforming deviation or reservation.
18. The Committee may waive any minor informality or non-conformity or irregularity in the bid
19. It will be examined in detail whether the Goods offered by the bidder comply with the Specifications of the bidding documents. To facilitate this, the Goods specification will be reviewed. Technical features/criteria of the Goods detailed in the Specifications will be compared with the bidder's Goods Data submitted with the bid. Other technical information submitted with the bid will also be reviewed
20. Only the technically responsive and graded offers will be considered for financial comparison.
21. The Purchaser will determine to its satisfaction whether the successful bidder has offered Service at reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the Contract.
22. The determination will take into account the bidder's financial, technical and production capabilities. It will be based on an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as the Purchaser deems necessary and appropriate
23. The Department will award the Contract to the bidder if its bid has been determined to be substantially responsive to the bidding documents and consistent with the current prevailing market prices as determined by the Purchaser, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.

24. The Department reserves the right at the time of award of Contract to increase or decrease the quantity of Service specified in the Specifications, without any change in unit prices or other terms and conditions.
25. Prior to the expiration of the period of bid validity, the department will notify the bidder in writing by letter that its bid has been accepted. This letter is termed as Letter of Acceptance.
26. Within three (3) days of the receipt of the Letter of Acceptance from the department, the bidder shall furnish the performance security, in accordance with the Conditions of Contract.
27. After the acceptance of performance security by the department, the Department will send to the successful bidder the Contract Form incorporating all agreements between the two parties which will subsequently be signed.
28. Date of opening of the Financial Proposals will be announced separately. The proposal of only those bidders will be considered / opened which are declared qualified after evaluation of technical bids and upon fulfilling all the conditions by the Purchase Committee.
29. The payment will be made after the successful delivery and installation of stores and satisfactory inspection report of the Inspection Committee.
30. Delivery time will be 15 days from the receipt of letter of acceptance.
31. All currency in the proposal shall be quoted in Pakistan Rupees (PKR).
32. The bidder will fill and sign the certificate as on the next page.

CERTIFICATE

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

- I. We have not been black listed from any Government Department / Agency.
- II. We acknowledge that we have read, understood and accepted the Tender Document along with all terms and conditions specified above in the tender document.
- III. 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 bidders.
- IV. We understand that the Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s), accept / reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, by assigning reason to inform the bidder of the grounds for the Purchaser's action, and without thereby incurring any liability to the bidder and the decision of the Purchaser shall be final.
- V. We certify that the prices quoted to the Prisons Inspectorate against Tender Items_____, are not more than the prices charged from any other Purchasing Agencies in the country and in case of any discrepancy, the bidder hereby undertakes to refund the prices charged in excess.

Dated _____ day of 2020.

TENDERER

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

WITNESSES

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

BID FORM

For _____

To
The Inspector General of Prisons,
Khyber Pakhtunkhwa Peshawar.

Sir,
Having examined the bidding documents, the receipt of which is hereby duly acknowledged, for the above Contract, we, the undersigned, offer to supply, deliver and test in conformity with the said bidding documents (Technical and- Financial proposals are **attached as annexure-B and annexure-C respectively**) are submitted herewith separately as per your requirement.

We undertake, if our Bid is accepted, to complete the supply in accordance with the delivery time mentioned in this tender documents.

If our Bid is accepted, we will provide the performance security in the sum equivalent to 10% percent of the Contract Price i.e., Rs. _____ for the due performance of the Contract as per bid Security Form.

Dated this _____ day of _____ 2020

Bidder (Sign + Seal)

Witness			
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Address	_____	Address	_____
CNIC	_____	CNIC	_____

PERFORMANCE SECURITY FORM

(Applicable in case of bank guarantee)

To
The Inspector General of Prisons,
Khyber Pakhtunkhwa Peshawar.

WHEREAS _____ (Name of Contractor),
hereinafter called “the Contractor” has undertaken, in pursuance of the bid for the purchase of items
mentioned in the tender documents dated _____ 2020, (hereinafter called “the Contract”).

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE we hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor,
up to a total Sum of Rs. _____ 10% of the total contract value (Amount of the guarantee), and we
undertake to pay you, upon your first written demand declaring the Contractor to be in default under the
Contract, and without cavil or argument, any sum or sums, within the limits of 10% of the total contract
value (Amount of Guarantee) as aforesaid without your needing to prove or to show ground or reasons for
your demand or the sum specified therein.

This guarantee is valid until _____ of _____ 2020, or the warranty period.

Name of Guarantor

Signature _____
Name _____
Title _____
Address _____

Seal _____

EVALUATION CRITERIA AND COMPARISON OF BID

The Technical Bids will be evaluated on the basis of following parameters and each bidder should clearly indicate the following in separated annexure duly labeled. In case the following information was missing the marks will not be given to the firm. No telephonic clarifications will be made and no additional documents will be entertained after the due date of technical proposal opening of the bids.

S.#	Headings	Marks	Evaluation Parameters	
1	Technical Proposal	100		
1A	Hard Specification	30	Compliance with tenders manual	20
			Brochures of quoted models attached	10
1B	Support Capabilities	30	After Sale Service (Warranty)	10
			List of support Team	10
			List of Services Centers	10
1C	Financial Capabilities	15	Annual Turn Over/Auditable Accounts of the firm	5
			Company history in the business	5
			Affidavit/undertaking that the firm has never been black listed	5
1D	Relevant Experience	15	Minimum three work orders for the supply of the quoted hardware/equipment (Preferably in government organizations)	15
1E	Demonstration/Test/Trial	10	Standardization/Proximity to required standards	5
			Test/Trial/Demonstration	5

The bid not obtaining minimum qualifying score of 70 out of 100 shall not be considered for financial evaluation and their financial proposals shall be returned unopened.

The Bidder should provide the following required information and placing this Form on top of the Technical Proposal. Relevant portions of the Technical Proposal should be referenced in this form.

Information Required

A General

- (1) Name of Bidder
- (2) No of Years in business in Pakistan
- (3) No of Offices locations in Pakistan
- (4) Annual Turnover (Million Rs.)
- (5) Value of projects in hand (details may be given)
- (6) Year of Incorporation
- (7) Status of the Bidder
 - Sole Proprietor
 - Partnership Firm
 - Private Limited Company
 - Public Limited Company
 - Entity registered / incorporated outside Pakistan (Give details)
 - Other (please specify)
- (8) Names of Owner / Partners / Chief Executive / directors
- (9) Details of Registered Head Office (Address, Phone, Facsimile, Email and Website information)

SAMPLE CONTRACT AGREEMENT

1. This contract agreement is made and entered into on _____, 2020 by and between.

- (i) **Inspector General of Prisons Khyber Pakhtunkhwa**, hereinafter referred as Purchaser, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns officers delegated to perform functions procurements for and on behalf of its various units of ONE PART.

AND

- (ii) _____

having its registered office at hereinafter referred as supplier, which expression shall, unless repugnant to the context of meaning thereof, be deemed to include its successors and permitted assigns of the OTHER PART.

2. WHEREAS the **Inspector General of Prisons Khyber Pakhtunkhwa** is entrusted with responsibility of procurement of item / articles during Current Financial Year as per description, with specification and quantity, list attached.

3. AND WHEREAS, the **Inspector General of Prisons Khyber Pakhtunkhwa** in accordance with Procurement of Goods works and Services 2014 adopted by Government of KPK vide notification No. **SO (FR/FD/9-7/2013 dated: 03.02.2014)**.

4. That M/s. _____ participated in the response of open tenders, floated by Project Director /Inspectorate General of Prisons KPK, by submitting technical and financial bids, after necessary evaluation of the item / articles described above; the Procurement Committee opened the financial bids in front of all bidders on _____

5. That the rates offered by M/ s. _____ for the item / articles as shown and attached, were found to be lowest' offered in comparative terms with the rates of other bidders participating in the process. Therefore, on the recommendation of Procurement Committee, the Project Director /Inspectorate General of Prisons, Khyber Pakhtunkhwa has accorded approval to place purchase / procurement order with M/s. on terms and conditions specified below:-

NOW THEREFORE PARTIES HEREBY AGREE AS FOLLOWS

- (i) That M/s. _____ shall supply products/items; articles described and specified along with quantity the above within 45 days from the date of signing of this agreement.
- (ii) That all deliveries shall be made at specified Offices throughout in KPK, in the official time on working days only.
- (iii) That every article shall be made and finished in all respects to entire satisfaction of Inspection Committee which shall be at liberty to reject any item/ article or part thereof if it is not in accordance with approved sample and specification mentioned in the tender documents submitted by supplier at the time of bidding, and evaluated and approved for this purchase order and such rejection shall be final. The no appeal or review will be permissible against the decision of Inspection Committee.
- (iv) That the Project Director / Inspector General of Prisons KP shall give written receipt signed by him giving out complete details. Exhibiting the number of items/ articles delivered and the number items/ articles accepted and rejected, and such receipts shall be conclusive evidence of the acceptance and rejection of the number of articles specified as accepted and rejected.
- (v) That all articles rejected shall be taken back and removed by the M/s. _____ and nothing shall become due or recoverable by the M/s. _____ in respect on account of items/articles so rejected.

- (vi) In case **M/ s.** _____ make default, in the due performance of this agreement/contract in part or full, **Inspector General of Prisons KPK**, shall be at liberty to impose and recover L.D. Charges not exceeding 2% per month thereof.. The penalty shall be applicable only to the extent of items/ articles supplied late.
- (vii) The **Inspector General of Prisons KPK**, shall have right to assess, demand and recover any damages suffered by Prisons Department due to late supply of the items/ articles from the supplier.
- (ix) The **Inspector General of Prisons KPK** shall be at liberty to deduct and retain the amount so assessed from the bill that may be or may become due and payable at or after the *time* of such failure to the M/S.
- (x) The **Inspector General of Prisons KPK** shall not be responsible for non-performance of this agreement due to change in law, rules and policy of the government as notified in official gazette from time to time.
- (xi) That all conditions laid down in the rules framed for procurement by the Government shall apply to transactions made under this contract agreement and both parties shall be bound by it.
6. This contract agreement shall be construed, and the legal relations created herein will be determined in accordance with the laws of Islamic Republic of Pakistan.
7. Any notice required under this contract agreement shall be in writing and shall be effective when received by the addressee at its given address.
8. If any term, conditions, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall Endeavour in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in the Agreement. If the parties fail to agree on such amendments, such invalid terms, condition or provision will be served from remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

This agreement may be amended only in writing signed by both the parties.

10. IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

Inspector General of Prisons
Government of KPK

Witness-1

Signature _____
Name _____
Title _____
Address _____
CNIC _____

Witness-2

Signature _____
Name _____
Title _____
Address _____
CNIC _____

LIST OF PURCHASE OF INSTRUMENTS FOR DIFFERENT JAIL HOSPITALS

S. #	Detail of particulars	Specifications	Quantity
	Lot#1. SURGICAL ITEMS		
1	Patient Bed Semi Folar with Foot Step	Standard Size Length 06 Feet, Width 3-1/2 06 Inch Wheel	400

2	Bed Side Locker Pak Made	Standard Size	400
3	Over Bed Trolley	Stainless Steel Gauge 18	400
4	Oxygen Cylinder	240 CFT with gauge/key/N. Canola	200
5	Nebulizer Machine	Adult/Child Masks with 1 Year Warranty (AC-230 v composer range 30-50 PSI, composer operation flow 10-14 LMP.Imported - Good Quality	30
6	Drip Stand Pak Made Best Quality	Stainless Steel	100
7	Foam/Mattress	10 years Warranty/Medicated, standard size	400
8	Pillows	Standard	1200
9	Bed Sheet	white/Standard Size	1200
10	Pillow Covers	white/Standard Size	1200
11	Face Masks KN95	With filter .Imported Good Quality	1000
12	Surgical Masks	Good Quality	5000
13	Surgical Gloves	Standard Size	3000 pairs
14	B.P Apparatus Mercury/Ordinary	B.P Mercury Table Top .Imported Good Quality	50
15	B.P Apparatus Mercury/Stand Mounted	Five Wheel Steel Base. Imported Good Quality	50
16	Thermal Scanner/Thermometer	Imported Good Quality	50
17	Autoclave B. Class for Dental use	16 inch X 30 inch,23 Liters, Voltage AC 220 V/Frequency 50/60 Hz, Max HP 2000 VA,Tank Capacity 23 Liters, European Class B Standard, Sterilizing Temperature 134 C/121 C, Inside Dimension=249 X 450 mm, Net weight 53 kg .	10
18	Auto Clave Horizontal Medical	Class-B working temp: 134c/121c voltage. 220 V, capacity 100/200 litters, power supply AC 380v, 50hrz, Gas/Electric 16 inch X 30 inch	50
19	ECG Machine 3 Channels Portable	1 Year Warranty/Interpolation result, Standard 12 Leads, Sensitivity 2.5,5,10,20,40 Auto(mm/mv), CMMR 120dB (with AC filter), Frequency Response 0.05-160Hz, Lead Acquisition =12 bit/1000 Hz.Imported Good Quality	30
20	Instrument Trolley	Stainless Steel 18 Gauge	60
21	Screening Curtain/Ward Screen	3 Parts and Cloth Colour Blue or any other as required	100
22	Suction Machine Portable	Power AC 220 Suction rate 25L/min, Suction Bottle 2500 ml X 2, Input Power 400 VA, and Pump Structure Diaphragm Type. Imported Good Quality	50
23	Examination Couch Folding	Standard Size	40
24	Examination Couch Fix	Standard Size	40
25	Stretcher	Stainless Steel .Good Quality	40
26	Patient Shifting Trolley	Lahori Trolley, Printed Steel Top, Heavy Duty Wheel 08 inch	20
27	Microscope	107 BN Model	20
28	Blanket	Standard Size. Good Quality(Single ply)	400
	Lot#2. ELECTRO MEDICAL INSTRUMENTS		
29	Glucometer Free Style	Life Time Warranty	35
30	Dental X-Ray Machine	Class II, Power 220 VAC,50 Hz,Exposure Time-0.2-4 seconds, Size=152 X 57 X 26 CM, Imported	10

		Good Quality	
31	X-Ray Machine (Portable)	100 mA, Portable with accessories and installation. Imported Good Quality	05
32	Oil Free Dental Chair Air Compressor	Voltage 220VAC 50 Hz,Current 2.5 A, Power 545 Volume Flow=70 L/min,Actuating Pressure=0.5MPa,Exhaust Pressure=0.8 MPa,Gas Holder Volume= 40 Litres/45 Imported Good Quality	10
33	Ultrasound Machine with accessories	Chargeable, Accessories Trolley/Stabilizer, Gel/1 Year Warranty. Imported Good Quality	10
34	Pulse Oxymeter	Class II.	50
35	Cardiac Monitor	Standard configuration/5 Parameter/1 Year Warranty Complete Accessory/Battery Backup 1.ECG Machine 2.NIBP 3.Pulse 4.Temperature 5.Oxygen Saturation(SPO2)	10
36	Micro Lab	1 Year Warranty. Imported Good Quality	20
37	Dental Unit	Standard Configuration, Power Voltage 220v-50 Hz/110V-60 Hz,Moto Voltage=24 V,Air Pressure-0.5MPa-0.8MPa,Water Pressure=0.2MPa-0.4MPa,Complete Dental unit with micro motor, Air Rotor, Air motor, Ultrasonic scaler, Micro motor(3000-40,000 rpm range and motorized suction).Imported Good Quality.	10
38	Refrigerator with Stabilizer	PAK Made.Good Quality with Imported Compressor (100% copper), 03 years compressor warranty. Size 10 cubic feet. For Stabilizer: 2000 watts.100% copper. PAK made. Best quality.01 year warranty	20
39	Electric Water Cooler with Stabilizer	85 liters capacity.PAK made with imported Compressor (100 % copper) with 03 years warranty. Good Quality. For Stabilizer: 4000 watts.100% copper.PAKmade.best Quality. 01 year warranty	250
40	Sanitization Walkthrough Gate for 01 Person.	Size.(4x4x7)feet with all relevant accessories	20
41	Liquid Disinfectant (safe for human body)effective against coronavirus	Good quality liquid disinfectant	1000 liters
42	Liquid Disinfectant for hard surfaces, effective against coronavirus	Good quality liquid disinfectant	1000 liters

