



**PESHAWAR INSTITUTE OF CARDIOLOGY
MEDICAL TEACHING INSTITUTION**

BID SOLICITATION DOCUMENTS

FOR

**PROCUREMENT OF RECLINER CHAIR
PIC-047**

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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To:

Dear Sir,

1. The Hospital Director, Peshawar Institute of Cardiology (Purchaser), hereby issued this BSD for Supply, Installation, of Recliner chair for Peshawar Institute of Cardiology PIC-MTI. If you, however, have been associated with the firm that prepared the design, and specifications of the contract that is subject of this procurement, you shall be disqualified.

To assist you in the preparation of your Offer we enclose the necessary technical specifications, required quantities and terms and condition. "Statement of Requirements" comprising technical specifications and quantities is attached as Annexure-I.

2. You must quote for all the items under this BSD together for Recliner Chair. Offer will be evaluated for all the items together for Recliner Chair and contract will be awarded to the firm offering the lowest evaluated total cost for Recliner Chair
3. You shall submit one original of the Price Quotation with the Form of Quotation, and clearly marked "Original". Your quotation in the attached format should be signed, sealed in an envelope and addressed to and delivered to the following address:

Hospital Director
Peshawar Institute of Cardiology,
Material Management Department
5-A, Sector B-3, Phase-V, Hayatabad, Peshawar

1. INTRODUCTION:

Peshawar Institute of Cardiology MTI invites sealed bids from the register firms with FBR for procurement of Recliner Chair for Peshawar Institute of Cardiology PIC-MTI. Open Competitive Bidding under rule 6(2) (a) “*Single Stage Single Envelope*” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

<i>Description</i>	<i>Dates</i>
Pre-bid meeting	27-01-2022 at 10:00 AM (PST)
Closing/Last submission/Opening	16-02-2022 11:00 AM (PST) & 11:30 AM (PST)
Bid security	02%
Tender Process	<i>Single Stage Single Envelope</i>

2. INSTRUCTIONS TO BIDDERS:

1. This Bidding procedure will be conducted in light of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Laws, Rules made there under along with Standard Bidding Documents.
2. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
3. All the bidders are required to provide annexure wise complete requisite documents with page marking for their Technical Evaluation / Qualification as prescribed under the rules.
4. The bid should be complete in all respect and must be signed by the bidder.
5. The prices shall be quoted in Pak Rupees inclusive of all applicable taxes for supply, installation, testing and commissioning of all items. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes. Peshawar Institute of Cardiology MTI is exempted from GST.
6. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
7. For any query, clarification regarding Services / Bid Solicitation Documents, the applicants may send a written request at least one day prior to the opening date.
8. 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.
9. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
 - a. Received without earnest money;
 - b. It is received after the date and time fixed for its receipt;
 - c. The tender document and the bid is unsigned;
 - d. The offer is ambiguous;
 - e. The offer is conditional i.e. advance payment, or currency fluctuations etc.;
 - f. The offer is from blacklisted firm in any Federal / Provincial Govt. Deptt;
 - g. Hand written bids shall NOT be accepted; it must be typed.

10. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.
11. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
12. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
13. In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.
14. Any direct or indirect effort by a bidding firm to influence this 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 Peshawar Institute of Cardiology MTI's future bids.

3. EVALUATION OF OFFERS:

Offers determined to be substantially responsive to the technical specifications given under Appendix-I and meeting the minimum requirement as mentioned below shall be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, minimum requirements, and specifications in this Bid Solicitation Documents, and it will not be considered further. The Purchaser will evaluate and compare only the Offers determined to be substantially responsive. In evaluating the Offers, the Purchaser will adjust for any arithmetical errors as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- b. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;
- c. If a Supplier refuses to accept the correction, his quotation will be rejected.

4. ELIGIBLE BIDDERS:

MINIMUM REQUIREMENTS:

- d. Following are the mandatory requirements to be fulfilled by participating bidders. The Purchaser will evaluate and compare only Offers which comply the basic requirements given below;
 - Registered with FBR and on Active Tax Payer List (ATL) (Attach certificate);
 - Registered with Khyber Pakhtunkhwa Provincial Revenue Authority (KPRA) in sale tax on services (Attach certificate);
 - Company/firm is not blacklisted by any public or private entity (Attach statement on oath/affidavit to the effect).
 - Integrity Pact

5. AWARD OF PURCHASE ORDER/AWARD LETTER.

The Purchase Order/Award Letter will be made to the bidder offering the lowest evaluated price/sample approved by the competent authority and that meets the required technical specification and fulfill the minimum requirements. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply.

The bidder / supplier whose Offer has been accepted will be notified of the award of

contract through the Letter of Award/Purchase Order/Letter of Acceptance within the validity period.

6. GENERAL CONDITIONS:

1. Peshawar Institute of Cardiology MTI shall evaluate the proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
2. At any time prior to the deadline for submission of bids, Peshawar Institute of Cardiology MTI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
3. If a bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
4. Peshawar Institute of Cardiology MTI may accept or reject any or all of the bids under KPPRA Rules, 2014.
5. Non-Provision of mandatory documents mention in these SBDs shall lead to disqualification of the firm / quoted items.
6. Bid document and required documents must be submitted in Hard Tap binding, Bids in the Clip or box file will not be allowed
7. The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.
8. The Procuring Agency has the right to inspect the premises of bidder to inspect the setups ensuring proper after sales services, documents mentioned in technical bids and any other relevant details. Premises (office/workshop) of bidder shall be insured through ownership/or Rent agreement.
9. The Bid security shall be from bank account of the bidder. Ordinary cheque and Payment Order (PO) in the form of bid security shall result in bid rejection.
10. The Unit price quoted by the bidder shall be **inclusive** of all applicable duties and taxes. All prices shall include relevant taxes & duties, where applicable. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
11. In case of the Importers/Authorized Dealers, the firm will ensure that the items are acquired from the original manufacturer and are procured through proper channel as advised by the original manufacturer.
12. Different models/ prices offered for a single item by the same bidder shall be considered as alternate bid and shall be non-responsive.
13. All reservations in SBDs shall be submitted in writing in the pre-bid meeting by authorized person/representative of the firm.
14. Rates will be valid till 31 Dec 2022.

7. BID SECURITY

Each bidder shall furnish, as a part of his bid, at the option of the bidder, a bid security of two (2%) of the quoted price in shape of Call Deposit Receipt (CDR) from a Scheduled Bank of Pakistan in the name of the Hospital Director, Peshawar Institute of Cardiology.

- a. Any bid not accompanied by an acceptable bid security shall be rejected by the employer as non-responsive.
- b. Bid security of the unsuccessful bidders shall be released once the successful bidder furnishes the prescribed performance security or on the expiry of the validity of bid security whichever is earlier.
- c. The bid security of a successful bidder shall be returned once the successful bidder has signed the contract and furnished the required performance security.
- d. The Bid security shall be forfeited:
 - (i) If a bidder withdraws his bid during the period of bid validity; or
 - (ii) If a bidder doesn't accept the correction of his Bid Price as described above; or
 - (iii) In the case of a successful bidder, if he fails to:
 - Furnish the performance security in accordance with the terms and conditions of the Contract;
 - Sign the contract agreement, in accordance with the terms and conditions of the BSD

8. BID VALIDITY:

- i) The bids should be valid for a period of 120 days.
- ii) In exceptional circumstances, Peshawar Institute of Cardiology MTI 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.

FORM OF CONTRACT

THIS AGREEMENT Tender Ref. No PIC-047 made on----- day of -----, 2022, between Hospital Director, Peshawar Institute of Cardiology, 5-A Sector B-3, Phase-V, Hayatabad, (hereinafter called “the Purchaser”) on the one part and _____(Company Name)_____ (hereinafter called “the Supplier”) on the other part.

WHEREAS the Purchaser has requested for Proposal to be supplied by Supplier, viz. Contract Supply, Installation, Testing and Commissioning of Server & Storage Accessories, Bar Code & Label Printer and Computer on Wheels (Trolley) for Peshawar Institute of Cardiology (hereinafter called “Contract”) and has accepted the Offer by the Supplier for the supply of goods under Contract at the sum of PKR. hereinafter called “the Contract Price” .

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:

- a. Letter of Award/Acceptance/Purchase Order;
- b. Bid Solicitation Documents;
- c. Terms and Conditions of Supply;
- d. Statement of Requirement;
- e. Addendum (if applicable);

2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply, installation, testing and commissioning Server & Storage Accessories, Bar Code & Label Printer and Computer on Wheels (Trolley) for Peshawar Institute of Cardiology under the Contract and remedy any defects therein in conformity with the provisions of the Contract.

3. The Purchaser hereby covenants to pay, in consideration of the acceptance of Contract, supply, installation, testing and commissioning of Server & Storage Accessories, Bar Code & Label Printer and Computer on Wheels (Trolley) for Peshawar Institute of Cardiology and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by the Contract.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of Islamic Republic of Pakistan on the date indicated above.

Signature and seal of the Purchaser:
FOR AND BEHALF OF

Signature and seal of the Supplier:
FOR AND BEHALF OF

Name of Authorized Representative

Name of Authorized Representative

TERMS AND CONDITION OF SUPPLY

Procurement title: Supply, Installation of Recliner Chair (PIC-047)

The schedule for supply of goods shall be as under:

- i. Within 90 days from the date of issuance of supply order by the Purchasing Agency for items to be imported.
- ii. Within 30 days from the date of issuance of supply order by the Purchasing Agency for items to be locally available

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

- i. Penalty @ 2% for late supply up to 15 days.
- ii. Penalty @ 5% for late supply beyond 15 days

- a. **Fixed Price:** The price quoted by the Supplier shall remain firm and fixed and not subject to any adjustment during contract performance.
- b. **Reserve Rights:** The Purchaser reserves the right to accept or reject any or all Proposals or increase/decrease the quantity subject to relevant provisions of KPPRA Procurement Guidelines.
- c. **Delivery Schedule:** The delivery should be completed as per above schedule.
- d. **Insurance:** The goods supplied under the Contract shall be fully insured in a freely convertible currency against loss of damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the value of the Goods on "All risks" basis
- e. **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan.
- f. **Warranty:** The Goods offered should be covered by manufacturer's warranty for at least one (01) year from the date of delivery to the Purchaser.
- g. **Packaging and Marking Instructions:** The Supplier shall provide standard packing of the Goods as required preventing their damage or deterioration during transit to their final destination.
- h. **Defects:** All defects shall be corrected by the Supplier without any cost to the Purchaser during warranty period within Ten (10) calendar days from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the supplier within the warranty period are:
- i. **Resolution of Disputes:** The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the Arbitration act of Pakistan.
- j. **Payment:** payment will be made after full supply and installation subject to approval from the committee.
- k. **Warranty:** The Goods offered should be covered by manufacturer's warranty for at least one (01) year from the date of delivery to the Purchaser
- l. **Required Technical Specifications:** The required technical specification is attached as "Statement of Requirements", Appendix-I. The Supplier confirms compliance with the mentioned specifications.
- m. **Failure to Perform:** The Purchaser shall cancel the Contract if the Supplier default

under the Contract, or any part thereof, in accordance with the above terms and conditions and it shall constitute sufficient grounds for calling performance security

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 MTI.

Procedure for blacklistment and debarment

1. Competent authority of Peshawar Institute of Cardiology MTI may on information, or on its own motion, issue show cause notice to the bidder.
2. The show because notice shall contain the statement of allegation against the Bidder.
3. The bidder will be given maximum of seven days to submit the written reply of the show cause notice.
4. In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-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.
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.

AWARD OF CONTRACT:

Contracts shall be confirmed through a written agreement signed by the successful bidder and the Peshawar Institute of Cardiology MTL.

9. INVITATION FOR BIDS

Hospital Director, **Peshawar Institute of Cardiology-MTI** invites sealed tenders on National Competitive Bidding for the procurement of Recliner Chair for Peshawar Institute of Cardiology PIC-MTI, under rule 6(2)(a) *“single stage Single envelope procedure”* of KPPRA Rules 2014, from reputed firms registered with the Income / Sales tax, reflected on Active Taxpayer List of FBR.

The bidders are required to submit bid security 02% in shape of Call Deposit Receipt (CDR) in the name of Hospital Director Peshawar Institute of Cardiology MTI. Pre-bid meeting with the interested bidders will be held on the above mentioned date and time.

The tenders complete in all respect must reach the undersigned by mentioned date and time, which will be opened at 11:30 AM (PST). on the same day in the office of Manager Material Management Department, Peshawar Institute of Cardiology in the presence of the procurement committee and the bidders / representatives who may choose to attend.

Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

FORM OF STATEMENT OF REQUIREMENT WITH SPECIFICATION

(On the letter of the Supplier)

To:

Hospital Director (HD),
Peshawar Institute of Cardiology
5-A, Sector B-3, Phase-V, Hayatabad
Peshawar,

We offer to execute the “Supply, Installation and Testing of Recliner Chair for Peshawar Institute of Cardiology” in accordance with the Conditions of Contract accompanying this Offer for the Contract Price of _____ (amount in words and numbers) Pak Rupees. We propose to complete the supply and installation described in the Contract within the following Supply and Installation schedule from the Date of Signing of the Contract.

S#	Description	Specification of item proposed by supplier	Qty A	Unit price (PKR) B	Total Price (PKR) (AxB)	Schedule for Supply & Installation
1	(i) High Quality Mechanism (ii) Italian Faux Leather Upholstery (iii) High Grade Fiber cushioning Glider Mechanism. (iv) Manually adjustable back support. (v) Manually adjustable foot support. (vi) Good quality washable cloth/leather (vii) Movable (with wheels and locking mechanism)		30			Within 30 days from the date of issuance of Award Letter/ supply order by the Purchasing Agency for items to be locally available



Note: Sample will be called at the time of selection if required