



**PESHAWAR INSTITUTE OF CARDIOLOGY  
MEDICAL TEACHING INSTITUTION**

**BID SOLICITATION DOCUMENTS**

**FOR  
Pathology Items**

**Framework Contract  
For the year 2022-23**

**REF: (PIC-053)**

**Single Stage Single Envelope**

**Note:** The prospective bidder is expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

## INTRODUCTION:

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

**Peshawar Institute of Cardiology PIC-MTI Peshawar** invites sealed separate Item wise sealed bids for each category (mentioned below) from the eligible bidders (Manufacturers/ Importers/Authorized Dealers / General Order Supplier) for procurement of Pathology Items through Open Competitive Bidding under rule 6(2) (a) “*Single Stage One Envelope*” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

Description	Dates
Pre-bid meeting	Date: 02-06-2022 at 10:00 am
Tender Closing/Last submission	Date: 16-06-2022, Time:11:00 Hours
Tender Opening	Date: 16-06-2022, Time:11:30 Hours
Bid security	200,000/- PKR.
Tender Process	<i>Single Stage One Envelope</i>
Tender Validity/Prices Validity	<i>From 1 July 2022 to 30 June 2023</i>

## INSTRUCTIONS TO BIDDERS:

1. This Bidding procedure will be conducted in light of Framework Contract (Rule 31-A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.
2. **The rate shall be considered for Peshawar Institute of Cardiology PIC-MTI Peshawar**
3. Bid complete in all respect must reach the undersigned by 11:00 hrs on 16.06.2022 (Thursday) which will be opened at 11:30 hrs on the same day in conference room in the presence of the procurement committee and the bidders / representatives who choose to be present.
4. **Each Bidder SHALL write the name of the quoted brand along with complete specifications.**
5. All the bidders are required to provide annexure wise complete requisite documents with page marking.
6. All prices quoted must be in Pak Rupees (PKR) and should include all applicable taxes. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes.
7. **If any of the bidder requires any clarification regarding specification, Size, quality, or any other query, he may visit MMD(PIC) during working hours till deadline for submission of the bids.**
8. Bidders should be financially sound and have proper office, telephone number and fax number in Khyber Pakhtunkhwa.
9. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
10. The Bidder may after its submission withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.
11. The bidder must attach the original receipt along with the bidding document submitted to this institution. In case of photocopy, bank draft of equal amount must be attached.
12. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
  - a. Received without bid security as mentioned in BSD.
  - b. Received after the date and time fixed for its receipt;
  - c. The tender document and the bid unsigned;

- d. The offer is ambiguous;
- e. The offer is conditional;
- f. The bidder is from blacklisted firm in any Federal / Provincial Govt. Deptt:

13. Usage of correction fluid & corrections will not be considered unless duly signed by the authorize person.
14. Joint venture / consortium are not eligible for this tender.
15. In case of Bid Tie, the contract will be awarded to the firm provide the better Quality.
16. **Bidders are required to clearly mark on the envelop as Bid for “Pathology Items”**
17. Any direct or indirect effort by a bidding firm to influence this institution during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the PIC future bids.
18. Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

## **BID SECURITY FOR PATHOLOGY ITEMS**

- (a) Bid security shall be submitted to the amount of PKR 200,000/- in shape of bank guarantee / Call Deposit Receipt (CDR) from schedule bank of Pakistan in favor of “Hospital Director Peshawar Institute of Cardiology PIC MTI”. (Pay order (PO) will not be acceptable.
- (b) Bid Security of the unsuccessful bidders shall be released as promptly as possible upon the successful Bidder’s furnishing of the performance security;
- (c) The bid security of the successful bidder will be consider as the performance security till the validity of tender/contract.
- (d) The Bid security shall be forfeited:
  - If a bidder withdraws his bid during the period of bid validity; or
- (e) In the case of a successful bidder, if he fails to:
  - Sign the contract agreement, in accordance with Para below.
  - Fails to supply as per purchase order.

### **3. BID VALIDITY:**

- i) The bids should be valid for a period From 1 July 2022 to 30 June 2023.
- ii) In exceptional circumstances, PIC Hospital may solicit the Bidder’s consent to an extension of the period of validity reasons shall be recorded in writing. The request and the responses there to shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

### Eligibility Criteria/Mandatory

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

S #	Description	Remarks
	<b>Knock Out Clauses</b>	<b>YES/NO</b>
1.	The bidder shall be Registered with <b>FBR</b> and reflected on Active Tax Payer List ( <b>ATL</b> );  (Provide copy of certificate of incorporation)	<b>Mandatory</b>
2.	<b>Manufacturer / Authorized Dealer / Importer / General Order Supplier</b> (Provide the copy of attested relevant document)	<b>Mandatory</b>
3.	The bidder/firm must have minimum Five ( <b>05</b> ) <b>years relevant experience</b> in the relevant field.  (Purchase order/Firm registration should be attached )	<b>Mandatory</b>
4.	The bidder must have supplied hospital Lab items to at least 3 hospitals in PAKISTAN.  (Purchase order should be attached)	<b>Mandatory</b>
5.	This undertaking should be tender specific. Submission of undertaking on legal valid and attested stamp paper that the firm is <b>NOT BLACKLISTED</b> by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.  (Provide copy of affidavit attached as annex in this document on non-judicial stamp paper)	<b>Mandatory</b>
6.	Bid security must be attached as mentioned in the advertisement/BSD	<b>Mandatory</b>

## EVALUATION AND COMPARISON OF BIDS

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

## Other Terms & Conditions of the Market

1. This Bidding procedure will be conducted in light of Framework Contract (Rule 31-A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.
2. All the bidders will strictly follow the rate form attached as “**Annexed-A**”
3. Contracts shall be confirmed through a written agreement signed between successful bidder and the PIC-MTI Peshawar (**attached as “Annex-B”**)
4. All the bidders will sign the Affidavit attached as “**Annex-C**”
5. **Due to framework contract rate quoted by the bidder shall be valid till closing of Current Financial Year i.e June 30<sup>th</sup> 2023.**
6. The items offered must have at least one-year warranty period ( if applicable )
7. In case of a successful bidder, who repudiates the contract or fails to furnish performance and as the case may be shall proceed for blacklisting and the supply order will be placed to the Next Successful Bidder or from the alternative sources at the cost/risk of the concerned firm.
8. Bidders are advised in their best interest to maintain the required quality and not to quote for counterfeited or sub-standard items, as the inspection committee will ensure the quality of products at the time of supply of items.
9. If any of the given specifications/parameters does not meet the required specifications, their offer will not be considered and shall summarily be rejected by PIC-MTI Peshawar.
10. In case of repeated failure or non-supply the PIC-MTI Peshawar reserves the right to forfeit the bid security and may proceed for debarment / blacklisting.
11. Each Items supplied shall strictly conform to the Schedule of Requirements and to the Technical Specifications prescribed by the PIC-MTI Peshawar against each item.
12. The Unit Cost agreed in the Price Schedule (Rate Form), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.
13. If the successful firm fails / delays in performance of any of the obligations, under the Contract / Letter of Award, violates any of the provisions of the Contract / Letter of Award, commits breach of any of the terms and conditions of the Contract / Letter of Award or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Award or during the execution of the contract / Letter of Award, the institution may without prejudice to any other right of action / remedy it may have, blacklist



the bidder, either indefinitely or for a stated period, for future tenders in public sector, as per provision of KP Procurement Rules, 2014.

**Delivery of Items.**

1. 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 )
2. The Penalty on late supply of goods shall be charged as under
  - i. Penalty @ 2% for late supply up to 15 days from the date for Purchase order.
  - ii. Penalty @ 5% for late supply up to 30 days from the date for Purchase order.
  - iii. Penalty @ 10% for late supply beyond 30 days from the date for Purchase order.
  - iv. The bid security will be forfeited if the firms fails to supply the goods with in 150 days after issuance of purchase order.

**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”.

**Payment:**

- i. No advance payment will be permissible.
- ii. The payment will be made after successful supply, installation and inspection of all requisite items.
- iii. Payment of the bills will be subject to the deduction of government taxes.

**Performance Security: -**

The bid security shall be retained till the closing of the contract period i.e 30-06-2023, however no performance security shall be sought from the successful bidders.

**BID FORM AND PRICE SCHEDULES****Price Schedule in Pak. Rupees (including all applicable taxes)**

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

Name of Bidder\_\_\_\_\_

PIC-0053

S #	Item Description	Brand Name	UOM (Unit of measurement)	Rate offered including taxes	Remarks

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

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

**UNDERTAKING ON BIDDERS LETTER HEAD**

**Important Note:**

All the bidders must submit the original affidavit on non-judicial stamp paper attached with technical bid at the time of bid submission on the following format.

I, \_\_\_\_\_ Owners / Director / Legal Attorney / Accredited representative of M/s \_\_\_\_\_, solemnly declare that,

1. M/s \_\_\_\_\_ have read the contents of the Bidding Document and have fully understood it.
2. That the financial instruments, statements of facts, data and documents being submitted by M/s \_\_\_\_\_ for the Tender vide PIC-053 dated June 16<sup>th</sup> 2022 are true, genuine and correct.
3. Undertakes that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.
4. M/s \_\_\_\_\_ is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.
5. Bid Security (in original) is placed in the financial bid.
6. In case we fail to comply any of the aforesaid conditions or the documents submitted by M/s \_\_\_\_\_ is found false/forged, our tender will be cancelled forfeiting the Bid Security amount and debarring us from participation in future tenders of Medical Teaching Institution PIC, Khyber Pakhtunkhwa, for a period of one year.

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

## **STATEMENT OF REQUIREMENT WITH SPECIFICATION**

<b>PATHOLOGY ITEMS</b>			
<b>LIST OF BLOOD BANK /LAB REAGENTS/PATHOLOGY DISPOSABLES FOR THE FINANCIAL YEAR 2022-2023</b>			
<b>SINGLE STAGE ONE ENVELOPE</b>			
<b>S #</b>	<b>Name of Items</b>	<b>UOM</b>	<b>Unit Price</b>
1.	Anti Sera ABD monoclonal		
2.	Blood grouping/cross match gel system like Diana gel		
3.	Blood Lancet (Prick Needle)		
4.	Bovine Albumin Reagent (Poly specific)		
5.	Liss reagent		
6.	Coomb's Sera (poly specific)		
7.	CPD1 pint bags with its own transfusion set (Quote separate rates for bags and transfusion set)		
8.	CPDA1 Double Bags with Two sets of its own company 1 pint bag + 300 ml bag ((Quote separate rates for bags and transfusion set)		
9.	CPDA1 Triple Bags its own 3 sets 1 pint 300 cc + 300 cc ((Quote separate rates for bags and transfusion set)		
10.	Paediatric blood bags (different sizes)		
11.	Plasma Overwraps (Helmer)		
12.	Transfusion Chamber		
13.	Blood Bag Striper		
14.	Ethyl Alcohol		
15.	Glass Slides for Microscopy		
16.	Slide Box		
17.	Glass test Tubes 3CC		
18.	Cover slips		
19.	Blue Tips		
20.	Yellow Tips		
21.	Test Tube 3cc (Plastic)		
22.	Plastic/wood sticks for mixing blood on glass slides		
23.	Steel racks 36 holes for small / medium		
24.	Tourniquet for blood collection for DMN		
25.	VDRL/RPR kit latest generation		
26.	Slide view box for blood grouping		
27.	100 lens emersion oil		
28.	Sugar strips (with free machine with Quality control)		
29.	ICT Strips for Malarial Parasite		
30.	ICT Strips for Dengue Combo		
31.	EDTA tubes (Plastic Tube CE marked, IVD, FDA Approved)		

32.	Gel Tube 3cc (Plastic Tube CE marked, IVD, FDA Approved)		
33.	Lithium Heparin 3cc (Plastic Tube CE marked, IVD, FDA Approved)		
34.	Citrated Tube 3cc (Plastic Tube CE marked, IVD, FDA Approved)		
35.	Sodium Fluoride Tube 3cc (Plastic Tube CE marked, IVD, FDA Approved)		
36.	Disposable ESR tubes		
37.	Distilled water ampoule 5CC		
38.	Vacutainer Needles (Plastic Tube CE marked, IVD, FDA Approved)		
39.	Vacutainer Holder		
40.	Vacutainer Butterfly		
41.	Urine Container		
42.	Stool Container		
43.	Needle Cutter		
44.	Culture Swabs		
45.	Agglutination viewer		
46.	Peripheral Smear <b>Geimsa Stain ,</b> <b>Retics stain,</b> <b>Iron</b> <b>Pox stain</b>		
47.	Gram Staining		
48.	ZN Staining		
49.	Slide Dryer		
50.	Stop watches and Timers		
51.	Digital Counter		
52.	Hitachi Cups		
53.	Eppendorf Tubes		
54.	Temperature Recorder		
55.	Blood culture Bottles with oxide signals		
56.	Conical Tube (Plastic 6-10 mL)		
57.	Culture Media Mackonky agar without crystal violet Cled Agar, Blood Agar, MHA Agar, SDA Agar XLD Agar, TSI Agar DNASE Agar Bile aesculine Agar		

58.	Biochemical Testing -Catalase Reagent (H <sub>2</sub> O <sub>2</sub> ) -Oxidase Reagent		
59.	Wire Loop (sterilizable)		
60.	Auto Sterilizer for wire loop		
61.	Petri dish disposable plates (Rs.14/plate)a. 2 quadrants plates-(250x14),b.Full plates:(500x14)		
62.	Staining station		
63.	Viral Transport Medium with Nasopharyngeal Swabs		
64.	Analytical profile Index/Bacterial Identification System		
65.	Saniplast		
66.	Covid-19 (Rapid Antigen Kit)		
67.	Amikacin (ANTIBIOTICS FOR PATH LAB)		
68.	Gentamicin (ANTIBIOTICS FOR PATH LAB)		
69.	Sulbactam/Cephoperazone (ANTIBIOTICS FOR PATH LAB)		
70.	Piperacillin-tazobactam (ANTIBIOTICS FOR PATH LAB)		
71.	Ampicillin (ANTIBIOTICS FOR PATH LAB)		
72.	Ciprofloxacin (ANTIBIOTICS FOR PATH LAB)		
73.	Cefixime (ANTIBIOTICS FOR PATH LAB)		
74.	Cetazidime (ANTIBIOTICS FOR PATH LAB)		
75.	Nitrofurantoin (ANTIBIOTICS FOR PATH LAB)		
76.	Fosfomycin (ANTIBIOTICS FOR PATH LAB)		
77.	Cotrimoxazole (ANTIBIOTICS FOR PATH LAB)		
78.	Ceftriaxone (ANTIBIOTICS FOR PATH LAB)		
79.	Levofloxacin (ANTIBIOTICS FOR PATH LAB)		
80.	Penicillin (ANTIBIOTICS FOR PATH LAB)		
81.	Vancomycin (ANTIBIOTICS FOR PATH LAB)		
82.	Minocycline (ANTIBIOTICS FOR PATH LAB)		
83.	Cefoxitin (ANTIBIOTICS FOR PATH LAB)		
84.	Oxacillin (ANTIBIOTICS FOR PATH LAB)		
85.	Nalidixic acid (ANTIBIOTICS FOR PATH LAB)		
86.	Fusidic acid (ANTIBIOTICS FOR PATH LAB)		
87.	Norfloxacin (ANTIBIOTICS FOR PATH LAB)		
88.	Chloramphenicol (ANTIBIOTICS FOR PATH LAB)		
89.	Amoxycillin/Clavulanic acid (ANTIBIOTICS FOR PATH LAB)		
90.	Imipenem (ANTIBIOTICS FOR PATH LAB)		
91.	Meropenem (ANTIBIOTICS FOR PATH LAB)		
92.	Cefotaxime (ANTIBIOTICS FOR PATH LAB)		

93.	Ploymyxin B (ANTIBIOTICS FOR PATH LAB)		
94.	Colistin (ANTIBIOTICS FOR PATH LAB)		
95.	Clindamycin (ANTIBIOTICS FOR PATH LAB)		
96.	Erythromycin (ANTIBIOTICS FOR PATH LAB)		
97.	Moxifloxacin (ANTIBIOTICS FOR PATH LAB)		
98.	Doxycycline (ANTIBIOTICS FOR PATH LAB)		
99.	Linezolid (ANTIBIOTICS FOR PATH LAB)		
100.	Trimethoprim (ANTIBIOTICS FOR PATH LAB)		
101.	Cefepime (ANTIBIOTICS FOR PATH LAB)		
102.	Nvobicin (ANTIBIOTICS FOR PATH LAB)		
103.	Optichin (ANTIBIOTICS FOR PATH LAB)		
104.	Bacitracin (ANTIBIOTICS FOR PATH LAB)		
105.	Azithromycin (ANTIBIOTICS FOR PATH LAB)		
106.	Rifampicin (ANTIBIOTICS FOR PATH LAB)		
107.	Aztreonam (ANTIBIOTICS FOR PATH LAB)		
108.	Teicoplanin (ANTIBIOTICS FOR PATH LAB)		
109.	Edan I 15 ABGs Equipment		
110.	Hematology Equipment ADVIA 360		
111.	Stago Satellite Max Coagulation equipment		
112.	Biolyte 200 Electrolyte Equipment		
113.	Table Lamp		
114.	EDTA Powder		
115.	Toothpick		
116.	Disposable Plastic Dropper		
117.	Barium Sulphate		

**Note: Sample will be called at the time of Selection if required.**

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

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

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

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

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

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

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

- 1. Competent authority of Peshawar Institute of Cardiology may on information, or on its own motion, issue show cause notice to the bidder.
- 2. The show because notice shall contain the statement of allegation against the Bidder.
- 3. The bidder will be given maximum of seven days to submit the written reply of the 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 PKPRA and defaulting bidder within three days of passing order.
9. The duration of debarment may vary up to five years depending upon the nature of violation.

### 3. Contract Form

## **AGREEMENT DEED**

### **FOR PROCUREMENT GOODS THROUGH FRAME WORK AGREEMENT FOR RATE CONTRACTING**

**THIS AGREEMENT DEED** is made on this day of *(Insert Current Date & Month)* in the year 2022 and made effective with effect from *(Purchase Committee Date & Month)* in the year 2022 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 *(insert the Name of the Firm)*

(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**')

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring Agency's Notification of Award.

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

### **DEFINITIONS:**

- a. **'Consideration'** means the price payable to the Second Party by the First Party under this Agreement Deed for the full and proper performance of its contractual obligations.
- b. **'Equipment'** means all of the equipment, machinery, and/or other materials which the Second Party is required to supply to the First Party under this Agreement Deed.
- c. **'Services'** means those services ancillary to the supply of the Equipment, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Second Party.
- d. **'Project Site'** where applicable, means the place or places named in this Agreement Deed.
- e. **'Day'** means a calendar day.
- f. **'Corrupt Practice'** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- g. **'Fraudulent Practice'** means a misrepresentation of facts in order to influence 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 supply the ordered goods to the First Party exactly at the address of the official premises as given in the supply order issued to the former.
- 2. The Second Party shall be solely responsible for transportation, loading and / or unloading and staking of the supplied items till and at the time of delivery to the destination indicated by the First Party including any damage or untoward incidence, maintenance of required temperature and protection from light and other environmental conditions as well as other hazards that may possibly or potentially affect the safety, quality and efficacy of the supplied items.
- 3. The Supplier shall NOT claim or charge transportation, loading / unloading, labor or any other charges related to or in the name of logistics, accidents, insurance, freight, etc.

4. All the goods supplied shall conform to the specifications approved by the Drug Regulatory Authority of Pakistan (hereinafter referred to as the DRAP).if applicable
5. First Party shall arrange to obtain randomized sample/s of each item of the supplied goods belonging to the categories of medical devices, surgical disposables and non-drug items through notified Drug Inspector/s concerned for sending the same to the concerned Drug Testing Laboratory for Test / Analysis as provided in the Drugs Act 1976, DRAP Act 2012 and rules frame thereunder, subject to the condition/s that:
  - a. The supplied medical devices, surgical disposables, etc. declared in contravention to any provision of the Drugs Act 1976, DRAP Act 2012 and rules framed there under, shall be replaced by Second Party at no cost to the First Party, and at the sole risk and cost of the supplier, within 07 days from the date of intimation to the Second Party and / or his focal person. First Party shall arrange to obtain sample/s of the replaced goods as in clause-5 above, for the purpose of Test / Analysis as provided in the Drugs Act 1976, DRAP Act 2012 and rules frame thereunder; and
  - b. In case of non-supply or delayed supply of replacement items as in clause 5 (a), the Supplier shall be liable for penalties as in clause 15 of this contract agreement; and
  - c. All the contravened stock of medical devices, surgical disposables and non-drug items, as in clause 5(a) above, shall be the case property under the Drugs Act, 1976, and
  - d. The supplier shall be responsible to make / provide arrangements for appropriate storage of seized stock at his sole risk, cost and responsibility, but under the legal supervision of concerned Drug Inspector; and
  - e. In case the destruction of the seized stock, as in clause 5 (a), (c) and (d) above, is required to be undertaken under the applicable laws and rules, all the costs involved in the execution of decision and destruction, whatsoever, shall be borne by the supplier; and
  - f. any of the item/s, as in clause-5 above, if initially declared to be in contravention with the provision/s of Drugs Act 1976, but later on declared as of standard quality by the concerned Appellate Drugs Testing Laboratory, shall be returned to the supplier by the concerned Drug Inspector in a lawful manner.
6. Second Party shall supply the freshly manufactured goods having maximum possible long expiry dates to the First Party. All the goods supplied shall conform to specifications mentioned in Purchase orders, and to supply freshly manufactured goods to the First Party with the minimum remaining shelf life of at least 70%. In case, if the shelf life was less than 70%, then in case of no consumption, the goods shall be returned to the Second Party for replacement at the risk and cost of supplier. The company will be bound to replace the short expiry items whereby intimation would be given to the manufacturer or importer or their designated focal person as the case may be. Intimation may be done six months before the expiry of the respective item (s).
7. First Party shall recommend to the First Party for taking legal / lawful action against the Second Party regarding non-supply, short supply, substituted supply, delayed supply or any other unlawful action / shortcoming, on the part of Second party, pertaining to the Drugs Act 1976 and / or the execution of this contract agreement. The First Party shall take lawful / legal action against the Second Party in accordance with the clauses of this contract agreement as well as relevant laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern suchlike situation/s, which may include, but not limited to, blacklisting, forfeiture of earnest money and performance guarantee, etc.

8. The Second Party agrees to the following conditions related to packing, packaging and labeling of the goods to be supplied to First Party under this contract agreement:
  - a. Each item shall be supplied to First Party in the packing and packaging unit as approved and registered by the DRAP. The Second Party shall supply all the unit items bearing the words "PROPERTY OF PIC-MTI, NOT FOR SALE" in block letters and clearly visible manner with indelible ink on the label, outer packing of each individual unit item as well as on its outer carton/s.
  - b. The labels shall comply with all the requirements as laid down under the Drugs Labeling and Packing Rules 1986. The strip / blister shall clearly indicate expiry date of the same medicine in a clear and legible manner.
  - c. The goods shall be packed and transported to the First Party in accordance with the provisions contained in the Standard Bidding Documents.
9. The Procuring entity / purchasing entity or its representative shall have the right to inspect the manufacturing facility, premises, warehouse, Godowns, laboratories etc. at any time during the financial year 2020-21 and/or till the execution of supply orders given under this contract agreement by Purchasing Agencies Khyber Pakhtunkhwa. If anything found in contravention of cGMP, clauses of Drug Act 1976 and/or this Contract Agreement the First Party shall have the sole liberty to take any lawful action as deem appropriate, against the supplier which may include but not limited to cancellation of supply order/ orders given to the suppliers by the Purchasing Agencies as well as imposition of penalties, forfeiture of supplied stock, forfeiture of performance guarantee and /or earnest money as the case may be, stoppage and/or recovery of payment made to the supplier.
10. **RATE VALIDITY:**

The Supplier agrees that the approved price of all individual items quoted in the financial bids shall remain valid till and up to 30 June 2023.
11. The amount of performance security, as a percentage of the Contract Price, shall Not Be Required. However, the bid security of Rs. **200,000/-** received at the time of bids submission shall be retained by Peshawar Institute of Cardiology as Performance Security till the end of contract period and will be released back to successful bidders after the expiry of contract period, subject to the condition that all contractual obligations related to supplies are fulfilled.
12. **WARRANTY:**
  - a. For Drugs items the supplier shall provide warranty on prescribed form (2A), in accordance with the Drugs Act, 1976, to the Procuring / purchasing entity for each item supplied in response to supply orders.
  - b. For Non-Drugs Items the supplier shall provide warranty to the First Party in accordance with Special Conditions of Contract as provided in the approved Standard Bidding Documents for this bidding competition, for each item supplied in response to supply orders.
13. **PAYMENT SCHEDULE:**

- a. Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the Second Party to the First Party immediately after complete supply of stock. The Second Party shall be bound to pay all sorts of government taxes, duties and stamp duties, imposed earlier or during the financial year by the Government of Pakistan or by the Provincial Government of Khyber Pakhtunkhwa on any supplied / purchased item.
- b. In case of consignment base order, payment will be made on the basis of actual consumption after fulfilling the codal formalities.

#### 14. FORCE MAJEURE:

- a. In case of the situation related to Force Majeure, the Second Party may inform the Second Party in writing about the situation immediately without delay along with solid proof through the fastest, lawful and available means of communication, but not through the electronic mail, and request the First Party for the grant of extension in the supply period.
- b. First Party in case of being fully satisfied with the genuineness of situation arising from Force Majeure for the Second Party, may extend the period of supply of goods up to a maximum of not more than thirty days.

#### 15. PENALTIES:

- a. The supply of the ordered goods under this agreement shall be completed by the Second Party within thirty (30) days for Local Items from the issuance of supply order & (90) days for Imported items the date of issuance of supply order by the Purchasing Agency for items to be imported. (BL bill of lading should be attached) after the receipt of supply orders from the First Party except in situation/s covered under clause 14 above. In case of delay in supplies reaching to the First Party, the following penalties shall be imposed by the First Party entity upon the Second Party:
  - i. Upon delay in supply till fifteen days (15) days, a lump sum penalty amounting to two per cent (02%) of the total amount of the supply order for total number of items ordered in the same supply order issued to the Second Party, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the First Party irrespective of the number of items supplied late.
  - ii. Upon delay in supply till thirty (30) days, in instead of two per cent (02%) as in clause 15(a)(i) above, a lump sum total penalty amounting to Five per cent (05%) of the total amount of the supply order for total number of items ordered in the same supply order issued to the Second Party, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the First Party, irrespective of the number of items supplied late.
  - iii. Upon delay in supply from sixty to one hundred & fifty (60 to 150) days, a lump sum total penalty amounting to Five per cent (10%) of the total amount of the supply order for total number of items ordered in the same supply order issued to the Second Party, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the First Party, irrespective of the number of items supplied late.
  - iv. After the expiry of the extended periods as in clause 15(a) (i), (ii) & (iii) above, the order shall stand cancelled to the extent of non-supplied items, and First Party shall have the right, duty and authority to impose any or all of the below mentioned penalties; that is
    1. Immediately debarring the Supplier from future participation and business for at least next three (03) calendar years with the Government of Khyber Pakhtunkhwa through PIC-MTI or any other health institution, project and / or Program directly or indirectly run or implemented by or through the provincial Health Department or autonomous Medical Teaching Institutions or district governments in Khyber Pakhtunkhwa; and / or

2. Forfeiting the earnest money and performance guarantee of the Second Party related to this contract agreement; and / or
    3. Initiating the process for and recommending for blacklisting of the Second Party with the Agencies as in clause 15(a)(iv)(1) above; and
    4. Proceeding for de-registration of item and / or the winning bidder by the DRAP as well as further judicial proceedings, if the situation so warrants in the opinion of First Party.
  - b. The Second Party agrees to the effect that notwithstanding the provisions in this contract elsewhere and / or in the clause-15 (iii) (1) of this contract agreement and in addition to the provisions contained in and the implications arising thereof from any action taken under clause-15 (iii) (1),he/she shall be liable to be proceeded against under clause-15(a)(iii) also.
  - c. In case, if the Second Party failed to supply the goods within 60 days, the hospital will arrange the supply of requisite from alternate suppliers at the risk and loss of the Second Party.
16. 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.
17. 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.
18. 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
19. 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

Signature:

Hospital Director PIC-MTI Peshawar

Signature:

M/s XYZ

Name:

Designation:

CNIC No.

Stamp:

WITNESS NO. 1

Signature:

Name:

Designation:

CNIC No.

WITNESS NO. 2

Signature:

Name:

Father's Name:

Address:

CNIC No.



## **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.

**Siraj Khan | Purchase Officer  
PIC-MTI**

**AM Purchase  
PIC- MTI**

**Manager Material Management  
PIC-MTI**

**Manager Lab  
PIC-MTI**

**Bio-Medical Eng  
PIC-MTI**

**HOD Pathology  
PIC-MTI**

**Director Finance  
PIC-MTI**

**Hospital Director  
PIC-MTI**