

BID SOLICITATION DOCUMENTS
FOR
HIRING OF RENTAL SERVICES OF HIACE-(16 SEATER)
SERVICES UNDER RESEARCH PROJECT

JULY 2024

ORIC


KHYBER MEDICAL UNIVERSITY

PESHAWAR,

(KHYBER PAKHTUNKHWA)


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KHYBER MEDICAL UNIVERSITY **ORIC**

Committed to Excellence in Academics & Research



TENDER NOTICE

The Khyber Medical University, Peshawar invites sealed bids for purchase of items at S.No.1 from Manufacturers/Importers/ Authorized Dealers duly registered with Sales Tax, Income Tax, (who are on ACTIVE TAX PAYERS LIST of FBR) and Excise & Taxation Department of Khyber Pakhtunkhwa and from service provider/dealer for services at S.No.2 duly registered with income tax and KPRA (who are on ACTIVE TAX PAYERS LIST of FBR & KPRA).

S#	Description of Items
1.	Procurement of tablets(100 No.s), Laptops (05 No.s), LEDs (2 No.s) for Research Project
2.	Hiring of rental services of 14 No.s of HIACE-(16 Seater) Services under Research Project

- The method of selection will be single stage two envelope procedure.
- The bidding documents including quantity, specification and detailed terms and conditions are available from the office of the undersigned (free of cost) from **11/07/2024** to **26/07/2024 (0800 Hours to 1530 Hours)**.
- The bid may be dropped in the tender box placed in the KMU Administration Block, Peshawar positively by **26/07/2024 (1100 hours)**.
- The bids will be opened in the KMU Committee Room on **26/07/2024 at 1130 hours** by the KMU Purchase Committee in the presence of the bidders or their representatives who choose to attend.

Director ORIC

Khyber Medical University, Peshawar

PHASE-V, HAYATABAD, KHYBER PAKHTUNKHWA

091-9217258, 091-9217703 091-9217704, 091-9217258

Adv # 37/24
KMU Media

12x2

Section – II **TERMS & CONDITIONS / INSTRUCTIONS TO BIDDERS**

- **Bidding Process:**

The Khyber Medical University, Peshawar invites sealed tenders for hiring of following services from service provider duly registered with Sales Tax, Income Tax (who are on ACTIVE TAX PAYERS LIST of FBR) KPPRA, and Excise & Taxation Department of Khyber Pakhtunkhwa.

- **Eligibility Criteria:**

Participation in tendering is open to all legal persons having registered business entity including sole proprietorship, Association of Persons (AOP), partnership firm, private or public limited companies having valid NTN registration.

2.1 **Exclusion from participation.**

Tenderers must have to certify in a declaration that they are not in one of the following situation

- They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- They have been convicted of an offence concerning their professional conduct by a judgment;
- They have been guilty of grave professional misconduct proven by any means;
- Contributions or the payment of taxes in accordance with the legal provisions of country where the contract to be performed.
- They have been subject of a judgment which has the force of res judicata for fraud, Corruption, involvement in a criminal organization or any other illegal activity detrimental to the communities' financial interest

2.2 **Exclusion from award of contract**

Contracts may not be awarded to tenders which during the procurement procedure:

- (a) Are subject to a conflict of interest;
- (b) Are guilty of misrepresentation in supplying the information required as a condition of participation in the contract procedure or fail to supply this information.

2.3 These terms refer to all nationals of the above states and to all legal entities, companies or partnerships effectively established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law.

2.4 To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the KMU that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

3. Period of validity

3.1 Tenderers will be bound by their tenders for a period of 30 days from the deadline for the submission of tenders.

3.2 In exceptional cases and prior to the expiry of the original tender validity period, the KMU may ask tenderers in writing to extend this period by 30 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated.

4. Rejection of Tender

The tender will be rejected if

- The documents does not bear signature of the authorized person.
- It is received through fax/e-mail.
- If the bid is submitted without or less or not as per mentioned instrument the bid security (tender guarantee).
- It is received after the expiry of the due date and time.
- Incomplete Tender.

5. Taxes and other charges

• The quoted rates should be inclusive of all applicable taxes (WHT & GST) as per law of land. In case of any exemption Tenderers should have to provide a valid exemption certificate as per government rules. Applicable tax would be deducted from each and every payment as per applicable law. Tax deduction certificate would be provided within 06 week from the date of payment.

- The quoted prices should be included of all transportation, carriage, handling and all other costs.

General Terms & Conditions:

- The vehicles must comply fully with the technical specifications set out in the tender package (technical annex) and conform in all respects with the quantities and specifications.
- The Prices quoted shall be for monthly basis rental at the delivery location inclusive of fuel and rent charges i.e. Peshawar & Swabi.
- All running, repair & maintenance will be managed by the Rental Service Provider which includes (Air/Diesel Filters, Oil change, Service).
- At designated duty stations driver's meals & accommodation is complete responsibility of the Supplier.
- All critical replacements of vehicles & drivers (within 24 hrs) will be arranged by the Rental Service Provider with no exception. In case of failure, KMU will arrange its own hired vehicles and all expenses will be deducted from the Rental Service Provider as per actual till the time of replacement.
- All toll taxes and any other fines/penalties/violations tickets will be paid by the Supplier.

- Parking of vehicles (on KMU office premises or otherwise) is sole responsibility of the Supplier.
- The quantity of required vehicles may vary on the demand/ requirement of project during the year.
- A supply agreement will be signed with successful bidder(s) for timely supply of appropriate quality items/services and method of payment. Failure to meet the conditions of the agreement will result in cancellation of the agreement at the risk and cost of the Supplier.
- KMU reserves the right to forfeit the Bid Security in case of breach of the agreement or failure to supply the vehicles and drivers on quoted prices and terms & conditions.
- Tender publication does not constitute any commitment on part of KMU unless a written agreement is signed by both parties.
- KMU Procurement committee reserves the right to cancel/reject any or all offers without assigning any reason.
- Exact quantities may vary slightly from estimated numbers.
- Initial contract will be one year which would be extendable as per need and as per agreement with both parties.
- All supplies/vehicles under this contract may originate from any country. Tenders must be presented in Pak Rupees, based on Monthly rental basis.
- The authorized service provider duly registered/ suppliers must be registered with Income Tax, Sales Tax, having NTN and being reflected as active taxpayer on the list of FBR. Relevant certificates must be attached.
- The bidder shall provide an undertaking that the organization has not been declared as a black listed authorized dealers / manufacturers / suppliers by any Governmental / Semi-Governmental institutions.
- Sealed Envelope containing two envelopes clearly marked “**Technical Proposal**” and the other “**Financial Proposal**” must reach the Tender Box before the due date and time mentioned in tender. The tender should be in sealed cover envelop clearly written thereon “**Quotations for**” the name of the Firm/Service provider with full address and telephone/ fax number must be written on the back of the quotation. If the envelop is not sealed and marked as above, the University will not be responsible for misplacement or pre-mature opening of bid.
- Sealed **Technical Proposal envelope** should comprise of the following documents/proof.
 - Copy of registration with FBR, Sales Tax, KP Excise & Taxation Deptt:
 - Bidding Documents without mentioning rates (each page signed and stamped by authorized person of the bidder with designation after detaching pages of Section –IV of Bidding Document) .
 - Undertaking of call deposit 2 % of the total quoted value.
 - Undertaking of non-black Listing.

- Bidders Profile
- Sealed **Financial Proposal envelope** should comprise of the following documents/proof.
 - Unit Rate (inclusive of all taxes) both in figures and words on bidder's letter head.
 - Unit Rate(inclusive of all taxes) both in figures and words on pages of Section –IV of Bidding Document issued by Procurement Section of Khyber Medical University.
 - 2% call deposit.
- Sealed Envelope containing two envelope clearly marked "Technical Proposal" and the other "Financial Proposal "must reach the Tender Box before the due date and time mentioned in tender. The tender should be in sealed cover envelop clearly written thereon "**quotations for -----**" the name of the Rental Service Provider with full address and telephone/ fax number must be written on the back of the quotation. If the envelop is not sealed and marked as above, the University will not be responsible for misplacement or pre-mature opening of bid
- All prices quoted must be mentioned in Pak Rupees (PKR) and must be inclusive of all applicable taxes. The rates should be mentioned in both words and figures. Rates with cutting or overwriting will be considered as nonresponsive. No tender with conditional, ambiguous and alternate price will be considered. Only one rate should be submitted for one item. If firm desires to offer more than one rates, he should purchase separate bidding documents.
- KMU may increase or decrease quantities of vehicles as per KPPRA rules.
- If the successful bidder fails to supply the specified vehicals with all requirement i.e. driver, fuel etc. within the stipulated period, KMU reserves the right to award contract to the 2nd (second) lowest bidder and forfeit bid security of the first lowest bidder.
- A Call Deposit/Banker's Cheque /Pay Order equal to 2 % of the quoted value must accompany the bid otherwise bid will be considered as nonresponsive. The Call Deposit /Banker's cheque/pay order should be in favor of the Director ORIC, Khyber Medical University, and Peshawar. The Call Deposit amount should be deposited on formula as Unit price x qty required= $b * 2 \%$. Cheques and insurance guarantees will not be accepted. The call deposits shall be verified before the preparation of comparative statements and if found fake, legal action will be taken against the firm as per rules. Each page of the bidding documents must be signed and stamped before submission to Khyber Medical University.

- Bid Security of bidders who do not technically qualify shall be returned without opening of their financial bid.
- Copies of registration with income tax, sales tax and clearance of Excise & Taxation department of Khyber Pakhtunkhwa. Income Tax, General Sales Tax and stamp duty will be deducted from the Rental Service Provider as per government rules.
- The approved suppliers will be responsible for the replacement of spare parts free of cost during the guarantee period, which should be mentioned in the quotation and should be at least two years. In this regard a contract / agreement will have to be signed between the Rental Service Provider and KMU.
- In case of fraudulent practice by the supplier, strict action will be taken against the Rental Service Provider i.e. forfeit of security and call deposit amount and penalty.
- No partial payment will be made against partial supply/ delivery.
- The successful service provider will have to make an agreement on stamp papers for the supply of the items according to the Contract.

Section – III**Specifications/ Requirement**

Lot	Description	Quantity Required	Duty Area
1	HIACE, Engine Capacity 2494-2755, 16 Valve DOHC with VVT-i, or a 2KD-FTV, Diesel engine, 2494cc, 16 Valve DOHC. Model/Year of Manufactured 2012-2020 AC Functional or above Toyota, or equal (With Driver and with petrol on monthly basis)	07	KMU main campus Hayatabad Peshawar to Chamkani and Back to Hayatabad
2	HIACE, Engine Capacity 2494-2755, 16 Valve DOHC with VVT-i, or a 2KD-FTV, Diesel engine, 2494cc, 16 Valve DOHC. Model/Year of Manufactured 2012-2020 AC Functional or above Toyota, or equal (With Driver and with petrol on monthly basis)	07	KMU Swabi Campus to Chota Lahore aand

Note: Also attach the technical bids/Specifications in MS Word format in Flash Drive.

Section – IV BID SUBMISSION FORM (Should also be submitted on company letter head too)

To

The Director ORIC
Khyber Medical University
Peshawar

Enclosed please find the offer to execute the contract for provision for vehicle hiring Service accordance with the conditions of agreement accompanying this bid for the price of. We accept to supply the items within time mentioned in the supply order on the rate approved by the purchase committee. . This bid and your written acceptance will constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive. We hereby confirm that this bid complies with the validity of the bid required by the proposal documents. We are bound to make supply of items to Khyber Medical University during the stipulated time of supply order at the rate approved.

1. Name of Service provider: _____
2. Address of Service provider: _____
3. Phone Number of Service provider: _____
4. Fax No. _____
5. Name of the authorized person: _____
6. Signature: _____
7. Designation of authorized person: _____
8. Stamp of the Supplying Agency: _____
9. Dated: _____

BID Form

Lot	Description	Per vehicle rate on monthly basis (inclusive of all taxes and all transportation, fuel, driver, parking, carriage, handling and all other costs)
1	HIACE, Engine Capacity 2494-2755, 16 Valve DOHC with VVT-i, or a 2KD-FTV, Diesel engine, 2494cc, 16 Valve DOHC. Model/Year of Manufactured 2012-2020 AC Functional or above Toyota, or equal (With Driver and with petrol on monthly basis) KMU main campus Hayatabad Peshawar to Chamkani and Back to Hayatabad	
2	HIACE, Engine Capacity 2494-2755, 16 Valve DOHC with VVT-i, or a 2KD-FTV, Diesel engine, 2494cc, 16 Valve DOHC. Model/Year of Manufactured 2012-2020 AC Functional or above Toyota, or equal (With Driver and with petrol on monthly basis) KMU Swabi Campus to Chota Lahore aand	

Note: Also attach the technical bids/Specifications in MS Word format in Flash Drive.

Section – V

FORM OF CONTRACT AGREEMENT

This agreement made on this day _____ of _____ 2024 between the Khyber Medical University, Peshawar (herein after called the Purchaser) of the one part and _____ (herein after called the Service provider) of the other part.

Whereas the Purchaser invited bids for certain supply of Service Provider and has accepted a Bid by the Service provider/Rental Service Provider for the supply of those equipment's/Machinery /Furniture/ Goods. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- The following documents shall be deemed to form and be read as construed as part of this agreement viz:
 - The purchasers Notification to the Rental Service Provider of Award of Contract (Supply Order)
 - The form of Bid and the price schedule submitted by the Service provider/Supplier;
 - APPENDICES to BID.
- The successful Rental Service Provider shall be bound to supply the required items at approved rates within 30 days for Local Items and 90 days for Imported Items of the receipt of supply order. In case of delay in supply within stipulated time the penalty @ 1% per 15 days for first 30 days and thereafter @ 2% per 15 days in the subsequent period.
- The item if found sub-standard or if not according to specification shall be replaced free of cost by the Supplier.
- The Service provider /Rental Service Provider shall be bound to deliver and install the approved medical equipment's at the Site of installation at their own cost. However, the pre-requisite for the installation will be provided by the University.
- Strict action will be taken against the Rental Service Provider in case of any fraudulent practice by the supplier.
- The Service provider /Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate the equipment / machinery deliver upon full fill recent of all the obligations stipulated in the Contract. The payment to the Rental Service Provider will be made from the by Purchaser after installation and inspection by technical committee and satisfactory report by end-users.
- The Service provider/Rental Service Provider is responsible for all taxes according to the laws of the Islamic Republic of Pakistan and Khyber Pakhtunkhwa Province.

- The Service provider /Rental Service Provider shall be responsible for deduction of 1% stamp duty while executing the contract as per Provincial Assembly Notification No. PA/NWFP/legis-1/2001/13723 dated 7/07/2007 regarding finance bill article No.22 (A) (B).
- **Warranty:**
 - The Service provider /Rental Service Provider warrants that all the good are new, unused and of the most recent or current models and that they incorporate all recent improvements in design and materials.
 - The Service provider /Rental Service Provider further warrants that the goods shall be free from defects arising from any act or omission of the Rental Service Provider or arising from design, materials and workmanship, under normal use in the condition prevailing in Khyber Pakhtunkhwa.
 - The warranty shall remain valid for twelve (12) months after the goods have been delivered to and accepted by the Purchaser.
 - The KMU shall give Notice to the Rental Service Provider stating the nature of any such defects together with all available evidence thereof; promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Rental Service Provider to inspect such defects.
 - Upon receipt of such Notice, the Rental Service Provider shall, within fifteen (15) days expedition replace the defective goods or parts thereof, at no cost to the Purchaser.
 - If having been notified the Rental Service Provider fails to remedy the defects within the stipulated period, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the suppliers risk and expense and without prejudice to any other rights which the purchaser may have against the Rental Service Provider under the contract.
 - The KMU Technical / Inspection Committee of University shall have the right to inspect / test the goods to confirm their conformity to the contract specification. The inspection and test may be conducted in the premises of KMU. The Rental Service Provider shall provide all reasonable assistance, including access to drawings and production data, at no change to the Purchaser.
 - The purchaser may reject any equipment / machinery that fail to pass any test and / or inspection on do not conform to the specifications. The Rental Service Provider shall replace the rejected equipment at no cost to the Purchaser and shall repeat the test or Inspection.
- **Termination:** Termination for default:

The Purchaser, without prejudice to any other remedy for breach of contract by notice of default sent to the supplier, may terminate the contract in whole or in part.

- If the Rental Service Provider fails to deliver any or all of the goods within the period specified in the contractor.
- If the Service provider /Rental Service Provider fails to perform any other obligation under the contract.

In the event the purchaser terminates the contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate Goods or related services similar to those undelivered or not performed, and the Rental Service Provider shall be liable to the purchaser to any additional costs for such similar goods.

- If the supplier, in the judgment of the purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the contract.
- **Assignment:** The Rental Service Provider shall not assign, in whole or in part its obligation under the contract.

Party – 1

(Director ORIC)

Party – 2 (The Supplier)

Name of Supplier: _____

Address of Supplier: _____

Phone Number of Supplier: _____

Fax No. _____

Name of the authorized person: _____

Signature: _____

Designation of authorized person: _____

Stamp of the Firm: _____

Dated: _____

Witness No. 1

Witness No. 2

Name: _____

Name: _____

Signature: _____

Signature: _____

CNIC No: _____

CNIC No: _____

Section – VI

DELIVERY TIME

The successful Service provider /Rental Service Provider / firm will be bound to provide services and per requirement mentioned in specifications section required items within 30 days the receipt of supply order.

Section – VII QUALIFICATION CRITERIA

As per section-II (term & conditions)

Section – VIII

BID VALIDITY

The price bid will remain valid up to 31-12-2024.