



**PESHAWAR INSTITUTE OF CARDIOLOGY  
MEDICAL TEACHING INSTITUTION**

**STANDARD BIDDING DOCUMENTS  
FOR**

**Hiring of pharmacy for LP (Local Purchase)**

**Single Stage Single Envelope**

**For the Year 2021-23”  
Tender Ref: PIC-044**

S. No	Name of Item	Bid security	Tender Process
01	Hiring of pharmacy for LP (Local Purchase)	200,000	Single Stage Single Envelope

# **TABLE OF CONTENTS**

INSTRUCTION TO USERS OF THIS DOCUMENTS.....	3
REQUEST FOR QUOTATION – .....	9
INVITATION TO BID.....	11
INSTRUCTION TO BIDDERS.....	13
FORM OF BID .....	15
GENERAL TERMS AND CONDITIONS.....	20
GENERAL AND SPECIAL CONDITIONS OF CONTRACT.....	20
A.    LANGUAGE .....	20
B.    BID SECURITY DEPOSIT (Where Applicable).....	20
C.    PLACE AND TIME OF DELIVERY.....	20
D.    VARIATIONS / REPEAT ORDERS.....	20
E.    INSPECTION of Goods on Delivery (whole applicable) .....	20
F.    PACKAGING .....	21
G.    PERFORMANCE BANK GUARANTEE (OPTIONAL).....	21
H.    FORFEITURE OF PERFORMANCE BANK GUARANTEE .....	22
I.    PAYMENT CLAUSE.....	22
K.    OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER.....	24
L.    DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION.....	24
M.    INDEMNITY .....	24
N.    SUB-LETTING CONTRACT .....	24
O.    BRIBES COMMISSION ETC.....	24
P.    TERMINATION .....	25
Q.    FORCE MAJEURE .....	25
R.    APPLICABLE LAWS.....	26
S.    CONTRACT AMENDMENT.....	26
T.    QUALIFICATION CRITERIA.....	27
U.    BLACKLISTMENT OF DEFAULTED BIDDER/CONTRACTOR .....	28
V.    BANK GUARANTEE FORM IN RESPECT OF BID SECURITY .....	30
PERFORMANCE BANK GUARANTEE FORM IN RESPECT OF PURCHASE ORDER /	
X.    CONTRACT AGREEMENT.....	32
W.    PURCHASE ORDER / CONTRACT AGREEMENT.....	32

## **INSTRUCTION TO USER OF THIS DOCUMENT**

### **1. Methods of Procurement of Goods valuing more than Rs. 100,000/-**

- 11 Open tendering shall be the default method of procurement of Goods valuing more than Rs. 100,000/- . However direct sourcing in case of emergency and other conditions laid as follows, can be the alternative method of procurement for Goods valuing more than Rs. 100,000/-

### **1.2 DIRECT CONTRACTING AND EMERGENCY PROCUREMENT**

Under following circumstances deviation from the requirements of advertisement and response time under these rules is permissible:

- (a) in cases of emergency as provided in the National Disaster Management Act, 2010 (Act No. XXIV of 2010), subject to the condition, --
  - (i) that all such procurements along with its emergent nature has to be recorded by the Procuring Officer and approved by the technical head of the procuring entity under intimation to the Principal Accounting Officer, Secretary at Provincial or Deputy Commissioner at District level;
  - (ii) that these have to be immediately intimated to the Accountant General Office or District Accounts Office, as the case may be;
  - (iii) that quantities in all such procurements shall be limited to the assessed requirement of emergency only; and
  - (iv) that these shall be used only for procurements upto maximum for three months, which may be extended for such a period that Government may deem fit, depending on the nature of emergency;
- (b) The procurement of sensitive nature and related to National Security:

Provided that the direct sourcing of all such procurements shall be duly recorded; and

- (c) the direct sourcing to a government organization for provision of works, goods or services under a cost plus or fixed contract provided that the Public Sector Organization shall not involve a private sector enterprise as a partner or in the form of a joint venture or a sub-contractor. The government organizations shall be totally government owned and controlled or semi-autonomous and autonomous agencies under the administrative control of Federal Government or Provincial Government.

**1.3. Alternate methods for procurement of goods. ---** A procurement entity may use the following alternative methods for procurement of goods, namely:

- (a) Procurement of goods upto Rs. 50,000/- may be undertaken by obtaining a single quotation through direct sourcing.
- (b) petty purchases between Rs. 50,000/- upto Rs. 100,000/- shall be procured through alternate method only if the following conditions are met, namely:

- (i) minimum of three quotations have been obtained:

Provided that if despite soliciting, less than three quotations are received it would be acceptable;

- (ii) request for quotation is sent to prospective bidders, simultaneously, with full contents and same information, which is duly acknowledged to be received;
- (iii) the closing time, date and address for submitting quotations has been clearly defined and adhered to;
- (iv) the object of the procurement has standard specifications;
- (v) in case, amount pertaining to applicable tax is not added in the quotation, comparison of price is made after adding amount of applicable tax; and
- (vi) during comparison, each item should be compared to the corresponding respective specification and bid evaluated to the corresponding total cost of the bid;

- (c) a procurement entity shall only engage in alternate method if the following conditions exist, namely:

- (i) repeat orders within a period of six months:

Provided that it does not exceed fifteen percent of the original contract value;

- (ii) in case of procurement through government organizations, in accordance with provisions of [rule-3\(2\)\(c\)](#) of these rules;
- (iii) where the procurement concerns the acquisition of spare parts or supplementary services from original manufacturer or supplier or sole distributor:

Provided that the same are not available from alternative sources;

- (iv) where the same goods are not available from alternative sources or only one contractor, manufacturer or supplier exists for the required procurement;
- (v) where a change of contractor or supplier would ensue the procuring entity to acquire material having different technical specifications or characteristics and would result in incompatibility or disproportionate technical difficulties in operation and maintenance, this shall be done with proper justification and recording of such reasons, provided that the contract or contracts do not exceed three years in duration;
- (vi) where the price of goods is fixed by Government;
- (vii) where the motor vehicles or machinery is purchased from local original manufacturers or their authorized agents at manufacturer's price including transportation charges and other applicable taxes; and
- (viii) in case of emergency as defined in these rules and procurement specified under sub-rule 3(2)(a) and 3(2)(b):

Provided that the procurement entity shall specify appropriate forums vested with necessary authority to declare an emergency;

#### **1.4 NEGOTIATED TENDERING**

A procuring entity may engage in negotiated tendering with one or more suppliers or contractors with or without prior publication of a procurement notification. This procedure shall only be used when,-

- i. the supplies involved are manufactured purely for the purpose of supporting a specific piece of research or an experiment, a study or a particular development;
- ii. for technical or artistic reasons, or for reasons connected with protection of exclusive rights or intellectual property, the supplies may be manufactured or delivered only by a particular supplier;
- iii. for reasons of extreme urgency brought about by events unforeseeable by the procuring entity, the time limits laid down for open and limited bidding methods cannot be met. The circumstances invoked to justify extreme urgency must not be attributable to the procuring entity:

Provided that any procuring entity desirous of using negotiated tendering as a method of procurement shall ensure that price negotiated is either equal to or less than the previous rate of the same item procured through open bid, and the report must record its reasons and justifications in writing for resorting to negotiated tendering and shall place the same on record or procuring entity may contract the previous supplier for supply at the previous agreed rate; thereby placing the order with modification/extension to the Contract.

#### **1.5. OPEN TENDERING THROUGH ADVERTISING ON THE WEBSITE**

- 1) Purchases upto Rs. 2.5 million, shall be posted on the procuring entity's website or PPRA's or both. These procurement opportunities may also be advertised in print media, if deemed necessary by the procuring entity.

#### **1.6. OPEN TENDERING**

- (a) All purchases, other than exceptional circumstances listed above, shall be undertaken through open tendering. Such procurements shall be advertised in print media, appearing in at least in one National English and one Urdu newspaper with nation wide circulation along with advertising the same either on the procuring entity or PPRA's website.
- (b) Open tendering can be done through using a single envelop single stage method. This method should be used where cost is the only determining factor. The single envelope shall contain the financial proposal / offer, in accordance with the bid solicitation documents.
- (c) However in cases of procurement of complex or specialized goods, single envelope two stages shall be used. In the first stage, the envelope shall contain the technical proposal, in accordance with the bid solicitation documents. Financial offer of the qualified supplier / contractor (s) as a result of evaluation of the technical proposals / offer, shall be solicited in one envelope in the second stage. The lowest offer shall be awarded the contract.
- (d) Two stage two envelopes method shall be used under exceptional circumstances and when it is deemed appropriate by the procuring entity in a given situation.

**17** Procurement of Goods valuing more than Rs. 100,000 can also be undertaken by first pre-qualification potential suppliers through an open pre-qualification notice which shall be published in the print media as well as posted on the website of the procuring entity. The pre-qualification may be undertaken in the following manner:

- (1) The procuring entity may pre-qualify bidders by soliciting various details including but not limited to the following, in accordance with the provisions of the FP Rules;
  - a) legal status along with proof of registration with one of the federal or provincial registration acts;
  - b) proof of being a taxpayer;
  - c) organizational profile, relevant experience, past performance, list of clients and references;
  - d) relevant experience and past performance;

- d) existing capabilities with respect to HR personnel, computing and engineering equipment (as may be the case), machinery and plant;
- e) financial position for the last three year including bank statements and audited reports by an external auditor;
- f) proof of possessing appropriate managerial capability; and
- g) any other factor that a procuring entity may deem relevant, depending on the nature and complexity of the contract but not inconsistent with these rules.

**1.8** Following templates for the bid solicitation documents shall be used.

**INVITATION FOR  
BIDS**



Invitation for Bids  
**Tender Ref: PIC-044**

**Hiring of Pharmacy for LP (Local Purchase)**  
**Single Stage Single Envelope**

In compliance with the Khyber Pakhtunkhwa Public Procurement Act-2012 and Khyber Pakhtunkhwa Procurement Regulatory Authority (KPPRA) Rules-2014, Sealed Tenders are invited from the Vendors being on Active Tax Payer List of FBR bearing valid Drugs Sale License under KP Drug Sales Rules 1982 (as amended in 2017) for LP (Local Purchase) of Drugs, Medicine, Medical Devices and surgical Disposable.

1. Mandatory Bid Security / Earnest Money amounting to a flat rate of Rupees 200,000 from each bidder in the shape of Call Deposit Receipt (CDR) in the favor of the Hospital Director, Peshawar Institute of Cardiology required to be submitted along with the Financial Bid within its sealed envelope.
2. The Proposals must be delivered by hand or through courier to the office of the Hospital Director, Peshawar Institute of Cardiology Hayatabad on or before **16/12/2021 at 11:00 am** which will be opened on the same day at **11:30 am** in presence of bidders or their representatives.
3. Bidders are required to submit all mandatory documents mentioned in subsequent sections. In case of failure to comply, the bidder shall be considered as non-responsive.
4. The Income Tax, stamp duty and Professional Tax or any other Government tax will be charged as per rules. (However, this hospital is exempted from the General Sales Tax). (Only those firms will be honored that are on Active Taxpayer's List of FBR).
5. The bidder must be registered with Khyber Pakhtunkhwa Revenue authority.
6. Pre-bid Meeting will be held on 21-10-2021 at 11:00 am in the Material Management Department.
7. A detailed Request for Proposals (RFP) can be downloaded from the following official websites [www.pic.edu.pk](http://www.pic.edu.pk).
8. The competent Authority has the right to reject all bids under Rule 47 of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules 2014.

**Hospital Director**  
Peshawar Institute of Cardiology-MTI

**Address of Pre-Bid Meeting & Bid Submission/Opening:**

Peshawar Institute Cardiology-MTI  
5-A, Sector B-3, Phase –V Hayatabad Peshawar,  
[mmd@pic.edu.pk](mailto:mmd@pic.edu.pk)

## **1. BID SECURITY**

Bid security @ **200,000/-** in favor of “**Hospital Director PIC Hospital**”

Bid security of the successful bidder will be released after submission of Performance Guarantee.

The bid security may be forfeited:

- I) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- ii) In the case of a successful Bidder, if the Bidder fails to sign the contract or to furnish performance Guarantee.

## **2. BID VALIDITY:**

- i) The bids should be valid for a period of **180** 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.

**INSTRUCTION TO BIDDERS**  
**PESHAWAR INSTITUTE OF CARDIOLOGY**  
**MEDICAL TEACHING INSTITUTION**

1. This Bidding procedure will be conducted in light of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Laws, Rules made there under along with Standard Bidding Documents.
2. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the respective Bidder.
3. All the bidders are required to provide annexure wise complete requisite documents with page marking for their Technical Evaluation / Qualification as prescribed under the rules.
4. The bid should be complete in all respect and must be signed and stamped by the bidder.
5. 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. PIC Peshawar is exempted from GST.
6. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
7. For any query, clarification regarding Services / Bid Solicitation Documents, the applicants may send a written request at least one day prior to the opening date.
8. The Bidder may after the submission, withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.
9. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
  - a. Received without earnest money;
  - b. It is received after the date and time fixed for its receipt;
  - c. The tender document and the bid is unsigned;
  - d. The offer is ambiguous;
  - e. The offer is conditional/optional i.e. advance payment, or currency fluctuations etc.
  - f. The offer is from blacklisted firm in any Federal / Provincial Govt. dept.
  - g. Hand written bids shall NOT be accepted; it must be typed.
  - h. Only typed tender on original prescribing letter pad, sealed & signed (Every Page) should be submitted. The quoted Price must be preprinted and hand written quoted price will not be acceptable. Optional or double rates for single item is not allowed.
10. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.
11. Any erasing / cutting etc. appearing on the offer, must be properly signed by the authorized person signing the tender document.
12. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
13. 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 Peshawar's future bids.

**ELIGIBILITY CRITERIA:**

- a. Bidders must give compliance to the below mentioned clauses as these are mandatory for being eligible for the bidding process. Relevant certificates must be attached.
- b. The bidder must be registered with Income / Sales Tax Department, reflected as Active Tax Payer on the list of FBR.NTN and KPK Professional tax.
- c. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
- d. Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPPRA Rules 2014.

**Price Schedule in Pak. Rupees**

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

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

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

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

## TERMS AND CONDITIONS

### Period of Contract:

- a) This contract shall be valid for a period of 2 years.
  - b) **Price:** Quoted rates shall be valid for the entire period of the contract.
  - c) **Payment:** Payment shall be made on work done within (30) days from the date of receipt of bill duly certified & recommended by Manager Pharmacy PIC-MTI.
  - d) **Performance:** The performance of the contractor will be continuously evaluated by the Manager Pharmacy PIC-MTI.
- 
1. Local purchase contracts shall be entered through open competitive bidding as per KPPRA Act 2012 and rules framed there under.
  2. The Vendors must have a Valid Drug Sales License, financially sound, well reputed and have outlet with comprehensive storage facilities.
  3. The facility of supplies must be available round the clock for 24 hours, 7 days a week throughout the year.
  4. The local purchase contract shall be non-transferable and no part of the contract could be sublet by the successful bidder without hospital approval.
  5. The local purchase contractor shall supply the ordered items on the same day. In case the contractor fails to supply the ordered items on the same day, the hospital shall purchase the same ordered medicine from the market on the risk and cost of the contractor.
  6. The supplied drugs shall be accompanied with warranty certificate as per the Drug Act, 1976/DRAP Act, 2012. Moreover, the contractor will be bound to provide the invoice of his source of purchase if any, when required.
  7. The Vendor shall be bound to accept all the terms & Conditions of the Government / KPPRA and any further condition introduced by the Government / Board of Governors (PIC-MTI) during the contract period in addition to the terms & conditions of this bidding document.
  8. Any erasing/ cutting / overwriting etc. appearing on the offer, may lead to cancellation of rate on specific item.
  9. All the bidders are required to provide complete documents in compact file for their assessment of qualification as prescribed under the rules. Only the firms which will be declared qualified by the Bid evaluation committee will be entertained in the further contract proceedings.
  10. The contractor will submit the bills on mothly basis to the hospital.
  11. Deduction of income tax and other taxes that are applicable as per prescribed rules.
  12. The Hospital Director (PIC-MTI) reserves the right to accept or reject any / all tender(s) without assigning any reason.

# **GENERAL AND SPECIAL CONDITIONS OF CONTRACT**

## **A. LANGUAGE**

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

## **B. BID SECURITY DEPOSIT (Where Applicable)**

Unless otherwise agreed between the Procuring entity and the Supplier, the later shall deposit with the Procuring Entity a sum equal to **<0 – 5>%** of the total value of the goods detailed in the said Schedule at 'C'.

## **C. PLACE AND TIME OF DELIVERY**

The items will be delivered to PIC-MTI and will be delivered on the same day/24 hours

## **D. VARIATIONS / REPEAT ORDERS**

The Procuring entity may during the execution of the Contract, by notice in writing may direct the supplier to alter, amend, omit, add to or otherwise vary any part of the Schedule, in agreement with the Service Provider, and the Service Provider shall carry out such variations and be bound by the same conditions. Provided that repeat orders are within a period of six months, and that it does not exceed fifteen percent of the original contract value as per KPP Rules 2014.

## **E. INSPECTION of Goods on Delivery (whole applicable)**

The goods shall be inspected by the inspecting team of the PIC-MTI for quality/quantity etc at the agreed location/warehouse of the Procuring entity before the goods are provided/supplied at their final destination.

Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity and quality claims. In case the goods are not found in conformity with the contracted quality/specifications, procuring entity shall have the right to lodge claims within 30 days from the date of inspection of the goods.

In case of dispute by the supplier, joint re-inspection of the supplied material shall be carried out, at the cost of the supplier, in presence his or his authorized representative either at a laboratory designated by the procuring entity or by a neutral independent entity as jointly agreed.

## **F. PACKAGING**

Material/works/service should be packed suitably in appropriate wooden/metallic boxes/containers/pallets in such a manner that the goods are not lost or damaged in handling/transportation and the packing should be suitable enough to reach at the stores of procuring entity safely.

Each pack or container should clearly indicate the following information:

- Purchase Order Number and date.

- Name of Product/Deliverable.
- Quantity
- Gross and net weights
- Name of Manufacturers/service providers

Manufacturer's instructions regarding the maximum storage life of the product and the storage conditions must be followed.

Material/works/service should be delivered at the stores of procuring entity in original packing of the manufacturer.

Where applicable, manuals containing instructions of the manufacturer about the application (in use) of the item should be provided in English. If required by Procuring entity, technical experts should be sent by the manufacturer for application of the item at site.

## **G. PERFORMANCE BANK GUARANTEE (OPTIONAL)**

Successful bidders shall furnish a Performance Bank Guarantee of 10%(where applicable) of value of Purchase Order/Tender price/Contract on the proforma prescribed provided that the guarantee is issued by any of the approved Banks within 20 days of issuance of the letter of acceptance. The performance guarantee shall remain valid throughout the execution of purchase order/contract and shall be returned within 10 days after the expiry of warranty period and satisfactory performance

If such Guarantee is issued by a foreign bank, it should be countersigned by a Pakistani bank on the approved list of banks.



## **FORFEITURE OF PERFORMANCE BANK**

### **GUARANTEE**

The Performance Bank Guarantee may be forfeited if the service provider fails to deliver or supply goods in accordance with the terms and conditions of the Purchase Order or commits any breach of the Contract / Purchase Order.

### **H. PAYMENT CLAUSE** Payment shall be made on production of the following documents: -

- a. 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.\_\_\_\_, Material Receiving Report No.\_\_\_\_, and Acceptance Note No.\_\_\_\_, with date, price/rate of each item.
- b. 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.
- c. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- d. Valid Income Tax Exemption Certificate (otherwise Income Tax at current applicable rates shall be deducted from the invoice). (where applicable).
- e. National Tax Number.
- f. Sales Tax Registration Number.
- g. Certificate in original issued by any one of the Independent Inception (where applicable).
- h. Bank Account Number and Branch.
- i. Recovery of all applicable taxes at source should be made as per rules
- j. Certificate from procuring entity stating Goods as per standard / professional requirement (format given below)

## **K. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER**

The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.

The suppliers shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project (representing consultant firm /organization). The Project Coordinator shall have the qualifications as may be agreed between the client and the consultant.

The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices.

The supplier shall act at all times so as to protect the interests of the Client 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 Client such information relating to the Services as the Client may from time to time reasonably request.

Except with the prior written approval of the Client, 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 without prior consent of the service providers

The supplier agrees that no proprietary and confidential information received by the supplier from the Client shall be disclosed to a third party unless the supplier receives a written permission from the Client to do so.

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: -

Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.067% per day (2% per month) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value.

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;

Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, procuring entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; 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.

## **L. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION**

Procuring Entity 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 Rules 2014.

If a bidder is not satisfied with the decision of the Committee, he may take recourse to the KPPRA.

The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by KPPRA whose decision will be final and binding on both the parties.

## **M. INDEMNITY**

The supplier shall at all times indemnify the procuring entity against the claims which may be made in respect of the goods for infringement of any right protected by patent, registration of design or trade mark and shall take all risks of accident or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract; provided always that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the procuring entity, it shall notify the supplier of the same and the supplier shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise therefrom.

## **N. 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 provider 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.

## **O. BRIBES COMMISSION ETC.**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor 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 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 under clause 8 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.

## **P. TERMINATION END OF SERVICES**

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

### **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 shall be settled not later than sixty (60) days of the date of such termination.

### **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 within thirty (30) days of submission of its invoice. If the payment is still not made to the supplier after thirty (30) days of notice of suspension, the Supplier/Vendor may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the supplier under such circumstances, the Procuring entity shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the supplier.

## **Q. 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.

## **R. 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.

## **S. CONTRACT AMENDMENT**

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

## T. NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client

To: The Supplier -----

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered

## U. QUALIFICATION CRITERIA

<b>Mandatory Documents</b>	Local Purchase Contractor must have valid Drug sale license of the Pharmacy
	Local Purchase contractor must have proper NTN Number and active filer.
	Pharmacy must fall within the jurisdiction of 20 Kilometers of the hospital (PIC-MTI)

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

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

### **Conditions for Blacklisting 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.

### **Procedure for blacklisting 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 showcase 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.

**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

WITH ADDRESS \_\_\_\_\_

AUTHORISED OFFICER OF THE BANK



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

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

WHEREAS Peshawar Institute Of Cardiology-MTI having its registered office at \_\_\_\_\_, by an agreement made between \_\_\_\_\_ (hereinafter called the supplier/service provider) has awarded the contract (hereinafter called the contract) vide agreement / letter / P.O. No. dated \_\_\_\_\_ for 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 <specify %> 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 ORDER / CONTRACT AGREEMENT**

The purchase order is the simplest form of contract for procurement between the procuring entity and the supplier. It is used to form a contract by accepting the successful bidder's quotation, where no contract award notice or detailed contract document is required. The purchase order defines the goods to be supplied, the price to be paid for the goods, works or services and the delivery period required.

1. The purchase order shall carry the following information:
  - the name of the supplier;
  - the date of issue of the Purchase Order;
  - the delivery address;
  - the name of the procuring entity purchasing the items;
  - the Requisition Number;
  - the Purchase Order Number;
  - the quantity of each item required;
  - any part or pattern number for each item;
  - a brief description of each item;
  - the unit cost or rate for each item; and
  - the delivery period and whether the delivery is to be made in lots.
2. For detailed contract agreement, use the General Conditions of Contract, provided herein. Insert, special conditions, if the procuring entity deems it suitable.
3. Contracts shall be confirmed through a written agreement signed by the successful
4. bidder and building & facilities manager PIC Peshawar.

## PIC MTI RATE CONTRACT AGREEMENT *(for successful bidders)*

THIS RATE CONTRACT AGREEMENT is made and agreed today on \_\_\_\_\_ day of [Month], 2020 between the PIC MTI through Hospital Director (*hereinafter referred to as the Procuring Agency or the first party, which expression shall, where the context admits, be deemed to include the assignee/s of the provincial Government of Khyber Pakhtunkhwa*); and Messrs. [Name of Supplier/Local Purchase Vendor] through Mr. \_\_\_\_\_ Designation \_\_\_\_\_

\_\_\_\_\_ CNIC No. \_\_\_\_\_,  
(*hereinafter referred to as the Supplier or the second party or he/his, which expression, unless repugnant to the context, means and includes their legal heir/s, successors-in-interest, assignee/s and legal representative/s*) that:

WHEREAS the Procuring Agency has made a bidding competition for selection and rate contracting of Local Purchase (L.P, SSC & PBM etc.) for medicine (*hereinafter referred to as goods*) for actual purchases of the selected and rate contracted goods to be made by the PIC MTI (*hereinafter called the Procuring Agency or Procuring Agency where the context so admits*); and

WHEREAS the Supplier declares that he is valid retailer/wholesaler under the Drugs Act 1976 and rules frame thereunder; and

WHEREAS both the parties have agreed that the Procuring Agency shall purchase all or some or none of the goods from the Supplier at the sole discretion of the individual Procuring Agency; and

1. The Supplier agrees to take full responsibility of the validity and implications, that may arise in future, of declaration as submitted by him through an affidavit on judicial stamp paper along with the Bid Form-1 of the SBDs along with his bid; and also that in case of any kind of breach of the said declaration, the Supplier shall be liable to be proceeded against by the Procuring Agency in accordance with the clauses of this rate contract agreement as well as relevant laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern the situation/s.
2. The Supplier shall supply the ordered goods to the concerned Procuring Agency at the Pharmacy Department. PIC-MTI Peshawar. And The facility of supplies must be available round the clock (24 hours a day and seven days a week) including calendar gazette holidays.
3. In case the selected bidder is having premises beyond 200 meters, they will have to occupy/establish the facility within a 200-meter radius of hospital for facilitation.
4. The Supplier shall be solely responsible for the safe and appropriate method and mode of transportation, loading and / or unloading at the time of delivery to the destination address indicated by the Procuring Agency.
5. The Supplier shall also ensure the advanced mode of communication and latest technology (Internet, Phone or whatever the case may be etc.) for placing orders.
6. The Supplier shall be solely responsible for 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 goods till the time of delivery and the consequences arising therefrom, if any.
7. The Supplier shall not claim or charge any transportation, loading / unloading, labor or any other charges, whatsoever, related to or in the name of logistics, accidents, insurance, freight, toll tax, etc.
8. The Supplier shall supply all the goods in full conformity to the specifications as required by PIC MTI Pharmacy Department.
9. Supplier shall supply to the Procuring Agency, the goods having maximum possible long expiry dates and/or acceptable to the Pharmacy Department PIC MTI.

10. In case of taking any action contravening to any provision/s of the applicable law/s and rules, the Supplier shall render himself liable to such lawful action/s as deemed appropriate and taken against him under any or all the applicable law/s, rule/s of the Government of Khyber Pakhtunkhwa, terms and conditions of the SBDs and the clauses of this contract agreement.
11. The Procuring Agency shall recommend legal / lawful action against the Supplier regarding non-supply, short supply, substituted supply, delayed supply or any other unlawful action / shortcoming, without prior approval/information from Pharmacy department, on the part of Supplier, pertaining to the Drugs Act 1976 and / or the execution of this contract agreement.
12. The Procuring Agency or its representative shall have the right to inspect the facility, premises, warehouse/s, godown/s etc. at any time during the financial year 2020-21 and/or till the execution given under this contract agreement by the Procuring Agency. If anything found in contravention of cGSP, clauses of Drug Act 1976, DRAP Act 2012 & rules framed there under, Drug Sales Rules 1982 as amended in 2017 or any act or rule where deemed necessary and/or this Contract Agreement the Procuring Agency shall have the sole right and authority to take any lawful action as deemed appropriate, against the Supplier.
13. The Supplier agrees that the contract shall remain valid till and up to **30th June 2023**. And will also provide the company invoices, and/or Product/packaging for verification of MRP Values.
14. Notwithstanding any rights, duties and / or remedial measures and / or managerial actions taken and / or to be taken and / or any powers exercised and / or to be exercised by the Procuring Agency with regard to the execution of this contract agreement, the Supplier agrees to indemnify all of them for any loss or damage incurred or inflicted upon by them in individual or official capacity upon the Supplier whether through any of their actions and / or practices and / or otherwise.
15. The supplier agrees to execute the contract strictly in accordance with the terms & conditions laid down in the contract, in case of failure or non-compliance, the security deposited shall be forfeited and/or the contractor should be blacklisted, or both or as the case may be.
16. The Supplier further agrees to pay compensation to the PIC MTI of an amount equivalent to ten times the sum of any commission, gratification, bribe or kickback and / or finder's fee given by the Supplier for the purpose of obtaining and / or inducing the procurement of any contract, right, interest, privilege or other obligation/s or benefit/s in whatsoever form, from the Procuring Agency.
17. The Procuring Agency as the case may be, and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract / supplies. However, despite such negotiation if the Procuring Agency & Supplier have been unable to resolve amicably a contract dispute, either party may refer the case to Hospital Director, PIC-MTI Peshawar for decision through a IMC under the chairmanship of Dean PIC MTI with recommendation to Hospital Director for further approval.
18. The Supplier agrees to supply the required brand of all drugs recommended by PIC MTI Pharmacy Department until and unless approved by the pharmacist/Prescribing Physician. In case the contractor provides brands of his own choice of higher rates than that of the demanded brand, the extra amount will be adjusted to the value of recommended brands accordingly.
19. The supplier further agreed that in case, they shall offer less discount in comparison to discount offered to other institution / hospitals situated in KP, the difference will be automatically deducted and adjusted in the bill, however, if any excess amount is paid, the same will also be deducted from the pending bills or security of the side firms.

20. The supplier agrees that All the LP orders shall be directly supplied to the Hospital Pharmacy through a nominated and authorized person of the staff from hospital pharmacy and the contractor. NO supply shall be given to any private, unauthorized or chit bearer at any cost. All the LP orders must be approved by the Hospital Director or any other designated person nominated by his office. Furthermore;
- The contractor will depute his staff to collect local purchase orders for Inpatients from the Hospital Pharmacy with in the office timings and must deliver these on the same day.
  - The contractor must note down the Batch No., Expiry date and MRP on the Indent form for the requested items.
  - The contractor will submit the bills on WEEKLY basis for payment. Overcharging if any, found at any stage shall be liability for compensation to the Hospital even if the contract is expired or if the bills are under processing.
  - In case the contractor fails to supply the ordered items on the same day, purchase will be made at firm's risk and cost from the open market.
21. The suppliers agree that to pay all the duties and/or taxes required to be paid in compliance to relevant laws in prescribed manner.
22. Both the parties agree that the Hospital Director in the capacity of being the overall head of the PIC MTI or Manager Pharmacy, has the authority to regulate, if deemed appropriate, under the provisions in the SBDs, through imposing restrictions and / or classifying and / or grouping any demanded item/s for stopping, increasing or decreasing the purchase of such item/s by the Procuring Agency to rationalize and / or control the use and / or misuse of such item/s.

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**Signature**  
**Hospital Director PIC MTI**  
**For and on behalf of PIC MTI**  
**Peshawar,**

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**Signature:**  
**Name:**  
**Designation**  
**CNIC No.**  
**Stamp:**  
**For and on behalf of successful Bidder**

**WITNESS NO. 1**  
**Signature:**  
**Name:**  
**Father's Name:**  
**Address:**  
**CNIC No.**

**WITNESS NO. 2**  
**Signature:**  
**Name:**  
**Father's Name:**  
**Address:**  
**CNIC No.**