



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

## **STANDARD BIDDING DOCUMENTS**

### **FOR PROCUREMENT OF “ECHOCARDIOGRAPHY MACHINE”**

**PIC-079**

Sr#	Name of item	QTY	Bid Security (PKR)	Tender Process
1.	Echocardiography Machine	02	500,000	Single Stage Two Envelope

## **(PROCUREMENT SPECIFIC PROVISIONS)**

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Sample Forms
- Eligibility

## Preface

These Bidding Documents have been prepared for use by procuring agencies in the procurement of goods through National Competitive Bidding (NCB).

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part Two and contains data and provisions specific to each procurement. Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents. In addition, each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall not be included in the final documents, except for the notes introducing Section VI, Forms, where the information is useful for the Bidder.

- a. Specific details, such as the “name of the Procuring agency” and “address for bid submission,” should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- b. Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.
- c. Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Procuring agency should strictly follow. The final document should contain no footnotes.
- d. The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 25.3 and 25.4, respectively) should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.
- e. Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Procuring agency for each procurement.
- f. The forms provided in Section VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

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**Part Two**  
**Section I. Invitation for Bids**  
Notes on the Invitation for Bids

The Invitation for Bids (IFB) has been issued as an advertisement in leading newspapers of general circulation in the Province of Khyber Pakhtunkhwa as well as on the web site of the Peshawar Institute of Cardiology ([www.pic.edu.pk](http://www.pic.edu.pk)) by allowing at least fifteen days for NCB for bid preparation and submission.

The Invitation for Bids provides information that enables interested bidders to decide whether to participate. Apart from the essential items listed in the Standard Bidding Documents (SBD), the Invitation for Bids also indicates the important bid evaluation criteria or qualification requirement (for example, a requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued) so that the bidders should give their best and final prices as no negotiations are allowed.

The Invitation for Bids is incorporated into these Standard Bidding Documents (SBDs). The information contained in the Invitation for Bids (IFB) conforms to the bidding documents and in particular to the relevant information in the Bid Data Sheet.

## INVITATION FOR BIDS

**REF No. PIC-079**

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.	Crockery for Cafeteria	Single Stage Single Envelope	200,000
2.	Furniture for Cafeteria		200,000
3.	RO Plant for CSSD		200,000
4.	Water Filtration Plant for Drinking Water		200,000
5.	Medical Triplex Vacuum Plant		500,000
6.	Echocardiography Machine	Single Stage Two Envelope	500,000
7.	Minimal Invasive Cardiac Surgery Tower (Video-Endoscope)		04% 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, and Professional Tax or any other Government tax will be charged as per rules. (However, PIC-MTI, Peshawar is exempted from the General Sales Tax).
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 **July 23<sup>rd</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 **August 06<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,**

## Section II. Bid Data Sheet

<b>DATA SHEET</b>		
Reference ITB	Introduction/Description	Detail
ITB 1.1	Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.
ITB 1.1	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.
ITB 1.1	Name of Project.	Procurement of Echocardiography Machine – (PIC-079)
ITB 1.1	Name of Contract.	Procurement of Echocardiography Machine – (PIC-079)
ITB 4.1	Name of Procuring agency.	Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.
ITB 6.1	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 091-9219645
ITB 8.1	Language of the bid.	English
<b>BID PRICE AND CURRENCY</b>		
ITB 11.2	The price quoted shall be	The bidder must quote FOR rates (Included all applicable taxes.) Including, Transportation, Loading Unloading etc.
ITB 11.4	The Price shall be fixed	The quoted prices shall be firm and fixed and not subject to any adjustment during performance of the contract.
	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)
<b>PREPARATION AND SUBMISSION OF BIDS</b>		
ITB 13.3 (d)	Qualification requirements.	Manufacturer / Manufacturer Authorized distributor in Pakistan. Sub-Distributor are not allowed.

ITB 14.3 (b)	Spare parts required for years of operation.	<ul style="list-style-type: none"> <li>• Five Years free of cost provision of services and spare parts under warranty period.</li> <li>• Ten Years parts availability in market and will provide certificate for the same.</li> </ul>
ITB 15.1	Amount of bid security.	<p>The Bid security shall be Rs.500,000/- from bank account of the bidder from schedule bank of Pakistan excluding micro finance bank. Ordinary cheque and Payment Order (PO) and bid security from Micro Finance Bank will result in bid rejection summarily.</p> <p>Bid Security of the unsuccessful bidders shall be released as promptly as possible upon the successful Bidder's furnishing of the performance security;</p> <ol style="list-style-type: none"> <li>a. The bid security of successful bidder shall be returned once the successful bidder has signed the contract agreement and furnished the required performance security;</li> <li>b. 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>• If a bidder doesn't accept the correction of his Bid Price; or</li> <li>• In the case of a successful bidder, if he fails to: <ul style="list-style-type: none"> <li>• Furnish the Performance security in accordance with ITB 15.2 and SCC clause 7.1;</li> <li>• Sign the contract agreement</li> </ul> </li> </ul> </li> </ol>
ITB 15.2	Performance Security	<p>The amount of performance security, as a percentage of the Contract Price, shall be 10%.</p> <p>However, the Standard bid security @ Rs. 500,000 of the bid values as elaborated in ITB Clause 15.1, shall be retained by the Procurement Cell and will be released back to successful bidders after receipt of 10% performance security. The Performance Security will be retained by procuring entity till completion of warranty period.</p>
ITB 16.1	Bid validity period.	<p>One hundred twenty (120) days</p> <p>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.</p>
ITB 17.1	Number of copies.	One (original bid)



ITB 18.2 (a)	Address for bid submission.	Hospital Director Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan
ITB 18.2 (b)	IFB title and number.	Procurement of Echocardiography Machine - (PIC-079)
ITB 19.1	Deadline for bid submission.	<b>August 06<sup>th</sup>, 2024 at 11:00 AM Sharp.</b>
ITB 19.3	Pre-Bid meeting with the bidders	<b>July 23<sup>rd</sup>, 2024</b> at 10:00 am in the office of Manager Material Management, 1 <sup>st</sup> floor, OPD Block, Peshawar Institute of Cardiology PIC-MTI
ITB 22.1	Time, date, and place for bid opening.	<b>August 06<sup>th</sup>, 2024 at 11:30 AM Sharp.</b> in the office of Manager Material Management, 1 <sup>st</sup> floor, OPD Block, Peshawar Institute of Cardiology PIC-MTI
<b>BID EVALUATION</b>		
ITB 23.1	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.
ITB 25.3	Criteria for bid evaluation.	Merit Point Evaluation. The procurement will be carried as per KP-PPRA act 2012 section 02 (c) and amendment rules dated 17-08-2022 rules 06 (b) where the best evaluated responsive bid shall be considered for award of contract  The bidder ranked highest in merit points (obtained through and based on technical and financial evaluation).
<b>Contract Award</b>		
ITB 29.1	Percentage for quantity increase or decrease.	Number of items can be increased and decreased as per requirement of the PE within permissible limits under the rules.
	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”.
	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.
<b>DELIVERY AND DOCUMENTS</b>		
	Applicable Delivery Mode: Delivered Duty Paid (DDP) as per contract agreement of the Successful bidder with the Procuring Agency. The delivery, loading/unloading/port charges/any duty or any other charges and installation will be responsibility of bidder. No charges will be paid additionally in case of penalty or any other charges.	

## **Section III. Special Conditions of Contract**

### **Notes on the Special Conditions of Contract**

Similar to the Bid Data Sheet in Section II, the clauses in this Section are intended to assist the Procuring agency in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section III complement the General Conditions of Contract included in Part one, Section II, specifying contractual requirements linked to the special circumstances of the Procuring agency, the Procuring agency's country, the sector, and the Goods purchased. In preparing Section III, the following aspects should be checked:

- a. Information that complements provisions of Part One Section II must be incorporated.
- b. Amendments and/or supplements to provisions of Part One Section II, as necessitated by the circumstances of the specific purchase, must also be incorporated.

## SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement & qualify the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

The corresponding clause number of the GCC is indicated in parentheses.

GCC Ref No		
1. DEFINITIONS	1.1 g	The Procuring agency is: Peshawar Institute of Cardiology Medical Teaching Institution Peshawar
	1.1 h	The Procuring agency's country is: Pakistan
	1.1 i	The Supplier is: <ul style="list-style-type: none"> <li>i. Manufacturer/Authorized distributor registered with relevant sales and income tax authorities and have requisite qualification and eligibility for supply of Goods in the specialized categories of health sector; and</li> <li>ii. Manufacture of Medical Equipment/ Machinery, Instruments &amp; Medical Devices in Pakistan; and</li> <li>iii. Authorized distributor of Medical Equipment/ Machinery, Instruments &amp; Medical Devices in Pakistan.</li> </ul>
	1.1 j	The Project Site is: Peshawar Institute of Cardiology
3. COUNTRY OF ORIGIN		All countries and territories as indicated in Part Two Section.VI of the bidding documents Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement. The bidder will provide the details regarding country of origin, Model, Make, manufacturer, along with details of Manufacturing Units and mode of supply, shipment, and any other associated details of the component items and that of the quoted equipment. Bidders are bound to supply the equipment from quoted country of origin only.
7. PERFORMANCE SECURITY	7.1	<ul style="list-style-type: none"> <li>a. The Supplier shall, within 14 days of receipt of Award Letter/purchase order, provide a Performance Security for the due performance of the Contract to the amount of ten (10%) of contract price in shape of CDR or Bank Guarantee, at the option of bidder, in the name of Hospital Director Peshawar Institute of Cardiology PIC MTI from schedule bank of Pakistan;</li> <li>b. Failure of the successful Bidder to submit the requisite performance security or to sign the contract agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the Client may award the contract to the next best evaluated bidder whose offer is substantially responsive.</li> </ul>

8. INSPECTIONS AND TESTS	8.6	<ul style="list-style-type: none"> <li>i. The Technical Evaluation shall be conducted by the Technical and Evaluation (T&amp;E) Committee to undertake verification of documents submitted by the bidder/s along with the technical bids as well as to conduct the physical inspection of the various samples/relevant premises as per rent agreement or ownership etc. (Section-V -Technical Specification of the Part II of these SBDs).</li> <li>ii. Sample tests as well as pre-shipment inspections will also be carried out as and when needed before signing of contract agreement with all the successful bidders for Machinery &amp; Equipment, instruments etc.</li> </ul>
9. PACKING		In accordance with the GCC Clause 9 as well as provided in the relevant clauses of contract agreement of Peshawar Institute of Cardiology with the Supplier/s (Section-VI of these SBDs)
10. DELIVERY AND DOCUMENTS		<p>Applicable Delivery Mode: Delivered Duty Paid (DDP) as per contract agreement of the Successful with the Procuring Agency.</p> <p>The delivery, loading/unloading and installation will be responsibility of bidder.</p> <p>No charges will be paid additionally in case of penalty or any other charges.</p>
15. WARRANTY	15.1	<p>The Supplier shall provide warranty as per the terms and conditions of the Contract Agreement with Procuring Agency.</p> <ul style="list-style-type: none"> <li>• Five Years free of cost provision of services and spare parts under warranty period.</li> <li>• Ten Years parts availability in market and will provide certificate for the same.</li> </ul>
	15.2	<p>In partial modification of the provisions, the warranty period shall be as per contract terms and conditions. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <ul style="list-style-type: none"> <li>a. Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or</li> <li>b. Pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be higher than the adjustment price used in bid evaluation.</li> </ul>

	15.4 15.5	The period for correction of defects in the free warranty period is Five years after installation with free parts and free services, including all incidental charges
Maintenance and calibration		The bidder must perform Preventive maintenance according to given schedule, moreover equipment must be calibrated according to OEM recommendation.
16. PAYMENT	16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <ul style="list-style-type: none"> <li>i. GCC Clause 16 as well as under the terms and condition in Contract Agreement with the Procuring Agency, the goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after the goods having been delivered; hence insurance coverage is seller's responsibility, for which they may arrange appropriate coverage. Payment shall be made in Pak. Rupees in accordance with the relevant and applicable government rules and regulations.</li> <li>ii. Payment will made 100% upon successful completion of installation however, Performance Security shall not be release till the warranty period.</li> </ul>
17. PRICES	17.1	<ul style="list-style-type: none"> <li>i. The bidder will not quote price of any item/s which is/are higher than the prices quoted by the bidder across the country to any procuring entity of the quoted item/s through public funding.</li> <li>ii. In case the bid price is higher than estimated cost, the Procuring agency has the right to reject the bid and scrap the process without any liability as per rule 47 of KPPRA.</li> <li>iii. In case of single bid after technical evaluation, the procuring agency may carry out the market analysis before issuing a letter of Award to the successful bidder.</li> </ul>
23. LIQUIDATED DAMAGES		As in relevant clauses of the Contract Agreement signed by the Supplier with the Procuring Agency. Penalties shall be imposed as per contract agreement and blacklisting & debarment guidelines of the department if the firm deviates from Rate Contract Agreement.
28. RESOLUTION OF DISPUTES		<p>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 Management Committee (MC) of PIC-MTI.</p> <p>If at all required, the jurisdiction of Court shall be of Peshawar, Khyber Pakhtunkhwa.</p>

		<b>Bid Tie.</b> In case of tie in the final score of two bidders, and unless otherwise not in contradiction to any of the terms & conditions and specifications of that item, the contract will be offered to the bidder having higher score in its technical bid and the same will be declared as highest fair bid (successful bidder).
29. GOVERNING LANGUAGE	29.1	The Governing Language shall be: English
30. APPLICABLE LAW	30.1	The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan, which includes the following legislation: <ul style="list-style-type: none"> <li>i. The KPPRA Act 2012</li> <li>ii. The KPPRA Rules 2014</li> <li>iii. The Contract Laws</li> <li>iv. The General Financial Rules of the Govt. of Khyber Pakhtunkhwa and all the</li> <li>v. Relevant laws, rules and regulations pertaining to budgeting &amp; financial management of public fund</li> <li>vi. The Bonded Labor System (Abolition) Act of 1992</li> <li>vii. The Factories Act 1934</li> </ul>
31. NOTICES	31.1	Procuring Agency address for notice purposes: Hospital Director Peshawar Institute of Cardiology, MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan. Email: <a href="mailto:nayamat.shah@pic.edu.pk">nayamat.shah@pic.edu.pk</a> <a href="mailto:murtaza.ahmad@pic.edu.pk">murtaza.ahmad@pic.edu.pk</a> Supplier's address for notice purposes: As mentioned in their bidding document
32. Duties & Taxes	32.1	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.

#### **Section IV. Schedule of Requirements**

1. As detailed elsewhere in this document, bid security Rs. 500,000 shall be submitted by each bidder on the total quantity of items for which bid is being submitted. The mode of provision of bid security shall be in accordance with the modalities as laid down in the relevant KPPRA Rules and these Revised Standard Bidding Documents.
2. Manufacturers/ Manufacturer's Authorized Distributors for procurement of quoted Equipment.
3. All certifications (i.e Manufacturer authorization, ISOs, CE MDD, USFDA, JIS/MLHW, DRAP) and data/ documents shall be valid. T&E committee will carry out the verifications before award of contract and in case of any fraudulent practice; legal action will be taken against the bidder concerned. Any certificate expires before bid opening will not be considered.
4. Non-Provision of mandatory documents mention in these SBDs shall lead to disqualification of the firm / quoted items.
5. Bid document and required documents must be submitted in Hard Tap binding.
6. Sub-contracting & sub distribution is not allowed.
7. The supplier shall carry out the services/Supplies with due diligence and efficiency and in conformity with sound practices.
8. 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.
9. 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.
10. 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.
11. 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
12. 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.
  - a. 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;
- 13. 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

#### **14. Format and Signing of Bid**

- i. The Bidder shall prepare an original clearly marking each **"ORIGINAL BID"** as appropriate.
- ii. 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, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- iii. 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.

#### **15. Sealing and Marking of Bids**

- i. The Bidder shall seal the original bid in master envelope, duly marking the envelopes as **"bid for Echocardiography Machine- PIC-079"**
- ii. 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 **Echocardiography Machine- PIC-079**, and a statement: **"DO NOT OPEN BEFORE,"** to be completed with the time and the date specified in the Bid Data Sheet.
- iii. 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".
- iv. If the outer envelope is not sealed and marked as required by clause 10 above, the PIC-MTI will assume no responsibility for the bid's misplacement or premature opening.
- 16. in case of defect or damage within the warranty period, the supplier must replace the instrument within 45 days from receipt of the notice.
- 17. 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. (However, this hospital is exempted from the General Sales Tax)
- 18. In case of the Authorized Distributor, 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.
- 19. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
- 20. 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



21. Different models/ prices offered for a single item by the same bidder shall be considered as alternate bid and shall be non-responsive.
22. All reservations in SBDs shall be submitted in writing in the pre-bid meeting by authorized person/representative of the firm.
23. The firm should quote the prices in PKR.

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

- a. The schedule for supply of goods shall be as under:
  - i. Within 30 days from the date of issuance of supply order by the Purchasing Agency for items to be locally available
  - ii. Within 90 days from the date of issuance of supply order by the Purchasing Agency for items to be imported. (BL bill of lading should be attached )
- b. The Penalty on late supply of goods shall be charged as under
  - i. Penalty @2% For Late Supply within 15 Days from due date of delivery.
  - ii. Penalty @ 5% For Late Supply within 16-30 Days from due date of delivery.
  - iii. Penalty @ 10% For Late Supply beyond 30 Days from the due date of delivery.

### **List of Equipment**

<b>S. No</b>	<b>Name of Item</b>	<b>Qty</b>
1.	<b>Echocardiography Machine</b>	<b>02</b>

## **Evaluation Criteria for Procurement of Medical Equipment**

### **1. Eligible bidder/Mandatory documents:**

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

<b>S, No</b>	<b>Mandatory Documents</b>
<b>1.</b>	Manufacturer/ Manufacturer Authorized Distributor in Pakistan. Valid Relevant Documents shall be attached (Sub distribution is not allowed)
<b>2.</b>	The firm/bidder will provide the warranty of the quoted items including parts, services and accessories for the period of 5 years.  (The warranty must be provided on Manufacturer letter head)
<b>3.</b>	The Bidder is not blacklisted from any provincial or federal public entity/department. Bidder shall provide an affidavit of such undertaking on judicial paper;
<b>4.</b>	Registered with FBR for Income Tax and Sales Tax and reflected on the Active Tax Payer List of FBR;
<b>5.</b>	Integrity pact form must be submitted by the bidder (available on page # 40)
<b>6.</b>	Bid Security as mentioned above.

## Evaluation Criteria for Procurement of Echocardiography Machine

**Total Marks (Technical Criteria + Financial Criteria): TM: 70 + 30 =100**

(Technical Evaluation Marks: 70)

S #	Parameters	Sub-parameters	Total Marks: 50
	Product Evaluation		
	Conformance to Specification		
1	Compliance to Purchaser's Specifications		25
		Fully compliance with the required specifications as per statement of Requirement (Up to a maximum of four Minor deviations may be accommodated subject to the condition that main function and performance in any aspect would not affect. However, up to four marks will be deducted	25
2	Product Certification		9
	US FDA /US FDA Listing	Valid US Food and Drug Administration (FDA) 510K/ US FDA Listing for the quoted item	4
	CE(MDD) /EU MDR	Valid European Community (CE) MDD/EU MDR	2
	JIS/MHLW	Valid Japanese industrial standard/ Ministry of Health, Labour and Welfare of Japan//Japan Sales Certificate	3
	Two out of above Three certifications are mandatory		
	Performance Specifications		
3	Product's / Manufacturer Global Performance Certificates		4
		<ul style="list-style-type: none"><li>Valid ISO 13485 Quality Management certificate</li><li>Valid ISO 9001 Quality Management Certificate</li><li>Certificate of Origin of Equipment on letter head of the manufacturer.</li></ul>	<div>2</div> <div>1</div> <div>1</div>
4	Product's Local Performance		12
		One mark for each after sale satisfactory performance certificate (verifiable) on letter head of medical institution, signed and stamped letter for the quoted model of equipment from medical institution of Pakistan.	6

		One mark for each after sale satisfactory performance certificate (verifiable) on letter head medical institution, signed and stamped letter for the Previous models of equipment from medical institution of Pakistan.	<b>6</b>
	<p>Supply Order / Purchase Order / Installation reports / Delivery challan will not be considered as satisfactory performance certificate.</p> <p>The participated firm name and product details must be mentioned on the performance certificate.</p>		
	<b>Firm Evaluation</b>		<b>Total Marks: 20</b>
<b>5</b>	<b>Legal Requirement</b>		<b>4</b>
		Most Recent Audit Report duly signed by external Auditor (from chartered accountant)	<b>1</b>
		Sales Tax (Last 6 months)	<b>1</b>
		Income tax (Last 1 years)	<b>1</b>
		Firm registered with PEC / DRAP (Drug Regularity Authority of Pakistan) to import / manufacture of medical devices where applicable.	<b>1</b>
<b>6</b>	<b>Technical Staff</b>		<b>4</b>
		Diploma Engineer (Diploma must be attached)	<b>1</b>
		Graduate Bio-Medical Engineers. (Degree must be attached)	<b>1</b>
		Graduate Engineers (Degree & PEC certificate should be attached)	<b>1</b>
		Manufacturer Trained Engineer in Pakistan on quoted Equipment. (Visa and certificates should be attached)	<b>1</b>
<b>7</b>	<b>Networking and Training</b>		<b>3</b>
	Supplier's office for maintenance and 24/7 support	Availability of workshop in Peshawar to be verified with Ownership / Rent Agreement with Owner / Rent Agreement with Company Name.	<b>1</b>
		Availability of workshop at National level to be verified with Ownership / Rent Agreement with Owner/ Rent Agreement with Company Name.	<b>1</b>
		Certificate to the affect that the firm will provide training in the use of equipment to the relevant technical staff.	<b>1</b>

8	<b>Testing &amp; Calibration Equipment</b>		<b>1</b>
		List of tools, testing equipment and Spare Parts readily availability (Inventory list)	<b>1</b>
	<b>Additional warranty with parts and services</b>		<b>4</b>
		The bidder will be given additional 2 mark for 1 addition year warranty. (Max 2 years and max 4 marks)  Warranty shall be provided on Bidder's Letter Head	<b>4</b>
9	<b>Post warranty Maintenance Services</b>		<b>4</b>
	With parts and services	Post warranty maintenance contract, including service and parts, rates (companies to offer percentage (%) of the contract value in the technical bid. The lowest will get the full marks.  The rates must come from the Participated Bidder.  The formula to calculate the marks for the Post warranty submitted is: [Lowest % / quoted %] x100 x 0.04	<b>4</b>

Total Marks in Technical Criteria: 70  
Qualifying Percentage in Technical Criteria: 70%  
Qualifying Marks: 49

**Financial Criteria (30 Marks):**

S #	Parameters	Sub-Parameters	Total Marks: 30
	Price		30
		Lowest Price will get full marks. The formula to calculate the marks for the price submitted is: [Lowest Price (Fm)/Price of Bid under consideration (F)] x100 x 0.30	30

Total Marks (Technical Criteria + Financial Criteria): 100

The bidders achieving a minimum of 49 marks (i.e., 70%) out of 70 marks in the Technical Evaluation will be declared technically qualified. Financial bids of only technically qualified bidders will be opened publicly at the time to be announced by the Procuring Agency. The Financial Bids of technically disqualified bidders will be returned un-opened to the respective Bidders. After getting the financial score from the remaining 30 marks, the two scores will be combined to identify the highest-ranking firm.

**Merit Point Evaluation Methodology:** Contract will be awarded to the lowest evaluated responsive firm which gets the maximum marks and becomes the highest ranking in the Combined Evaluation calculated through the Merit Point Average Methodology which puts greater emphasis on non-price factors like stringent global certifications on Conformance Specifications (i.e., meeting the required technical specifications), Performance Specifications (i.e., meeting the requirements the product is designed for) leading to customer satisfaction verification, certifications of the technical staff, provision of maintenance & services, provision of training on equipment and post-warranty services etc. The following weightages will be given to the technical and financial scores:

Technical Score: 70

Financial Score: 30

### Statement of Requirement with Specification

Sr. #	ECHOCARDIOGRAPHY MACHINE	<u>QTY</u>
	<b>High-Resolution Digital Echo Machine with Fully Digital Beam Former Having Facility Of 2 Probe Ports Capable of Applications Like an Adult and Pediatric Cardiac Exam, Vascular, MSK, Small Parts</b>	
	<ul style="list-style-type: none"> <li>• unit with 21" or More LCD Display with resolution 1920*1080</li> <li>• processing channels: 3500,000 or better</li> <li>• B-Mode: Scan Depth: 38 cm or More</li> <li>• Control panel(touch): 12 inch or better</li> <li>• Focusing Point: Adjustable</li> <li>• Gain Adjustment: Gain: STC: 8-Steps or More</li> <li>• Display: Quad/Dual Display, Duplex B/M Scan</li> <li>• Scanning Mode B, 2D, M-Mode, Power Doppler, HPRF, Spectral Doppler, Color Doppler, THI, D-THI, TDI, SMI, Duplex and Triplex Doppler, PW Doppler, CW Doppler Steerable and ECG Gating, Dedicated Software for anatomical M Mode</li> <li>• Dedicated software for support of needle visualization Enhancement during the procedure</li> <li>• Full M&amp;A Calculation Package with Real-time Auto Doppler Calculations, Vascular, Complete cardiac calculation package</li> <li>• 2D Wall Motion Tracking / Strain Rate Imaging with RV, RA, LV, LA measurements.</li> <li>• Measurement of Auto EF LV&amp;LA, Auto E/A, Auto TR, LVOT, Auto Ao.</li> <li>• Small Parts Calcs, Pediatric Calcs,</li> <li>• Tissue Tracking, Tissue synchronization Imaging</li> <li>• auto-optimization</li> <li>• Speckle Reduction Imaging</li> <li>• Built-in Cine Loop:2000 frames/256 MB or better.</li> <li>• Frame Rate: <b>2000 FPS</b> or More in B-Mode</li> <li>• Data Management System with 500 GB or More HDD/SSD built-in system to store and retrieve the images along with data output through USB</li> <li>• DICOM communication software for Storage (server / media), print, Verification (export/import), MPPS, MWM, and Query / Retrieve with a valid license.</li> </ul>	<b>02</b>
	<b><u>PROBES:</u></b> <ul style="list-style-type: none"> <li>• 2.0 to 4.0 MHz or better adult cardiac probe with THI frequencies</li> <li>• 3.0 – 8.0 MHz or better-phased array probe for pediatric cardiac exams</li> <li>• Multi-frequency Matrix Linear Probe to cover 3.0 – 11.0 MHz for vascular</li> </ul>	
	<b><u>ACCESSORIES:</u></b> <ul style="list-style-type: none"> <li>• B/W Thermal Printer</li> <li>• Built-in Battery for backup purpose having backup time more than 90 minutes or better</li> <li>• Imported Trolley: to place and fix the machine in proper condition</li> </ul>	



	<p><b>OPTIONAL :</b></p> <ol style="list-style-type: none"> <li>1. Transthoracic 4D Matrix Volume Probe (2.0 – 5.0 MHz) for Adults.</li> <li>2. Transthoracic 4D Matrix Volume Probe (3.0 – 6.0 MHz) for Peads.</li> <li>3. Multiplane TEE Transducer (3.0 – 6.0 MHz) for Adults.</li> <li>4. Multiplane TEE Transducer (3-7 MHz) for Paeds.</li> <li>5. Multiplane TEE Transducer (4-8 MHz) for neonates with shaft diameter of 5.2mm.</li> <li>6. 24 MHz high frequency Matrix Linear Probe.</li> <li>7. 22MHz Multifrequency Hockey Stick Linear Probe.</li> <li>8. Multi frequency Phased array sector probe to cover 3.0 – 8.0MHz for peads.</li> <li>9. Multi-frequency Matrix Convex Probe to cover 2.0 – 6.0 MHz for abdomen and fetal echo.</li> </ol>	
	<p><b><u>Product Certifications:</u></b></p> <ul style="list-style-type: none"> <li>- Product International Certifications: (FDA, CE, JIS/MHLW at least two mandatory out of three should be available)</li> </ul>	

1.	BID FORM AND PRICE SCHEDULES
2.	BID SECURITY FORM
3.	CONTRACT FORM
4.	PERFORMANCE SECURITY FORM
5.	BANK GUARANTEE FOR ADVANCE PAYMENT
6.	INTEGRITY PACT
7.	VIS-À-VIS FORM

## 1. Bid Form and Price Schedules

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

To:

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

Sir,

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

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

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

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

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

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

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

(if none, state “none”)

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

### Price Schedule in Pak. Rupees

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

1	2	3	4	5	7
Item	Description	Country of Origin	Quantity	Unit price DDP (PKR) Inclusive of all Taxes (Without GST)	Total price DDP (PKR) Inclusive of all Taxes (Without GST)

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

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

## 2. Bid Security Form

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

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto [name of Procuring agency] (hereinafter called “the Procuring agency”) in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

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

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

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

---

*[signature of the bank]*

**Draft**  
**AGREEMENT DEED**  
**FOR PROCUREMENT, INSTALLATION & MAINTENANCE OF EQUIPMENT**

THIS AGREEMENT DEED is made on this day \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024 by and between;

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

M/s [*Mention Second Party*]  
(hereinafter referred to as 'Second Party' which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, successors and assigns).

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

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

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)

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

- v. Training of the First Party's personnel, at the Second Party's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

5. The Second Party will liable to complete the supply within stipulated time limit by confirming quality, quantity and timeline up to the entire satisfaction of First Party.
6. The Second Party warrants that the Equipment supplied under this Agreement Deed are brand new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in this Agreement Deed. The Second Party further warrants that all Equipment supplied under this Agreement Deed shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the First Party specifications) or from any act or omission of the Second party, that may develop under normal use of the supplied Equipment in the conditions prevailing in the country of First Party.
7. The Second Party shall be required to guarantee that the equipment including the accessories will be maintained in good working condition (i.e., 95% uptime on yearly basis throughout the warranty period.

uptime %	Penalty
<95% & >93%	3 months increase in Warranty Period
<93% & >90%	6 months increase in Warranty Period
<90%	12 months increase in Warranty Period

8. The First Party shall promptly notify the Second Party in writing of any claims arising under this warranty.
9. The second party must furnish a backup unit to the first party within 10 days if the repair of the supplied sternum saw exceeds a two-week timeframe.
10. The First Party, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Second party, may terminate this Agreement Deed in whole or in part:
  - a. if the Second Party fails to deliver any or all of the Equipment within the period(s) specified in this Agreement Deed, or within any extension thereof granted by the First Party; or
  - b. if the Second Party fails to perform any other obligation(s) under this Agreement Deed.
  - c. if the Second Party, in the judgment of the First Party has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement Deed.
11. DELIVERY OF ITEMS.
  - c. The schedule for supply of goods shall be as under:



- iii. Within 30 days from the date of issuance of supply order by the Purchasing Agency for items to be locally available
    - iv. Within 90 days from the date of issuance of supply order by the Purchasing Agency for items to be imported. (BL bill of lading should be attached )
  - d. The Penalty on late supply of goods shall be charged as under
    - v. Penalty @2% For Late Supply within 15 Days from due date of delivery.
    - vi. Penalty @ 5% For Late Supply within 16-30 Days from due date of delivery.
    - vii. Penalty @ 10% For Late Supply beyond 30 Days from the due date of delivery.
- 12. The Second Party shall be responsible for the transportation of the Equipment and the transportation charges incurred thereof. The Second Party shall complete the supply and installation of goods within the stipulated period as mentioned in the supply order (Imported Items) from the date of execution of this agreement or as extended or reduced by the First Party. In case of failure of Second Party to supply the goods within the stipulated period, the First Party will be at liberty to make an alternate arrangement at the risk and cost of Second Party and the Second Party shall be liable to pay the entire cost/amount to the alternate supplier according to the demand of the First Party. In the event of commuting a default the First Party will be at liberty to take any civil/criminal legal action against the Second Party in accordance with law. A fine up to ten percent (10%) of the Consideration shall also be inflicted against the Second Party.
- 13. The Second Party shall be responsible for any defect in goods or supply of goods. The entire goods will be free of any charges and encumbrance of what so nature and the First Party or its agent will be authorized at all reasonable time to view, check and examine the conditions of the supplied Equipment.
- 14. Upon demand made by the First Party at any time or from time to time, to execute all such instruments, deeds or documents which the First Party may in its sole discretion require, the Second Party will do the needful.
- 15. The First Party will be furnishing all such information as the Second Party may at any time or from time to time required relating to the position of goods and pecuniary liability of the First Party or otherwise whatever.
- 16. The Second Party shall not, without the prior written consent of First party, disclose this Agreement Deed, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the First Party in connection therewith, to any person other than a person employed by the Second Party in the performance of this Agreement Deed. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 17. The Second Party shall provide such packing of the Equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Agreement Deed. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and

precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Equipment's final destination and the absence of heavy handling facilities at all points in transit.

18. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Agreement Deed, including additional requirements, if any, and in any subsequent instructions ordered by the First Party.
19. The First Party will be at liberty, at all times and shall have the right to return the Equipment, provided/delivered by the Second Party with regard to quality, quantity, value or otherwise fitness for use. Notwithstanding anything contained hereinabove, it is hereby agreed by both Parties that the First Party at all times be at liberty and shall have the right to cancel or reduce the quantity, without assigning any reason.
20. The Second Party shall be bound under this Agreement Deed to provide the warranty, maintenance and services of Equipment which must be Five (05) years with spare parts including accessories from the date of installation. The Second Party shall be bound to keep available the spare parts for 10 years.
21. Warranty shall be five years, for maintenance contract, including service and parts.
22. Post warranty shall be ----- % of the contract value per year, for maintenance contract, including service and parts.
23. The Second Party shall deposit an amount of 10% of the Consideration as service security, which will be refundable after expiry of the period of warranty/guarantee and services after necessary adjustments.
24. The Second Party shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under this Agreement Deed is the result of an event of Force Majeure.

If a Force Majeure situation arises, the Second Party shall promptly notify the First Party in writing of such condition and the cause thereof. Unless otherwise directed by the First Party in writing, the second Party shall continue to perform its obligations under this Agreement Deed as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Any notice given by one party to the other pursuant to this Agreement Deed shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in contract.
26. A notice shall be effective when dispatched on the given address of the Parties in this Agreement Deed via above means.
27. Payment to the Second Party shall be on presenting a bill in the shape of summary duly verified by Finance Department. The bill shall be counter verified from the end using

department before clearance. Demand in violation of this clause of agreement may lead to imposition of reasonable amount of fine.

28. The Equipment shall be open to inspection at all times during the agreement period. The inspection of Equipment shall be carried out by a representative from purchase, legal, quality control, finance or end using department.
29. Besides the above conditions the Second Party shall be bound to fulfill the defacing if found at any time and for the purpose shall be ready to sign and execute a fresh agreement if needed.
30. 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.
31. 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.
32. 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
33. 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.

---

Hospital Director  
Peshawar Institute of Cardiology  
For & On Behalf of First Party

---

[Mention Name]  
[Designation]  
M/S (Provide Name)

#### **WITNESSES**

**FOR FIRST PARTY**

**FOR SECOND PARTY**

No.1.: \_\_\_\_\_  
Name \_\_\_\_\_  
C.N.I.C No.: \_\_\_\_\_  
Contact No.: \_\_\_\_\_

No.2.: \_\_\_\_\_  
Name \_\_\_\_\_  
C.N.I.C No.: \_\_\_\_\_  
Contact No.: \_\_\_\_\_

No.1.: \_\_\_\_\_  
Name \_\_\_\_\_  
C.N.I.C No.: \_\_\_\_\_  
Contact No.: \_\_\_\_\_

No.2.: \_\_\_\_\_  
Name \_\_\_\_\_  
C.N.I.C No.: \_\_\_\_\_  
Contact No.: \_\_\_\_\_

#### 4. Performance Security Form

To: *[name of Procuring agency]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_ 20\_\_\_\_ to supply *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[Address]*

---

*[date]*

## 5. Bank Guarantee for Advance Payment

To: *[name of Procuring agency]*

*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[Address]*

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*[date]*

**INTEGRITY PACT**  
**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE**  
**SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ Contract Value: *[To be filled in at the time of signing of Contract]* Contract Title: \_\_\_\_\_

[name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

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

[name of Supplier] 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 GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

Name of Buyer: .....

Name of Seller/Supplier: .....

Signature: .....[Seal]

Signature:

.....{Seal}

The bidders will quote the technical bids on the format/ Form given below.  
 Technical Bid Quotation (Form):

S.No in SBD	
Name of the Equipment	
Make	
Model	
Country of origin.	
Vis-à-vis (mandatory)	
Hospital Specification	Quoted Specification of the firm

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

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

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

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**Senior Consultant Cardiology**  
**PIC-MTI Peshawar**

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**Manager OPD**  
**PIC-MTI Peshawar**

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

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

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

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