



**MEDICAL TEACHING INSTITUTION
MARDAN MEDICAL COMPLEX, MARDAN
Ph.: (0937) 9230612, 9230431- Fax: 9230397**



BID SOLICITATION DOCUMENTS

MAINTENANCE & SUPPORT SERVICE LEVEL AGREEMENT (SLA)

For DATA CENTER & ALLIED EQUIPMENT

at
MMC
MTI - Mardan Medical Complex Mardan (MARDAN)

Pre-bid Date & Time: - 10:00 AM 21-01-2025 (Tuesday)

Bid Submission Date & Time: - 02:00 PM 30-01-2025 (Thursday)

Bid Opening Date & Time: - 02:30 PM 30-01-2025 (day)

(BSD after Pre-bid Meeting)

Note: Prospective bidders are expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by **MTI - Mardan Medical Complex Mardan (MARDAN)** and mentioned in this Bid Solicitation Document or submission of a Bid not substantially responsive to the Bid Solicitation Document in every respect would result in the rejection of the Bid.

INTRODUCTION:

Medical Teaching Institution Mardan Medical Complex (MTI- MMC) located at Nowshera Road, near Sheikh Maltoon Town, **Mardan, Khyber Pakhtunkhwa** was established under Khyber Pakhtunkhwa Medical Teaching Institutions Reforms Act, 2015 to improve performance, enhance effectiveness, efficiency and responsiveness for the provision of quality healthcare services to the people of the Khyber Pakhtunkhwa,

Medical Teaching Institution Mardan Medical Complex (MTI- MMC) invites sealed bids from the eligible reputed firms for **Maintenance & Support Service Level Agreement (SLA) for Data Center & Allied Equipment**, through Open Competitive Bidding under “**Single Stage Two Envelope**” procedure of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KP-PPRA) Rules 2014.

1) INSTRUCTION TO BIDDERS:

- 1.1 This Bidding shall be carried out in light of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KP-PPRA) Law, Rules made there under along with Standard Bidding Documents.
- 1.2 Sealed bids along with the Bid Security of **Rs. 1,000,000/- (PKR ONE Million Only)** in the form of Demand Draft (DD) / Call Deposit Receipt (CDR) / Pay Order or Bank Guarantee in the name of Hospital Director, MTI MMC Mardan, must reach the undersigned not later than **02:00 PM on 30-01-2025 (Thursday)**. Only Technical bids shall be opened before the Procurement Committee on the same date at 02:30 PM in the presence of bidders / representatives, who may choose to attend and witness the opening of the Technical bids. Financial bids of only technically qualified bidders will be opened while the financial bids of technically unqualified bidders will be returned unopened.
- 1.3 **PRE-BID MEETING** with the interested bidders will be held on **21-01-2025 (Tuesday) at 10:00 AM** in the conference room of the Administration Block.
- 1.4 All bids should be complete in all and every respect and every page should be signed by the bidder.
- 1.5 All prices quoted should be in Pak Rupees (PKR) inclusive of all Government applicable taxes.

- 1.6 Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
- 1.7 An affidavit is mandatory in the technical bid stating that the bid security is placed in the financial bid.
- 1.8 For any query, clarification regarding Services / Bid Solicitation Documents, the applicants may send a written request at least three days prior to the opening date.
- 1.9 At any time prior to the deadline for submission of bids, MTI-MMC Mardan 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.
- 1.10 Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for active and timely communication.
- 1.11 The Bidder may after its submission withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.
- 1.12 The bidder must provide the original receipt showing that they have paid Rs. 3,000 for the Bid Solicitation Document. In case the bidder is unable to provide the original receipt, they may submit a **bank draft** / scan copy of the receipt of the same amount (Rs. 3,000) with the technical bid.
- 1.13 Any bid not received as per the terms and conditions laid down in this document is liable to be ignored. No offer shall be considered if:
- a. Received without Affidavit / Bid Security;
 - 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 required, or linking quoted rates in PKR to currency fluctuations etc.;
 - f. The offer is from blacklisted firm in any Federal / Provincial Govt. Dept.:
- 1.14 Partial services shall NOT be accepted, the bidders are liable to quote all the service given in the scope of services.
- 1.15 All expenses related to participation in this bidding process shall be borne by the bidder.
- 1.16 Bids will be rejected if the Bid is in some way connected with bids submitted

under names different from his own.

1.17 Any erasing / cutting etc. appearing on the offer, must be properly signed by an authorized signatory from the firm.

1.18 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.

1.19 In case of Bid Tie, the competent authority may award the contract to the firm that secures technical score higher than the competitor(s).

1.20 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 the MMC's future bids.

2) BID SECURITY & PERFORMANCE GUARANTEE:

2.1 Bids must be accompanied with a bid security @ **Rs. 1,000,000/- (PKR ONE Million Only)** in the shape of a Demand Draft (**DD**) / Call Deposit Receipt (**CDR**) in favour of "Hospital Director, MTI MMC Mardan".

2.2 Bid Security of the successful bidder shall be retained as performance guarantee which shall be released after completion of contract period.

2.3 The bid security may be forfeited:

i) If a bidder withdraws its bid during the period of bid validity i.e 120 days from date of opening technical bids.

Or

ii) In case the contractor does not perform his obligations.

3) BID VALIDITY:

3.1 The bids should be valid for a period of One Hundred and Twenty (120) Days from the date of the technical bid opening.

3.2 In exceptional circumstances, MTI MMC may solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto 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.

4) SITE INSPECTION: -

4.1 Bidders or their designated representatives may visit the Data Center before submission of their bids, however before the visit, the interested Bidders will have to coordinate the visit program with Manager IT, MTI-Mardan.

4.2 Photography during the site inspection is not allowed.



Eligibility Criteria / Mandatory Requirements

Bidders must give compliance to the below mentioned clauses as these are mandatory to being Eligible for the bidding process. Relevant certificates / documents must be attached.

S #	Description	Remarks	
	Knock Out Clauses	YES	NO
1.	Registration with NTN /Valid Income Tax Registration/ Valid Sales Tax Registration. Note: - (Provide copy of certificate of incorporation)		
2.	Registration with KP Revenue Authority (KPRA)		
3.	Should be reflected on Active Taxpayer List (ATL) of FBR / KP Revenue Authority		
4.	The bidder Should have minimum (05) Five years relevant experience		
5.	The bidder should be an authorized partner of the Original Equipment Manufacturer (OEM) for the quoted equipment along with authorization letter from OEM for Participation in this bid.		
6.	The bidder must have deployed at least 1 tier-3 certified data center.		
7.	This undertaking should be tender specific. Submission of undertaking on legal valid and attested stamp paper that the firm is NOT BLACKLISTED by any Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.		
8.	The bidder has NOT been defaulter / insolvent nor bankrupt in the past from any government department or financial institution.		
9.	Joint Venture / Consortium	Not Allowed	

TECHNICAL EVALUATION CRITERIA

Note: -

- i. All the relevant certificates / documents must be attached where required. No documents / certificates (affecting the marks) shall be entertained / permitted, once technical bids are opened.
- ii. Qualification Marks for financial bid opening are **70 out of 100** marks.
- iii. Contract will be awarded to the firm quoting the lowest rates and meeting all the criteria & services required, as given in the scope of services.

S#	Range	Marks	Remarks / Documents attached
1)	Relevant Experience (Provision of SLA)		
	<ul style="list-style-type: none"> • Providing / Provision of the Service Level Agreement for 5 or more Data Center / IT Support Solutions (20 marks) • Providing / provision of the Service Level Agreement for 3 or more Data Center / IT Support Solutions. (10 marks) • Providing / provision of the Service Level Agreement for at least 02 years. (05 marks) <p>All Should be authorized Data Center providers of an OEM.</p>	Total (20)	SLA (Verifiable) Documents Required
2)	Data Center Deployment		
	<ul style="list-style-type: none"> • Deployed 5 or more Data Center Solutions. (20 marks). • Deployed 3 or more Data Center solutions. (10 marks). • Deployed at least 2 Data Center solutions (05 marks). 	Total (20)	Relevant (Verifiable) Documents Required
3)	Certified Engineers in Relevant Field (Human Resource)		

S#	Range	Marks	Remarks / Documents attached
	<ul style="list-style-type: none"> • Minimum 2 x Certified Data Center Professionals, 1 x Project Management Professional (PMP), 2 each x Huawei Certified Network & Storage Engineers (20 marks) • Minimum 1 x Certified Data Center Professional, 1 x PMP, 1 each x Huawei Certified Network & Storage Engineers (10 marks) • Minimum 1 x Certified Data Center Professionals, 1 each x Huawei Certified Network & Storage Engineers (05 marks) 	Total (20)	Verifiable Documents Required
4)	ISO CERT. / TEACHING HOSPITAL EXP.		
	<ul style="list-style-type: none"> • Valid ISO Certificate 9000, 20000, 27000 certification (10 marks) • Teaching / Research level institution Experience (03 marks/institution maximum 06 marks) • Head office / Sub-office < 200 KM range (04 marks) OR • Head office / sub-office > 200 KM range (03 marks) 	Total (20)	Relevant Documents Required
5)	FINANCIAL TURNOVER		
	<p>Minimum Average Annual Turnover of Rs. 300 million (Firm must submit audited reports of last three years). Highlight turnover in Audited Report (20 marks)</p> <p>Minimum Average Annual Turnover of Rs. 200 million (Firm must submit audited reports of last three years). Highlight turnover in Audited Report (10 marks)</p> <p>Minimum Average Annual Turnover of Rs. 100 million (Firm must submit audited reports of last three years). Highlight turnover in Audited Report (05 marks)</p>	Total (20)	Relevant Documents Required

5) SCOPE OF SERVICES / STATEMENT OF REQUIREMENT

- 5.1 Specifications of Installed infrastructure of Data Center, Complete equipment list along with model, manufacturer, quantity and technical details are attached at Annex-D.
- 5.2 Payment will be made quarterly in arrears, on the basis of quarterly reports as per satisfaction report of Manager IT. However, payment for licenses will be made on confirmation of license activation.
- 5.3 Bidder shall ensure On-Site services including onsite Configuration, Installation etc. on the successful execution of SLA.
- 5.4 Bidder shall provide maintenance of Data Center quarterly which includes health check and warning reports of IT equipment and their resolutions to MMC or on call basis if required.
- 5.5 Parts as and when required will be provided by the bidder.
- 5.6 All parts replacement or issue rectification will be made within Two days to resolve the issue.
- 5.7 List of IT Equipment installed in the data center is mentioned in Annex – D, however, MMC can increase or decrease the quantity of required BOQ at the time of signing the contract.
- 5.8 The vendor will not be responsible for any damage due to Force Majeure like natural calamities, flood, earthquake or factors beyond MTI MMC control.
- 5.9 The bidder shall quote all the requisite services (with major parts separately) mentioned in the list given below. However at the time of contract MTI Mardan may increase or decrease the scope of work.
- 5.10 Payment will be made on quarterly basis. In arrears for the initial contract of one year period that may be extended on revised terms and conditions for the next three Years as agreed by both parties. However, payment for licenses will be made on confirmation of license activation.
- **Hardware Support:** Vendor will provide hardware diagnosis for supported

equipment.

- **Reporting:** Uptime reporting of all system will be provided to MMC on requirement basis. Root cause for any outage will be provided to the MMC, where ask for.



LIST OF INSTALLED EQUIPMENT

Note: - The bidder shall quote its financial bid against each object (including all applicable taxes) mentioned below,

S#	Object Description	Make	Qty
1.	Ocean Store SAN Storage: 2600 V3 (64TB)	Huawei	02
	2600 V3 (2U, Dual Ctrl, AC,32GB,2*6*GE, 25*2.5", SPE23C0225)		02
	960GB SSD SAS Disk Unit (2.5")		04
	Data Protection Software Suite License (Including HyperSnap, HyperCopy, HyperClone, and HyperMirror) _Hi-Care Application Software Upgrade Support Service OceanStor 2600 V3 Data Protection Software suit License		02
	Hyper Replication License _Hi-Care Application Software Upgrade Support Service OceanStor 2600 V3 Hyper Replication License		02
	Basic Software License (Including DeviceManagement, SmartThin, SmartMultiTenant, SmartMigration , SmartErase, SmartMotion, SmartConfig, UltraPath, System Reporter, eService,NFS, CIFS, NDMP, SmartQuota)_Hi-Care Application Software Upgrade Support Service OceanStor 2600 V3		02
	Performance Speedup Solution Suite License (Including SmartTier, SmartCache, Smart QoS, and Smart Partition) _Hi-Care Application Software Upgrade Support Service Ocean Stor 2600 V3 Performance Speedup Solution Suite License		02
	2600 V3(2U, Dual Ctrl, AC,32GB,2*6*GE,25*2.5", SPE23C0225)_Co-Care Standard 2600 V3 Controller Enclosure	02	
2.	WLAN Controller- AC6508	Huawei	01
	AC6508 mainframe (10*GE ports, 2*10GE SFP+ ports, with the AC/DC adapter) _Co-Care Standard AC6508		
	Access Controller AP Resource License (1 AP) _Co-Care Application Software Support Service Access Controller AP Resource License (1 AP)		02
	Access Controller AP Resource License (8 AP) _Co-Care Application Software Support Service Access Controller AP Resource License (8 AP)	01	

S#	Object Description	Make	Qty
3.	Network Switches (Core)- S6720,30C, E1-24S S6720-30C-EI-24S Bundle-Co-Care Standard S6720-EI- 30	Huawei	02
4.	Network Switches (Aggregation)- S6720-50L-HI-48S 48S(48*10GE SFP+ ports, 6*40GE QSFP+ or 44*10GE SFP+ ports, 4*40GE QSFP+ ports, 2*100GE QSFP28 ports)_Co-Care Standard S6720-HI-50L	Huawei	02
5.	Router AR6280 Integrated Chassis AR6280 integrated chassis, 1*SRU slot, 4*SIC slot, 2*WSIC slot, 2*XSIC slot, 2*power slot_Co-Care Standard AR6280	Huawei	01
6.	Access Point AP4050DN AP4050DN Mainframe (11ac wave2, indoor, 2X2Dual Band, Built-in Antenna,1*GE Port) _Co-Care Standard AP4050DN	Huawei	10
7.	Access Point Huawei AC Air Engine 5761-11 / 6508	Huawei	05
8.	Rackmount 2288H V5 2288H V5 (8*2.5inch HDD Chassis, With 2*GE and 2*10GE SFP+(Without Optical Transceiver)) H22H-05(For oversea) _Co- Care Remote Support 2288/2288H V5	Huawei	02
9.	Rackmount Server- Lenovo Think System SR630 V2	Lenovo	03
10.	Firewall USG6560E AC Host (2*GE WAN+8*GE Combo+2*10GE SFP (1 AC Power)	Huawei	01
11.	Network Switches (Access)- Huawei-S5720-28X S5720-28X-PWR-LI-AC(24 Ethernet 10/100/1000 ports,4 10 Gig SFP+,PoE+,370W POE AC power support)_Co-Care Standard S5720-LI-28X-PWR	Huawei	40
12.	Network Switches (Access)- Huawei-S5735-L24P4X	Huawei	05
13.	Precision Cooling Units 3.5 Tons Netcool smart cooling system	Huawei	02
14.	Fire Suppression & Detection System- NOVEC 1230	Novec	01
15.	Online 10 KVA UPS	Huawei	02
16.	Online 5 KVA UPS	Vertiv	03

6) GENERAL CONDITIONS / GUIDELINES: -

- 6.1** Medical Teaching Institution Mardan Medical Complex (MTI- MMC) 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.
- 6.2** Alternative bid shall not be considered and shall be rejected by the Competent Authority.
- 6.3** If a bid is not substantially responsive, it will be rejected by the MMC Mardan and may not subsequently be made responsive by the bidder by correction of the nonconformity.
- 6.4** The MMC Mardan will evaluate and compare the bids which have been determined to be substantially responsive.
- 6.5** The price quoted by the bidder shall be considered as “Final Price” and No hidden / extra charges shall be claimed by the successful bidder(s).
- 6.6** Contract will be awarded to the firm quoting lowest rates meeting all the criteria & service required given in the scope of services.
- 6.7** MMC Mardan may accept or reject any or all of the bids in accordance with the rule 47 of KP-PPRA Rules 2014.

BID FORMS

BID SECURITY FORM

Whereas *name of the Bidder* (hereinafter called “the Bidder”) has submitted its bid dated *date of submission of bid* for the SLA services of *name and/or description of the services* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *name of bank* of Pakistan, having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto [name of Procuring entity] (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2025.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring entity during the period of bid validity:
 - a. fails or refuses to execute the Contract Form, if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty-eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

INTEGRITY PACT

Contract Title: “**Maintenance & Support Service Level Agreement (SLA) For DATA Center**”

M/s Firm Name hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative sub division or agency there of or any other entity owned or controlled by GoKP through any corrupt business practice.

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

M/s Firm Name certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Khyber Pakhtunkhwa and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by GoKP in this regard, **M/s Firm Name** agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an

amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **M/s** **Firm Name** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Khyber Pakhtunkhwa.

Name of Buyer / Procuring Entity

Name of Supplier

Medical Teaching Institution
Mardan Medical Complex, Mardan
Khyber Pakhtunkhwa

M/s **Firm Name**
Complete Address

Name:

Name:

Designation: Hospital Director

Designation:

Signature

Signature

SEAL

SEAL



(DRAFT)

**DATA CENTER & ALLIED EQUIPMENT MAINTENANCE & SUPPORT
SERVICE LEVEL AGREEMENT (SLA)**

This “Agreement” is made on and agreed today on _____ day of _____ 2025.

By and Between

MMC

Medical Teaching Institution Mardan Medical Complex Mardan (MTI-MMC), established under Khyber Pakhtunkhwa Medical Teaching Institutions Reforms Act, 2015, located at Nowshera Road, **Mardan, Khyber Pakhtunkhwa** (*hereinafter referred to as the "Institution"*, which expression shall, where the context so admits, include its successors in interest and permitted assigns) as Party of the First Part.

And

_____, a Company incorporated under the Companies

Ordinance 1984 and having its registered office _____

(*hereinafter referred to as the "Service Provider"*, which expression shall, where the context so admits, include its successors in interest and permitted assigns) as Party of the Other Part.

The Institution and the “Service Provider” shall hereinafter be referred to as the “Parties” collectively and the “Party” individually and interchangeably.

Whereas, Medical Teaching Institution (MTI) / Mardan Medical Complex (MMC), established under Khyber Pakhtunkhwa Medical Teaching Institutions Reforms Act, 2015, to improve performance, enhance effectiveness, efficiency and responsiveness for the provision of quality healthcare services to the people of the KP Province, In this regard MTI-MMC Mardan desires to engage the Service Provider for the purposes of data center maintenance and support service including provision of spare parts (“**Services**”) as envisaged herein this Agreement and specified under Annex-C (“**Scope of Work**”) at the data center located in Mardan.

And whereas, the Service Provider is desirous of providing the aforesaid Services and submitted its proposal and has been deemed successful for awarding of this Agreement;

And whereas, the Service Provider has agreed to offer and MTI-MMC Mardan has agreed to acquire the envisaged Services on the terms and conditions set out herein below;

And whereas, the Recitals and Annexures attached hereto shall be read and construed as an integral part of this Agreement.

Now Therefore, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1) Scope of Work

1.1 The Service Provider agrees to provide the Services in accordance with the specifications as specified under Annex-A subject to negotiations in accordance with the KP-PPRA Rules 2014.

1.2 The Service Provider further agrees to provide all related services which may be required by MTI-MMC Mardan at any time during the term of this Agreement.

2) Term & Payment

2.1 This Agreement shall come into force on effective date of this agreement and its duration shall be one (01) year.

2.2 MTI-MMC Mardan may extend the duration of this Agreement for another term with the mutual consent of both the Parties, on revised terms and conditions for next three Years.

- 2.3** Time is of the essence in this Agreement and, whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement. In case of any delay in delivery of Services as per agreed time frame will be subject to a penalty of @1% per day, up to a maximum 10% of the quarterly invoice value.
- 2.4** In consideration of the satisfactory provision of Services and related services, MTI-MMC Mardan shall pay an amount (inclusive of all applicable taxes & out of pocket expenses) in PKR.
- 2.5** Payment shall be made to the service provider on quarterly basis in arrears subject to the verification of Manager IT MTI-MMC Mardan.
- 2.6** All payments made hereunder shall be made subject to applicable tax deductions.
- 2.7** Payment will be made directly through crossed cheque on production of invoice/bill on quarterly basis by the contractor and the payment will be made within 30 days of the submission of invoice through DDO MMC Mardan.
- 2.8** In the event of a delay or non-disbursement of funds from the government, the selected firm must ensure it has sufficient financial resources to cover the payment.
- 2.9** This agreement shall take effect from the date of signing of contract and shall be valid for a period of 01 (one) year from the effective date. The same can be further extended on revised terms and conditions subject to satisfactory performance of the firm on mutual consent of both the parties.
- 2.10** Probation period for this assignment will be 45 days and no payment shall be made during this period, however after satisfactory performance by the bidder payment shall be released or otherwise.

3) Performance Guarantee

- 3.1** Bid Security of the successful bidder shall be retained as performance guarantee which shall be released after completion of contract period.

4) Obligations

- 4.1** In the provision of Services and related services to MTI-MMC Mardan, the Service Provider shall, at all times, observe and comply with all the guidelines and policies of MTI-MMC Mardan communicated to the Service Provider from

time to time.

- 4.2** The Service Provider shall exercise reasonable care and due diligence in the performance of all obligations arising out of or in relation to this Agreement.
- 4.3** The Service Provider shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency and integrity.
- 4.4** The Service Provider shall ensure that the Services provided pursuant to the Agreement are up to the standards as communicated by MTI-MMC Mardan and MTI-MMC Mardan has the right to request changes to the products and Services provided by the Service Provider to ensure that the products and Services are as per the requirement and expectation of MTI-MMC Mardan.
- 4.5** The Service Provider shall ensure that the Services including products specified therein and all related services provided are of the best quality and comply with the specifications communicated by MTI-MMC Mardan to the Service Provider and as laid down in Annex-A. The Service Provider shall also provide related services including but not limited to assistance in installation, troubleshooting, setting up etc.
- 4.6** The Service Provider shall provide professional, objective, and impartial services, at all times holding MTI-MMC Mardan's interest's paramount.
- 4.7** The Service Provider shall ensure that the professional staff required for performing the Services and fulfilling its obligations under this Agreement is available at all times.
- 4.8** The Service Provider agrees to provide the services (as specified in Annex-A) free from material defects and fit for purpose. The Parties also mutually acknowledge that MTI-MMC Mardan's technical department retains the right to inspect the products/parts upon delivery to ensure they are free from material defects. However, acceptance of the products/parts at the time of the delivery shall not waive MTI-MMC Mardan's right to exchange them if defects are discovered at a later date.

4.9 The equipment, accessories shall be handed over by the service provider to the department as covered on the day of signing of contract.

5) Warranties and Representations

5.1 Service Provider's warranties and representations

- i. The Service Provider warrants and represents that it has submitted Bid Security amounting to **Rs. One Million (1,000,000/-)** only as stipulated in the tender document to MTI-MMC Mardan. This shall be retained as performance security and shall be returned after completion of the contract period.
- ii. The Service Provider warrants and represents that it has the legal right and capacity to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized and no proceedings on part of any person are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.
- iii. The Service Provider is legally entitled, validly existing and carrying on its business under the laws of Pakistan and complies with the eligibility criteria set out in the request for proposal document.
- iv. The Service Provider warrants and represents that it has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the products, Services and related services and carrying out all related activities in relation to this Agreement.
- v. The Service Provider warrants and represents that it shall comply with any alteration or replacement requests made by MTI-MMC Mardan to ensure that the Services, products/parts and any related services are up to the standards and expectations of MTI-MMC Mardan, at no additional cost to MTI-MMC Mardan.
- vi. The Service Provider warrants and represents that the products/parts and Services provided in connection to this Agreement are free from defects and up to or exceeding industry standards, the quality and fitness for which shall be determined by MTI-MMC Mardan.
- vii. The Service Provider warrants and represents that it has the requisite experience of providing the Services required in connection with this Agreement.
- viii. The Service Provider warrants that it possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing its obligations under this Agreement.

- ix. The Service Provider warrants that it shall perform its obligations with all due diligence and efficiency and to the satisfaction of MTI-MMC Mardan and shall exercise such skill and care in performance of the same in accordance with the best professional techniques, standards and practices in the training industry in engagements of similar scope, complexity and duration.
- x. This Agreement and all documents to be executed by the Service Provider and to be delivered to MTI-MMC Mardan are/shall be duly authorized, registered, executed and delivered, and are/shall be legal, valid, and binding obligations of the Service Provider.

5.2 MTI-MMC Mardan’s warranties and representations

- i. This Agreement and all documents executed or to be executed by MTI-MMC Mardan and to be delivered to Service Provider in connection herewith are/shall be duly authorized, executed and delivered, are legal, valid and binding obligations of MTI-MMC Mardan enforceable in accordance with their respective terms, and do not violate the provisions of any agreement, judicial order, governmental ruling or applicable state or federal law or regulation to which MTI-MMC Mardan is a party or to which MTI-MMC Mardan is subjected to.

6) UPTIME GUARANTEE:

- 6.1 Annual Uptime of **95%** is considered as acceptable level of performance.
- 6.2 Uptime shall be defined as the time available to the user for doing data acquisition/ processing round the clock (24/7).
- 6.3 Service Provider shall check system performance, every month. For every month an “uptime percentage” will be calculated by the dividing “system in service” hours by hours available “both measured on the basis of round the clock uptime as detailed in clause (ii) of this contract.
- 6.4 If the uptime percentage for the measurement period should fall short of 95% annually the formula will be applied to determine penalty.

<u>Uptime</u>	<u>Penalty</u>
100-95%	None
<95 to >= 90%	2% per day (contract value)
<90 to >= 85%	4% per day (contract value)
<85 to >= 80 %	6% per day (contract value)
<80%	10% per day (contract value)

Note: Up to reaching 10% penalty, this department reserves the right to terminate the contract including any legal action against the Service Provider.

7) Availability of Spare Parts:

For smooth services to ensure Uptime of the Data Center, the Service Provider is bound to stock all the required spare parts in their Warehouse.

8) Downtime

- 8.1** Downtime will start when the end-user notifies the designed service facility verbally or in writing. Service Provider will provide the service telephone number accessible, round the clock. The response time of 2 hours will be considered normal.
- 8.2** Downtime will end once the repair has been affected and the system is again available for procedures / use.
- 8.3** The installations of the system improvements and updates as schedule by mutual agreement of both the parties as well as schedule preventive maintenance shall not be considered as downtime.
- 8.4** Qualified and fully trained / service support will be available from the Service Provider as a backup to the local engineers during the contract period at no Cost to the client.

9) Indemnities and Liabilities of the Service Provider

- 9.1** The Service Provider shall be fully liable for the obligations arising out of or in connection with this Agreement.
- 9.2** The Service Provider shall defend, indemnify and hold safe and harmless MTI-MMC Mardan and its respective owners, employees, representatives and affiliates from and against any and all claims, demands, complaints or actions, including those by third parties (including employees of the Service Provider, its subcontractors and government agencies), arising from or relating to this Agreement (including personal injury, death, property damage or damage to the environment) to the extent arising out of or in connection with any breach of this Agreement or violation of law by the Service Provider or any contractor thereof, and including claims of or actual joint or concurrent negligence, but not including any sole or gross negligence, or willful misconduct of MTI-MMC Mardan. The claims, demands, complaints and actions covered hereunder include but are not limited to all settlements, losses, liabilities, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

10) Coordination & Compliance

10.1 Manager IT will coordinate from this institution, i.e. MTI MMC, Mardan.

11) Indemnities and Liabilities of MTI-MMC Mardan

11.1 Except for a breach of this Agreement, in no event shall MTI-MMC Mardan be liable to the Service Provider for any loss of profits, loss of business, interruption of business, or for indirect, special, incidental or consequential damages of any kind, even if such Service Provider or MTI-MMC Mardan received advance notice of the possibility of such damages.

11.2 The Service Provider shall have no claim against MTI-MMC Mardan for any liability whatsoever unless expressly provided in this Agreement. In this regard, MTI-MMC Mardan's liability shall be excluded to the fullest extent permitted under law and to the extent it cannot be excluded under law; the maximum overall liability of MTI-MMC Mardan shall not exceed value of the contract for any and all claims and losses.

11.3 MTI-MMC Mardan shall not be responsible for any reimbursements with respect to any cost/out of the pocket expenses incurred in connection to the execution or performance of this Agreement by the Service Provider unless agreed by MTI-MMC Mardan in writing.

12) Events of Default and Termination

12.1 The following events shall each constitute an "Event of Default" by the Service Provider and MTI-MMC Mardan upon such Event of Default shall be entitled to forthwith terminate this Agreement without any notice:

12.1.1 If the Service Provider fails to timely complete the Services or fails to provide the products/parts within the stipulated timeframes.

12.1.2 If the Service Provider fails to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of MTI-MMC Mardan, or that may reasonably be perceived as having such effect.

12.1.3 If the Service Provider violates or breaches, or materially fails to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Agreement and does not cure such violation, breach or failure within thirty (30) days after MTI-MMC Mardan gives the Service Provider written notice of such violation, breach or failure, or, if such violation, breach or failure can be cured but not within thirty (30) days with the use of diligent efforts, if the Service Provider does

not commence to cure such violation, breach or failure within such thirty (30) days period.

12.1.4 If the Services provided do not conform to any requirements of MTI-MMC Mardan and subject to the same being informed to the Service Provider in writing the same is not replaced and/or rectified within 30 days of such intimation and/or notification.

12.1.5 MTI-MMC Mardan reserves the right to terminate the Agreement base on Poor Performance, with a one-month notice.

13) Entire Agreement

13.1 This Agreement, together with the Annexures A and B constitutes the entire agreement and understanding of the Parties with respect to its object and supersedes and cancels any prior representation, commitment, undertaking or agreement between the Parties, whether oral or written, with respect to or in connection with any of the matters or things to which such Agreement applies or refers.

13.2 The Bid Form and the Price Schedule submitted by the Bidder.

13.3 The Procuring Agency's Notification of Award.

13.4 Complete Bidding document

14) Record

14.1 The Service Provider shall retain all the record and working papers including monthly/quarterly reports, contracts, policies/ procedures invoices, receipts and other documentary evidence in connection with the execution of this Agreement for a period of five years after the termination of this Agreement.

15) Assignment and Sub-contracting

15.1 The Service Provider shall not assign, transfer or in any other way alienate any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of MTI-MMC Mardan.

15.2 The Service Provider shall not sub-contract the provisioning of the Services or any related services without the express written permission of MTI-MMC Mardan.

16) Confidentiality

16.1 Except as otherwise permitted by this Agreement, neither of the Parties to this Agreement may disclose to third parties the contents of this Agreement or any

information (other than tax advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary.

16.2 Either Party may, however, disclose such information to the extent that it:

16.2.1 Is or becomes public other than through a breach of this Agreement;

16.2.2 Is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;

16.2.3 Was known to the recipient at the time of disclosure or is thereafter created independently;

16.2.4 Is disclosed as necessary to enforce the recipient's rights under this Agreement; or

16.2.5 Must be disclosed under applicable law, legal process or professional regulations.

16.3 Either Party may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

17) Blacklisting

17.1 After signing the Agreement, if the Service Provider is unable to fulfil its obligations and/or abandons the project without any cogent reason and/or commits fraud or corruption, harassment or discrimination, the Service Provider may be blacklisted by MTI-MMC Mardan and may be prohibited from participating in any MTI-MMC Mardan funded schemes in the future.

18) Force Majeure

18.1 Any event or circumstances beyond the reasonable control of a Party and unavoidable by the affected Party by exercise of due care shall be deemed as an 'event of Force Majeure'. This shall include, but not be limited to, earthquakes, tsunami, fire, explosion, terrorism, storm, flood, lightning, war and hostilities.

18.2 If either Party is affected by Force Majeure, it shall forthwith notify the other party of the nature and extent thereof.

18.3 Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or

non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other Party, and the time for performance of that obligation shall be extended accordingly.

19) Notices

19.1 A notice or other communication under or in connection with this Agreement shall be:

- (a) in writing;
- (b) in the English language; and
- (c) delivered personally, sent by courier or transmitted by email to the Party to which it is intended to be delivered.
- (d) Addresses:

MTI-MMC Mardan	Service Provider
Opposite to sheikh Maltoon town, main Nowshera, Road, Mardan, KP	-

20) Severability

20.1 In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provision(s) that is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

21) Variations

21.1 No variation of this Agreement shall be effective unless in writing and signed by or on behalf of all the Parties.

22) Intellectual Property and Data Protection

22.1 The Service Provider shall in no event make use of any Intellectual Property

right of MTI-MMC Mardan including trademark, copyright, logo, patent and design or any other material without prior written approval of MTI-MMC Mardan. The Service Provider shall in no event represent itself as owner or licensee or assignee of the said intellectual property rights. Nothing in this Agreement shall construe that the Service Provider is either in whole or a joint owner of any intellectual property.

22.2 Any and all data, intellectual property provided by MTI-MMC Mardan to the Service Provider (if any) shall at all times remain the property of MTI-MMC Mardan. The Service Provider shall not disclose any part of the data to any third party, unless as permitted under this Agreement and the Service Provider shall ensure that it complies with all applicable data protection laws while dealing with the data.

22.3 All data and Confidential Information provided by MTI-MMC Mardan to the Service Provider under this Agreement shall be immediately returned or destroyed upon the termination of this Agreement, or as instructed by MTI-MMC Mardan. MTI-MMC Mardan shall have the right to immediately terminate this Agreement and claim any damages in the case of any default of this Clause 18 by the Service Provider.

23) Counterparts

23.1 This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but taken together, they shall constitute one and the same instrument.

24) Amendments

24.1 Any amendment to this Agreement shall only be binding if executed in writing by the Parties through their duly authorized representatives.

25) Arbitration and Governing law

25.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of the Pakistan and the Parties consent and submit to the jurisdiction and service of process to the courts in KP.

25.2 The Parties agree that in case of any dispute regarding the quality and quantity of the Services, products and/or any related services the decision of MTI-MMC Mardan shall be binding and final.

25.3 The Parties agree that in all other disputes, differences and questions in respect of any matter under this Agreement, whether during the term of this Agreement, or any renewals thereof, or after the expiry of this Agreement, arising between them may be referred to arbitration as stipulated in the Arbitration Act 1940 as amended from time to time.

26) Harassment

26.1 The Service Provider is expected to treat all persons with whom it interacts or whom it engages for the purpose of providing the Services, with respect and dignity. No worker shall be subjected to corporal punishment, abuse of power, threats, violence, intimidation, or harassment of any kind under the applicable laws.

27) Discrimination

27.1 In the process of providing the Services, the Service Provider shall not engage in discrimination based on race, colour, biological sex, nationality, religion, any type of disability or physical characteristics, marital status, sexual orientation, gender identity, social class and age.

28) Anti-Bribery and Anti-Corruption

28.1 The Service Provider shall ensure that the Service Provider, the Service Provider's personnel and any other person responsible for providing and performing the Services are in compliance with all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Agreement.

28.2 MTI-MMC Mardan shall have the right to terminate this Agreement if the Service Provider breaches this Clause 12.1.5.

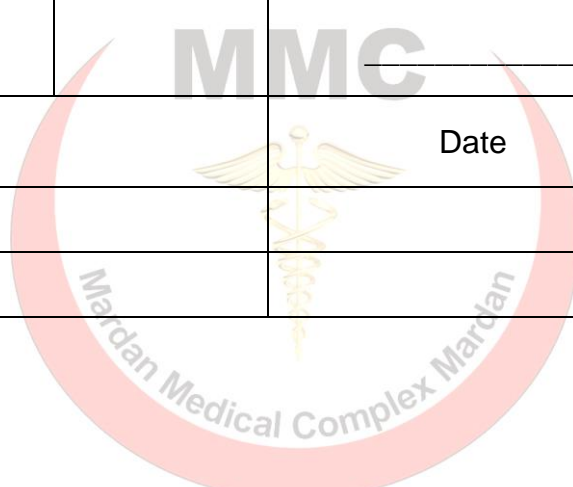
29) Waiver

29.1 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

In witness thereof, each Party has executed and delivered this Agreement as a deed on the date, which first appears above.

In witness hereof the Parties have executed this Agreement on the day and year written above.

AGREED AND ACCEPTED		
Medical Teaching Institution		Service Provider
Mardan Medical Complex, Mardan		
Signature		Signature
Date		Date
Name		
Title		



WITNESS

Signature: _____

Name: _____

Title: _____

WITNESS

Signature: _____

Name: _____

Title: _____

AFFIDAVIT / UNDERTAKING

Important Note:

All the bidders must submit the original affidavit on non-judicial stamp paper of **Rs. 500/-** (Five Hundred) attached with technical bid at the time of bid submission on the following format.

I, _____ Owners / Director / Legal Attorney / Accredited representative of M/s _____, solemnly declare that,

- i. M/s _____ have read the contents of the Bid Document and have fully understood it.
- ii. That the financial instruments, statements of facts, data and documents being submitted by M/s _____ for this Tender are true, genuine and correct.
- iii. Undertakes that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.
- iv. M/s _____ is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.
- v. Bid Security (in original) is placed in the financial bid.
- vi. In case we fail to comply any of the aforesaid conditions or the documents submitted by M/s _____ is found false/forged, our tender will be cancelled forfeiting the Bid Security amount and debarring us from participation in future tenders of Medical Teaching Institution Mardan Medical Complex Mardan, Khyber Pakhtunkhwa, for a period of one year.

Signature with Seal of the Deponent (bidder)

FINANCIAL CAPABILITY
ANNUAL TURNOVER

Year (Enter the Financial Year)	*Annual Turnover (PKR in Million)
2023-24	
2022-23	
2021-22	
Total	
Average	

**Submit last 3 years audited Financial Statements.*

INCOME TAX RETURNS

Year (Enter the Financial Year)	Income Tax Returns (PKR)
2023-24	
2022-23	
2021-22	

**Tax Returns documents from the relevant documents must be attached.*

(Signature of Authorized Signatory)

Bidder seal & stamp

FINANCIAL PROPOSAL

The bidder shall strictly adhere the following format for submission of his financial bid and shall quote its financial bid **against each object** (including all applicable taxes) mentioned below: - In case of non-compliance the bidder shall be declared as non-responsive.

S #	Object/Parts Description	Qty	Quoted Price (Annual basis) Inclusive of all Taxes (PKR)
1.			
2.			
3.			

Important Note:

1. Contract shall be awarded to the firm, quoting lowest rates and meeting all the criteria & services required given in the scope of services.
2. Payment shall be made post-quarterly within 30 days after submission of Invoice. However, payment for licenses will be made on confirmation of license activation separately from quarterly bill.
3. All the payments shall be made in PKR after deduction all the applicable taxes.

Owner Name:

Designation:

Authority Signature & Stamp: