



**PESHAWAR INSTITUTE OF CARDIOLOGY  
MEDICAL TEACHING INSTITUTION**

**Bid Solicitation Documents For**

**“Procurement of AVR For Data Center  
(Three Phase)  
2<sup>nd</sup> time”**

**REF: (PIC-063)**

<b>S#</b>	<b>Description</b>	<b>Bid Security</b>	<b>Tender Process</b>
<b>1</b>	<b>AVR For Data Center (Three Phase)</b>	<b>4% of the Total bid value</b>	<b>Single Stage Single Envelop</b>

**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.

## **TABLE OF CONTENTS**

Introduction
Invitation to bid
Instruction to bidders
Form of bid
General and special conditions of contract
A. Language
B. Bid security deposit (where applicable)
C. Place of delivery
D. Inspection of goods on delivery (whole applicable)
E. Packaging
F. Performance bank guarantee (optional)
G. Forfeiture of performance bank guarantee
H. Payment clause
I. Obligations and options in case of non-fulfilment of contractual obligations by the supplier
J. Disputes and controversies/dispute resolution
K. Indemnity
L. Sub-letting contract
M. Bribes commission etc
N. Termination
O. Force majeure
P. Applicable laws
Q. Bid validity
Eligibility/mandatory criteria
Evaluation & comparison of bids
Other terms & conditions of market
Providing services & penalties
Award of contract
Price
Inspection of good
Contract agreement draft
Undertaking on bidder's letter head
Statement of requirement
Blacklistment
Redressal of grievances
Bank guarantee format
Performance guarantee format

## INTRODUCTION:

Peshawar Institute of Cardiology PIC-MTI Peshawar located at 5-A, Sector B-3, Phase-V, Hayatabad, Peshawar, KP 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,

Peshawar Institute of Cardiology PIC-MTI Peshawar invites Item wise sealed bids for each category (mentioned in Statement of Requirement below) from the eligible for **Procurement of “AVR For Data Center (Three Phase)** through Open Competitive Bidding under rule 6(2) (a) “*Single Stage Single Envelope*” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

Description	Dates
Pre-bid meeting	Date: 13-April-2023 at 10:00 am
Tender Closing/Last submission	Date: 02-May-2023, Time:11:00 am
Tender Opening	Date: 02-May-2023, Time:11:30 am
Bid security	4% of the total bid value
Tender Process	Single Stage Single Envelope
Prices Validity	180 days

## INVITATION FOR BIDS

**REF No. PIC-063**

1. Peshawar Institute of Cardiology, Medical Teaching Institute (PIC-MTI) is the project of the Khyber Pakhtunkhwa (KP) Health Department to improve cardiac facilities in the public sector in the areas of research and treatment.

2. Peshawar Institute of Cardiology (PIC-MTI) invites sealed Bids from eligible bidder registered with FBR for Income Tax, Sales Tax and KPRA and reflected on Active Tax Payer (ATL) list of FBR for the Below mentioned Item. Detailed of items, specification, submission, Opening and method of evaluation is provided in bidding documents. Bid Security/earnest money is required to be submitted in shape of Call Deposit Receipt (CDR)/Bank Guarantee from schedule bank of Pakistan in favour Hospital Director Peshawar Institute of Cardiology

Sr#	Name of item	Tender Process	Bid Security	Remarks
1	Designing, Supply, Installation, Testing and Commissioning of Negative Pressure Rooms	Single Stage Two Envelope	04% of the total bid value	2 <sup>nd</sup> time
2	AVR for Data Centre (three phase)	Single Stage Single Envelope	04% of the total bid value	
3	Refilling of Toners		100,000	
4	Air Compressor with Tank (100 ltr)			

3. Only typed bids on original letter pad, sealed & signed shall be submitted, hand written tender shall not be acceptable. The tenders must be according to hospital specification; alternate rates will not be acceptable.

4. Income Tax, stamp duty, General Sales Tax (GST), KPRA and Professional Tax or any other Government tax will be charged as per rules. The quoted prices should include all the taxes.

5. A complete set of Standard Bidding Document may be downloaded by interested Bidder from websites of Peshawar Institute of Cardiology (PIC-MTI) (<http://pic.edu.pk>) after publication of this advertisement in the newspaper till last day for submission of Bid.

6. Procurements will be carried out as per Act and Rules of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA).

7. A bid accompanied by Pay Order (PO) shall be rejected.

8. A Pre-Bid Meeting will be held on **April 13<sup>th</sup>, 2023 at 10:00 AM (PST)** at the office of the Manager Material Management, 1<sup>st</sup> Floor, OPD Building, of Peshawar Institute of Cardiology (PIC-MTI). Prospective Bidder are encouraged to attend the meeting.

9. Bids are to be delivered to the office of the Manager Material Management, 1<sup>st</sup> Floor, OPD Building, of Peshawar Institute of Cardiology (PIC-MTI) on or before **May 02<sup>nd</sup>, 2023 at 11:00 AM (PST)**.

10. Bids shall be opened on the **same day at 11:30 AM (PST)** in the presence of bidders who choose to attend.

11. The advertisement is also available both on the websites of Peshawar Institute of Cardiology (PIC-MTI) (<http://pic.edu.pk>) and KPPRA (<http://kppra.gov.pk>).

12. Peshawar Institute of Cardiology (PIC-MTI) reserves the right to cancel any or all bids by assigning cogent reason under Rule 47 Khyber Pakhtunkhwa public procurement Regulatory Authority.

**Hospital Director**  
Peshawar Institute of Cardiology (PIC-MTI)  
5-A, Sector B-3, Phase-V, Hayatabad, Peshawar,  
Ph: +92 91 9219645.

**BSD PIC-063 - Procurement of AVR For Data Center (Three Phase) 2<sup>nd</sup> time**

## **INSTRUCTIONS TO BIDDERS**

1. This Bidding procedure will be conducted in light of Framework Contract (Rule 31-A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.
2. The rate shall be considered for Peshawar Institute of Cardiology PIC-MTI Peshawar.
3. Bid complete in all respect must reach the undersigned by **11:00 hours on 02-May-2023** which will be opened at 11:30 hours on the same day in the office of Manager Material Management in the presence of the procurement committee and the bidders / representatives who choose to be present.
4. Each Bidder SHALL write the name of the quoted brand along with complete specifications.
5. All the bidders are required to provide annexure wise complete requisite documents with page marking.
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. If any of the bidder requires any clarification regarding specification, Size, quality, or any other query, he may visit MMD(PIC) during working hours till deadline for submission of the bids.
8. Bidders should be financially sound and have proper office, telephone number and fax number in Khyber Pakhtunkhwa.
9. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
10. 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.
11. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
  - a. Received without bid security as mentioned in BSD.
  - b. Received after the date and time fixed for its receipt;
  - c. The tender document and the bid unsigned;
  - d. The offer is ambiguous;
  - e. The offer is conditional;
  - f. The bidder is from blacklisted firm in any Federal / Provincial Govt. Deptt:

12. Usage of correction fluid & corrections will not be considered unless duly signed by the authorize person.
13. Joint venture / consortium is not eligible for this tender.
14. In case of Bid Tie, the contract will be awarded to the firm provide the better Quality.
15. Bidders are required to clearly mark on the envelop as Bid for “**Procurement of AVR For Data Center (three phase) 2<sup>nd</sup> time PIC-063**”.
16. 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 PIC future bids.
17. Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

## 1. Bid Form and Price Schedules

Date: \_\_\_\_\_  
IFB No: \_\_\_\_\_

To:

Hospital Director,  
Peshawar Institute of Cardiology,  
Medical Teaching Institution,  
Peshawar.

Sir,

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

**Price Schedule in Pak. Rupees**

Name of Bidder\_\_\_\_\_ IFB Number\_\_\_\_\_ Page of\_\_\_\_\_

1	2	3	4	5	6	7
Item	Description	Country of Origin	Quantity	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required <sup>3</sup>

Signature of Bidder \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.



## **GENERAL AND SPECIAL CONDITIONS OF CONTRACT**

### **A. LANGUAGE**

All communications and documentations related to procurements shall be in English.

### **B. BID SECURITY DEPOSIT**

- (a) Bid security shall be submitted to the amount of PKR 4% of the total bid value in shape of bank guarantee / Call Deposit Receipt (CDR) from schedule bank of Pakistan, excluding microfinance, in favor of “Hospital Director Peshawar Institute of Cardiology PIC MTI”. A bid accompanied by Pay Order (PO) shall be rejected as non-responsive.
- (b) Bid Security of the unsuccessful bidders shall be released as promptly as possible upon the successful Bidder’s furnishing of the performance security;
- (c) The bid security of the successful bidder will be considered as the performance security till the validity of tender/contract.
- (d) **The Bid security shall be forfeited:**
  - If a bidder withdraws his bid during the period of bid validity; or
- (e) In the case of a successful bidder, if he fails to:
  - Sign the contract agreement, in accordance with Para below.
  - Fails to supply as per purchase order.

### **C. PLACE OF DELIVERY**

The Supplier/Vendor/bidder is required to deliver free at, detailed in the said Schedule, the list and Quantities of the goods detailed herein.

#### ***(i) Delivery Schedule***

Ser. #	Item /	Date of	Place of	Verification	Acceptance
	Deliverable	delivery	delivery		

#### **D. Inspection of Goods on Delivery (whole applicable)**

The goods shall be inspected by the inspection committee of the Procuring entity for quality/quantity etc at the agreed location/warehouse of the Procuring entity before the goods are provided/supplied at their final destination.

Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity and quality claims. In case the goods are not found in conformity with the contracted quality/specifications, procuring entity shall have the right to lodge claims within 30 days from the date of inspection of the goods.

In case of dispute by the supplier, joint re-inspection of the supplied material shall be carried out, at the cost of the supplier, in presence his or his authorized representative either at a laboratory designated by the procuring entity or by a neutral independent entity as jointly agreed.

#### **E. PACKAGING**

Material/works/service should be packed suitably in appropriate wooden/metallic boxes/containers/pallets in such a manner that the goods are not lost or damaged in handling/transportation and the packing should be suitable enough to reach at the stores of procuring entity safely.

Each pack or container should clearly indicate the following information:

- Purchase Order Number and date.
- Name of Product/Deliverable.
- Quantity
- Gross and net weights
- Name of Manufacturers/service providers

Manufacturer's instructions regarding the maximum storage life of the product and the storage conditions must be followed.

Material/works/service should be delivered at the stores of procuring entity in original packing of the manufacturer.

Where applicable, manuals containing instructions of the manufacturer about the application (in use) of the item should be provided in English. If required by Procuring entity, technical experts should be sent by the manufacturer for application of the item at site.

#### **F. PERFORMANCE BANK GUARANTEE**

Successful bidders shall furnish a Performance Bank Guarantee of 10% of value of Purchase Order/Tender price/Contract on the proforma prescribed provided that the guarantee is issued by any of the approved Banks within 15 days of issuance of the letter of acceptance. The performance guarantee shall remain valid throughout the execution of purchase order/contract and shall be returned within 10 days after the expiry of warranty period and satisfactory performance

If such Guarantee is issued by a foreign bank, it should be countersigned by a Pakistani bank on the approved list of banks.

## **G. FORFEITURE OF PERFORMANCE/ BANK GUARANTEE**

The Performance Bank Guarantee may be forfeited if;

- the service provider fails to deliver or supply goods in accordance with the terms and conditions of the Purchase Order or commits any breach of the Contract / Purchase Order.
- the Supplier/Vendor fails to fulfil any claim arising under the warranty with 14 days from the date of notice by the PIC-MTI.

## **H. PAYMENT CLAUSE**

Payment shall be made on production of the following documents: -

- a. The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No, Material Receiving Report No, with date, price/rate of each item.
- b. Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
- c. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- d. Valid Income Tax Exemption Certificate (otherwise Income Tax at current applicable rates shall be deducted from the invoice). (Where applicable)
- e. National Tax Number.
- f. Sales Tax Registration Number.
- g. Valid Professional Tax Certificate.
- h. Khyber Pakhtunkhwa Revenue Authority Certificate (for Services only)
- i. Recovery of all applicable taxes at source should be made as per rules

## **I. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER**

The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.

The suppliers shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project (representing consultant firm /organization). The Project Coordinator shall have the qualifications as may be agreed between the client and the consultant.

The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices.

The supplier shall act at all times so as to protect the interests of the Client and shall take all

reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Client such information relating to the Services as the Client may from time-to-time reasonably request.

Except with the prior written approval of the Client, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services without prior consent of the service providers

The supplier agrees that no proprietary and confidential information received by the supplier from the Client shall be disclosed to a third party unless the supplier receives a written permission from the Client to do so.

Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement: -

- I. Penalty @2% For Late Supply within 15 Days from due date of delivery.
- II. Penalty @ 5% For Late Supply within 16-30 Days from due date of delivery.
- III. Penalty @ 10% For Late Supply within 30-150 Days from the due date of delivery.
- IV. The Bid Security Will Be Forfeited If the Firms Fails to Supply the Goods beyond 150 from the due date of delivery.

Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;

Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, procuring entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; or

Recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.

## **J. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION**

Procuring Entity shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPP Rules 2014.

If a bidder is not satisfied with the decision of the Committee, he may take recourse to the KPK PPRA.

The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by PPRA whose decision will final and binding on both the parties

## **K. INDEMNITY**

The supplier shall at all times indemnify the procuring entity against the claims which may be made in respect of the goods for infringement of any right protected by patent, registration of design or trade mark  
**BSD PIC-063 - Procurement of AVR For Data Center (Three Phase) 2<sup>nd</sup> time**

and shall take all risks of accident of damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract; provided always that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the procuring entity, it shall notify the supplier of the same and the supplier shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise there from.

## **L. SUB-LETTING CONTRACT**

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Service provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

## **M. BRIBES COMMISSION ETC.**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the procuring entity, shall in addition to any criminal liability which he may incur, subject the contractor to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation under clause 8 hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive.

## **N. TERMINATION/ END OF SERVICES**

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and full and final payment has been made.

## **O. FORCE MAJEURE**

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

## **P. APPLICABLE LAWS**

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPP Rules 2014.

## **Q. BID VALIDITY:**

- i) The bids should be valid for a period from 180 days.
- ii) In exceptional circumstances, PIC Hospital 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.

### ELIGIBILITY CRITERIA/MANDATORY

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
	<b>Knock Out Clauses</b>	<b>YES/NO</b>
1	The bidder shall be Registered with <b>FBR for Income Tax and Sales Tax</b> and reflected on Active Tax Payer List (ATL); <b>(Provide copy of certificate of incorporation)</b>	<b>Mandatory</b>
2	Bidder must have experience of two (02) institution/organization in supply of AVR (Similar or more capacity) Note: Bidder Must attached Purchase Orders/Contract Agreement of Government/Semi Government/ Private Organization.	<b>Mandatory</b>
3	This undertaking should be tender specific. Submission of undertaking on legal valid and attested stamp paper that the firm is NOT BLACKLISTED by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.  (Provide copy of affidavit attached as annex in this document on non- judicial stamp paper)	<b>Mandatory</b>
4	Bid security Shall be attached as mentioned in the advertisement/BSD	<b>Mandatory</b>
5	Warranty 2 Years with Onsite Support	<b>Mandatory</b>

## **EVALUATION AND COMPARISON OF BIDS**

1. The Department will evaluate and compare the bids which have been determined to be substantially responsive (Eligibility Criteria).
2. Bids shall be evaluated against the given specifications and other terms & conditions mentioned in the Bid Solicitation Documents.
3. After preliminary examination, the responsive bidder(s) will be asked to provide the samples (Where required) of their quoted items and the same will be inspected /Approved by the Sample Evaluation committee including technical members.
4. Rates of those items will be considered for comparisons which approved by the procurement committee
5. The Lowest Offer will be accepted, meeting the Specification / quality needs and ensuring value for money.
6. All the bidders will strictly follow the rate form attached as **“Annexed-A”**

### **7. Other Terms & Conditions of the Market**

1. This Bidding procedure will be conducted in light of Framework Contract (Rule 31-A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.
2. All the bidders will strictly follow the rate form attached as **“Annexed-A”**
3. Contracts shall be confirmed through a written agreement signed between successful bidder and the PIC-MTI Peshawar (**Draft attached as “Annex-B”**)
4. All the bidders will sign the Affidavit attached as **“Annex-C”**
5. In case of a successful bidder, who repudiates the contract or fails to furnish performance and as the case may be shall proceed for blacklisting and the supply order will be placed to the Next Successful Bidder or from the alternative sources at the cost/risk of the concerned firm.
6. Bidders are advised in their best interest to maintain the required quality and not to quote for counterfeited or sub-standard items, as the inspection committee will ensure the quality of products at the time of supply of items.
7. If any of the given specifications/parameters does not meet the required specifications, their offer will not be considered and shall summarily be rejected by PIC-MTI Peshawar.



8. In case of repeated failure or non-supply the PIC-MTI Peshawar reserves the right to forfeit the bid security and may proceed for debarment / blacklisting.
9. Each Item supplied shall strictly conform to the Schedule of Requirements and to the Technical Specifications prescribed by the PIC-MTI Peshawar against each item.
10. The Unit Cost agreed in the Price Schedule (Rate Form), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.
11. If the successful firm fails / delays in performance of any of the obligations, under the Contract / Letter of Award, violates any of the provisions of the Contract / Letter of Award, commits breach of any of the terms and conditions of the Contract / Letter of Award or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Award or during the execution of the contract / Letter of Award, the institution may without prejudice to any other right of action / remedy it may have, blacklist the bidder, either indefinitely or for a stated period, for future tenders in public sector, as per provision of KP Procurement Rules, 2014.

## **Providing Services & Penalties.**

1. The Penalty on late supply of goods shall be charged as under.
2. The supply should be completed within 30 days for Local Items and 90 days for imported items. The Penalty on Late Supply of Goods Shall Be Charged As:
  - i. Penalty @2% For Late Supply within 15 Days from due date of delivery.
  - ii. Penalty @ 5% For Late Supply within 16-30 Days from due date of delivery.
  - iii. III. Penalty @ 10% For Late Supply within 30-150 Days from the due date of delivery.
  - iv. The Bid Security Will Be Forfeited If the Firms Fails to Supply the Goods beyond 150 from the due date of delivery.

## **Award of Contract:**

- a. Promptly after issuance of Letter of Award, the Employer shall send the successful Bidder the Form of Contract.
- b. Within fourteen (15) days of receipt of the Form of Contract, the successful Bidder shall sign, date, and return it to the Employer “**Annex-B**”

## **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. All duties, taxes, transportation, loading, unloading and other levies payable by the Contractor under the Contract shall be included in the rates and prices. The rates and prices are fixed and are not subject to change during currency of the contract.

## **Inspection Of Goods On Delivery**

Before payment, the concerned Department of PIC-MTI shall inspect the delivered material for meeting the quality and quantity against the prescribed specification. Any payment shall be processed after satisfactory assessment/inspection and acceptance by the Concerned Department.

**Defects:** All defects in material/defective items will be corrected/replaced without any cost to the PIC-MTI within 07 days from the date of notice by the PIC-MTI.

AGREEMENT DEED

FOR PROCUREMENT OF AVR FOR DATA CENTER

THIS AGREEMENT DEED is made on this day \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023 by and between;

**Peshawar Institute of Cardiology, Medical Teaching Institute,  
Peshawar situated at Phase-V, Hayatabad, Peshawar**

through its Hospital Director

(Hereinafter referred to as 'First Party' which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, successors and assigns)

And

*M/s [Mention Second Party]*

(Hereinafter referred to as 'Second Party' which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, successors and assigns).

(Both the above hereinafter collectively referred to as 'Parties')

WHEREAS the Second Party has agreed to supply [*Mention Goods*] (hereinafter referred as 'Equipment') out of the fresh stock to the First Party on the following terms and conditions:

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 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.

#### TERMS AND CONDITIONS:

1. Second Party shall deliver and install the Equipment at the premises and precincts of Peshawar Institute of Cardiology on FOR basis.
2. The specification, quality, quantity of goods shall be in conformity to purchase order, which shall be made part of this Agreement Deed. The Second Party shall include the ancillary Services attached with the Equipment.
3. The Equipment supplied under this Agreement Deed shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, it shall conform to the authoritative standards appropriate to the Equipment's country of origin. Such standards shall be the latest issued by the concerned institution.
4. The Second Party shall be required to provide any or all of the following services, including additional services, if any, specified in contract:
  - i. performance or supervision of on-site assembly and/or start-up of the supplied Equipment;
  - ii. furnishing of tools required for assembly and / or maintenance of the supplied Equipment;
  - iii. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Equipment;
  - iv. performance or supervision or maintenance and/or repair of the supplied Equipment, for a period of time indicated in purchase order, provided that this service shall not relieve the Second Party of any warranty obligations under this Agreement Deed; and
  - v. Training of the First Party's personnel, at the Second Party's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

5. The Second Party will liable to complete the supply within stipulated time limit by confirming quality, quantity and timeline up to the entire satisfaction of First Party.
6. The Second Party warrants that the Equipment supplied under this Agreement Deed are brand new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in this Agreement Deed.
7. The Second Party further warrants that all Equipment supplied under this Agreement Deed shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the First Party specifications) or from any act or omission of the Second party, that may develop under normal use of the supplied Equipment in the conditions prevailing in the country of First Party.
8. The First Party shall promptly notify the Second Party in writing of any claims arising under this warranty.
9. The First Party, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Second party, may terminate this Agreement Deed in whole or in part:
  - a. if the Second Party fails to deliver any or all of the Equipment within the period(s) specified in this Agreement Deed, or within any extension thereof granted by the First Party; or
  - b. if the Second Party fails to perform any other obligation(s) under this Agreement Deed.
  - c. if the Second Party, in the judgment of the First Party has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement Deed.

#### **10. DELIVERY OF ITEMS.**

- a. The schedule for supply of goods shall be as under:
  - i. Within 30 days from the date of issuance of supply order by the Purchasing Agency for items to be locally available
  - ii. Within 90 days from the date of issuance of supply order by the Purchasing Agency for items to be imported. (BL bill of lading should be attached)

b. The Penalty on late supply of goods shall be charged as under:

- iii. Penalty @ 2% for late supply within 15 days from the due date of delivery.
- iv. Penalty @ 5% for late supply within 16-30 days from the due date for delivery.
- v. Penalty @ 10% for late supply within 31-150 days from the due date for delivery.
- vi. The bid security will be forfeited if the firms fail to supply the goods beyond 150 days from due date of delivery.

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.

- 11. 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.
- 12. Upon demand made by the First Party at any time or from time to time, to execute all such instruments, deeds or documents which the First Party may in its sole discretion require, the Second Party will do the needful.
- 13. The First Party will be furnishing all such information as the Second Party may at any time or from time to time required relating to the position of goods and pecuniary liability of the First Party or otherwise whatever.
- 14. The Second Party shall not, without the prior written consent of First party, disclose this Agreement Deed, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the First Party in connection therewith, to any person other than a person employed by the Second Party in the performance of this Agreement Deed. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

15. The Second Party shall provide such packing of the Equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Agreement Deed. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Equipment's final destination and the absence of heavy handling facilities at all points in transit.
16. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Agreement Deed, including additional requirements, if any, and in any subsequent instructions ordered by the First Party.
17. The First Party will be at liberty, at all times and shall have the right to return the Equipment, 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 or reduce the quantity, without assigning any reason.
18. The Second Party shall be bound under this Agreement Deed to provide the warranty, maintenance and services of Equipment which must be Two (02) years with spare parts including accessories from the date of installation. The Second Party shall be bound to keep available the spare parts for 2 years.
19. The Second Party shall deposit an amount of 10% of the Consideration as service security, which will be refundable after expiry of the period of warranty/guarantee and services after necessary adjustments.
20. The Second Party shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under this Agreement Deed is the result of an event of Force Majeure.
21. 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.

22. Any notice given by one party to the other pursuant to this Agreement Deed shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in contract.
23. A notice shall be effective when dispatched on the given address of the Parties in this Agreement Deed via above means.
24. Payment to the Second Party shall be on presenting a bill in the shape of summary duly verified by Finance Department. The bill shall be counter verified from the end using department before clearance. Demand in violation of this clause of agreement may lead to imposition of reasonable amount of fine.
25. The Equipment shall be open to inspection at all times during the agreement period. The inspection of Equipment shall be carried out by a representative from purchase, legal, quality control, finance or end using department.
26. Besides the above conditions the Second Party shall be bound to fulfill the defacing if found at any time and for the purpose shall be ready to sign and execute a fresh agreement if needed.
27. Each Clause of this Agreement Deed shall be and remain separate from and independent of and severable from all and any other Clauses herein except where otherwise indicated by the context of this Agreement Deed. The decision or declaration that one or more of the Clauses are null and void shall have no effect on the remaining Clauses of this Agreement Deed.
28. In the event of any difference or dispute arising between the Parties or their representative agents regarding rights and liabilities of the parties or any other matter relating to this Agreement Deed may be referred to the Board of Governors of the First Party and their decision will be final in all aspects and the Second Party warrants to abide by the decision of the Board of Governors of the First Party and will be bound by the decisions.
29. This Agreement Deed may be reviewed at any stage with mutual consultation of both Parties, if required. All amendments or addition to this Agreement Deed must be in writing and signed by both Parties through addendum to this Agreement. No amendment of any provision of this Agreement Deed shall be valid unless the same shall be in writing and signed by the Parties
30. The validity, interpretation, construction and performance of this Agreement Deed shall be governed by the Laws of Khyber Pakhtunkhwa in Pakistan. This Agreement Deed shall be interpreted with all necessary changes in gender and in number as the context may require and shall convey to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the Parties mentioned above have carefully pursued the terms and condition embodied in this Agreement Deed and have executed the same, setting their signatures below, on the date and place mentioned above.

**BSD PIC-063 - Procurement of AVR For Data Center (Three Phase) 2<sup>nd</sup> time**



**UNDERTAKING ON BIDDERS LETTER HEAD**

**Important Note:**

All the bidders must submit the original affidavit on non-judicial stamp paper 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,

1. M/s \_\_\_\_\_ have read the contents of the Bidding Document and have fully understood it.
2. That the financial instruments, statements of facts, data and documents being submitted by M/s \_\_\_\_\_ for the Tender vide PIC-063 dated \_\_\_\_\_ are true, genuine and correct.
3. Undertakes that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.
4. M/s \_\_\_\_\_ is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.
5. Bid Security (in original) is placed in the financial bid.
6. 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 PIC, Khyber Pakhtunkhwa, for a period of one year.

**Signature with Seal of the Deponent (bidder)**

## **STATEMENT OF REQUIREMENT WITH SPECIFICATION**

<b>Description</b>	<b>QTY</b>
<b>100 KVA THREE PHASE UPS – QTY:02</b> Three Phase DC Servo Motor AVR Input Voltage range 380 V +- 30 % (266-494 V) Design on 9 coils Double Carbon Manual option to set output Voltages 380/400/ 415 Volts 6 Compensation Coils. Protections: Overload, Over Voltage, Over Heat, Short Circuit SPD Surge protection: 600 Joules * optional. Mains Status Display (smart micro-controller based) Parameters: Each phase load in Amp/ Each Phase Voltages. Delay Timer. Power Factor 0.8 or Better Optional* C to AC efficiency 96 % or better. Casing IP21 (international Standard) Must Have CE certification (as per International Standard) Temperature -05-to-60-degree C. Manual By Pass Switch	<b>2</b>
<b>Allied Services – Products/Items</b>	
Power Cable 35mm 4 core Fast/Pakistan or equivalent	Per Meter
Power Cable 35mm 1 core Fast/Pakistan or equivalent	Per Meter
Power DB with 2 main breakers MCCB 150 amp, Volt meter, amp meter, neutral bar, ground bar and Internal cabling (Schneider or equivalent)	
Cable Tray for power cabling and allied items	
Quantity could be measured during survey of site	
Installation, tagging, commissioning and testing of all provided equipment	
Two Year SLA-Warranty services should be included in the quote	
It's a TURN Key solution all necessary items to be included.	

\*\*

**The brand quoted should have an operational spares depot in Pakistan.**

**\*\* The bidder must submit scope of work with all the high level/low level diagrams/designs, including power, connectivity, cooling complete document. Mandatory.**

## **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;

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

### **Conditions for debarment of Defaulted Bidder/Contractor**

- I. Failure or refusal to;
- II. Accept Purchases Order / Services order terms;
- III. Make supplies as per specifications agreed;
- IV. Fulfill contractual obligations as per contract
- V. Non execution of work as per terms & condition of contract.
- VI. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- VII. Persistent and intentional violation of important conditions of contract.
- VIII. Non-adherence to quality specifications despite being importunately pointed out.
- IX. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the Peshawar Institute of Cardiology Peshawar.

### **Procedure for Blacklistment and debarment**

1. Competent authority of Peshawar Institute of Cardiology 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 showcase notice.
4. In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-parte against the bidder.
5. Direct to issue notice of personal hearing to the bidder/ authorized representative of the bidder and the competent authority shall decide the matter on the basis of available record and personal hearing, if availed.
6. The competent authority shall decide the matter within thirty days from the initiation of proceedings.
7. The order of competent authority shall be communicated to the bidder by indicating reasons.
8. The order past as above shall be duly conveyed to the PKPRA and defaulting bidder within three days of passing order.
9. The duration of debarment may vary up to five years depending upon the nature of violation

**BSD PIC-063 - Procurement of AVR For Data Center (Three Phase) 2<sup>nd</sup> time**

## **REDRESSING OF GRIEVANCES**

- a. 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.
- b. 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.
- c. 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.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- e. Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance.

**BANK GUARANTEE FORM IN RESPECT OF BID SECURITY** (to be furnished on non-judicial stamp paper of appropriate value)

Procuring Officer

Procuring entity and its address

1. M/s \_\_\_\_\_ through their agent \_\_\_\_\_ (hereinafter called the supplier) are submitting their offer against your tender enquiry No. \_\_\_\_\_ for \_\_\_\_\_ due on \_\_\_\_\_ and have requested us to issue a bank guarantee for \_\_\_\_\_ in your favor as bid security to ensure their compliance with conditions of the tender.
2. The Guarantor waiving all objections and defenses and under the aforesaid contract, hereby unconditionally, irrevocably and independently guarantees to pay to procuring entity without delay upon procuring entity's first written demand any amount claimed by procuring entity up to the sum named herein, on procuring entity written declaration that the bidder has refused or failed to fulfill any of the terms of the tender / bid or committed any breach of the tender / bid.
3. Notices in writing of any such breach, of which the Buyer shall be the sole Judge, as aforesaid, on the part of the bidder shall be given by the Buyer to the Guarantor and on each first demand, payment shall be made by the Guarantor of all sums then due under this guarantee unconditionally and without any reference to the bidder or any other person and without any objection.
4. This guarantee is valid up to three months from date of opening of tender. In case the tenderers / bidders \_\_\_\_\_ are awarded a contract for supply of goods / works / services as per tender enquiry / letter / RFP quoted above, the guarantee will remain valid up to the date of furnishing of an acceptable performance bond on Procuring entity's format.
5. Claim if any must reach us in writing on or before the expiry date after which we will no longer be liable to make payment to you
6. Our liability hereunder is limited to

NAME OF THE BANK

WITH ADDRESS

AUTHORISED OFFICER OF THE BANK

<Name of Procuring Entity>  
<Address of Procuring Entity>

**PERFORMANCE BANK GUARANTEE FORM IN RESPECT OF PURCHASE  
ORDER / CONTRACT AGREEMENT**

(to be furnished on non-judicial stamp paper of appropriate value)

WHEREAS having its registered office at \_\_\_\_\_, by an agreement made between \_\_\_\_\_ (hereinafter called the supplier/service provider) has awarded the contract (hereinafter called the contract ) vide agreement/ letter/ P . O . N o . dated for the supply of goods / works / services specified in the said Purchase Order / contract agreement.

AND WHEREAS in accordance with the provisions of clause \_\_\_\_\_ of the Contract/Purchase Order the supplier is required to furnish a bank guarantee for the due performance and observance of all the terms provisions and stipulations of the Contract/Purchase Order by the service provider and the service provider has requested Bank Limited to issue the said guarantee for an amount of Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_) equivalent to of the total value shown in the purchase order.

In consideration of the premises we \_\_\_\_\_ Bank Limited \_\_\_\_\_ hereby guarantee irrevocably and unconditionally forthwith to pay to the procuring entity without reference to the service provider on the first demand of the procuring entity in writing stating that the service provider has committed a default under the Contract/Purchase order without any further statement of the particulars of such default and notwithstanding any contestation by the supplier an amount not exceeding Rupees \_\_\_\_\_

And we \_\_\_\_\_ Bank Limited hereby further declare that no alteration in the terms of the Contract/Purchase Order or in the scope extent or nature of supplies therein and no allowances of time by the procuring entity under the Contract /Purchase Order nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Contract/Purchase order on the part of procuring entity shall in any way release this Bank from any liability under this guarantee.

The validity of this guarantee shall expire after \_\_\_\_\_ days on \_\_\_\_\_ of the completion of delivery of supplies to the procuring entity by the supplier in conformity with the provisions of the Contract/Purchase Order. After its expiry the procuring entity shall return this guarantee to the Supplier for cancellation by this bank.

NAME OF BANK

WITH ADDRESS

AUTHORISED OFFICER OF THE BANK

**Bid Solicitation Documents For  
“Procurement of  
AVR For Data Center  
(Three Phase)  
2<sup>nd</sup> time”**

**Assistant Manager Purchase**  
PIC-MTI Peshawar

**Manager Material Management**  
PIC-MTI Peshawar

**Bio-Medical Engineer**  
PIC-MTI Peshawar

**Director MIS**  
PIC-MTI Peshawar

**Director Facilities**  
PIC-MTI Peshawar

**Director Finance**  
PIC-MTI, Peshawar

**Hospital Director**  
PIC-MTI, Peshawar