



PESHAWAR INSTITUTE OF CARDIOLOGY MEDICAL TEACHING INSTITUTION

BID SOLICITATION DOCUMENTS AFTER PRE-BID FOR

Hiring of Pharmacy for LP (Local Purchase)

**Framework Contract
FY-2024-26**

REF: (PIC-073)

Single Stage Single 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.

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Introduction

Peshawar Institute of Cardiology PIC-MTI Peshawar located at 5-A, Sector B-3, Phase-V, Hayatabad, Peshawar, KP was established under Khyber Pakhtunkhwa Medical Teaching Institutions Reforms Act, 2015 to improve performance, enhance effectiveness, efficiency and responsiveness for the provision of quality healthcare services to the people of the Khyber Pakhtunkhwa,

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

| Description | Dates |
|---------------------------------|---------------------------------|
| Pre-bid meeting | Date: 25-01-2024 at 10:00 Hours |
| Tender Closing/Last submission | Date: 06-02-2024 at 11:00 Hours |
| Tender Opening | Date: 06-02-2024 at 11:30 Hours |
| Bid security (PKR) | 200,000/- |
| Tender Process | Single Stage Single Envelope |
| Tender Validity/Prices Validity | Two (02) Years |

INVITATION FOR BIDS

REF No. PIC-073

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 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 | Minimally Invasive Cardiac Surgery Instruments with Disposable (MICS) | Single Stage Two Envelope | 1,000,000 |
| 2 | Hiring of Pharmacy for LP (Local Purchase) | Single Stage Single Envelope | 200,000 |
| 3 | Laboratory Reagents on Rental Basis | Single Stage Single Envelope | 200,000 |
| 4 | Leftover Drugs & Medicines | Single Stage Single Envelope | 200,000 |
| 5 | Calibration for Lab Items | Single Stage Single Envelope | 100,000 |

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) 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 **January 25th, 2024 at 10:00 AM (PST)** at the office of the Manager Material Management, 1st 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, 1st Floor, OPD Building, of Peshawar Institute of Cardiology (PIC-MTI) on or before **February 06th, 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.

1. Instructions To Bidders

- 1.1. This Bidding procedure will be conducted in light of Framework Contract (Rule 31-A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014/2022.
- 1.2. The rate shall be considered for Peshawar Institute of Cardiology PIC-MTI Peshawar
- 1.3. Bid complete in all respect must reach the undersigned by **11:00 hours on 06-02-2024** which will be opened at **11:30 hours** on the same day in the office of Manager Material Management, 1st floor, OPD block, in the presence of the procurement committee and the bidders / representatives who choose to be present.
- 1.4. Each Bidder SHALL write the name of the quoted brand along with complete specifications.
- 1.5. All the bidders are required to provide annexure wise complete requisite documents with page marking.
- 1.6. All prices quoted must be in Pak Rupees (PKR) and should include all applicable taxes. If not specifically mentioned in the Price, it will be presumed that the prices include all the taxes.
- 1.7. If any of the bidder requires any clarification regarding specification, Size, quality, or any other query, he may visit MMD(PIC), 1st floor, OPD block, during working hours till deadline for submission of the bids.
- 1.8. Bidders should be financially sound and have proper office, telephone number and fax number in Khyber Pakhtunkhwa.
- 1.9. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
- 1.10. The Bidder may after its submission withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.
- 1.11. The bidder must attach the original receipt along with the bidding document submitted to this institution. In case of photocopy, bank draft of equal amount must be attached.
- 1.12. The bidder must submit one original in hard tap binding form.
- 1.13. Any bid not received as per terms and conditions laid down in this document is reliable to be ignored. No offer shall be considered if:
 - a. Received without bid security as mentioned in BSD.
 - b. Received after the date and time fixed for its receipt;
 - c. The tender document and the bid unsigned;
 - d. The offer is ambiguous;
 - e. The offer is conditional;
 - f. The bidder is from blacklisted firm in any Federal / Provincial Govt. Deptt:
- 1.14. Usage of correction fluid & corrections will not be considered unless duly signed by the authorize person.

- 1.15. Joint venture / consortium is not eligible for this tender.
- 1.16. In case of Bid Tie, the contract will be awarded to the firm provide the better Quality.
- 1.17. Bidders are required to clearly mark on the envelop as Bid for **“Hiring of Pharmacy for LP (Local Purchase)” PIC-073.**
- 1.18. Any direct or indirect effort by a bidding firm to influence this institution during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the PIC future bids.
- 1.19. Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014/2022.

Bid Data Sheet

| DATA SHEET | | |
|---|--|--|
| Sr.No | Introduction/Description | Detail |
| I. | Name of Procuring Agency of Government of Khyber Pakhtunkhwa. | Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar. |
| II. | Loan or credit or Project allocation number. Loan or credit or Project allocation amount. | Budget Allocated by Government Khyber Pakhtunkhwa to Peshawar Institute of Cardiology. |
| III. | Name of Project. | “Rate Contracting of Hiring of Pharmacy for LP (Local Purchase)” (PIC-073) |
| IV. | Name of Contract. | “Rate Contracting of Hiring of Pharmacy for LP (Local Purchase)” (PIC-073) |
| V. | Name of Procuring agency. | Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar. |
| VI. | Procuring agency’s address, telephone, telex, and facsimile numbers. | Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan Email: murtaza.ahmad@pic.edu.pk Phone # (091) 9219641 |
| VII. | Language of the bid. | English |
| BID PRICE AND CURRENCY | | |
| I. | The price quoted shall be | DDP (Included all applicable taxes.) Including, Transportation, Loading Unloading etc. |
| II. | Contract Validity | Duration of Contract will be 2 years. Initially contract will be signed for 2 year and may be renewed/extend for further periods of one (01) year on the same Terms and Conditions mutually agreed upon by the concerned parties. |
| PREPARATION AND SUBMISSION OF BIDS | | |
| I. | Qualification requirements. | AS mentioned in Qualification/Eligibility /Mandatory Criteria |

| | | |
|-------|---------------------------------------|--|
| II. | Qualification Criteria | Contract will be awarded to bidder who qualified in Mandatory Criteria and Offer Highest Percentage (%) discount on MRP. |
| III. | Amount of bid security. | Rs.200,000/- to be submitted in favor of Hospital Director Peshawar Institute of Cardiology (PIC-MTI) Note: The Bid security shall be from bank account of the bidder. Ordinary cheque and Payment Order (PO) in the form of bid security will result in bid rejection summarily. |
| IV. | Bid validity period. | 120 days from the date of opening of bids |
| V. | Number of copies. | One (original bid) in hard tap binding |
| VI. | Address for bid submission. | Office of the Manager Material Management, 1st Floor, OPD Building, of Peshawar Institute of Cardiology (PIC-MTI). Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan |
| VII. | IFB title and number. | “Rate Contracting of Hiring of Pharmacy for LP (Local Purchase)” PIC-073 |
| VIII. | Pre-Bid meeting with the bidders | 25 th January 2024 at 10:00 hours in Material Management Department Peshawar Institute of Cardiology. |
| IX. | Deadline for bid submission. | 06 th February 2024 11:00 hours Sharp. |
| X. | Date, Time and place for bid opening. | 06 th February 2024 11:30 hours Sharp. Material Management Department Peshawar Institute of Cardiology |

2. General And Special Conditions of Contract

2.1. Language

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

2.2. Bid Security

- I. Bid security shall be submitted to the amount of PKR 200,000/- in shape of Call Deposit Receipt (CDR) from schedule bank of Pakistan, excluding microfinance banks, in favor of “Hospital Director Peshawar Institute of Cardiology PIC MTI”. A bid accompanied by Ordinary Cheque/Pay Order (PO) shall be rejected as non-responsive.
- II. Bid Security of the unsuccessful bidders shall be released as promptly as possible upon the successful Bidder’s signing of Contract Agreement;
- III. The bid security of the successful bidder shall be considered as the performance security till the validity of tender/contract.

2.3. The Bid security shall be forfeited:

- i. If a bidder withdraws his bid during the period of bid validity; or
- ii. In the case of a successful bidder, if he fails to:
 - a. Sign the contract agreement, in accordance with Para below.
 - b. supply of goods as per purchase order.
 - c. commits any breach of the Contract Agreement

2.4. Place of Delivery

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

2.5. Inspection Of Goods on Delivery

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

2.6. Defects:

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

2.7. Packaging

The Bidder shall provide such packing of the Equipment as is required to prevent their damage or deterioration during transit to their final destination. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the

Equipment's final destination and the absence of heavy handling facilities at all points in transit.

2.8. Performance Security: -

- i. The bid security shall be retained till the closing of the contract period; however, no performance security shall be sought from the successful bidders. However, if contract extend then the bid security shall be valid up to extendable period.
- ii. The Bid Security as a performance Security may be forfeited if the Supplier/Vendor fails to deliver or supply goods/Services in accordance with the terms and conditions of the Purchase Order or commits any breach of the Contract Agreement.

2.9. 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 besuitably 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.

- 2.10. All clauses mentioned in Draft Contract Agreement (Annexure-B) shall be considered as part of this Special terms and conditions.

3. Qualification/Eligibility /Mandatory Criteria

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

| S # | Description | Remarks |
|-----|--|------------------|
| | Knock Out Clauses | YES/NO |
| 1. | The bidder shall be Registered with FBR for Income Tax and Sales Tax and reflected on ActiveTax Payer List (ATL); (Provide copy of relevant Documents) | Mandatory |
| 2. | The Bidder shall have valid Drug sale license of the Pharmacy (Valid Copy of relevant document Must be attached) | Mandatory |
| 3. | Pharmacy must fall within the jurisdiction of 10 Kilometers of the hospital (PIC-MTI) | Mandatory |
| 4. | Bidder must have Three (03) years' experiences in supply of Drugs & Medicines/Surgical Disposables/ Medical Disposables to hospital for local purchase (LP) Note: Bidder Must attached Purchase Orders/LOIs | Mandatory |
| 5. | Submission of undertaking on legal valid and attested stamp paper that the firm is NOT BLACKLISTED by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. | Mandatory |
| 6. | Undertaking on Bidder Letter Head as provided in Annexure -C | Mandatory |
| 7. | Bid security Shall be attached as mentioned in the advertisement/BSD | Mandatory |

4. Evaluation And Comparison of Bids

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

5. Obligations And Options in Case of Nonfulfillment of Contractual Obligations by The Supplier

- a. The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.
- b. The suppliers shall appoint a focal person who shall coordinate with PIC-MTI at all times during the execution of the project/Contract.
- c. The supplier shall carry out the services/Supplies with due diligence and efficiency and in conformity with sound practices.
- d. The supplier shall act at all times so as to protect the interests of the PIC-MTI and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the PIC-MTI such information relating to the Services as the Client may from time-to-time reasonably request.
- e. Except with the prior written approval of the PIC-MTI, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services/Goods without prior consent of the service providers
- f. The supplier agrees that no proprietary and confidential information received by the supplier from the PIC-MTI shall be disclosed to a third party unless the supplier receives a written permission from the PIC-MTI to do so.
- g. Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement: -
 - i. Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;
 - ii. Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, PIC-MTI reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier;
 - iii. or recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.

6. Disputes And Controversies/Dispute Resolution

- i. PIC-MTI shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPP Redressal Rules 2014.
- ii. If a bidder is not satisfied with the decision of the Committee, he may take recourse to the KPPRA.
- iii. The mere fact of lodging a complaint shall not warrant suspension of procurement process.
- iv. Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by KPPRA whose decision will be final and binding on both the parties

7. Sub-Letting Contract

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

8. Bribes Commission Etc.

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

9. Termination

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

9.1. Termination by the Client

The Client may, by a written notice of thirty (30) days to the supplier, terminate this Agreement. All accounts between the Client and the Service provider/Supplier shall be settled not later than sixty (60) days of the date of such termination.

9.2. Termination by the Supplier

The supplier may suspend the Agreement by a written notice of thirty (30) days only if the supplier does not receive payments due under this Agreement.

10. Force Majeure

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome. If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

11. Other Terms & Conditions

- 11.1. This Bidding procedure will be conducted in light of Framework Contract (Rule 31-A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.
- 11.2. All the bidders will strictly follow the rate form attached as **"Annexed-A"**
- 11.3. Contracts shall be confirmed through a written agreement signed between successful bidder and the PIC-MTI Peshawar (**Draft attached as "Annex-B"**)
- 11.4. All the bidders will sign on Bidder Letter Head attached as **"Annex-C"**
- 11.5. **Duration of Contract will be 2 years. Initially contract will be signed for 2 years and may be renewed/extend for further periods of one (01) year on the same Terms and Conditions mutually agreed upon by the concerned parties.**
- 11.6. In case of a successful bidder, who repudiates the contract or fails to furnish performance and as the case may be shall proceed for blacklisting and the supply order will be placed to the Next Successful Bidder or from the alternative sources at the cost/risk of the concerned firm.
- 11.7. Bidders are advised in their best interest to maintain the required quality and not to quote for counterfeited or sub-standard items, as the inspection committee will ensure the quality of products at the time of supply of items.
- 11.8. If any of the given specifications/parameters does not meet the required specifications, their

offer will not be considered and shall summarily be rejected by PIC-MTI Peshawar.

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

12. Delivery Of Items

The schedule for supply of goods shall be as under:

- i. The contractor shall supply the item within 24 hours after receipt of demand from PIC-MTI

13. Penalty

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

- i. Penalty @ 2% on daily basis for late supply after 24 hours of receipt of demand from PIC-MTI

14. Award Of Contract:

Contracts shall be confirmed through a written agreement signed between successful bidder and the Peshawar Institute of Cardiology MTI Peshawar attached as “Annex-B”.

15. Signing of the Contract Agreement

The successful bidder shall receive an invitation in form of Letter of Award from Peshawar Institute of Cardiology PIC-MTI with the aim to sign an Agreement for Required items as defined.

The successful bidder within Fourteen days (14) days of receipt of Letter of Award will sign the agreement however, bid security shall not be release and shall be consider as a Performance Security till duration of contract.

16. Payment:

- 16.1. No advance payment will be permissible.
- 16.2. Payment shall be made on work done within (30) days from the date of receipt of bill duly certified & recommended by Manager Pharmacy PIC-MTI
- 16.3. The contractor will submit the bills on monthly basis to the hospital
- 16.4. The contractor shall certify on the bills/claims that rate of the dugs medicines & items do not exceed the market rate.
- 16.5. Payment shall be made on production of the following documents:
 - i. The payment will be made after successful supply, installation and inspection of all requisite items.
 - ii. The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.____, and Date_____
 - iii. Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
 - iv. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
 - v. Valid Income Tax Exemption Certificate (otherwise Income Tax at) current applicable rates shall be deducted from the invoice). (Where applicable)
 - vi. National Tax Number.
 - vii. Sales Tax Registration Number.
 - viii. Valid Professional Tax Certificate
 - ix. Khyber Pakhtunkhwa Revenue Authority Certificate (for Services only)
 - x. Recovery of all applicable taxes at source should be made as per rules

17. Applicable laws

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the following.

1. KPPRA Act 2012 and KPP Rules framed thereunder.
2. The Drugs Act 1976 and Rules framed thereunder.
3. The DRAP Act 2012 and Rules framed thereunder.

Bid Form and Price Schedules**Price Schedule in Pak. Rupees (including all applicable taxes)**

Note: - All the bidders are required to follow the following pattern while preparing financial bids.

Name of Bidder _____ PIC-073

| S.No | Discount offered in percentage (%) | Remarks |
|------|------------------------------------|---------|
| 01 | | |

Contract will be awarded to The Bidder Offering Highest Percentage (%) discount on MRP (Subject to fulfillment of mandatory documents)

Signature of Bidder _____

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

(DRAFT)
AGREEMENT DEED

FOR PROCUREMENT GOODS THROUGH FRAME WORK AGREEMENT

THIS AGREEMENT DEED is made on this day of () and made effective with effect from () by and between, and this agreement will be valid till _____

Peshawar Institute of Cardiology, Medical Teaching Institute, Peshawar
situated at Phase-V, Hayatabad, Peshawar
through its Hospital Director
(Hereinafter referred to as ‘**First Party**’ which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, successors and assigns)

And

M/S _____
(Hereinafter referred to as ‘**Second Party**’ which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, successors and assigns).

(Both the above hereinafter collectively referred to as ‘**Parties**’)

WHEREAS the Second Party has agreed to supply (*Drugs & Medicines*) & *Surgical Items under Tender Hiring of Pharmacy for LP (Local Purchase) PIC:073* (hereinafter referred as ‘Goods’) out of the fresh stock to the First Party on the following terms and conditions:

NOW THIS AGREEMENT TO BE WITNESS AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz
 - Award Letter
 - Financial Quotation
 - Bid Solicitation Documents (BSD) (Final)
 - Winning items list

DEFINITIONS:

- a. ‘**Consideration**’ means the price payable to the Second Party by the First Party under this Agreement Deed for the full and proper performance of its contractual obligations.
- b. ‘**Equipment**’ means all of the equipment, machinery, and/or other materials which the Second Party is required to supply to the First Party under this Agreement Deed.

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

TERMS AND CONDITIONS:

1. The Contract Agreement is made in light of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014
2. **Duration of Contract will be 2 years. Initially contract will be signed for 2 years and may be renewed/extend for further periods of one (01) year on the same Terms and Conditions mutually agreed upon by the concerned parties.**
3. Second Party shall supply the ordered goods to the First Party exactly at the address of the official premises as given in the supply order issued to the former.
4. The Second Party shall be solely responsible for transportation, loading and / or unloading and staking of the supplied items till and at the time of delivery to the destination indicated by the First Party including any damage or untoward incidence, maintenance of required temperature and protection from light and other environmental conditions as well as other hazards that may possibly or potentially affect the safety, quality and efficacy of the supplied items.
5. The Supplier shall NOT claim or charge transportation, loading / unloading, labor or any other charges related to or in the name of logistics, accidents, insurance, freight, etc.

6. The contractor shall supply, Drugs & Medicines, Medical Disposables, Surgical Disposables, Dressing Cotton, Gauze Dressing, Sterilized Gauze Dressing, Suturing Materials, Laboratory Chemicals and any other medical/ Surgical items.
7. The Contractor shall also supply any other item not mentioned in Clause # 06 but can be classified as DRUG under the DRUG ACT.
8. The Contractor Shall supply the drugs, Medicine and other items as mentioned in clause 06 & 07 according to specification, standard or brand as per demand chit/indent duly signed by the authorized officer in this regard.
9. The authorized persons are (Hospital Director /Manager Pharmacy), Peshawar Institute of cardiology PIC-MTI
10. The contractor, in case of, non-availability of drug, Medicine or other item as in clause 06 & 07, shall supply substitute which will be acceptable to the Principal, provided it confirms to clause 09.
11. All the goods supplied shall conform to the specifications approved by the Drug Regulatory Authority of Pakistan (hereinafter referred to as the DRAP).
12. The Contractor shall offer discount of ____% on the Maximum Retail Price of each drug or medicine or any item as mentioned in clause 06 & 07.
13. The offered discount will be valid for the entire period of the contract i.e., _____.
14. First Party shall arrange to obtain randomized sample/s of each item of the supplied goods belonging to the categories of medical devices, surgical disposables and non-drug items through notified Drug Inspector/s concerned for sending the same to the concerned Drug Testing Laboratory for Test / Analysis as provided in the Drugs Act 1976, DRAP Act 2012 and rules frame thereunder, subject to the condition/s that:
 - a. The supplied medical devices, surgical disposables, etc. declared in contravention to any provision of the Drugs Act 1976, DRAP Act 2012 and rules framed there under, shall be replaced by Second Party at no cost to the First Party, and at the sole risk and cost of the supplier, within 07 days from the date of intimation to the Second Party and / or his focal person. First Party shall arrange to obtain sample/s of the replaced goods as in clause-5 above, for the purpose of Test / Analysis as provided in the Drugs Act 1976, DRAP Act 2012 and rules frame thereunder; and
 - b. In case of non-supply or delayed supply of replacement items as in clause 5 (a), the Supplier shall be liable for penalties as in clause 22 of this contract agreement; and
 - c. All the contravened stock of medical devices, surgical disposables and non-drug items, as in clause 5(a) above, shall be the case property under the Drugs Act, 1976, and
 - d. The supplier shall be responsible to make / provide arrangements for appropriate storage of seized stock at his sole risk, cost and responsibility, but under the legal supervision of concerned Drug Inspector; and

- e. In case the destruction of the seized stock, as in clause 5 (a), (c) and (d) above, is required to be undertaken under the applicable laws and rules, all the costs involved in the execution of decision and destruction, whatsoever, shall be borne by the supplier; and
 - f. any of the item/s, as in clause-5 above, if initially declared to be in contravention with the provision/s of Drugs Act 1976, but later on declared as of standard quality by the concerned Appellate Drugs Testing Laboratory, shall be returned to the supplier by the concerned Drug Inspector in a lawful manner.
15. Second Party shall supply the freshly manufactured goods having maximum possible long expiry dates to the First Party. All the goods supplied shall conform to specifications mentioned in Purchase orders, and to supply freshly manufactured goods to the First Party with the minimum remaining shelf life of at least 70%. In case, if the shelf life was less than 70%, then in case of no consumption, the goods shall be returned to the Second Party for replacement at the risk and cost of supplier. The company will be bound to replace the short expiry items whereby intimation would be given to the manufacturer or importer or their designated focal person as the case may be. Intimation may be done six months before the expiry of the respective item (s).
16. First Party shall recommend for taking legal / lawful action against the Second Party regarding non-supply, short supply, substituted supply, delayed supply or any other unlawful action / shortcoming, on the part of Second party, pertaining to the Drugs Act 1976 and / or the execution of this contract agreement. The First Party shall take lawful / legal action against the Second Party in accordance with the clauses of this contract agreement as well as relevant laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern suchlike situation/s, which may include, but not limited to, blacklisting, forfeiture of earnest money and performance guarantee, etc.
17. The Second Party agrees to the following conditions related to packing, packaging and labeling of the goods to be supplied to First Party under this contract agreement:
- a. Each item shall be supplied to First Party in the packing and packaging unit as approved and registered by the DRAP. The Second Party shall supply all the unit items bearing the words "PROPERTY OF PIC-MTI, NOT FOR SALE" in block letters and clearly visible manner with indelible ink on the label, outer packing of each individual unit item as well as on its outer carton/s.
 - b. The labels shall comply with all the requirements as laid down under the Drugs Labeling and Packing Rules 1986. The strip / blister shall clearly indicate expiry date of the same medicine in a clear and legible manner.
 - c. The goods shall be packed and transported to the First Party in accordance with the provisions contained in the Standard Bidding Documents.
18. The Procuring entity / purchasing entity or its representative shall have the right to inspect the manufacturing facility, premises, warehouse, Godowns, laboratories etc. at any time during the financial year 2024-26 and/or till the execution of supply orders

given under this contract agreement by Purchasing Agencies Khyber Pakhtunkhwa. If anything found in contravention of cGMP, clauses of Drug Act 1976 and/or this Contract Agreement the First Party shall have the sole liberty to take any lawful action as deem appropriate, against the supplier which may include but not limited to cancellation of supply order/ orders given to the suppliers by the Purchasing Agencies as well as imposition of penalties, forfeiture of supplied stock, forfeiture of performance guarantee and /or earnest money as the case may be, stoppage and/or recovery of payment made to the supplier.

19. The amount of performance security, as a percentage of the Contract Price, shall Not Be Required. However, the bid security of Rs. **200,000/-** received at the time of bids submission shall be retained by Peshawar Institute of Cardiology as Performance Security till the end of contract period and will be released back to successful bidders after the expiry of contract period, subject to the condition that all contractual obligations related to supplies are fulfilled.

20. WARRANTY AND PRICE LIST OF MEDICINES AND DISPOSABLE ITEMS.

- a. The Supplier will provide the Invoice, Warranty and Updated Price List of Medicines and Surgical/Disposables whenever required by PIC-MTI.
- b. The Supplier will be responsible for keeping the complete record of invoices and warranty and will ensure that quality registered products are supplied to PIC-MTI.

21. COUNTERFEIT OR MISBRANDED DRUGS:

The Director will Forfeit these Spurious, Adulterated, Counterfeit or Misbranded drugs and may also initiate legal action against the supplier.

22. PAYMENT SCHEDULE:

- a. Payment shall be made on work done within (30) days from the date of receipt of bill duly certified & recommended by Manager Pharmacy PIC-MTI.
- b. The contractor shall certify on the bills/claims that rate of the drugs medicines & items do not exceed the market rate
- c. Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the Second Party to the First Party immediately after complete supply of stock. The Second Party shall be bound to pay all sorts of government taxes, duties and stamp duties, imposed earlier or during the financial year by the Government of Pakistan or by the Provincial Government of Khyber Pakhtunkhwa on any supplied / purchased item.

23. FORCE MAJEURE:

- a. In case of the situation related to Force Majeure, the Second Party may inform the First Party in writing about the situation immediately without delay along

with solid proof through the fastest, lawful and available means of communication, but not through the electronic mail, and request the First Party for the grant of extension in the supply period.

- b. First Party in case of being fully satisfied with the genuineness of situation arising from Force Majeure for the Second Party, may extend the period of supply of goods up to a maximum of not more than thirty days.

24. PENALTIES:

- a. The schedule for supply of goods shall be as under:
 - i. The contractor shall supply the item within 24 hours after receipt of demand from PIC-MTI.
 - b. The Penalty on late supply of goods shall be charged as under:
 - i. Penalty @ 2% on daily basis for late supply after 24 hours of receipt of demand from PIC-MTI
25. Each Clause of this Agreement Deed shall be and remain separate from and independent of and severable from all and any other Clauses herein except where otherwise indicated by the context of this Agreement Deed. The decision or declaration that one or more of the Clauses are null and void shall have no effect on the remaining Clauses of this Agreement Deed.
26. In the event of any difference or dispute arising between the Parties or their representative agents regarding rights and liabilities of the parties or any other matter relating to this Agreement Deed may be referred to the Board of Governors of the First Party and their decision will be final in all aspects and the Second Party warrants to abide by the decision of the Board of Governors of the First Party and will be bound by the decisions.
27. This Agreement Deed may be reviewed at any stage with mutual consultation of both Parties, if required. All amendments or addition to this Agreement Deed must be in writing and signed by both Parties through addendum to this Agreement. No amendment of any provision of this Agreement Deed shall be valid unless the same shall be in writing and signed by the Parties
28. The validity, interpretation, construction and performance of this Agreement Deed shall be governed by the Laws of Khyber Pakhtunkhwa in Pakistan. This Agreement Deed shall be interpreted with all necessary changes in gender and in number as the context may require and shall convey to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

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

Annex: "C"

UNDERTAKING ON BIDDERS LETTER HEAD

Important Note:

All the bidders must submit this undertaking on their company letter head attached with technical bid at the time of bid submission on the following format.

1. I, _____ Owners / Director / Legal Attorney / Accredited representative of M/s _____, solemnly declare that,
2. M/s _____ have read the contents of the Bidding Document and have fully understood it.
3. That the financial instruments, statements of facts, data and documents being submitted by M/s _____ for the Tender vide PIC-073 dated _____ are true, genuine and correct.
4. Undertakes that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.
5. M/s _____ is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.
6. Bid Security (in original) is placed in the financial bid.
7. In case we fail to comply any of the aforesaid conditions or the documents submitted by M/s _____ is found false/forged, our tender will be cancelled forfeiting the Bid Security amount and debaring us from participation in future tenders of Medical Teaching Institution PIC, Khyber Pakhtunkhwa, for a period of one year.

Signature with Seal of the Deponent (bidder)

STATEMENT OF REQUIREMENT WITH SPECIFICATION

| S.No | Discount offered in percentage (%) on MRP | Remarks |
|-------------|--|----------------|
| 01 | | |

The Bidder Offering Highest Percentage (%) discount on MRP will be award the contract (Subject to fulfillment of mandatory documents)

Blacklistment Of Defaulted Bidder/Contractor

Conditions for Blacklistment of Defaulted Bidder/Contractor under rule 44 of KPPRA Rules 2014

The following are the events which would lead to initiate (Rule 44 of KPPRA Rules 2014) blacklisting/debarment process;

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

Conditions for debarment of Defaulted Bidder/Contractor

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

Procedure for Blacklistment and debarment

- 1. Competent authority of Peshawar Institute of Cardiology may on information, or on its own motion, issue show cause notice to the bidder.
- 2. The show cause 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 KP-PPRA and defaulting bidder within three days of passing order.
- 9. The duration of debarment may vary up to five years depending upon the nature of violation.

Redressing Of Grievances

- a. The purchaser shall constitute a committee comprising of disagreed & notified by the competent authority proper powers and authorizations to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- b. Any bidder feeling aggrieved by any act of the purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than 03 days after the announcement of the bid evaluation report.
- c. The grievance redressed Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint. The report along with decision shall be forwarded to the purchaser officer within the prescribed period.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- e. Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance.

Purchase Officer
PIC-MTI Peshawar

Assistant Manager Purchase
PIC-MTI Peshawar

Manager Material Management
PIC-MTI Peshawar

Manager Pharmacy
PIC-MTI Peshawar

Chairman P & T Committee
PIC-MTI Peshawar

Manager Bio-Medical
PIC-MTI Peshawar

Director Building & Facilities
PIC-MTI Peshawar

Director Finance
PIC-MTI, Peshawar

Hospital Director
PIC-MTI, Peshawar

Medical Director
PIC-MTI, Peshawar