



# **PESHAWAR INSTITUTE OF CARDIOLOGY MEDICAL TEACHING INSTITUTION**

## **REQUEST FOR PROPOSAL After Pre-Bid**

**FOR**

## **OPERATION & MAINTENANCE OF LIFTS (WITH SPARE PARTS) AT PIC-MTI PESHAWAR**

**PIC-074**

<b>S#</b>	<b>Description</b>	<b>QTY of Lifts</b>	<b>Bid Security (PKR)</b>	<b>Tender Process</b>
1	Operation & Maintenance of Lifts	08 Lifts	200,000/-	Single Stage Two Envelope

**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.

## INVITATION FOR BIDS

**REF No. PIC-074**

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) from schedule bank of Pakistan in favour Hospital Director Peshawar Institute of Cardiology.

Sr#	Name of item	Tender Process	Bid Security (PKR)
1.	Hospital Furniture (Wheel Chair for Patient)	Single Stage Single Envelope	100,000
2.	Hospital Beds	Single Stage Two Envelope	1,000,000
3.	Operation & Maintenance of Lifts	Single Stage Two Envelope	200,000
4.	Sternum Saws	Single Stage Two Envelope	4% of total bid value

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 tax and Professional Tax or any other Government tax will be charged as per rules. The quoted prices must 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) (<https://pic.edu.pk/tenders>) 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 **February 20<sup>th</sup>, 2024 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 **March 05<sup>th</sup>, 2024 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) (<https://pic.edu.pk/tenders>) 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.**

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## SECTION-1

### 1 DEFINITIONS

#### 1.1. The following words or terms shall have the following meanings in this Request for Proposals:

**Affiliate** means a corporation or entity effectively under the Control of, or in Control of, a Service provider or associated with a Service provider under common ownership and Control.

**Service provider** means a legal entity which includes company, corporation, Consortium, Sole Proprietorship, Firms or joint venture which participates in the Bidding Process.

**Bidding Process** or **Bidding** means the process beginning from the publication of the Invitation to Bid until the signing of the Service Agreement.

**Coercion, Collusion, Corrupt Practices, Fraud, Restrictive Practices and Undesirable Practices** have the meanings given to them in paragraph 6.4.2.

**Financial Proposal** has the meaning given to it in paragraph 4.4.

**Winning Service provider** means the Lowest Evaluated Service provider as determined by Peshawar Institute of Cardiology after having declared responsive and qualified technically.

**KPPRA** means the Khyber Pakhtunkhwa Public Procurement Regulatory Authority.

**Procurement Rules** means the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules of 2014 and amended from time to time.

**Proposal** means the bid submitted by a Service provider for the provision of the Required Services.

**Proposal Submission Date** means the date specified as such in paragraph 4.5

**Required Services** has the meaning given to it in the Service Agreement.

**Service Agreement** means the service contract to be entered into between Peshawar Institute of Cardiology and a Winning Service provider.

**Technical Proposal** has the meaning given to it in paragraph 4.3

**Monthly Charges** shall mean the amount payable by PIC to the Service Provider for one month of Services.

**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 with address: - 5-A, Sector B-3, Phase-v, Hayatabad, Peshawar

## SECTION-2

### 2. INTRODUCTION:

2.1. This RFP is provided to the recipient solely for use in preparing and submitting a Proposal in a competitive tender to procure the Required Services.

2.2. This RFP is being issued to the Service providers by Peshawar Institute of Cardiology PIC-MTI,

#### 2.3. **Disclaimer**

No employees or consultants of Peshawar Institute of Cardiology:

- a. make any representation (express or implied) or warranties as to the accuracy or completeness of the information contained in this RFP or other document made available to a person in connection with the tender process for the Required Services and shall have no liability for this RFP or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the service provider for **Operation and Maintenance of Lift** in Peshawar Institute of Cardiology; or
  - b. will be liable to reimburse or compensate a recipient for any costs or expenses incurred by the recipient in evaluating or acting upon this RFP or otherwise in connection with Peshawar Institute of Cardiology.
- 2.4. The RFP does not constitute a solicitation to invest or otherwise participate in the assignment.
- 2.5. The Bidding Process is conducted through the procedures specified in this RFP, in line with the principles of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act and the Procurement Rules of 2014 amended from time to time.
- 2.6. The issuance of this RFP does not imply that Peshawar Institute of Cardiology is bound to appoint a Winning Service provider or enter into a Service Agreement. Peshawar Institute of Cardiology reserves the right to reject all or any of the Proposals received or otherwise discontinue the Bidding Process at any time as per rules 47 of KP-PPRA rules 2014.

## SECTION-3

### 3. BIDDING PROCESS`

#### 3.1. Planning

Peshawar Institute of Cardiology-MTI invites sealed bids from the eligible bidders for provision of services for **Operation & Maintenance of Lifts at Peshawar Institute of Cardiology-MTI** through open Competitive Bidding under rule 14 (2)(b) “*Single Stage Two Envelope*” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

<i>Description</i>	<i>Dates</i>
<b>Pre-bid meeting</b>	<b>February 20<sup>th</sup>, 2024at 10:00 AM</b>
<b>Closing/submission date</b>	<b>March 05<sup>th</sup>, 2024 time 11:00 AM</b>
<b>Tender Opening</b>	<b>March 05<sup>th</sup>, 2024 at 11:30 AM</b>
<b>Bid security</b>	<b>Rs. 200,000/-</b>

#### 3.2. Bidding Method

**Procurement will be carried out as per KPPRA Rule 2014 Amended 2022: rule 14 sub rule (2)(b) (ix) Single Stage Two Envelope.**  
**the bidder found to be the technically qualified and lowest in price will be consider as the successful bidder.**

#### 3.3. Information Sources

3.3.1. The primary sources of information provided to Service providers in relation to this Request for Proposals are:

- Request for Proposals (the present document);
- Pre-Bid Meeting as organized by Peshawar Institute of Cardiology
- Service providers relying on information from other sources or the public domain do so at their own risk.

#### 3.4. Pre-Bid Meeting

3.4.1. A Pre-Bid Meeting shall be organized by Peshawar Institute of Cardiology to:

- Explain the project, the Bidding Process and the Request for Proposals;
- Receive questions on the Request for Proposals; and

3.4.2. The pre-bid meeting shall be organized at a date specified in section 3.1.

#### 3.5. Rejection of Proposals

3.5.1. Peshawar Institute of Cardiology PIC-MTI has a discretionary right to reject a Proposal. Reasons for rejecting a Proposal include, but are not limited to, the following:

- The Proposal does not contain all elements defined in the instructions;
- Bid documents received without Hard Tap binding;
- The Proposal is not submitted before the Submission Deadline;
- The Service provider or the bank which has issued the Bid Security/Performance Security are insolvent or in the process of liquidation or bankruptcy;
- Peshawar Institute of Cardiology PIC-MTI becomes aware of facts which can influence the free will of contractual parties.
- Received without earnest money;
- The tender document and the bid are unsigned;
- The offer is ambiguous;
- The offer is conditional/optional i.e., advance payment, or currency fluctuations etc.

- j. The offer is from blacklisted firm in any Federal / Provincial Govt. dept.
- k. Hand written bids shall NOT be accepted; it must be typed.
- l. Only typed tender on original prescribing letter pad, sealed, signed and stamp (Every Page) should be submitted. The quoted Price must be preprinted and hand written quoted price will not be acceptable. Optional or double rates for single item is not allowed.

- 3.5.2. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.
- 3.5.3. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
- 3.5.4. In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.
- 3.5.5. 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 Peshawar's future bids.
- 3.5.6. The Proposal may also be rejected up until signing of the Service Agreement, in case Peshawar Institute of Cardiology PIC-MTI concludes, in its discretionary right, that one of the following applies:
  - a. The Proposal does not comply with the objectives of the tender or is not in line with the applicable laws (especially in case the Proposal proposed is not acceptable to Peshawar Institute of Cardiology PIC-MTI in terms of conditions offered or their alignment with applicable laws and existing practice in the Islamic Republic of Pakistan;
  - b. There is evidence of collusion/joint agreement between Service providers; There is reason to believe that tender rules have been violated (for example, failure to keep confidential information);
  - c. There is evidence that the Service provider is trying to gain advantage over other Service providers in an incorrect manner; or
  - d. The Financial Offer varies significantly from the estimate of Peshawar Institute of Cardiology PIC-MTI.
- 3.5.7. In the event of the rejection of a Proposal, Peshawar Institute of Cardiology PIC-MTI shall inform the relevant Service provider in a written form, in accordance with the applicable laws.

### **3.6. Cancellation of the Bidding Process and Proclamation of the Bidding Process as Unsuccessful**

Peshawar Institute of Cardiology PIC-MTI reserves the right to unilaterally cancel or suspend the Bidding Process at all times. In case of cancellation, Peshawar Institute of Cardiology PIC-

- 3.6.1. MTI will inform the Service providers.
- 3.6.2. The tender may be cancelled at any time prior to the Submission Deadline at no cost to, if Peshawar Institute of Cardiology PIC-MTI determines that this action is in its best interest or that of the Government of Pakistan/Khyber Pakhtunkhwa. Reasons for cancellation include, but are not limited to:
- 3.6.3. Changes in the legislative framework in the Islamic Republic of Pakistan, causing the Bidding Process or the Required Services to become impossible, illegal or economically unviable; or
- 3.6.4. Proposed amendments to the instructions or procedure would be of such magnitude and substance that a new Bidding Process would be desirable.
- 3.6.5. The Bidding Process may be proclaimed unsuccessful at any time after the Submission Deadline, at no cost to Peshawar Institute of Cardiology PIC-MTI, if:

- 3.6.6.No Proposals have been submitted;
- 3.6.7.The Proposals which have been submitted, in the opinion of Peshawar Institute of Cardiology PIC-MTI, do not meet the criteria, goals and requirements of the Bidding Process; or
- 3.6.8.The Winning Service provider refuses to sign the Service Agreement in the form offered by Peshawar Institute of Cardiology PIC-MTI.
- 3.6.9.In the event of such rejection of a Proposal, or cancellation or proclamation of the Bidding Process as unsuccessful, no Service provider shall be entitled to any claim whatsoever against Peshawar Institute of Cardiology PIC-MTI or the Government of Pakistan/Khyber Pakhtunkhwa for any costs, expenses or damages resulting directly or indirectly from such cancellation of the Bidding Process or rejection of Proposal.

### 3.7. Format and Signing of Bid

- 3.7.1.The Bidder shall prepare an original clearly marking each “ORIGINAL BID” as appropriate.
- 3.7.2.The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, shall be initialed by the person or persons signing the bid.
- 3.7.3.Bid documents and required documents must be submitted in Hard Tap binding in one master envelop, without Hard Tap binding the bid may be rejected as non-responsive.

### 3.8. Sealing and Marking of Bids

- 3.8.1.The Bidder shall seal the original bid in master envelope, duly marking the envelopes as bid for “**Operation and Maintenance of Lifts at PIC-MTI PIC-074**”
- 3.8.2.The inner and outer envelopes shall:
  - a. be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
  - b. bear the Project name indicated **Operation and Maintenance of Lifts at PIC-MTI PIC-074**, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet.
- 3.8.3.The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.
- 3.8.4.If the outer envelope is not sealed and marked as required by clause 3.7 above, the PIC-MTI will assume no responsibility for the bid’s misplacement or premature opening.

### 3.9. Opening and Evaluation of Proposals

Bid will be evaluated in two stages as follows

- 3.9.1.**The Technical Evaluation** of the bid shall be according to the criteria given in **Section 05**. All compliance certificates need to be submitted with the technical bid along with all lists and other requirements with proofs.
- 3.9.2.If the technical bid achieves 70% marks (as per technical evaluation criteria) in **Section 05**, the bid will be considered technically qualify. Those bids scoring less than 70% will not be considered for financial bid opening.
- 3.9.3.**Financial Evaluation**  
Financial Proposal of technically qualify bidders shall be opened at a date and time fixed and notified in advance to the bidder. Contract will be awarded to the lowest financial bid of the technically qualified bidders (bidders scoring 70% or more in the technical evaluation) subject to reasonability of prices.
- 3.9.4.The opening of the Financial Proposals shall be during a public session at a time notified



later on. The Service providers who have been qualified for the evaluation of their Financial Proposal may be represented, by not more than two (2) persons, at the opening of the Financial Proposals. After the conclusion of the public opening, Peshawar Institute of Cardiology PIC-MTI shall evaluate the Financial Proposals.

### **3.10. Signing of the Service Agreement**

- 3.10.1. The Winning Service provider shall receive an invitation in form of Letter of Award from Peshawar Institute of Cardiology PIC-MTI with the aim to sign a Service Agreement for Required Services as defined in the Service Agreement. The Winner Service provider shall, within Fourteen days (14) days of receipt of Letter of Award will sign the agreement however, bid security shall be consider as a Performance Security.
- 3.10.2. In the event of a withdrawal by a Winning Service provider, Peshawar Institute of Cardiology PIC-MTI may invite the next Service provider to conclude a Service Agreement for the Required Services.
- 3.10.3. If a Service provider which was invited by Peshawar Institute of Cardiology PIC-MTI to sign a Service Agreement withdraws from the Bidding Process, the Bid Security of the said Service provider shall be forfeited/called by Peshawar Institute of Cardiology PIC-MTI

## SECTION-04

### 4. INSTRUCTIONS TO SERVICE PROVIDERS/ BIDDING PROCESS

#### 4.1. General Terms that the Proposal Must Fulfil

- 4.1.1. All elements of the Proposal containing monetary values, whether they apply to business activities in the Islamic Republic of Pakistan or abroad, must be expressed in Pakistani Rupees (PKR).
- 4.1.2. All documents forming part of the Proposal must be written in the English language; copies of legal or similar supporting documents in other languages must be accompanied with a notarized translation.

#### 4.2. Proposal Package

- 4.2.1. The Proposal must be submitted in a master envelope containing two inner envelopes, i.e. the Technical Proposal envelope and the Financial Proposal envelope.

- 4.2.2. The master envelope must be properly sealed and must be marked with:

- a. The name and the address of the Service provider;
  - b. The warning: “Do not open before <insert Proposal Submission Deadline>”;
  - c. The wording: “Master envelope – Proposal for Operation and Maintenance of Lifts in Peshawar Institute of Cardiology PIC-MTI”.

- 4.3. The Technical Proposal envelope must be marked as “Technical Proposal” and must contain:

- a. One (1) complete original set of the Technical Proposal, clearly marked as “ORIGINAL”; and

- 4.4. The Financial Proposal envelope must be marked as “Financial Proposal” and must contain:

- a. One (1) complete original set of the Financial Proposal, clearly marked as “ORIGINAL”;
  - b. The Financial Offer must be signed and dated by the Authorized Representative

#### 4.5. Submission of Proposal

- 4.5.1. The Proposal must be delivered to Peshawar Institute of Cardiology PIC-MTI, Material Management Department, 1st floor, OPD Block, on or before the submission Date and time **March 05<sup>th</sup>, 2024** at the following address:

**Attention: Hospital Director**

**Peshawar Institute of Cardiology PIC-MTI**

**Address: Peshawar Institute of Cardiology PIC-MTI, Material Management Department, 1st floor, OPD Block.**

- 4.5.2. The Proposal must be submitted in person or via registered post mail or via courier, in closed envelopes. The Proposal shall be considered submitted upon physical receipt by Peshawar Institute of Cardiology PIC-MTI of the master envelope. Peshawar Institute of Cardiology PIC-MTI shall issue a Proposal receipt confirmation, which shall clearly indicate the date and time at which the Proposal was received. Late submission, for

whatsoever reason, will not be acceptable.

**4.6. Bid Security**

- a. Bid security @ **200,000/** in favor of “Hospital Director Peshawar Institute of Cardiology” should be kept sealed in the financial proposal.
- b. Copy of bid security shall be attached in technical proposal
- c. Bid security of the successful bidder shall not be released and will consider as a performance security till the compilation of contract.
- d. The bid security may be forfeited:
  - a. If a Bidder withdraws its bid during the period of bid validity as specified in this RFP; or
  - b. In the case of a successful Bidder, if the Bidder fails to sign the contract or
  - c. The service provide commits any breach of the Contract Agreement

If the first lowest evaluated responsive bidder doesn't comply with section d (ii) above than the next lowest evaluated responsive bidder may be award the contract.

**Bid Validity**

- i) The bids should be valid for a period of 120 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.

## **Bid Data Sheet**

<b>DATA SHEET</b>	
Introduction/Description	Detail
Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.
Name of Contract.	Operation and Maintenance of Lifts At PIC-MTI Peshawar: PIC-074
Procuring agency's address, telephone and facsimile numbers.	Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan 091-9219645
Language of the bid.	English
<b>BID PRICE AND CURRENCY</b>	
The price quoted shall be	The bidder must quote in PKR including all the taxes only for Operation and Maintenance of Lift. The bidder must quote in foreign currency for spare parts list as mentioned in Statement of Requirement of this RFP
GST Exemption (PIC-MTI)	PIC-MTI has got the approval as Charitable Institution under Section 2(36) of the Income Tax Ordinance, 2001. Hence, with reference to Section 13(1) of the Sales Tax Act, 1990, "Supply of Goods specified in the sixth Schedule shall be exempt from Sales Tax. (Clause 166 of Table-1 of 6 <sup>th</sup> Schedule) The prices quoted by the bidder shall be inclusive of all applicable duties and taxes. The Income Tax, stamp duty and Professional Tax or any other Government tax will be charged as per rules. (However, this hospital is exempted from the General Sales Tax)
The Price shall be fixed	The quoted prices will be valid for 120 days
Amount of bid security.	Bid Security shall be submitted in original to the amount of PKR. 200,000/- from schedule bank of Pakistan excluding microfinance and financial Institutions in favor of "Hospital Director Peshawar Institute of Cardiology". The Bid Security shall be submitted from the account of the bidder who submits the bid;  The Bid Security shall be forfeited: <ul style="list-style-type: none"> <li>• If a bidder withdraws his bid during the period of bid validity; or</li> <li>• In the case of a successful bidder, if he fails to: Sign the contract agreement</li> <li>• The service provide commits any breach of the Contract Agreement</li> </ul>
Bid validity period.	120 days from the date of opening of bids

Duration of Contract	Total Duration of Contract 2 years First 6 months' probation. Initially contact will be signed for 2 year and may be renewed/extend for further periods of two (02) years on yearly basis on the same Terms and Conditions mutually agreed upon by the concerned parties.
Selection Criteria	The bidder found to be technically qualified and lowest in price will be considered as the successful bidder
Number of copies.	One (original bid) in hard tap binding.
Address for bid submission.	Hospital Director Bids are to be delivered to the office of the Manager Material Management, 1st floor OPD block, Peshawar Institute of Cardiology (PIC-MTI). Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan
Deadline for bid submission.	<b>March 05<sup>th</sup>, 2024</b> at 11:00 AM
Pre-Bid meeting with the bidders	<b>February 20<sup>th</sup>, 2024</b> time 10:00 AM
Time, date, and place for bid opening.	<b>March 05<sup>th</sup>, 2024</b> at 11:30 AM
<b>BID EVALUATION</b>	
<b>Tender Process</b> (Operation & maintenance of lift)	<b>Single Stage Two Envelope</b> <b>Procurement will be carried out as per KPPRA Rule 2014 Amended 2022 : rule 14 sub rule (2)(b) (ix)</b> <b>the bidder found to be the technically qualified and lowest in price will be considered as the successful bidder.</b>
<b>Tender Process</b> (Lists of spare parts)	Contract will be awarded to bidder who qualified in Mandatory Criteria and Offer Lowest price for each spare parts.
Clarification of Bids	The Procuring agency may ask the Bidder in writing, only for clarification regarding the received documents in the bid; however, no change in the prices or substance of the bid shall be sought, offered, permitted or entertained. This communication shall be with the prior approval of chairman T&E committee.

## SECTION-5

### Responsiveness Criteria

#### 5.1. Eligible bidder/Mandatory documents:

S, No	Mandatory Documents for both Lots
1.	The bidder must be registered with FBR for Income Tax, and reflected as Active Tax Payer (ATL) on the list of FBR.
2.	The bidder must be registered with Khyber Pakhtunkhwa Revenue Authority (KPRA), reflected as Active Tax Payer
3.	The bidder must have maintained at least Two (02) projects of operation & maintenance of lifts in Two (02) different organization in last three years.  Valid documents must be attached (Purchase Order/contract agreement/Award Letter)
4.	The bidder Shall quote separately for both of the following <ul style="list-style-type: none"> <li>• Operation &amp; maintenance of lifts &amp;</li> <li>• Lists of spare parts</li> </ul>
5.	The Bidder is not blacklisted from any provincial or federal public entity/department. Bidder shall provide an affidavit of such undertaking on judicial paper;
6.	Each bidder shall have valid authorization letter from the Principal Manufacturer of lifts.
7.	Bid Security as mentioned above.

5.1.1. Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPPRA Rules 2014.

5.1.2. Bidders must quote for the complete scope of works/Services. Any bid covering partial scope of work/services will be rejected as non-responsive,

5.2. Prior to evaluation of Proposals, Peshawar Institute of Cardiology PIC-MTI shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a. the Proposal is received by the Proposal Submission Deadline;**
- b. the Proposal contains all the information (complete in all respects) as requested pursuant to this RFP; and**
- c. the Proposal does not contain any condition or qualification(s)**

5.3. Peshawar Institute of Cardiology PIC-MTI reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Peshawar Institute of Cardiology PIC-MTI in respect of such Proposal.

## 5.4. Evaluation Criteria

5.4.1. Peshawar Institute of Cardiology PIC-MTI shall evaluate the Technical Offers in accordance with the following criteria:

5.4.2. The bids / proposals will be evaluated on the basis of advertisement, bid documents and the point system as specified below.

**Total Marks = (70)**

**Passing Marks = (49)**

<b>1</b>	<b>Technical &amp; Engineering Capabilities</b>		<b>10</b>
	BSc Engineer (Electrical/Electronic/ Mechanical) having degree duly registered with Pakistan Engineering Council and working with the bidding firm for at least 03 years shall be considered. (Appointment Letter, Degree and PEC registration must be attached) (Each Engineer carry 2 marks)	1 Engineer	02
		2 to 04 Engineer	08
		05 & above Engineer	10
	<b>Technician (DAE)</b>		<b>10</b>
	Technician (DAE Electrical/ Electronic/ Mechanical) having diploma duly recognized from Technical Board shall be considered and working with the bidding firm for at least 02 years. (Appointment Letter, Diploma must be attached) (Each Technician DAE carry 2 marks)	1 Technician	02
		2 to 4 Technician	08
		5 & above Technician Maximum marks	10
<b>2</b>	<b>Relevant Experience with Institutes</b>		<b>18</b>
	Experience in the relevant field regarding service & maintenance, Supply and Installation of Lift. (Work order/agreement from major institutions must be attached along with performance certificate from institute). Major institutions (Public / Private) served Purchase Orders/Contract Agreements/Award Letters without Performance Certificates will be considered null and void. (Each Institute carry 3 marks)	I. 2 Institutes ii. 4 Institutes iii. 6 Institutes	06 12 18
<b>3</b>	<b>Registration, Tax and Audit Certificates</b>		<b>06</b>
		Income Tax Return Statement of Last consecutive 03 years i.e. 2020-21, 2021-22 and 2022-23	06
<b>4</b>	<b>Financial Capabilities</b>		<b>16</b>
	<b>Turnover in Millions Audit Report Should be attached</b>	<ul style="list-style-type: none"> <li>1-20 million</li> <li>21-40 million</li> <li>41-70 million</li> <li>71- 100 million</li> <li>101 million and above</li> </ul>	03 05 10 12 16

5	<b>Local/ Regional Office</b>		<b>05</b>
	Firm's office	Availability of Office /Workshop in Peshawar.	05
6	<b>Testing &amp; Calibration Tools/Equipment</b>		<b>05</b>
		<ul style="list-style-type: none"> <li>List of the relevant tools to be provided on site for Operation &amp; Maintenance</li> <li>Spare Parts readily available in Stock</li> </ul>	02
		(List should be attached on the Bidder Letter head)	03
	<b>Total Marks</b>		<b>70</b>
	<b>Qualifying Marks</b>		<b>49</b>

### FINANCIAL CRITERIA

<b>BID EVALUATION</b>	
<b>Tender Process</b> (Operation & maintenance of lift)	<b>The bidder found to be the technically qualified and lowest in price will be considered as the successful bidder.</b>
<b>Tender Process</b> (Lists of spare parts)	<b>Contract will be awarded to bidder who qualified in Mandatory Criteria and Offer Lowest price for each spare parts.</b>



## **Section-06**

### **6. GENERAL MATTERS**

#### **6.1. General Obligation of Service providers**

6.1.1. Notwithstanding any information given in the RFP and any additional communication from Peshawar Institute of Cardiology PIC-MTI, including supplemental notices and bid bulletins, it is the sole responsibility of any Service provider to:

- i.* **be fully acquainted with the laws, requirements, terms, and conditions of the Bidding Process;**
- ii.* **examine all the bidding documentation, including all instructions, annexes, forms, terms and specifications; and**
- iii.* **familiarize itself with all existing laws acts, rules, and ordinances of Islamic Republic of Pakistan, whether national or local, which may affect the provision of the Required Services.**

#### **6.2. Confidentiality**

6.2.1. Information relating to the examination, clarification, evaluation and recommendation for the Service providers shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising Peshawar Institute of Cardiology PIC-MTI in relation to or matters arising out of, or concerning the Bidding Process.

6.2.2. Peshawar Institute of Cardiology PIC-MTI shall treat all information submitted as part of the Proposal in confidence and shall require all those who have access to such material to treat the same in confidence.

6.2.3. Peshawar Institute of Cardiology PIC-MTI shall not reveal any such information, unless it is directed to do so by any statutory body that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory body and/or Peshawar Institute of Cardiology PIC-MTI.

#### **6.3. Proprietary Data**

6.3.1. All documents and other information supplied by Peshawar Institute of Cardiology PIC-MTI or submitted by a Service provider to Peshawar Institute of Cardiology PIC-MTI shall remain or become the property of Peshawar Institute of Cardiology PIC-MTI.

6.3.2. Service providers must treat all information related to the Bidding Process as strictly confidential and must not use it for any purpose other than for preparation and submission of a Proposal.

6.3.3. Peshawar Institute of Cardiology PIC-MTI will not return any Proposal or any information provided along therewith except unopened Financial Proposal.

#### **6.4. Fraud and Corruption**

6.4.1. It is Peshawar Institute of Cardiology PIC-MTI policy to require that procuring entities and employers (including beneficiaries of public funds), as well as Service providers, suppliers and contractors under Public-funded contract, observe the highest standard of ethics during the procurement and execution of such contracts.

6.4.2. In pursuit of this policy, Peshawar Institute of Cardiology PIC-MTI:

- a. defines, for the purposes of this provision, the terms set forth below as follows:**

**Coercion** means harming or threatening to harm, directly or indirectly, persons, or their property to influence their involvement in the Bidding Process, or affect the execution of the Service Agreement.

**Collusion** means a scheme or arrangement between two or more Service providers, with or without the knowledge of the government, designed to establish financial offers or prices at artificial, non-competitive levels.

**Corrupt Practice** means the offering, giving, receiving, or soliciting, of anything of value to influence the action of a public official in the Bidding Process or in contract execution and includes inter alia bribery, extortion or coercion, which involves threats of injury to person, property or reputation.

**Fraudulent Practice** means a misrepresentation of facts in order to influence the Bidding Process or the execution of a contract to the detriment of the procuring entity, and includes collusive practices among Service providers (prior to or after the submission of Proposals) designed to establish bid prices at artificial, non- competitive levels and to deprive the procuring entity of the benefits of free and open competition.

**Restrictive Practice** means any act, scheme, plan or agreement such as forming a group, clique, cartel, trust, syndicate, combine, pool and the like or arriving at any understanding or arrangement among Service providers, Consortium Members, Subcontractors, or the Affiliates of any of these entities, with the objective of restricting, subverting or manipulating a full and fair competition in the Bidding Process.

**Undesirable Practice** means (i) establishing contact with any person connected with or employed or engaged by Peshawar Institute of Cardiology PIC-MTI with the objective of canvassing or lobbying or (ii) in any manner influencing or attempting to influence the Bidding Process.

- a. will exclude from the Bidding Process any Service provider found to be engaging or having engaged in any Corrupt Practice, Collusion, Coercion, Fraud, Fraudulent Practice, Undesirable Practice or Restrictive Practice in competing for the provision of the Required Services; and**
- b. will denounce to relevant authorities any Service provider found to be engaging or having engaged in any Corrupt Practice, Collusion, Coercion, Fraud, Fraudulent Practice, Undesirable Practice or Restrictive Practice in competing for the provision of the Required Service, which may result in the Service Agreement being cancelled and/or such Service provider incurring civil and criminal liability under the applicable laws and regulations and being declared ineligible, for a period of ten (10) years, to be awarded any public-funded contract in the Islamic Republic of Pakistan.**

#### **6.5. Governing Law and Rules**

- 6.5.1. The provisions of Islamic Republic of Pakistan shall govern all matters relating to this RFP.**

## SECTION-07

### 7 Scope of Services:

#### **Responsibilities of the Services Provider.**

#### **The Service Provider shall:**

#### **Routine / periodic maintenance:**

- 7.1. responsible to keep the Lifts properly functional and perform any troubleshooting throughout the period of contract 24/7.  
Be responsible for deputing the staff to keep the lifts functional during public / gazette / Eid Holidays etc. without fail.
- 7.2. Carried out routine / periodic maintenance / service, as per schedule, shall include the following not limited to:
  - a) Function and operation safety check
  - b) Adjustment, setting and lubrication
  - c) Correction of detected defects which result from normal wear and tear.
  - d) Performing preventive work
  - e) Inform to the PIC-MTI representative regarding required replacement of defective part immediately.
  - f) The control panel shall be checked, cleaned and maintain properly by the Service Provider.
  - g) All the internal electric system of the lifts, shall be checked and maintained properly.
  - h) That all cleaning material e.g the oil, grease and cloths shall be provided by the Service Provider
  - i) Safety security of passengers must be upheld by the service provider at any cost with zero compromise. In case of any mishap or negligence, the Service Provider will be held responsible in all aspects.
  - j) Shall also responsible for manual cleaning of control panel, machine room, checking adjustment of Brake, condition of main traction rope, Speed Governor, condition of Speed Governor Rope, all safety switches, induction plates, Clean and grease MAIN and C. Wt. Guides, adjustment of the Guide Shoes, checking Guide Clips of the brackets, cleaning main emergency breaks, filling of oil in oil cups {Car & C. Wt, cleaning of door locks and door contacts, cleaning of door drive unit, cleaning of landing doors and sills, cleaning of Lift Car, False Ceiling and Sills, checking operation of Car Control Panel, cleaning Car Top and Maintenance Box Buttons, cleaning of Landing Push Buttons Boxes, checking all safety system, Checking and cleaning of hoisting unit, checking and greasing of guide rails, checking tension of suspension ropes, checking of all safety devices, checking of electric wires, checking smooth travel of car, checking of smoot opening and closing of doors, checking power supply voltage, checking weight/capacity, checking floor to floor speed(1m/second).
- 7.3. In larger interest of patients, the Service Provider, in no case will hamper the repair work or will use delaying tactics, to keep lifts in functional order, making use of fake excuses. This act will be treated as violation and in addition to legal action, imposition of penalty.
- 7.4. provide a monthly schedule for routine periodic preventive maintenance of all lifts within 7 days of commencement of the work after award of contract. The firm will provide a services checklist of the work, performed the services on every month and get signed from authorized representative of PIC-MTI.
- 7.5. be responsible for the operation of the complete lifts, complete servicing and maintenance of all equipment, controls, components and accessories including minor repairs, monthly, weekly overhauling and servicing.
- 7.6. be responsible for continuous operation including maintenance, servicing repairs, overhauling and minor repairs of sensors and cards/panels.
- 7.7. ensure that the lifts are operated, maintained and serviced efficiently to avoid

breakdown during normal operation. The Service Provider shall also ensure economical consumption of the materials and spare parts supplied by the Employer.

- 7.8. regularly submit a monthly report in triplicate to the PIC-MTI representative by 5th of each month regarding overall performance of the complete lifts during the preceding month.
- 7.9. submit an estimate to the authorized representative of PIC-MTI for approval before carrying out any major repairs which become necessary in due course but not due to any negligence or default of the Service Provider his agents of which the PIC-MTI shall be the sole judge. The estimate shall be submitted to Director Building and Facilities Management so as not to disrupt the lifts operation. The Service Provider shall under take the work on approval of the estimate by the PIC-MTI.
- 7.10. carry out the work of routine servicing and maintenance as required must be completed by the Service Provider's staff every day.
- 7.11. Checking the working of all electrical and mechanical components of the equipment.
- 7.12. Any servicing or running repair required during the operation of the lift.
- 7.13. The Service Provider will engage experienced and qualified staff for the operation servicing and maintenance of the lifts that will work exclusively in the building and shall not be diverted to the Service Provider other installations. The staff must remain at the site of work during the operation & maintenance of lifts.
- 7.14. arrange periodic site visits of his senior Engineer to check the operation of the lifts and the servicing, maintenance and overhauling work carried out by his staff. The Service Provider will submit the inspection report to the Manager Building and Facilities Management in first week of every quarter for the preceding quarter specifically pointing out any deficiency / shortcomings.  
ensure that the spare parts etc. are replaced only when it is considered essential as per the approval of PIC-MTI. Maximum care would be exercised for economy and all efforts should be made to repair the old part for its reuse. New part should only be substituted when the old part cannot be satisfactorily repaired.
- 7.15. carry out the servicing of the lifts on working day. The Service Provider Supervisor Engineer shall inform the PIC-MTI Representative two days before regarding the servicing work
- 7.16. to be carried out on working day so that the PIC-MTI representative can arrange necessary arrangement for the Service Provider staff.
- 7.17. In case any equipment or parts of the lifts are damaged or destroyed as a result of negligence on the parts of the Service Provider, his agent or employees, the Service Provider shall be liable to pay for rectification and making good of all such damages or losses.
- 7.18. ensure good behavior by his staff and the Service Provider supervisor Engineer should liaison with and follow the instructions of the PIC-MTI Representative, particularly regarding the entry of the Service Provider staff to the building occupied areas for operation & maintenance of lifts.
- 7.19. submit his bill to the Manager Building and Facilities during 1st week of every month for the work carried out during the preceding month.
- 7.20. carry out the Services in accordance with the Scope of service and provisions of this Contract.
- 7.21. diagnosis and rectification of breakdown/emergent fault in 24-48 hrs.
- 7.22. provide CNIC No, Detailed Document and other details of their staff with shift Wise Details. Staff will not be changed from site; in case they will take prior approval.
- 7.23. ensure that it will not violate any Law of Pakistan especially laws related to Labour Laws of Pakistan.
- 7.24. adhere to the prevailing labour laws including but not limited to Minimum wages,

social security & employee old age benefits etc. The PIC-MTI reserves the right to seek proof if the same is being paid to the personnel as and when required, the failure of which can lead to the Termination of the Contract, forfeiture of Performance Guarantee/Security and remaining invoices amounts may be distributed to Staff of the Service Provider or may impose liquidity damages as describe in the agreement;

- 7.25. In case of any labour disputes regarding their employees, resolve the same at the earliest to ensure scheduled work is completed satisfactorily and on time.
- 7.26. Be liable to pay compensation for any loss and damage caused to the property of the PIC-MTI or its staff by the Service Provider or its workers.
- 7.27. Provide the names, address, age, Security Clearance Certificate and Medical Certificate of the Personnel deployed at the hospitals. File of Personnel will be maintained by Service Provider.
- 7.28. In the event of any illness/ injuries resulting from any accident to their staff, the service provider shall take all responsibility for the same and provide necessary compensation towards medical care and meeting all medical expenses incurred for the same without making PIC-MTI a party to it.
- 7.29. In case of any major repair or part replacement, service provider will take approval from PIC-MTI and a separate purchase order will be issued as per the spare part rate mentioned in the agreement
- 7.30. Be responsible for 08-hour shift three shifts a day.
- 7.31. Be responsible for reliever.
- 7.32. Be allow their staff four (04) leaves per calendar month.
- 7.33. Should meet the required KPI's percentage set by PIC-MTI

#### **Responsibilities of the employer**

- 1 The PIC-MTI shall provide spare parts for major repairs, as and when required are not included in the scope of works.
- 2 The PIC-MTI will facilitate the working of the Service Provider by providing adequate facility.
- 3 The PIC-MTI reserves the right to make deduction for the period of interrupted operation of the lifts on pro- rata basis where the cause of interruption is attributable to the negligence of the Service Provider, of which the PIC-MTI shall be the sole judge.
- 4 The PIC-MTI representative may instruct the Service Provider supervisor Engineer to operate the lifts
  - i. beyond normal hours on a working day or
  - ii. on a Sunday or public Holiday by giving notice two days before the holiday.
- 5 PIC-MTI Provision of suitable working space to Service Provider's staff for carrying out repairs

#### **Child Labour**

- 1 The Service Provider represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, which requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 2 Any breach of this representation and warranty shall entitle PIC-MTI to terminate this Contract immediately upon notice to the PIC-MTI, at no cost to PIC-MTI.

## **Staff Requirement**

### **Lift / Elevators Technician**

The Service Provider should be equipped with following expertise.

The Service Provider shall ensure presence of Qualified, experienced and professional lift technician having at least 3 years' experience for operation, maintenance and troubleshooting round the clock 24/7 support including on Saturdays, Sundays and other holidays. In this regard, the contractor shall dispatch its assigned technical staff as and when required by the hospital at the earliest.

The Service Provider shall ensure that in the absence of any staff member, a replacement/reliever must be provided immediately.

The Service Provider shall arrange tools and instruments for its technicians who are required for operation, maintenance, servicing, overhauling and minor repair of above equipment.

**Contract Duration:** The contract duration shall be for a period of Two (02) years starting from commencement date of the Contract and the initial six (06) months shall be consider as probation period. During the probation period the performance of the service provider shall be monitored, upon unsatisfactory performance the contact agreement may be terminated at one-month notice. PIC-MTI may terminate the contract prior one-month notice in case three warnings issued during the probation period. The contract may be renewed/extend for further periods of Two (02) years on yearly basis on the same Terms and Conditions mutually agreed upon by the concerned parties

The performance of services by the Service Provider under this agreement shall remain under observation during the whole period of the agreement, in case the services are found unsatisfactory, below the specified standard or non-performance of the Service Provider staff / manpower, this contract shall be terminated by the Procuring Agency at any time with immediate effect.

### **Termination of the Agreement**

Without prejudice to any other available rights / remedies, the PIC-MTI shall have the right to terminate this agreement at its option for any reason specifically provided hereunder or otherwise in case of any breach of this agreement by Service Provider.

The performance of services by the Service Provider under this agreement shall remain under observation during the whole period of the agreement, in case the services are found unsatisfactory, below the specified standard or non-performance due to strike of the Service Provider staff / manpower, this contract shall be terminated by the PIC-MTI at any time with immediate effect.

In such events e.g. non-performance due to strike or violation of contract, the Service Provider shall be BLACKLISTED as per the prevailing KPPRA rules and Performance Guarantee/Security will be encashed/forfeited or the toolkits/tools/equipment may be confiscated.

In case of failure of the service provider to fulfill any obligation under this contract within the stipulated time, the procuring agency may proceed for imposition of penalties or may proceed for termination of the agreement as decided by the hospital authority.

The PIC-MTI shall be entitled to terminate this agreement forthwith at any time upon serving notice of 30 days after the probation period in the event of misconduct either on the part of the Service Provider or its employees or non-performance of responsibilities and services by the Service Provider.

### **Arbitrator/ Dispute Resolution**

7.3.1 If any conflict arises between the parties, the matter will refer to the Committee Comprising of both parties' equal members to conduct inquiry. If the nominated

representatives are unable to resolve the Dispute to the satisfaction of the Parties, then the matter will be referred to the Arbitrator. Management Committee (MC) of PIC-MTI will be the Arbitrator.

- 7.3.2 The decision of the Arbitrator (MC) as to any matter referred under this Agreement shall be final and binding on both Parties and shall not be subject to appeal in court.

### Schedule of Requirement

**The Service provider shall quote all the spares parts mentioned below.**

**The Service Provider will quote the prices of the spare parts in foreign currency**

S.No	Items Description	U/M	Price in foreign currency with All Taxes except GST
1	Door Slider	No's	
2	Cabin Oil Cup	No's	
3	Limit Switch	No's	
4	Leveling Switch	No's	
5	Led Light	No's	
6	Cabin Guide Shoe Pad	No's	
7	Counter Guide Shoe Pad	No's	
8	Lop Button Up)	No's	
9	Lop Button-Down)	No's	
10	Cop Floor Numbering Button	No's	
11	Cop Door Open Button	No's	
12	Cop Door Close Button	No's	
13	Cop Buzzer Button	No's	
14	Photocell	No's	
15	Main Board	No's	
16	MCB Card	No's	
17	Door Drive Card	No's	
18	Sase Card(Main Control Panel)	No's	
19	Safety Card(Main Control Panel)	No's	
20	Maintenance Box Card	No's	
21	Cop Communication Card	No's	
22	Lob Card	No's	
23	Doc Card	No's	
24	Micro Basic Card 192	No's	
25	Micro Basic Control Main Inverter	No's	
26	Display Card	No's	
27	Cabin Top Board	No's	
28	Door Shoes	No's	
29	Hall Lantens (Display)	No's	
30	Alim Board(Eco Go)	No's	
31	Door Lock Switch	No's	
32	Contactors	No's	
33	Break	No's	
34	Emergency Break	No's	
35	Door Contacts	No's	
36	ARD With Dry Battery	No's	
37	Magnetic	No's	
38	Circuit Backers	No's	
39	Car Up Down Indicators	No's	
40	Pre-Limit Switch	No's	
41	Transformer For Control	No's	
42	Power Supply Switch	No's	
43	Weighing Device	No's	
44	Bistable Switch	No's	
45	Encoder	No's	



46	Display Board For Cop	No's	
47	Switching Mode Power Supply	No's	
48	Infrared Light Curtain	No's	
49	Tensioner Switch	No's	
50	Phase Sequence	No's	
51	Inspection Switch	No's	
52	Emergency Stop Switch	No's	
53	Inspection Up Button	No's	
54	Inspection Down Button	No's	
55	Shoe Guide	No's	
56	Shoe Door	No's	
57	Magnetic Sensor	No's	
58	Door Gib	No's	
59	Landing Door Lock	No's	
60	Door Operator Bel	No's	
61	Door Operator Stable Switch	No's	
62	Rope	RFT	
63	Cwt Pulleys	No's	
64	Car Pulleys	No's	
65	Speed Governor	No's	
66	Traveling Cable	No's	
67	Traction Machine	No's	
68	Cell	No's	
69	AVR System For All Lifts & Dump Waiter	No's	
70	Bore Type Earthing	No's	
71	Guide Rails As Per Requirement	No's	
72	Inverter 15KW (ECOGO )	No's	
73	Inverter Model DSP, 15 HP, For Microbasic Controller	No's	
74	Alim Board (Ecog0)	No's	
75	Rev Card (Ecogo)	No's	
76	Mcb Card (Ecogo)	No's	
77	MCB Card (Micro Basic Controller)	No's	
78	Main Card (Micro Basic Controller)	No's	
79	Sase Card	No's	
80	Door Drive Card	No's	
81	Cop Display Card(Ecogo)	No's	
82	Doc Card(Ecogo)	No's	
83	MAGNETIC Single Switch (Black Colour)	No's	
84	Car Board Display(ECOGO)	No's	
85	Ard Ups Inverter (Ecogo)	No's	
86	Interrupter Magnetico Magnetic Switch- 325	No's	
87	Interrupter Magnetico Magnetic Switches- 328	No's	
88	Hall Lantern (Door Top Display)	No's	
89	Door Shoes (LANDING Door, Car Doors)	No's	
90	Guide Shoe 16mm	No's	
91	Guide Shoe 10mm	No's	
92	Cabin Inside Up, Down Indicator	No's	
93	Machine Brake (MP Mago Machine)	No's	
94	Machine Brake (SASSI Machine)	No's	
95	LOP UP & Down Button	No's	
96	Cop Buttons	No's	

97	Car Up Down Indicator	No's	
98	COP Key Switch	No's	
99	Door Key	No's	
100	Door Lock	No's	
101	Door Track Springs	No's	
102	Oil Cup	No's	
103	Safety Gear	No's	
104	Traction Machine Break	No's	
105	Ard Dry Battery	No's	
106	Ceiling Light	No's	
107	Over Load Device	No's	
108	Encoder	No's	
109	Door Operator Belt	No's	
110	Cwt Pulley	No's	
111	Car Pulley	No's	
112	Transformer	No's	
113	Guide Rail	No's	
114	Traveling Cable	Rft	
115	Rope	Rft	

**Purchase Order for Spare Parts will be issued in PKR. The conversion would be calculated under "Ex-Change Rate of Pakistan" prevailing rate on the demand date.**

The Service Provider shall be solely responsible for Spare Parts transportation, loading, unloading and staking of the supplied items, till Peshawar Institute of Cardiology PIC-MTI.

All the port charge, clearing charges, custom charges, terminal handling charges, port storage charges, late arrival charges and any other charges will be the responsibilities of bidder. PIC-MTI will not bear any charges other than mentioned in Purchase order.

## Schedule 1 Technical Proposal Submission Letter

To be submitted by the Service provider on the letterhead of the firm/company

I, (name), (citizenship), of legal age, with office address at (address), as the Authorized Representative of (name of Service provider), hereby certify for and on behalf of (name of Service provider) that:

1. (Name of Service provider) is bidding for the provision of the Required Services for **Operation and Maintenance of Lift in Peshawar Institute of Cardiology PIC-MTI** and hereby submitting its Proposal, which shall remain valid and binding upon (name of Service provider) for a period of one hundred eighty (180) days from the Proposal Submission Date;
2. (name of Service provider) authorizes Peshawar Institute of Cardiology PIC-MTI to conduct any inquiries or investigations to verify the statements, documents, and information submitted in its Proposal, and to seek clarification from its clients and bankers regarding any technical and financial aspects; (name of Service provider) also permits third parties to supply information required to verify statements and information submitted in its Proposal;
3. (name of Service provider) acknowledges the right of Peshawar Institute of Cardiology PIC-MTI to reject its Proposal and to cancel the Bidding Process at any time, without incurring any liability, and accepts all the terms and conditions of the Request for Proposals;
4. (name of Service provider), have not at any time during the Bidding Process engaged in any Corrupt, Fraudulent, Coercive, Undesirable, or Restrictive Practices, nor have a Conflict of Interest;
5. (name of Service provider) waives any right to and shall not seek or obtain any restraining order, writ of injunction or prohibition or any other form of coercive judicial, quasi-judicial or administrative writ, process or issuance against Peshawar Institute of Cardiology PIC-MTI inconvenient the Bidding Process; and
6. (name of Service provider) acknowledges that Peshawar Institute of Cardiology PIC-MTI is undertaking this Bidding Process in the performance of its functions to ensure the provision of a critical basic necessity and that, therefore, the provision of the Required Services is of paramount public interest and importance and that Peshawar Institute of Cardiology PIC-MTI will suffer serious and irreparable damage on account of any breach by (name of Service provider) of these undertakings, and agree that the breach of these undertakings shall result in (name of Service provider)'s automatic disqualification from the Bidding Process.

For and on behalf of (name of Service provider)

(signature of Authorized Representative)

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(name, title and date)

## Schedule 2 Financial Offer Form (Operation & Maintenance of LIFT Only)

To be submitted by the Service provider

I, (name), (citizenship), of legal age, with office address at (address), as the Authorized Representative of (name of Service provider), hereby declare for and on behalf of (name of Service provider) that:

1. (name of Service provider) has examined the information provided in the Request for Proposals (including annexures) and the Service Agreement;
1. (name of Service provider) has examined the specifications of Equipment and made all due diligence in estimation of all operation and maintenance costs of the Equipment and allied services under the Agreement;
2. (name of Service provider) hereby submits its Financial Proposal, which includes cost of all services mentioned in RFP, Service Agreement and its attachment (Appendix, Annexures), which shall remain valid and binding upon (name of Service provider) for a period of one hundred eighty (180) days from the Proposal Submission Date; and
3. The Monthly Service charge offered by (name of Service provider) is of an amount of (amount in words) Pakistani Rupees (PKR (amount in numbers)).

S/ No.	Description	QTY (A)	Monthly Service Charges per Lift in PKR with all Applicable taxes (B)	Total Monthly Service Charges in PKR with all Applicable taxes AxB)
1	Monthly Service charges offered by the service provider for Operation and Maintenance of Lift including cost of all taxes for provision of all services mentioned in RFP/ Contract including its attachments. (The price shall be quoted inclusive of sales tax on services)	08		

For and on behalf of (name of Service provider)

(signature of Authorized Representative)

(Name, title and date)

### Schedule 3 Affidavit of Integrity Pact

#### **DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS OF GOODS, SERVICES & WORKS**

[Name of service provider/operator] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of KPK (GoKPK) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoKPK) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of service provider/operator] 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 including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKPK, except that which has been expressly declared pursuant hereto.

[Name of service provider/operator] 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 GoKPK and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of service provider/operator] 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 right and remedies available to GoKPK under any law, contract or other instrument, be voidable at the option of GoKPK.

Notwithstanding any rights and remedies exercised by GoKPK in this regard, [Name of service provider/operator] agrees to indemnify GoKPK for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKPK in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of service provider/operator] 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 GoKPK.

\_\_\_\_\_  
Signature & Stamp

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 2024

## **BLACKLISTMENT OF DEFAULTED BIDDER/CONTRACTOR**

### **Conditions for Blacklisting 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.

### **Procedure for blacklisting 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 showcase notice shall contain the statement of allegation against the Bidder.
3. The bidder will be given maximum of seven days to submit the written reply of the show cause notice.
4. In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-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 KPPRA and defaulting bidder within three days of passing order.

### **PAYMENT:**

- a. Monthly payment will be made on performances basis and by the recommendation of Director/Manager Building & Facilities PIC-MTI as per the article-IV and appendix-B of the contract agreement.

## **DRAFT SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** is made at Peshawar on this xxxxxxx **day of Month(xxxxxxxxxx), 2024** and will affect from xxxxxxxxxxxxx, 2024 and shall remain in full force and effect up to xxxxxxxxxxxxxxxxx, (hereinafter, “the Term”), unless terminated earlier in terms of Article VII (“this Agreement”),

### **BY & BETWEEN**

**Peshawar Institute of Cardiology (“PIC-MTI”)**, a Hospital existing under the laws of Pakistan, has its registered office 5-A, Sector B-3, Phase-V Hayatabad, Peshawar, Pakistan (hereinafter referred to as “**PIC-MTI**”, which expression shall, where the context so admits, be deemed to include its authorised representatives, successors in interest, executors and permitted assigns) of the **First Part**;

### **AND**

**M/s (xxxxxxxxxxxxxxxxx)**, a company incorporated in [xxxxxxxxxxxxx], with company registration no. [xxxxxxxxxxxxx] and whose registered address is at [xxxxxxxxxxxxxxxxxxxxxxxxxxxxx] (hereinafter referred to as “**Service Provider**”, which expression, where the context so admits, shall include its successors in title and permitted assigns) of the Other Part.

(All capitalised terms used herein shall have the same meaning ascribed to them in Article 1.1, unless otherwise specified.)

### **RECITALS**

#### **WHEREAS:**

- A.** 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. PIC-MTI intends to hire a Service Provider for the “**Operation & Maintenance of Lifts in Peshawar Institute of Cardiology PIC-MTI at Hayatabad**” and other related activities (hereinafter the “**Services**”). PIC-MTI intends to enter into Agreement with a suitable Service Provider, selected through a competitive bidding process, who will provide Services as part of the Agreement.
- B.** The Service Provider has submitted a bid to PIC-MTI with the Proposal and has represented that it is possessed of the necessary skills, knowledge, equipment, experiences, capabilities, and qualified personnel requisite for performing the Services and matters ancillary and incidental to the provision of Services, and that it is in a position to provide the Services in a more effective and efficient manner.  
Based on the Proposal and Service Provider’s Representation, the Service Provider has offered to PIC-MTI for the provision of Services and PIC-MTI, with a view to achieving the Services in a timely and efficient manner and relying upon the Service Provider’s Representation, is keen to accept the offer of the Service Provider on the following terms and conditions.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements of the Parties expressed herein, the Parties agree as follows:

## ARTICLE – I

### DEFINITIONS & RULES OF INTERPRETATION

#### 1.1. DEFINITIONS:

In the Agreement, the following words and expressions shall have the meanings set out below:

- 1.1.1. **“Agreement”** means this agreement as amended from time to time and including the Annexes;
- 1.1.2. **“Annexes”** means the annexes attached to this Agreement;
- 1.1.3. **“Applicable Law”** means any constitution, statute, ordinance, treaty, decree, proclamation, rules, regulations or subordinated legislation or other legislative measure, as amended from time to time, including all national and provincial statutes and legislation and all municipal by-laws, as well as the common law and customary law and any judgment, decision, order or rule of any court or tribunal with relevant jurisdiction and any decision made by judicial or administrative bodies in accordance with any of the foregoing;
- 1.1.4. **“Authorized Representatives”** means persons authorized in writing by PIC-MTI and the Service Provider respectively
- 1.1.5. **“PIC-MTI”** means Peshawar Institute of Cardiology Medical Teaching Institute;
- 1.1.6. **“Business Day”** means any day other than weekend or public holiday in Pakistan as notified by Government of KPK;
- 1.1.7. **“Change in Law”** means:
  - a) the adoption of a new Law; or
  - b) change in or repeal of a existing Law,which after the Effective Date results in:
  - I. change in the taxes, duties or levies payable by the Service Provider in respect of the Services; or
  - II. change in or the repeal of any other requirement for the performance of the Services;
- 1.1.8. **“Commencement Date”** means the date on which the Services shall commence as notified by PIC-MTI;
- 1.1.9. **“Confidential Information”** means all information, without limitation, of whatsoever nature:
  - a. relating to the Disclosing Party’s business, operations, processes, drawings, sketches, plans, models, product information, know-how, market opportunities, customers and business affairs;
  - b. relating to the contents of this Agreement and any other information received pursuant to this Agreement,
- 1.1.10. **“Disclosing Party”** means the Party disclosing Confidential Information to the Receiving Party;
- 1.1.11. **“Technical Staff”** means those Employees who maintain and operate the Lift System as indicate in Annex-A;
- 1.1.12. **“Effective Date”** means when this Agreement has been signed by each Party, the latest of the dates upon which this Agreement was signed by any Party;



- 1.1.13. **“Employees”** means the employees of the Service Provider as describe in Annexure-A;
- 1.1.14. **“Entity”** means association, business, close corporation, company, concern, enterprise, trust, undertaking, voluntary association, body corporate and any similar entity;
- 1.1.15. **“Event of Force Majeure”** means an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, act of terrorism, civil war, revolution, civil commotion or other civil disorder, sabotage, riot, blockade, embargo, strikes (excluding strikes by Service Provider staff), lock-outs or other labour disputes, sanctions, epidemics, act of any Government, compliance with law, regulations or lawful demands of any Government or Governmental agency;
- 1.1.16. **“KPI”** means the key performance indicator;
- 1.1.17. **“Liquidated Damages”** means the amounts to be deducted from the monthly payments for the Service Provider pursuant to particular service level failures as set out in the Annexure-B “Key Performance Indicator”
- 1.1.18. **“Month”** or “Monthly” means a calendar month;
- 1.1.19. **“Operational Specifications Schedule”** means the schedule annexed hereto as Annexure-A;
- 1.1.20. **“Party”** means a party to this Agreement;
- 1.1.21. **“Performance Security/Guarantee”** means the unconditional, irrevocable on-demand performance Security provided to PIC-MTI by the Service Provider;
- 1.1.22. **“PKR”** means Pakistani rupee;

## ARTICLE – II

### TERM OF THE AGREEMENT

- 2.1 This Agreement shall come into full force and effect on the xxxxxxxxx Day of xxxxxxxxxxxx, 2024 and shall remain in full force and effect up to xxxxxxxxxxxxxxxxxxxxxx, (hereinafter, “the Term”), unless terminated earlier in terms of Article VII.
- 2.2 **Contract Duration:** The contract duration shall be for a period of One (02) year starting from commencement date of the Contract and the initial six (06) months shall be consider as probation period. During the probation period the performance of the service provider shall be monitored, upon unsatisfactory performance the contact agreement may be terminated at one-month notice. PIC-MTI may terminate the contract prior one-month notice in case three warnings issued during the probation period. The contract may be renewed/extend for further periods of Two (02) years on yearly basis on the same Terms and Conditions mutually agreed upon by the concerned parties
- 2.3 The Service Provider shall provide Services as per the requisition of the PIC-MTI on the rates mentioned below.

S/ No.	Description	QTY (A)	Monthly Service Charges per Lift in PKR with all Applicable taxes (B)	Total Monthly Service Charges in PKR with all Applicable taxes (AxB)
1	Monthly Service charges offered by the service provider for Operation and Maintenance of Lift including cost of all taxes for provision of all services mentioned in RFP/ Contract including its attachments. (The price shall be quoted inclusive of sales tax on services)	08		

2.4 The defined words and expressions set out in Clause 1.1 [Definitions] shall apply to the Agreement.

2.5 The following documents shall be deemed to form an integral part of this Contract:

- a) Request for proposal (RFP) final
- b) Appendix-A & B
- c) Letter of Award;
- d) Financial Proposal
- e) Annexures if any

**2.6 Effect of this Agreement**

The Parties hereby agree that this Agreement shall immediately be binding on them as of the Effective Date.

**2.7 Commencement of the Services and Term**

The Service Provider shall provide the Services from the Commencement Date until the Termination Date. Unless this Agreement is earlier terminated, the Service Provider shall continuously provide the Services contemplated under this Agreement (as may be amended pursuant to its terms) for a term of two (02) year with Six (06) months' probation period commencing from the Commencement Date or other such times agreed between Parties.

### ARTICLE – III

#### THE SERVICES

- 3.1 The Service Provider shall perform the Services in strict compliance with the terms of this Agreement; with the utmost diligence and efficiency; to the highest professional standards of workmanship; and, in strict accordance with the Instructions. The Service Provider shall observe sound and good practices prevalent in the Service Provider's industry and employ required software, Uniform, equipment, and methods, and shall employ the Personnel who are suitably qualified and experienced, commensurate with the tasks assigned to them by the Service Provider (in respect of the Services), all in accordance with the Laws of Pakistan.

- 3.2 The Service Provider understands and agrees that PIC-MTI has relied upon the Service Provider's Representation and that the Service Provider shall be principally responsible for the provision of Services to successfully ensure the delivery of the Services in a timely and efficient manner.
- 3.3 Without prejudice to the generality of the above, the Service Provider shall provide the Services to PIC-MTI, as per the description set out in - **Appendix A** of this Agreement. The Services being provided by the Service Provider shall, in addition to the requirements and description set out in **Appendix A**, comply with the professional standards in the Service Provider's industry, the PIC-MTI's express and implied Instructions, regarding the quality of the Services and the timelines in which Services are to be completed.

### 3.4 Scope Of Works

- a. The Service Provider shall provide services 24/7 and 7 days a week without any holiday including weekly, public and other holidays including but not limited to O&M (Operation and Maintenance) manuals of Lift equipment's for performing maintenance and upkeep work and follow instructions. It shall also include repairs, overhauling, periodic maintenance of all equipment (as per manual) and servicing of Lift Equipment.
- b. A complete general checking of the entire Lift and its allied equipment / accessories shall be carried out by the Service Provider at least once a month during which the defective parts shall be replaced by new ones, if required
- c. All the maintenance works shall be carried out in accordance with the manufacturer's specifications and instructions of the engineer in charge.
- d. The Service Provider shall provide adequate uniforms along with PPE's like safety shoes, safety belts, had hats, ladders etc. All Service Provider staff shall wear proper uniforms while performing their duties.
- e. The Service Provider shall keep record of all repair work and submit a written report to PIC-MTI of all repair, corrective and preventive maintenance performed.
- f. The Service Provider shall, at all levels, adhere to and comply with all permits/ licenses, including temporary permits/ licenses; quality standards, rules and regulations of federal, provincial or local entities which may have jurisdiction and compliance of which is necessary for the proper provision of services under this agreement
- g. Should meet the required KPI's percentage set by PIC-MTI

## ARTICLE – IV

### PAYMENT OF CHARGES & TAXES

- 4.1 **CHARGES:** The price for the purposes of this Agreement for Services and/or the additional services shall be in accordance with the charges set out in **Appendix-B** (hereinafter, "the Charges").
- 4.1.1 All payments of Charges made by PIC-MTI to the Service Provider shall be subject to the deduction of all applicable taxes in accordance with Tax Law of Pakistan unless the Service Provider produces the original certificate of exemption granted to it under the Laws of Pakistan.
- 4.1.2 PIC-MTI shall not be obliged to pay in respect of any invoice (or any proportion of such invoice) which is disputed by PIC-MTI, pending resolution of such dispute in accordance with this Agreement.
- 4.1.3 PIC-MTI shall be entitled to deduct any amounts payable by Service Provider to PIC-MTI including Liquidated Damages.

- 4.1.4 If PIC-MTI failed to pay the monthly charges as per the agreed schedule, the Services Provider shall pay the salaries to its employees by 5<sup>th</sup> of every month without waiting for monthly invoice clearance

## ARTICLE – V

### PERSONNEL

- 5.1 The Service Provider shall ensure that during the entire duration of this Agreement, it has a proper structure in place for the proper and timely performance of the Services in terms of this Agreement. The Service Provider shall ensure that the Services are carried out by the Personnel on a day to day basis as per the timetable communicated by PIC-MTI to the Service Provider from time to time.
- 5.2 The Service Provider shall be responsible and accountable to PIC-MTI, in terms of this Agreement, for all actions of the Personnel including, inter alia, ensuring that the Personnel perform the Services and/or additional services in a manner as to avoid disputes, infractions, infringement, lapses, interference, and delays. The Service Provider shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst the Personnel.

## ARTICLE – VI

### FORCE MAJEURE

- 6.1 **Definition:** A “Force Majeure Event” shall mean any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a Party and that on or after the Effective Date materially and adversely affects the performance by such affected Party of its obligations by that Party of its rights under or pursuant to this Agreement; provided, however, that such event or circumstance or combination of events or circumstances shall not constitute a “Force Majeure Event” hereunder to the extent that it or such material and adverse effect could have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of diligence and reasonable care, it being understood and agreed that reasonable care includes acts and activities which are within the affected Party’s power and resources to protect the Project from a casualty or other reasonably foreseeable event which are reasonable in light of the likelihood of such event, the probable effect of such event if it should occur and the likely efficacy of such protection measures. Without limiting the generality of the foregoing, “Force Majeure Events” hereunder shall include each of the following events and circumstances, but only to the extent that each satisfies the above requirements:
- 6.1.1 political events that occur inside or directly involve Pakistan (each, a “Pakistan Political Force Majeure Event”),
- 6.1.2 any act of war (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act or campaign of terrorism, or sabotage;
- 6.1.3 other events beyond the reasonable control of the affected Party (each an “Other Force Majeure Event”), including, but not limited to:
- i. lightning, earthquake, tsunami, drought, flood, torrential rain, storm, cyclone, typhoon, or tornado;
  - ii. fire, explosion, or chemical contamination (other than resulting from an act, in which case it shall be a Pakistan Political Force Majeure Event);

- iii. epidemic or plague;
- iv. a Lapse of Consent unless such Lapse of Consent is a Pakistan Political Force Majeure Event;

## 6.2 **Notification Obligations:**

6.2.1 If by reason of a Force Majeure Event a Party is wholly or partially unable to carry out its obligations under this Agreement, the affected Party shall:

- i. give the other Party notice of the Force Majeure Event as soon as practicable, but in any event, no later than the later of three (3) Days after the affected Party becomes aware of the occurrence of the Force Majeure Event or one (1) Day after the resumption of any means of providing notice between the Parties, and
- ii. give the other Party a second notice, describing the Force Majeure Event(s) in reasonable detail and, to the extent that can be reasonably determined at the time of the second notice, providing a preliminary evaluation of the obligations affected, a preliminary estimate of the period of time that the affected Party will be unable to perform such obligations and other relevant matters as soon as practicable, but in any event not later than seven (7) Days after the initial notice of the occurrence of the Force Majeure Event(s) is given by the affected Party. When appropriate or when reasonably requested to do so by the other Party, the affected Party shall provide further notices to the other Party more fully describing the Force Majeure Event(s) and its cause(s) and providing or updating information relating to the efforts of the affected Party to avoid and/or to mitigate the effect(s) thereof and estimates, to the extent practicable, of the time that the affected Party reasonably expects it will be unable to carry out any of its affected obligations due to the Force Majeure Event(s).

6.2.2 Failure by the affected Party to give written notice of a Force Majeure Event to the other Party within the three (3) Day period or the one (1) Day period required by Clause 6.2 shall not prevent the affected Party from giving such notice at a later time; provided, however, that in such case the affected Party shall not be excused pursuant to Clause 6.1 for any failure or delay in complying with its obligations under or pursuant to this Agreement until the notice required has been given. If said notice is given within the three (3) Day period or one (1) Day period required by Clause 6.2.1, the affected Party shall be excused for such failure from the date of commencement of the relevant Force Majeure Event.

6.3 **Termination For Force Majeure Event:** Should a Force Majeure Event or the direct consequence thereof persist for a continuous period of sixty (60) Days or should a Force Majeure Event, together with other Force Majeure Events (or the direct consequences thereof) originating from the same or related circumstances and which have occurred in the preceding two (2) Years, have persisted for an aggregate of ninety (90) Days, then either Party may, upon giving the other a thirty (30) Day notice to terminate, Terminate this Agreement and the Parties shall consequently be excused from performing their obligations in terms of this Agreement, unless the Force Majeure Event (and the direct consequence thereof) has at the expiry of the said thirty (30) Day period ceased to exist.

## **ARTICLE – VII**

### **TERMINATION**

7.2 Notwithstanding anything contained elsewhere in this Agreement, this Agreement may be terminated forthwith by PIC-MTI by giving notice of 30 days or less if the Service Provider

commits a material breach. For the purposes of this Clause 7.2, the term “material breach” shall mean to include:

- 7.3 If the Service Provider commits a material breach of this Agreement and fails to remedy the breach within ten (10) Business Days after receipt from PIC-MTI of a notice calling upon it to do so or such other time as specified by PIC-MTI then PIC-MTI shall be entitled, in addition to and without prejudice to any other right it may have under Applicable Law or in accordance with this Agreement, to seek specific performance of this Agreement or to terminate this Agreement forthwith on notice to the Service Provider and in either event, to recover such damages as it may have sustained.
- 7.4 For purposes of this Agreement, a material breach shall include but not be limited to the foregoing if the Service Provider:
  - 7.3.1 in the opinion of PIC-MTI, commits a Prohibited Act; or
  - 7.3.2 goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction to which PIC-MTI has given its prior written consent); or
  - 7.3.3 sells, transfers or otherwise disposes of all or a substantial portion of its shares, assets or business, without the prior written consent of PIC-MTI; or
  - 7.3.4 delegates, cedes or sub-contracts this Agreement or part thereof in contravention of the provisions hereof without having obtained PIC-MTI’s prior written consent; or
  - 7.3.5 fails to obtain or maintain as required any of the necessary Operating Licences/permits to be used in the rendering of the Services or has such necessary Operating Licences withdrawn, cancelled, suspended or revoked; or
  - 7.3.6 acts or attempts to act in a fraudulent or otherwise illegal manner in obtaining or executing a contract with any government department, provincial administration, municipality, public body, company or person; or
  - 7.3.7 violates or attempts to violate any Applicable Law or otherwise commits any criminal act; or
  - 7.3.8 Abandons, suspend services or otherwise repudiates the Services or any of its obligations under this Agreement; or
  - 7.3.9 incurs Liquidated Damages equal to or exceeding the maximum amount of Liquidated Damages 10% consecutively for few months.
- 7.5 Any expiry of or termination of this Agreement (howsoever arising) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement.
- 7.6 The performance of services by the Service Provider under this agreement shall remain under observation during the whole period of the agreement, in case the services are found unsatisfactory, below the specified standard or non-performance due to strike of the Service Provider staff / manpower, this contract shall be terminated by the PIC-MTI at any time with immediate effect.
- 7.7 In such events e.g. non-performance due to strike or violation of contract, the Service Provider shall be BLACKLISTED as per the prevailing KPPRA rules and Performance Guarantee/Security will be encashed/forfeited or the toolkits/tools/equipment may be confiscated.
- 7.8 Without assigning any reasons, contract may be terminated by PIC-MTI with a notice period of one month
- 7.9 During the probation period the performance of the service provider shall be monitored, upon unsatisfactory performance the contact agreement may be terminated at one-month notice. PIC-MTI may terminate the contract if three warnings issued during the probation period
- 7.10 The PIC-MTI shall be entitled to terminate this agreement forthwith at any time upon serving notice of 30 days in the event of misconduct either on the part of the Service Provider or its employees or non-performance of responsibilities and services by the Service Provider.

## **7.11 DISPUTE RESOLUTION MECHANISM**

- 7.11.1 If any conflict arises between the parties, the matter will refer to the Committee Comprising of both parties equal members to conduct inquiry. If the nominated representatives are unable to resolve the Dispute to the satisfaction of the Parties, then the matter will be referred to the Arbitrator. Management Committee (MC) of PIC-MTI will be the Arbitrator.
- 7.11.2 The decision of the Arbitrator (MC) as to any matter referred under this Agreement shall be final and binding on both Parties and shall not be subject to appeal in court.

## **ARTICLE – IX COMPLIANCE WITH THE LAWS OF PAKISTAN**

- 9.1 The Service Provider hereby represents, warrants and agrees that in the performance of the Services and its other obligations under this Agreement it has complied with and will comply with any and all applicable Laws of Pakistan including, without limitation, Governmental regulations, rules, bye-laws, rulings, decrees and orders and that if it should be determined that the Service Provider has violated any of the foregoing, the Service Provider shall save PIC-MTI harmless from all expenses, damages or penalties resulting from any violation thereof committed by the Service Provider or the Personnel in the performance of their obligations under this Agreement.
- 9.2 The Service Provider shall, at its cost, acquire, obtain and maintain in full force and effect all permits, approvals, sanctions, and licences from all local, municipal, Provincial, or Federal Government authorities or public service undertakings or professional bodies or other relevant authorities which are necessary or desirable for the performance of this Agreement by the Service Provider.

### **ASSIGNMENT**

Neither Party shall assign this Agreement without the written consent of the other Party.

### **GOVERNING LAW**

This Agreement shall be governed by the Laws of Pakistan and the courts in Peshawar shall have exclusive jurisdiction.

## **ARTICLE – X LIQUIDATED DAMAGES**

- 10.1 PIC-MTI shall be entitled to impose Liquidated Damages on the Service Provider in accordance with the provisions of this Article and the Appendix A and Annexure-A for the Service Provider's failure to achieve certain Key Performance Indicators (KPIs) as indicated in the **Key Performance Indicators and Liquidated Damages Annexure-A**
- 10.2 To the extent that PIC-MTI discovered an instance of the Service Provider's failure to achieve a particular KPI, PIC-MTI shall notify the Service Provider with details of the particular KPI, the details of the failure, and the applicable Liquidated Damages as indicated in the Appendix A and Annexure-B. PIC-MTI may at its discretion specify the period and type of certain failure which should be cured/rectified in a specific period.

- 10.3 If Liquidated Damages are imposed, then PIC-MTI shall be entitled to withhold and/or deduct the imposed amounts from the Service Provider's next payable invoice, any subsequent invoice, or in increments from several subsequent invoices.
- 10.4 The maximum amount of Liquidated Damages that may be imposed on the Service Provider in any given month is as indicated in the Annexure B.

**IN WITNESS WHEREOF** the Parties above named have executed this Agreement on the day, month, and year first above written.

For and on behalf of  
**Hospital Director**  
**(Peshawar Institute of Cardiology)**  
**(PIC-MTI)**

For and on behalf of:  
**xxxxxxxxxxxxxxxxxxxx**  
**(Service Provider)**

**Witnesses**  
**First Party**

**Second Party**

Signatures NO.1 \_\_\_\_\_

Signatures No.1 \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

CNIC: \_\_\_\_\_

CNIC: \_\_\_\_\_

Contact No: \_\_\_\_\_

Contact No: \_\_\_\_\_

Signatures No.02 \_\_\_\_\_

Signatures No. 02 \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

CNIC: \_\_\_\_\_

CNIC: \_\_\_\_\_

Contact No: \_\_\_\_\_

Contact No \_\_\_\_\_



**LIQUIDATED DAMAGES****1. Liquidated Damages**

- 1.1 PIC-MTI shall be entitled to impose Liquidated Damages on the Service Provider in accordance with the provisions of this RFP failure to achieve certain KPIs.
- 1.2 The Parties agree that the amounts specified in this clause 1.1 and the Service Provider's failure to achieve certain KPIs represent the likely loss to PIC-MTI as a result of any failure of the Service Provider to meet the KPIs and are reasonable and constitute liquidated damages and not a penalty. The Service Provider further waives, to the extent permitted by Applicable Law, any defence as to the validity and quantum of Liquidated Damages set out in this Agreement on the grounds that such Liquidated Damages are void as penalties or otherwise.
- 1.3 PIC-MTI shall be entitled to conduct audits of the Service Provider's operations at any time without notice in order to ensure the continued compliance with this Agreement and that the Service Provider continues to achieve the various indicated KPIs. Such audits may be conducted in relation to the Equipment, the Services, Service Provider's staff, Service Provider's offices (including service and performance records) and any other place where any element of the Service is being performed.
- 1.4 To the extent that PIC-MTI discovered an instance of the Service Provider's failure to achieve a particular KPI, PIC-MTI shall notify the Service Provider with details of the particular KPI, the details of the failure and the applicable Liquidated Damages as indicated below. PIC-MTI may at its discretion specify period and type of certain failure which should be cured/rectified in specific period.
- 1.5 If Liquidated Damages are imposed, then PIC-MTI shall be entitled to withhold and/or deduct the imposed amounts from the Service Provider's next payable invoice, any subsequent invoice or in increments from several subsequent invoices.
- 1.6 The maximum amount of Liquidated Damages that may be imposed on the Service Provider in any given month is as indicated below.

**FINAL PROVISIONS****2. Addresses and notices**

- 2.1 The Parties choose for the purposes of this Agreement the following addresses:
  - 2.1.1 Peshawar Institute of Cardiology PIC-MTI, 5-A, Sector B-3, Phase-V, Hayatabad, Peshawar:
  - 2.1.2 The Service Provider: [xxxxxxxxxxxxxxxxx].
- 2.2 Any legal process to be served on any of the Parties may be served on it at the physical address specified for it in clause 2.1 and it chooses that address for all purposes under this Agreement.

**3. Change in Law**

- 3.1 The Service Provider acknowledges and agrees that it shall take full risk and responsibility for a Change in Law occurring. Notwithstanding the foregoing, if a Change in Law occurs or is imminent that affects the rights and obligations of the Service Provider under this Agreement, the Service Provider shall notify PIC-MTI within fourteen (14) days of the date of such Change in Law occurring or (if earlier) coming to the attention of the Service Provider and the Parties shall discuss the effects of the Change in Law and endeavour to arrive at a resolution.

- 3.2 Any resolution reached between the Parties shall be recorded in writing and such record shall be signed by both Parties. The Service Provider acknowledges and agrees that any decision to change the financial accordance with the Agreement or vary the scope of Services as a result of the Change in Law shall be adjusted with mutual consent of the parties.

## 1. KEY PERFORMANCE INDICATORS

- i. The Service Provider's performance of operation, maintenance and services shall be evaluated by means of key performance indicators ("KPIs"). Failure to comply with KPIs ("Failure Events") shall lead to the application of performance deduction as per the below table ("Performance Deduction"):
- ii. The Service Provider shall, pay the Liquidated Damages depending on its performance in achieving the agreed performance regime as measure during course of the Contract.
- iii. The Liquidated Damages for failure to achieve Key Performance Indicators (KPI) parameters will be implemented in accordance with Key Performance Indicators.
- iv. The Liquidated Damages is the final and full remedy of the PIC-MTI for the Service Provider failure to achieve the KPI targets, and such Liquidated Damages shall be deemed to have offset any breach whatsoever due to the lapses/deficiencies in performance.
- v. Any breach of defined service levels will entail Liquidated Damages which shall not exceed 10% of the monthly payments to be paid under the Agreement/Contract to Service Provider.

### 1.1 The Penalty clause includes:

Sr #	Violations	Penalty in PKR
1	The service provider Personnel's not wearing proper Uniform or in shabby conditions or untidy	PKR 500 per instance
2	Misbehaviour with staff or Visitors or quarrel among themselves	PKR 1000 per instance
3	An untrained person found deputed for the services	PKR 500 per day per person
5	Missing incident reporting and incident report form filling	PKR 500 per instance
6	Found unattended duty post	PKR 500 per instance
7	Late arrival to duty	PKR 500 per hour per person
8	Absence from duty	PKR 1000 per day per person
9	Late payment to staff	PKR 5000 per day for delayed days
10	Violation of labour laws, i.e. minimum wage payment, 8 hours shift, and 4 leaves per calendar month	Recovery cost + PKR 4000 per month per person
11	Damage or loss to the Property	Equal to the loss
12	Smoking in office	PKR 1000 per instance per person
13	Violation of SOP issued by PIC-MTI	PKR 1000 per instance
14	Not following instructions of PIC-MTI authorized representative	PKR 2000 per instance
15	Sleeping during duty	PKR 500 per instance per person
16	Any other violation of the Contract	PKR 1000 per instance
17	Violation of Pakistani law	PKR 3000 per instance
18	Dragnet Clause (Any violation of Agreement and not listed above)	PKR 500 per instance
19	Not meeting the KPI percentage set by PIC-MTI	PKR 500 per KPI

## **APPENDIX-B – CHARGES**

1. For each Month (m), the Service Provider shall be entitled to a payment (Monthly Payment) / Charges. The Charges / Monthly Invoice inclusive of all Taxes on Services are PKR.....

**Purchase Officer (QZ)**  
**PIC-MTI Peshawar**

**Assistant Manager Purchase**  
**PIC-MTI Peshawar**

**Manager Materials Management**  
**PIC-MTI Peshawar**

**Manager Bio-Medical**  
**PIC-MTI Peshawar**

**Manager Building & Facilities**  
**PIC-MTI Peshawar**

**Director Building & Facilities**  
**PIC-MTI, Peshawar**

**Director Finance**  
**PIC-MTI, Peshawar**

**Hospital Director**  
**PIC-MTI, Peshawar**

**Medical Director**  
**PIC-MTI, Peshawar**