



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

## **BID SOLICITATION DOCUMENTS FOR**

### **Laboratory Reagents on Rental Basis**

#### **Framework Contract**

**REF: (PIC-073)**

#### **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 **“Laboratory Reagents on Rental Basis”** 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.

Description	Dates
Pre-bid meeting	Date: 25-01-2024 at 10:00 Hours
Tender Closing/Last submission	Date: 06-02-2024 at 11:00 Hours
Tender Opening	Date: 06-02-2024 at 11:30 Hours
Bid security (PKR)	200,000/-
Tender Process	Single Stage Single Envelope
Tender Validity/Prices Validity	Three (03 Years).

## INVITATION FOR BIDS

**REF No. PIC-073**

1. Peshawar Institute of Cardiology, Medical Teaching Institute (PIC-MTI) is the project of the Khyber Pakhtunkhwa (KP) Health Department to improve cardiac facilities in the public sector in the areas of research and treatment.
2. Peshawar Institute of Cardiology (PIC-MTI) invites sealed Bids from eligible bidder registered with FBR for Income Tax, Sales Tax and reflected on Active Tax Payer (ATL) list of FBR for the Below mentioned Item. Detailed of items, specification, submission, Opening and method of evaluation is provided in bidding documents. Bid Security/earnest money is required to be submitted in shape of Call Deposit Receipt (CDR) from schedule bank of Pakistan in favour Hospital Director Peshawar Institute of Cardiology.

Sr#	Name of item	Tender Process	Bid Security (PKR)
1	Minimally Invasive Cardiac Surgery Instruments with Disposable (MICS)	Single Stage Two Envelope	1,000,000
2	Hiring of Pharmacy for LP (Local Purchase)	Single Stage Single Envelope	200,000
3	Laboratory Reagents on Rental Basis	Single Stage Single Envelope	200,000
4	Leftover Drugs & Medicines	Single Stage Single Envelope	200,000
5	Calibration for Lab Items	Single Stage Single Envelope	100,000

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 must 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) (<https://pic.edu.pk/tenders>) after publication of this advertisement in the newspaper till last day for submission of Bid.
6. Procurements will be carried out as per Act and Rules of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA).
7. A bid accompanied by Pay Order (PO) shall be rejected.
8. A Pre-Bid Meeting will be held on **January 25<sup>th</sup>, 2024 at 10:00 AM (PST)** at the office of the Manager Material Management, 1<sup>st</sup> Floor, OPD Building, of Peshawar Institute of Cardiology (PIC-MTI). Prospective Bidder are encouraged to attend the meeting.
9. Bids are to be delivered to the office of the Manager Material Management, 1<sup>st</sup> Floor, OPD Building, of Peshawar Institute of Cardiology (PIC-MTI) on or before **February 06<sup>th</sup>, 2024 at 11:00 AM (PST)**.
10. Bids shall be opened on the **same day at 11:30 AM (PST)** in the presence of bidders who choose to attend.
11. The advertisement is also available both on the websites of Peshawar Institute of Cardiology (PIC- MTI) (<https://pic.edu.pk/tenders>) and KPPRA (<http://kppra.gov.pk>).
12. Peshawar Institute of Cardiology (PIC-MTI) reserves the right to cancel any or all bids by assigning cogent reason under Rule 47 Khyber Pakhtunkhwa public procurement Regulatory Authority.

**Hospital Director**  
Peshawar Institute of Cardiology (PIC-MTI)  
5-A, Sector B-3, Phase-V, Hayatabad, Peshawar,  
Ph: +92 91 9219645.

## 1. Instructions To Bidders

- 1.1. This Bidding procedure will be conducted in light of Framework Contract (Rule 31-A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014/2022.
- 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 hours on 06-02-2024** which will be opened at **11:30 hours** on the same day in the office of Manager Material Management, 1<sup>st</sup> 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 Price, 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), 1<sup>st</sup> 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. The bidder must submit one original in hard tap binding form.
- 1.13. 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:
- 1.14. Usage of correction fluid & corrections will not be considered unless duly signed by the authorize person.

- 1.15. Joint venture / consortium is not eligible for this tender.
- 1.16. In case of Bid Tie, the contract will be awarded to the firm provide the better Quality.
- 1.17. Bidders are required to clearly mark on the envelop as Bid for “**Laboratory Reagents on Rental Basis)**” **PIC-073**.
- 1.18. 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.
- 1.19. Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014/2022.

## Bid Data Sheet

<b>DATA SHEET</b>		
<b>Sr.No</b>	<b>Introduction/Description</b>	<b>Detail</b>
I.	Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.
II.	Loan or credit or Project allocation number. Loan or credit or Project allocation amount.	Budget Allocated by Government Khyber Pakhtunkhwa to Peshawar Institute of Cardiology.
III.	Name of Project.	“Rate Contracting of Laboratory Reagents on Rental Basis)” (PIC-073)
IV.	Name of Contract.	“Rate Contracting of Laboratory Reagents on Rental Basis)” (PIC-073)
V.	Name of Procuring agency.	Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.
VI.	Procuring agency’s address, telephone, telex, and facsimile numbers.	Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan Email: <a href="mailto:murtaza.ahmad@pic.edu.pk">murtaza.ahmad@pic.edu.pk</a> Phone # <a href="tel:0919219641">(091) 9219641</a>
VII.	Language of the bid.	English
<b>BID PRICE AND CURRENCY</b>		
I.	The price quoted shall be	DDP (Included all applicable taxes.) Including, Transportation, Loading Unloading etc.
II.	Contract Validity	Duration of Contract will be 3 years. Initially contract will be signed for 3 year and may be renewed/extend for further periods of one (01) year on the same Terms and Conditions mutually agreed upon by the concerned parties.
III.	The Price shall be fixed	The price shall be fixed and will be valid till expiry of the contract agreement.
<b>PREPARATION AND SUBMISSION OF BIDS</b>		
I.	Qualification requirements.	AS mentioned in Qualification/Eligibility /Mandatory Criteria
II.	Qualification Criteria	Contract will be awarded to bidder who qualified in Mandatory Criteria and Offer

		Lowest Prices.
III.	Amount of bid security.	Rs.200,000/- to be submitted in favor of Hospital Director Peshawar Institute of Cardiology (PIC-MTI)  Note: The Bid security shall be from bank account of the bidder. <b>Ordinary cheque and Payment Order (PO)</b> in the form of bid security will result in bid rejection summarily.
IV.	Bid validity period.	120 days from the date of opening of bids
V.	Number of copies.	One (original bid) in hard tap binding
VI.	Address for bid submission.	Office of the Manager Material Management, 1st Floor, OPD Building, of Peshawar Institute of Cardiology (PIC-MTI). Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan
VII.	IFB title and number.	“Rate Contracting of Laboratory Reagents on Rental Basis)” (PIC-073)
VIII.	Pre-Bid meeting with the bidders	25 <sup>th</sup> January 2024 at 10:00 hours in Material Management Department Peshawar Institute of Cardiology.
IX.	Deadline for bid submission.	06 <sup>th</sup> February 2024 11:00 hours Sharp.
X.	Date, Time and place for bid opening.	06 <sup>th</sup> February 2024 11:30 hours Sharp. Material Management Department Peshawar Institute of Cardiology



## **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 200,000/- in shape of 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 Ordinary Cheque/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 signing of Contract Agreement;
- 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. supply of goods as per purchase order.
  - c. commits any breach of the Contract Agreement

### **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 concerned Department 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.

### **2.6. Defects:**

All defects in material/defective items will be corrected/replaced without any cost to the PIC-MTI within 07 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 bid security shall be retained till the closing of the contract period; however, no performance security shall be sought from the successful bidders. However, if contract extend then the bid security shall be valid up to extendable period.
- ii. The Bid Security as a performance Security may be forfeited if the Supplier/Vendor fails to deliver or supply goods/Services in accordance with the terms and conditions of the Purchase Order or commits any breach of the Contract Agreement.

**2.9. Bid Validity:**

- i. The bids should be valid for a period of 120 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 besuitably 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.
- 2.10. All clauses mentioned in Draft Contract Agreement (Annexure-B) shall be considered as part of this Special terms and conditions.

### 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
	<b>Knock Out Clauses</b>	<b>YES/NO</b>
1.	The bidder shall be Registered with <b>FBR for Income Tax and Sales Tax</b> and reflected on ActiveTax Payer List (ATL);  (Provide copy of Valid relevant Documents)	<b>Mandatory</b>
2.	Manufacturer/ Authorized Dealer (Valid Copy of relevant document Must be attached)	<b>Mandatory</b>
3.	Bidder must have any two of the following Certifications for quoted Equipment.  i. US Food and Drug Administration (FDA) 510K, ii. Certification of Japan Industrial Standard (JIS) iii. Certification of European Community (CE) MDD  (Valid Copy of relevant document Must be attached)	<b>Mandatory</b>
4.	Bidder must have Five (05) years relevant experience in providing Lab Items.  (Purchase Orders/Contract agreement/LOI must be attached).	<b>Mandatory</b>
5.	Submission of undertaking on legal valid and attested stamp paper that the firm is <b>NOT BLACKLISTED</b> by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.	<b>Mandatory</b>
6.	Undertaking on Bidder Letter Head as provided in Annexure -C	<b>Mandatory</b>
7.	Bid security Shall be attached as mentioned in the advertisement/BSD	<b>Mandatory</b>

#### **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. Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;
  - ii. Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, PIC-MTI reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier;
  - iii. 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 KPPRA 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. 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.

## 11. Other Terms & Conditions

- 11.1. This Bidding procedure will be conducted in light of Framework Contract (Rule 31-A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.
- 11.2. All the bidders will strictly follow the rate form attached as **"Annexed-A"**
- 11.3. Contracts shall be confirmed through a written agreement signed between successful bidder and the PIC-MTI Peshawar (**Draft attached as "Annex-B"**)
- 11.4. All the bidders will sign on Bidder Letter Head attached as **"Annex-C"**
- 11.5. **Duration of Contract will be 3 years. Initially contract will be signed for 3 years and may be renewed/extend for further periods of one (01) year on the same Terms and Conditions mutually agreed upon by the concerned parties.**
- 11.6. 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.
- 11.7. 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.
- 11.8. 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.

- 11.9. In case of repeated failure or non-supply the PIC-MTI Peshawar reserves the right to forfeit the bid security and may proceed for debarment / blacklisting.
- 11.10. 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.
- 11.11. 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.
- 11.12. All clauses mentioned in Draft Contract Agreement (Annexure-B) shall be considered as part of this BSD.
- 11.13. If the successful firm fails / delays in performance of any of the obligations, under the Contract / Letter of Award, violates any of the provisions of the Contract / Letter of Award, commits breach of any of the terms and conditions of the Contract / Letter of Award or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Award or during the execution of the contract / Letter of Award, the institution may without prejudice to any other right of action / remedy it may have, blacklist the bidder, either indefinitely or for a stated period, for future tenders in public sector, as per provision of KP Procurement Rules, 2014.

## **12. 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 beyond 30 Days from the due date of delivery.

## **13. 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".



#### **14. Signing of the Contract Agreement**

The successful bidder shall receive an invitation in form of Letter of Award from Peshawar Institute of Cardiology PIC-MTI with the aim to sign an Agreement for Required items as defined.

The successful bidder within Fourteen days (14) days of receipt of Letter of Award will sign the agreement however, bid security shall not be release and shall be consider as a Performance Security till duration of contract.

#### **15. Payment:**

15.1. No advance payment will be permissible.

15.2. 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)
- vi. National Tax Number.
- vii. Sales Tax Registration Number.
- viii. Valid Professional Tax Certificate
- ix. Khyber Pakhtunkhwa Revenue Authority Certificate (for Services only)
- x. Recovery of all applicable taxes at source should be made as per rules

#### **16. Applicable laws**

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the following.

1. KPPRA Act 2012 and KPP Rules framed thereunder.
2. The Drugs Act 1976 and Rules framed thereunder.
3. The DRAP Act 2012 and Rules framed thereunder.

**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-073

S. No	Item Description BSD's/Hospital Description	Firm /Bidder Item Description	Brand Name	UOM (Unit of measurement)	Rate offered including taxes PKR	Remarks

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

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

(DRAFT)  
**AGREEMENT DEED**

**FOR PROCUREMENT GOODS THROUGH FRAME WORK AGREEMENT**

**THIS AGREEMENT DEED** is made on this day of ( ) and made effective with effect from ( ) by and between, and this agreement will be valid till \_\_\_\_\_

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

And

**M/S** \_\_\_\_\_  
(Hereinafter referred to as ‘**Second Party**’ which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, successors and assigns).

(Both the above hereinafter collectively referred to as ‘**Parties**’)

**WHEREAS** the Second Party has agreed to supply (Laboratory Reagents on Rental Basis PIC-073) (hereinafter referred as ‘Goods’) out of the fresh stock to the First Party on the following terms and conditions:

**NOW THIS AGREEMENT TO BE WITNESS AS FOLLOWS:**

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz
  - Award Letter
  - Financial Quotation
  - Bid Solicitation Documents (BSD) (Final)
  - Winning items list

**DEFINITIONS:**

- a. ‘**Consideration**’ means the price payable to the Second Party by the First Party under this Agreement Deed for the full and proper performance of its contractual obligations.
- b. ‘**Equipment**’ means all of the equipment, machinery, and/or other materials which the Second Party is required to supply to the First Party under this Agreement Deed.

- c. **‘Services’** means those services ancillary to the supply of the Equipment, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Second Party.
- d. **‘Project Site’** where applicable, means the place or places named in this Agreement Deed.
- e. **‘Day’** means a calendar day.
- f. **‘Corrupt Practice’** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- g. **‘Fraudulent Practice’** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- h. **‘Force Majeure’** means an event beyond the control of the Parties and not involving the Parties fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the First Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

#### **TERMS AND CONDITIONS:**

1. The Contract Agreement is made in light of Framework Contract (Rule31-A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014
2. **Duration of Contract will be 3 years. Initially contract will be signed for 3 years and may be renewed/extend for further periods of one (01) year on the same Terms and Conditions mutually agreed upon by the concerned parties.**
3. Second Party shall deliver and install the Equipment/Goods at the premises and precincts of Peshawar Institute of Cardiology.
4. The specification, quality, quantity of goods shall be in conformity to purchase orders, which shall be made part of this Agreement Deed. The Second Party shall include the ancillary Services attached with the Equipment/Goods.
5. A functional barcode system integrated all blood collection units within.
6. Second party will provide the UPS with minimum 2 hours’ backup for offered System.
7. Second will be responsible for maintenance, parts, batteries and operation of the UPS during the contract period.

8. Second Party will provide the equipment and its accessories and consumables and filters/resins required for RO WATER SUPPORT as per the requirement of offered System during the contract period. (If applicable)
9. All prerequisites required for installation of Data management system including hardware will be the responsibility of the second party. (If applicable)
10. All prerequisites required for installation of including (Electrical wiring, Electrical sockets, UPS, (online), WRO for SYSTEM and Assays) and Mechanical / Plumbing), to control heat dissipation in the SYSTEM room will be the responsibility of the Second Party. (If applicable).
11. Any complaint raised from First Party to Second Party shall be resolved within 24 hours.
12. If Second Party fails to resolve the complaint within 24 hours , Rs.5000/ Day will be charged to Second Party as penalty for delay.
13. The Equipment/goods 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.
14. The second party shall provide exactly the same item as per approved sample from First Party.
15. Any increase in quoted prices, until this contract validity, from Second Party will not be acceptable to First Party.
16. The Second Party will be liable to complete the supply within stipulated time limit i.e., 30 days after the issuance of the Purchase order and will be according to following schedule
  - a. Within 30 days from the date of issuance of supply order by the Purchasing Agency for items to be locally available
  - b. 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)
17. 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.
18. The Second Party warrants that the Equipment/Goods 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.

19. The First Party shall promptly notify the Second Party in writing of any claims arising under this warranty.
20. 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/Goods 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.
21. In case the Second Party failed to complete the supply till the due date i.e. 30 days from Issuance of the purchase order, a penalty as per detail below will be charged from the Second Party;
  - 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 31-150 Days from the due date of delivery.
22. The Second Party shall be responsible for the transportation of the Equipment/Goods 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.
23. 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/goods.
24. 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.
25. 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.

26. 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.
27. The Second Party shall provide such packing of the Equipment/goods 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.
28. 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.
29. 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.
30. The amount of performance security, as a percentage of the Contract Price, shall Not Be Required. However, the bid security of Rs. 200,000/- received at the time of bids submission shall be retained by Peshawar Institute of Cardiology as Performance Security till the end of contract period and will be released back to successful bidders after the expiry of contract period, subject to the condition that all contractual obligations related to supplies are fulfilled.
31. The Second Party shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under this Agreement Deed is the result of an event of Force Majeure.

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

32. 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.

33. A notice shall be effective when dispatched on the given address of the Parties in this Agreement Deed via above means.
34. 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.
35. The Equipment/goods shall be open to inspection at all times during the agreement period. The inspection shall be carried out by a representative from purchase, legal, quality control, finance or end using department.
36. 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.
37. 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.
38. 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.
39. 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
40. 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.
41. **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.



**UNDERTAKING ON BIDDERS LETTER HEAD**

**Important Note:**

All the bidders must submit this undertaking on their company letter head attached with technical bid at the time of bid submission on the following format.

1. I, \_\_\_\_\_ Owners / Director / Legal Attorney / Accredited representative of M/s \_\_\_\_\_, solemnly declare that,
2. M/s \_\_\_\_\_ have read the contents of the Bidding Document and have fully understood it.
3. That the financial instruments, statements of facts, data and documents being submitted by M/s \_\_\_\_\_ for the Tender vide PIC-073 dated \_\_\_\_\_ are true, genuine and correct.
4. Undertakes that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.
5. M/s \_\_\_\_\_ is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.
6. Bid Security (in original) is placed in the financial bid.
7. 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

List of Equipment		
S#	Description	Qty
1	Arterial Blood Gases (ABGs) with Electrolytes (Included Maintenance +QC + CAP Proficiency Testing)	1
2	Lab Reagent Coagulation Parameters (Included QC+CAP Proficiency Testing) PT Test (Prothrombin Time), APTT	1
3	Automated Urine Analyzer (Included QC+ CAP Proficiency Testing) Urine Test	1
4	Semi-Automated Urine Analyzer (Included QC+ CAP Proficiency Testing) Urine Test	1

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

## **Blacklistment Of Defaulted Bidder/Contractor**

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

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

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

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

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

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

- 1. Competent authority of Peshawar Institute of Cardiology may on information, or on its own motion, issue show cause notice to the bidder.
- 2. The show cause 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.

**Purchase Officer**  
PIC-MTI Peshawar

**Assistant Manager Purchase**  
PIC-MTI Peshawar

**Manager Material Management**  
PIC-MTI Peshawar

**Manager Laboratory**  
PIC-MTI Peshawar

**HOD Pathology**  
PIC-MTI Peshawar

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

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

**Director Finance**  
PIC-MTI, Peshawar

**Hospital Director**  
PIC-MTI, Peshawar

**Medical Director**  
PIC-MTI, Peshawar