



PESHAWAR INSTITUTE OF CARDIOLOGY MEDICAL TEACHING INSTITUTION

BID SOLICITATION DOCUMENTS FOR AIR COMPRESSOR WITH TANK (100 Ltr)

REF: (PIC-061)

Single Stage Single Envelope

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

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Introduction:

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

Peshawar Institute of Cardiology PIC-MTI Peshawar invites Item wise sealed bids for each category (mentioned in Statement of Requirement below) from the eligible bidders for procurement of “**AIR COMPRESSOR WITH TANK (100 Ltr)**” through Open Competitive Bidding under rule 6(2) (a) “*Single Stage Single Envelope*” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

<i>Description</i>	<i>Dates</i>
Pre-bid meeting	Date: 09-03-2023 at 10:00 am
Tender Closing/Last submission	Date: 21-03-2023, Time:11:00 Hours
Tender Opening	Date: 21-03-2023, Time:11:30 Hours
Bid security	300,000/- PKR
Tender Process	<i>Single Stage Single Envelope</i>

INVITATION FOR BIDS

REF No. PIC-061

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 Income Tax and 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)/Bank Guarantee from schedule bank of Pakistan in favour Hospital Director Peshawar Institute of Cardiology

Sr#	Name of item	Bid Security	Tender Process
1	AVR for Data Centre (three phase)	300,000	Single Stage Single Envelope
2	Refilling of Toners	100,000	
3	Air Compressor with Tank (100 ltr)	300,000	

3. Only typed bids on original letter pad, sealed & signed shall be submitted, hand written tender shall not be acceptable. The tenders must be according to hospital specification; alternate rates will not be acceptable.
4. Income Tax, stamp duty, General Sales Tax (GST) and Professional Tax or any other Government tax will be charged as per rules. The quoted prices should include all the taxes.
5. A complete set of Standard Bidding Document may be downloaded by interested Bidder from websites of Peshawar Institute of Cardiology (PIC-MTI) (<http://pic.edu.pk>) 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 **March 09, 2023 at 10:00 AM (PST)** at the office of the Manager Material Management, 1st Floor, OPD Building, of Peshawar Institute of Cardiology (PIC-MTI). Prospective Bidder are encouraged to attend the meeting.
9. Bids are to be delivered to the office of the Manager Material Management, 1st Floor, OPD Building, of Peshawar Institute of Cardiology (PIC-MTI) on or before **March 21, 2023 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) (<http://pic.edu.pk>) 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.

1. Instructions To Bidders:

- 1.1. This Bidding procedure will be conducted in light of of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.
- 1.2. The rate shall be considered for Peshawar Institute of Cardiology PIC-MTI Peshawar
- 1.3. Bid complete in all respect must reach the undersigned by 11:00 hrs on 21-03-2023 (Tuesday) which will be opened at 11:30 hrs on the same day in the office of Manager Material Management, 1st floor, OPD block, in the presence of the procurement committee and the bidders / representatives who choose to be present.
- 1.4. Each Bidder SHALL write the name of the quoted brand along with complete specifications.
- 1.5. All the bidders are required to provide annexure wise complete requisite documents with page marking.
- 1.6. All prices quoted must be in Pak Rupees (PKR) and should include all applicable taxes.If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes.
- 1.7. If any of the bidder requires any clarification regarding specification, Size, quality, or any other query, he may visit MMD(PIC), 1st floor, OPD block, during working hours till deadline for submission of the bids.
- 1.8. Bidders should be financially sound and have proper office, telephone number and fax number in Khyber Pakhtunkhwa.
- 1.9. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
- 1.10. The Bidder may after its submission withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.
- 1.11. The bidder must attach the original receipt along with the bidding document submitted to this institution. In case of photocopy, bank draft of equal amount must be attached.
- 1.12. 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:
- 1.13. Usage of correction fluid & corrections will not be considered unless duly signed by the authorize person.
- 1.14. Joint venture / consortium is not eligible for this tender.
- 1.15. In case of Bid Tie, the contract will be awarded to the firm provide the better Quality.
- 1.16. Bidders are required to clearly mark on the envelop as Bid for “**Air Compressor With Tank (100 ltr) PIC-061**”.
- 1.17. 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.
- 1.18. Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

2. General And Special Conditions of Contract

2.1. Language

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

2.2. Bid Security:

- I. Bid security shall be submitted to the amount of PKR 300,000/- in shape of original bank guarantee / Call Deposit Receipt (CDR) from schedule bank of Pakistan, excluding microfinance banks, in favor of "Hospital Director Peshawar Institute of Cardiology PIC MTI". A bid accompanied by Pay Order (PO) shall be rejected as non-responsive.
- II. Bid Security of the unsuccessful bidders shall be released as promptly as possible upon the successful Bidder's furnishing of the performance security;
- III. The bid security of the successful bidder shall be considered as the performance security till the validity of tender/contract.

2.3. The Bid security shall be forfeited:

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

2.4. Place of Delivery:

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

2.5. Inspection Of Goods on Delivery

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

2.6. Defects:

All defects in material/defective items will be corrected/replaced without any cost to the PIC-MTI within 14 days from the date of notice by the PIC-MTI.

2.7. Packaging

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

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

2.8. Performance Security: -

- I. The 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/DD or Bank Guarantee/insurance bond as K
- II. PPRA, at the option of bidder, in the name of Hospital Director Peshawar Institute of Cardiology PIC MTI from schedule bank of Pakistan;
- III. 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 responsive bidder whose offer is substantially responsive.
- IV. The Performance Security may be forfeited if
 - the Supplier/Vendor fails to deliver or supply goods in accordance with the terms and conditions of the Purchase Order or commits any breach of the Contract Agreement.
 - the Supplier/Vendor fails to fulfil any claim arising under the warranty with 14 days from the date of notice by the PIC-MTI.

2.9. Bid Validity:

- i. The bids should be valid for a period of 90 days.
- ii. In exceptional circumstances, PIC Hospital may solicit the Bidder's consent to an extension of the period of validity reasons shall be recorded in writing. The request and the responses there to shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

3. Qualification/Eligibility /Mandatory Criteria

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

S #	Description	Remarks
	Knock Out Clauses	YES/NO
1.	The bidder shall be Registered with FBR for Income Tax and Sales Tax and reflected on ActiveTax Payer List (ATL); (Provide copy of certificate of incorporation)	Mandatory
2	Bidder must have experience of three (03) institution/organization in supply of Air Compressor Note: Bidder Must attached Purchase Orders/Contract Agreement of Government/Semi Government/ Private Organization.	Mandatory
3	This undertaking should be tender specific. Submission of undertaking on legal valid and attested stamp paper that the firm is <i>NOT BLACKLISTED</i> 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)	Mandatory
4	Undertaking on Bidder Letter Head as provided in Annexure -C in page No. 14	Mandatory
5	Original Bid security Shall be attached as mentioned in the advertisement/BSD	Mandatory
6	The firm will be providing comprehensive guarantee / warrantee for 02 years with all parts: - (Should be provided on the letter head of the bidder)	Mandatory

4. Evaluation And Comparison of Bids

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

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

- a. The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.
- b. The suppliers shall appoint a focal person who shall coordinate with PIC-MTI at all times during the execution of the project/Contract.
- c. The supplier shall carry out the services/Supplies with due diligence and efficiency and in conformity with sound practices.
- d. The supplier shall act at all times so as to protect the interests of the PIC-MTI and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the PIC-MTI such information relating to the Services as the Client may from time-to-time reasonably request.
- e. Except with the prior written approval of the PIC-MTI, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services/Goods without prior consent of the service providers
- f. The supplier agrees that no proprietary and confidential information received by the supplier from the PIC-MTI shall be disclosed to a third party unless the supplier receives a written permission from the PIC-MTI to do so.
- g. Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement:-
 - i. The Penalty on late supply of goods shall be charged as under
 - a. Penalty @2% For Late Supply within 15 Days from due date of delivery.
 - b. Penalty @ 5% For Late Supply within 16-30 Days from due date of delivery.
 - c. Penalty @ 10% For Late Supply within 30-150 Days from the due date of delivery.The bid security will be forfeited if the firms fails to supply the goods within 150 days after issuance of purchase order.
 - ii. 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;
 - iii. 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;
 - iv. or recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.

6. Disputes And Controversies/Dispute Resolution

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

7. Sub-Letting Contract

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

8. Bribes Commission Etc.

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

9. Termination

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

9.1. Termination by the Client

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

9.2. Termination by the Supplier

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

10. Other Terms & Conditions of The Market

- 10.1. This Bidding procedure will be conducted in light of Framework Contract (Rule 31-A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.
- 10.2. All the bidders will strictly follow the rate form attached as “**Annexed-A**”
- 10.3. Contracts shall be confirmed through a written agreement signed between successful bidder and the PIC-MTI Peshawar (**Draft attached as “Annex-B”**)
- 10.4. All the bidders will sign the Affidavit attached as “**Annex-C**”
- 10.5. Due to framework contract rate quoted by the bidder shall be valid till closing of Current Year i.e. December 31st, 2023.
- 10.6. In case of a successful bidder, who repudiates the contract or fails to furnish performance and as the case may be shall proceed for blacklisting and the supply order will be placed to the Next Successful Bidder or from the alternative sources at the cost/risk of the concerned firm.
- 10.7. Bidders are advised in their best interest to maintain the required quality and not to quote for counterfeited or sub-standard items, as the inspection committee will ensure the quality of products at the time of supply of items.
- 10.8. If any of the given specifications/parameters does not meet the required specifications, their offer will not be considered and shall summarily be rejected by PIC-MTI Peshawar.
- 10.9. In case of repeated failure or non-supply the PIC-MTI Peshawar reserves the right to forfeit the Performance Security and may proceed for debarment / blacklisting.
- 10.10. Each Items supplied shall strictly conform to the Schedule of Requirements and to the Technical Specifications prescribed by the PIC-MTI Peshawar against each item.
- 10.11. The Unit Cost agreed in the Price Schedule (Rate Form), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.
- 10.12. 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

1. Guarantee / Warrantee

- i. The firm will be bound to provide comprehensive guarantee / warrantee of the equipment after its complete commissioning / functioning for 02 years with all parts:- A certificate must be provided by the firm in this regard.
- ii. The Warranty will start from the date of acceptance / commissioning of equipment (properly installed).
- iii. Supplier shall be responsible for rectifying with all possible speed at their own expense any defect or fault in the system which may develop at any time during installation, commissioning period.
- iv. Supplier will guarantee the availability of spare parts and accessories for the system for ten years.
 - a. Supplier shall check system performance during and after every 4- months.
- v. The firm will provide the recommended preventive maintenance schedule of each of the equipment at the time of delivery.
- vi. The firm will be bound to execute the installation/ maintenance according to the installation/ service protocol and will replace the components/ kits recommended by the manufacturers for installation and Periodic Preventive maintenance.

11. Delivery of Items & Penalty

- 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 within 30-150 Days from the due date of delivery.
 - iv. The bid security will be forfeited if the firms fails to supply the goods within 150 days after issuance of purchase order.

12. 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”.

13. Payment:

13.1. No advance payment will be permissible.

13.2. Payment shall be made on production of the following documents:

- i. The payment will be made after successful supply, installation and inspection of all requisite items.
 - ii. The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.____, and Date_____
 - iii. Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
 - iv. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
 - v. Valid Income Tax Exemption Certificate (otherwise Income Tax at) current applicable rates shall be deducted from the invoice). (where applicable)
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- i. National Tax Number.
 - ii. Sales Tax Registration Number.
 - iii. Valid Professional Tax Certificate
 - iv. Khyber Pakhtunkhwa Revenue Authority Certificate (for Services only)
 - v. Recovery of all applicable taxes at source should be made as per rules

14. Price

The prices should be quoted for complete scope of works and Parts given under (**Annex-A**) as a lump sum Single Job in Pakistani Rupees (PKR) inclusive of all applicable Taxes .

15. Applicable laws

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPP Rules 2014.

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-061

S.N	Name of Item	Make/Model and country of Manufacturer	Specifications (Complete Details)	Quantity	Unit Price with all taxes

Signature of Bidder _____

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

contract execution.

- g. **‘Fraudulent Practice’** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- h. **‘Force Majeure’** means an event beyond the control of the Parties and not involving the Parties fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the First Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

TERMS AND CONDITIONS:

1. The Second Party shall submit ten (10) % Performance Security of the contract price in favor of Hospital Director Peshawar Institute of Cardiology.
2. Warranty: Warranty Period shall be five (02) years with parts and services from the date of installation.
3. Payment: Payment will made 100% upon successful delivery and signed installation report from concerned department however, Performance Security shall not be release till the warranty period
4. The Second Party shall supply the ordered equipments to the First Party exactly at the address of the official premises situated within the district of the judicial jurisdiction of the letter as provided in the supply order/purchase order.
5. The Second Party shall solely responsible for the safe and appropriate method and mode of transportation, loading, unloading and staking of the supplied items till, and it the time of delivery to the destination address indicated by the First Party.
6. The Second Party shall not claim or charge any transportation, loading/unloading, labour or any other charges, whatsoever, related to or in the name of logistics, accident, insurance, freight, toll tax, etc. The First Party shall not pay any additional charges in case of penalty or any other charges.
7. The Second Party shall supply all the equipment/goods in full conformity to the specification as laid down in the SBDS.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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.
13. The First Party shall promptly notify the Second Party in writing of any claims arising under this warranty.
14. 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.
15. The schedule for supply of goods shall be as under:
- i. Within 90 days from the date of issuance of supply order by the Purchasing Agency for items to be imported.
 - ii. Within 60 days from the date of issuance of supply order by the Purchasing Agency for items to be locally manufactured.
 - iii. Within 30 days from the date of issuance of supply order by the Purchasing Agency for items to be locally available.

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

- 1- Penalty @ 2% for late supply up to 15 days from the date for Purchase order.
- 2- Penalty @ 5% for late supply up to 30 days from the date for Purchase order.
- 3- Penalty @ 10% for late supply beyond 30 days from the date for Purchase order.

The Performance security will be forfeited if the firms fails to supply the goods with in 150 days after issuance of purchase order.

16. 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.
17. 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.
18. 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.
19. 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.

20. 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.
21. 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.
22. 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.
23. 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.
24. The Second Party shall be bound under this Agreement Deed to provide the warranty, maintenance and services of Equipment which shall 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.
25. 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.
26. 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.
27. 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.
28. A notice shall be effective when dispatched on the given address of the Parties in this Agreement Deed via above means.

29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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
35. 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]
[Owner/Proprietor/C.E.O. etc.]
M/s **[Mention Second Party]**
For & On Behalf of Second Party

WITNESSES

FOR FIRST PARTY

No.1.: _____
Name _____

C.N.I.C No.: _____
Contact No.: _____

No.1.: _____
Name _____
C.N.I.C No.: _____
Contact No.: _____

FOR SECOND PARTY

No.1.: _____
Name _____

C.N.I.C No.: _____
Contact No.: _____

No.1.: _____
Name _____
C.N.I.C No.: _____
Contact No.: _____

Annex: "C"

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-061 dated _____ 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

AIR COMPRESSOR WITH TANK

Qty=1

Air Delivery	14.4 cfm @ 115 psi or better
Working Pressure	8 bar / 115 psi or better
Tank capacity	100 Litres or better
Input Voltage	220V / 1 Phase/60 Hz
Noise Level	67-71 db or better
Speed	1700 rpm or better
Power	3 x 1 HP motors
Certifications	CE

Force Majeure

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

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 KP-PPRA and defaulting bidder within three days of passing order.
- 9. The duration of debarment may vary up to five years depending upon the nature of violation.

Redressing Of Grievances

- a. The purchaser shall constitute a committee comprising of disagreed & notified by the competent authority proper powers and authorizations to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- b. Any bidder feeling aggrieved by any act of the purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than 03 days after the announcement of the bid evaluation report.
- c. The grievance redressed Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint. The report along with decision shall be forwarded to the purchaser officer within the prescribed period.

- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- e. Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance.

BANK GUARANTEE FORM IN RESPECT OF BID SECURITY (to be furnished on non-judicial stamp paper of appropriate value)

Procuring Officer

Procuring entity and its address

1. M/s _____ through their agent _____ (hereinafter called the supplier) are submitting their offer against your tender enquiry No. _____ for _____ due on _____ and have requested us to issue a bank guarantee for _____ in your favor as bid security to ensure their compliance with conditions of the tender.

2. The Guarantor waiving all objections and defenses and under the aforesaid contract, hereby unconditionally, irrevocably and independently guarantees to pay to procuring entity without delay upon procuring entity's first written demand any amount claimed by procuring entity up to the sum named herein, on procuring entity written declaration that the bidder has refused or failed to fulfill any of the terms of the tender / bid or committed any breach of the tender / bid.

3. Notices in writing of any such breach, of which the Buyer shall be the sole Judge, as aforesaid, on the part of the bidder shall be given by the Buyer to the Guarantor and on each first demand, payment shall be made by the Guarantor of all sums then due under this guarantee unconditionally and without any reference to the bidder or any other person and without any objection.

4. This guarantee is valid up to three months from date of opening of tender. In case the tenderers / bidders _____ are awarded a contract for supply of goods / works / services as per tender enquiry / letter / RFP quoted above, the guarantee will remain valid up to the date of furnishing of an acceptable performance bond on Procuring entity's format.

5. Claim if any must reach us in writing on or before the expiry date after which we will no longer be liable to make payment to you

6. Our liability hereunder is limited to

NAME OF THE BANK

<Name of Procuring Entity>
<Address of Procuring Entity>

**PERFORMANCE BANK GUARANTEE FORM IN RESPECT OF PURCHASE
ORDER / CONTRACT AGREEMENT**

(to be furnished on non-judicial stamp paper of appropriate value)

WHEREAS having its registered office at _____, by an agreement made between _____ (hereinafter called the supplier/service provider) has awarded the contract (hereinafter called the c o n t r a c t) v i d e a g r e e m e n t / l e t t e r / P . O . N o . d a t e d f o r the supply of goods / works / services specified in the said Purchase Order / contract agreement.

AND WHEREAS in accordance with the provisions of clause _____ of the Contract/Purchase Order the supplier is required to furnish a bank guarantee for the due performance and observance of all the terms provisions and stipulations of the Contract/Purchase Order by the service provider and the service provider has requested Bank Limited to issue the said guarantee for an amount of Rupees _____ (Rs. _____) equivalent to of the total value shown in the purchase order.

In consideration of the premises we _____ Bank Limited _____ hereby guarantee irrevocably and unconditionally forthwith to pay to the procuring entity without reference to the service provider on the first demand of the procuring entity in writing stating that the service provider has committed a default under the Contract/Purchase order without any further statement of the particulars of such default and notwithstanding any contestation by the supplier an amount not exceeding Rupees _____

And we _____ Bank Limited hereby further declare that no alteration in the terms of the Contract/Purchase Order or in the scope extent or nature of supplies therein and no allowances of time by the procuring entity under the Contract /Purchase Order nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Contract/Purchase order on the part of procuring entity shall in any way release this Bank from any liability under this guarantee.

The validity of this guarantee shall expire after _____ days on _____ of the completion of delivery of supplies to the procuring entity by the supplier in conformity with the provisions of the Contract/Purchase Order. After its expiry the procuring entity shall return this guarantee to the Supplier for cancellation by this bank.

NAME OF BANK

WITH ADDRESS

AUTHORISED OFFICER OF THE BANK

Purchase Officer
PIC-MTI Peshawar

Assistant Manager Purchase
PIC-MTI Peshawar

Manager Material Management
PIC-MTI Peshawar

Bio-Medical Engineer
PIC-MTI Peshawar

Director Building & Facilities
PIC-MTI Peshawar

Director Finance
PIC-MTI, Peshawar

Hospital Director
PIC-MTI, Peshawar