



STANDARD BIDDING DOCUMENTS

FOR

THE PROCUREMENT OF PHOTOCOPIER

Procurement Ref No: *HCC/HO/PCs/2022*

Last Date/Time for Submission: *06th Sept. 2022 at 12:00 hrs*

Bid Opening Date/Time: *06th Sept. 2022 at 12:30 hrs*

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.

KHYBER PAKHTUNKHWA HEALTH CARE COMMISSION

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TABLE OF CONTENTS

S #	Contents
1.	Introduction
2.	Instruction To Bidders
3.	Eligibility Criteria
4.	Price
5.	Evaluation Criteria
6.	Bid Security
7.	Signing of Contract
8.	Bid Validity
9.	General Condition
10.	Invitation for Bids
11.	Statement of Requirement with Specification
12.	Blacklistment of Defaulted Bidder/Contractor
13.	Redressing of Grievances
14.	Payment
15.	Form of Contract
16.	Term & Conditions

1. INTRODUCTION:

Khyber Pakhtunkhwa Health Care Commission (KP HCC) Head Office, Peshawar invites sealed bids from the eligible bidders Firm/Company/Distributor for procurement of **Photocopier** for its Head Office in Peshawar through open Competitive Bidding under rule 6(2) (a) "**Single Stage One Envelope**" bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

Description	Dates
Last date and time for Bid submission	06-09-2022 12:00 hours
Bid Security	2% of the total bid value
Tender Process	Single Stage One Envelope

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. Bids will be opened on **06-09-2022** at **12:30 hours** by the committee in presence of the bidders/representatives who may choose to attend.
3. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
4. 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.
5. The bid should be complete in all respect and must be signed by the bidder.
6. All prices quoted must be in Pak 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.
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. Any bid not received as per terms and conditions laid down in this document are liable to be ignored/disqualified. 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 Govt. Department:
 - g. Only typed tender on original prescribing letter pad, sealed & signed (Every Page) should be submitted, the quoted Price must be preprinted and hand written quoted price will not be acceptable. The tender must be according to the specifications of KP HCC; alternate rates will not be acceptable.
10. Usage of correction fluid & corrections are strictly prohibited unless duly initialed.
11. Any erasing/cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
12. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
13. In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.
14. Any direct or indirect effort by a bidding firm to influence this commission during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the KP HCC Peshawar's future bidding process.

3. ELIGIBILITY CRITERIA:

- Submission of supporting documents to the below requirements is mandatory. Failing to submit any of the below document shall result in non-responsiveness of the bidder.
 - I. Firm/Company/Manufacturer/ Individual registered with relevant legal/professional body; (Attach certificate of registration)
 - II. Authorized Distribution Certificate
 - III. Registered with FBR and on Active Tax Payer List (ATL) of FBR; (Attach certificate of registration)
 - IV. Registered with Khyber Pakhtunkhwa Provincial Revenue Authority in sale tax on services; (Attach certificate of registration)
 - V. Successfully completed at least three (03) similar contracts, (Attach contract agreements/completion certificates)
 - VI. An affidavit on stamp paper duly attested by the Oath Commissioner to the effect that the firm has not been blacklisted by any Federal or Provincial Public Entity.
 - VII. Bid Security 2% of the total bid value as CDR.

4. PRICES: -

The unit rate and the prices to be quoted by the bidder shall be in Pak Rupees. The bidder shall fill in rates and prices for all items of the Statement of Requirement with Specification. Items against which no rate or prices is entered by the bidder will not be paid for by the Employer when the contract is executed and shall be deemed to be covered by rates and prices for other items in the Statement of Requirement with Specification. All duties, taxes and other levies payable by the Contractor under the Contract shall be included in the rates and prices and the total Bid Price submitted by the bidder. The total sum (Bid Price) in Statement of Requirement with Specification shall be Contract Value. The rates and prices are fixed and are not subject to change during currency of the contract. In evaluating the bid, the Employer will adjust for any arithmetical errors as follows:

- ✓ where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- ✓ where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

5. EVALUATION CRITERIA

Offers having no reservations to the terms and conditions, and meeting the requirements regarding Statement of Requirement with Specification and documentation mentioned paragraph 03 above shall be declared as substantially responsive. The KP HCC shall evaluate and compare the prices of only those quotations determined to be substantially responsive.

6. BID SECURITY:

- (a) Bid security @ 2% of the total bid value in shape of Call Deposit Receipt (CDR) from the account of bidder who wish to submit bid from scheduled bank of Pakistan in the name of Khyber Pakhtunkhwa Health Care Commission Peshawar shall be submitted with the bid. Bids not accompanied by compliant bid security shall be rejected as non-responsive;
- (b) Bid Security of the unsuccessful bidders shall be released as promptly as Possible once the successful Bidder signs the Contract Agreement;
- (c) The bid security of successful bidder shall be returned after the completion of contract;
- (d) The Bid security shall be forfeited:
 - ✓ If a bidder withdraws his bid during the period of bid validity; or
 - ✓ If a bidder doesn't accept the correction of his Bid Price, pursuant to Para above; or
- (e) In the case of a successful bidder, if he fails to:
 - ✓ Sing the Contract Agreement in accordance with Para below;

7. SIGNING OF CONTRACT:

- (a) Promptly after issuance of Letter of Award, the KP HCC shall send the successful Bidder the Form of Contract.
- (b) Within a week of the receipt of the Form of Contract, the successful Bidder shall sign, date, and return it to the KP HCC.

8. BID VALIDITY:

- i) The bids should be valid up to 30-6-2023.
- ii) In exceptional circumstances, KP HCC 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. GENERAL CONDITIONS: -

1. KP HCC Peshawar shall evaluate the proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
2. Alternative bid shall not be considered and shall be rejected by the Compete Authority.
3. At any time prior to the deadline for submission of bids, KP HCC Peshawar may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
4. If a bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

5. Khyber Pakhtunkhwa Health Care Commission Peshawar may accept or reject any or all of the bids under KPPRA Rules, 2014.

10. INVITATION FOR BIDS

Khyber Pakhtunkhwa Health Care Commission (KP HCC) Head Office, Peshawar invites sealed bids from the eligible bidders Firm/Company/Distributor for procurement of **Photocopier** for its Head Office in Peshawar through open Competitive Bidding under rule 6(2) (a) "**Single Stage One Envelope**" bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

The bidders are required to submit bid security at **2% of the total bid value** in the name of Khyber Pakhtunkhwa Health Care Commission Peshawar. The bids complete in all aspects must reach the undersigned by **12:00 hrs** on **06-09-2022**, which will be opened at **12:30 hrs** on the same day in Committee room of the KP HCC in presence of the Committee and the bidders/representatives who may choose to attend.

Authority Khyber Pakhtunkhwa Health Care Commission reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

11. STATEMENT OF REQUIREMENT WITH SPECIFICATION

Office Photocopier list 2022

S #	ITEM NAME & SPECIFICATIONS	QTY	Unit price inclusive of taxes																										
1.	<p>Photocopier Heavy Duty</p> <table border="1" data-bbox="304 510 986 1346"> <tr> <td>Condition</td> <td>New (With Warranty)</td> </tr> <tr> <td>Printing Speed</td> <td>55 ppm</td> </tr> <tr> <td>Copy Speed</td> <td>55 cpm</td> </tr> <tr> <td>DPI</td> <td>12,000 x 12,000</td> </tr> <tr> <td>Toner Life</td> <td>40,000 to 50,000 Prints</td> </tr> <tr> <td>AIO Functions</td> <td>Print, copy, scan, digital send</td> </tr> <tr> <td>Scan Size max</td> <td>ADF: 11 x 17 in (297 x 420mm)</td> </tr> <tr> <td>Durability Ratings</td> <td>Monthly page volume: 5,000 to 10,000 pages</td> </tr> <tr> <td>Paper</td> <td>A3, A4, A5</td> </tr> <tr> <td>Duplex Print Options</td> <td>Automatic (standard)</td> </tr> <tr> <td>Media Types</td> <td>Paper (plain, light, bond, recycled, mid-weight, heavy, extra heavy, mid-weight glossy, heavy glossy, extra heavy glossy, cardstock, card glossy), color transparency, labels, letterhead, envelop, preprinted, user-defined</td> </tr> <tr> <td>Connectivity</td> <td>Gigabit LAN, USB, Network</td> </tr> <tr> <td>Tray</td> <td>4 Trays (1 By Pass)</td> </tr> </table>	Condition	New (With Warranty)	Printing Speed	55 ppm	Copy Speed	55 cpm	DPI	12,000 x 12,000	Toner Life	40,000 to 50,000 Prints	AIO Functions	Print, copy, scan, digital send	Scan Size max	ADF: 11 x 17 in (297 x 420mm)	Durability Ratings	Monthly page volume: 5,000 to 10,000 pages	Paper	A3, A4, A5	Duplex Print Options	Automatic (standard)	Media Types	Paper (plain, light, bond, recycled, mid-weight, heavy, extra heavy, mid-weight glossy, heavy glossy, extra heavy glossy, cardstock, card glossy), color transparency, labels, letterhead, envelop, preprinted, user-defined	Connectivity	Gigabit LAN, USB, Network	Tray	4 Trays (1 By Pass)	1	
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Tray	4 Trays (1 By Pass)																												

2	Photocopier Light Duty		1	
	Condition	New (With Warranty)		
	Printing Speed	30 to 35 ppm		
	Copy Speed	30 to 35 cpm		
	DPI	6,000 x 6,000		
	Toner Life	25,000 to 30,000 Prints		
	AIO Functions	Print, copy, scan, digital send		
	Scan Size max	ADF: 11 x 17 in (297 x 420mm)		
	Durability Ratings	Monthly page volume: 5,000 to 10,000 pages		
	Paper	A3, A4, A5		
	Duplex Print Options	Automatic (standard)		
	Media Types	Paper (plain, light, bond, recycled, mid-weight, heavy, extra heavy, mid-weight glossy, heavy glossy, extra heavy glossy, cardstock, card glossy), color transparency, labels, letterhead, envelop, preprinted, user-defined		
	Connectivity	Gigabit LAN, USB, Network		
	Tray	4 Trays (1 By Pass)		

Total price inclusive of taxes

Note: Bidder must have quoted for all the above items. Items against which no rate or prices is entered/quoted by the bidder will not be paid for by the KP HCC when the contract is executed and shall be deemed to be covered by rates and prices for other items in the Statement of Requirement with Specification.

12. BLACKLISTMENT OF DEFAULTED BIDDER/CONTRACTOR

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;

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

Conditions for debarment of Defaulted Bidder/Contractor

- ✓ Failure or refusal to;
- ✓ Accept Purchases Order / Services order terms;
- ✓ Make supplies as per specifications agreed:
- ✓ Fulfill contractual obligations as per contract
- ✓ Non execution of work as per terms & condition of contract.
- ✓ Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- ✓ Persistent and intentional violation of important conditions of contract.
- ✓ Non-adherence to quality specifications despite being importunately pointed out.
- ✓ Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the Khyber Pakhtunkhwa Health Care Commission Peshawar.

Procedure for blacklistment and debarment

1. Competent authority of Khyber Pakhtunkhwa Health Care Commission may on information, or on its own motion, issue show cause notice to the bidder.
2. The show because 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-party 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 KPPRA 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.

13. 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 redressed Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint. The report along with decision shall be forwarded to the purchaser officer within the prescribed period.
4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
5. Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance.

14. Payment:

- a. No advance payment will be permissible.
- b. The payment will be made after successful supply, installation/inspection and test run of all requisite items.

15. FORM OF CONTRACT

Name of Contract: Photocopier for Khyber Pakhtunkhwa Health Care Commission (KP HCC)

Contract Number: HCC/HO/PCs/2022

This Contract is made at Peshawar, this _____ day of _____, 2022 between

Khyber Pakhtunkhwa Health Care Commission (KP HCC) on the one part (hereinafter called the Employer)

and _____ (hereinafter called the Contractor) on the other part.

Whereas the Employer has called for Invitation for Bids for “**Photocopier for Khyber Pakhtunkhwa Health Care Commission (KP HCC)**” to be performed by the Contractor viz Contract “**Photocopier for Khyber Pakhtunkhwa Health Care Commission KP HCC**” (hereinafter called “the Contract” and the Contractor has submitted a Bid for the Contract and the Employer has accepted the Contractor’s Bid dated _____ for the execution and completion of the Contract and the remedying of any defects therein. Khyber Pakhtunkhwa Health Care Commission (KP HCC) has accepted the bid under contract at the sum of PKR _____ (in words) and _____ (in figures), hereinafter called “the Contract Price”.

Now this Contract witnesses as follows;

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz;
 - (i) The Letter of Award
 - (ii) Terms and conditions
 - (iii) Bid Solicitation Documents
 - (iv) Statement of Requirement with Specification
3. The Contractor hereby covenants to execute the Works fully described in the contract in a professional and workmanship like manner in accordance with the Terms and Conditions of the Contract.

In witness whereof the parties thereto have caused the Contract to be executed the day and year first before written.

Signature and seal of the KP HCC:
FOR AND BEHALF OF
Name of Authorized Representative

Signature and seal of the Contractor:
FOR AND BEHALF OF
Name of Authorized Representative

15. Terms and Conditions

Name of Contract: Photocopier for Khyber Pakhtunkhwa Health Care Commission Peshawar.

Contract Number: HCC/HO/PCs/2022

Completion Period: Rate Contract/Frame Work Agreement.

DEFINITIONS:

- a. **'Consideration'** means the price payable to the Second Party by the First Party under this Agreement Deed for the full and proper performance of its contractual obligations.
- b. **'Equipment'** means all of the equipment, machinery, and/or other materials which the Second Party is required to supply to the First Party under this Agreement Deed.
- c. **'Services'** means those services ancillary to the supply of the Equipment, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Second Party.
- d. **'Project Site'** where applicable, means the place or places named in this Agreement Deed.
- e. **'Day'** means a calendar day.
- f. **'Corrupt Practice'** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- g. **'Fraudulent Practice'** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- h. **'Force Majeure'** means an event beyond the control of the Parties and not involving the Parties fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the First Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

1. Prices contained in the Form of Quotation shall remain firm and fix and not subject to any adjustment during currency of the contract.
2. Upon delivery, the Supplier shall provide the following documents to the Purchaser:
 - (i) Manufacturer's warranty certificate (where applicable);
 - and
 - (ii) Certificate of origin (where applicable).
3. The Contractor shall confirm compliance with the specifications mentioned in the Statement of Requirement with Specification.
4. The Contractor remedies all defects without any cost to Employer within 07 days of notification by the Manager/Officer in charge to be notified by the Employer during the period of execution of the contract and thereafter defects notified within the defect liability period;
5. The Employer reserves the right to terminate the contract due to unsatisfactory performance within 10 working days after giving a written notice.
6. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Manager/Officer in charge shall certify that the contract has been frustrated. In such an event, both the Employer and Contractor will have a right to terminate the contract by giving 10 working days' notice to the other party without any financial repercussions on either side.
7. Payments after termination or frustration shall consider the value of work completed and materials delivered by the Contractor;
8. The Contractor will in all cases abide by the directions of the Manager/Officer in charge.
9. No part of the works shall be subcontracted without prior approval of the Employer.
10. New items of work performed as ordered by the Manager/Officer in charge will be paid at the mutually agreed rate and in case of any disagreement between the Contractor and the Manager/Officer in charge, the latter will fix the unit rate(s) that will be binding on the Contractor;
11. The Law governing the contract shall be applicable laws of Islamic Republic of Pakistan;
12. The Contractor shall be responsible for the safety of all the activities and any damages to the existing infrastructure on the Site. Contractor shall be responsible for the repair of any damage(s) caused during execution of the contract and bringing it back the condition before damage to the satisfaction of Manager/Officer in charge.
13. During execution of Contract, the Photocopier Evaluation Committee will carry out inspection to verify that supply Items are in accordance with the required specifications
14. The Contractor is responsible for all taxes, duties, levies, etc. in accordance with the laws of the Islamic Republic of Pakistan; and
15. The disputes between the Employer and the Contractor arising between them under or in connection with the Contract shall be resolved amicably. In the event the dispute remains unresolved between the Employer and the Contractor, the dispute shall be settled in accordance with the provision of the Arbitration Act 1940 of Pakistan.

16. Payments to the Contractor shall be made after completion of supply.
17. The defect liability period will be (06) months after taking over of all completed supply under the Contract by the Employer.
18. All Appliances/Goods provided by the Contractor under the Contract shall be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Employer.
19. The contractor shall provide manufacturer's or supplier's warranty certificate and certificate of origin with the delivered goods.

20. In case the Second Party failed to complete the supply till the due date i.e. 90 days from issuance of Purchase Order for items to be imported, 60 days for item to be local manufacturer and 30 days for items locally available, a penalty as per detail below will be charged from the Second Party;
 - a. Penalty @ 2% for late supply till 15 days after the due date.
 - b. Penalty @ 5% for late supply beyond 15 days after the due date

21. The Second Party shall be responsible for the transportation of the Equipment and the transportation charges incurred thereof. The Second Party shall complete the supply and installation of goods within the stipulated period as mentioned in the supply order (Imported Items) from the date of execution of this agreement or as extended or reduced by the First Party. In case of failure of Second Party to supply the goods within the stipulated period, the First Party will be at liberty to make an alternate arrangement at the risk and cost of Second Party and the Second Party shall be liable to pay the entire cost/amount to the alternate supplier according to the demand of the First Party. In the event of commuting a default the First Party will be at liberty to take any civil/criminal legal action against the Second Party in accordance with law. A fine up to ten percent (10%) of the Consideration shall also be inflicted against the Second Party.

22. The Second Party shall be responsible for any defect in goods or supply of goods. The entire goods will be free of any charges and encumbrance of what so nature and the First Party or its agent will be authorized at all reasonable time to view, check and examine the conditions of the supplied Equipment.

23. The First Party will be at liberty, at all times and shall have the right to return the Items, provided/delivered by the Second Party with regard to quality, quantity, value or otherwise fitness for use. Notwithstanding anything contained hereinabove, it is hereby agreed by both Parties that the First Party at all times be at liberty and shall have the right to cancel, increase or reduce the quantity, without assigning any reason.

24. If a Force Majeure situation arises, the Second Party shall promptly notify the First Party in writing of such condition and the cause thereof. Unless otherwise directed by the First Party in writing, the second Party shall continue to perform its obligations under this Agreement Deed as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.