



**PESHAWAR INSTITUTE OF CARDIOLOGY  
(MTI)  
BID SOLICITATION DOCUMENTS  
FOR  
SELECTION AND RATE CONTRACTING OF DRUG AND  
MEDICINES FOR THE YEAR 2023  
Tender Ref # PIC-057**

**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.

## TABLE OF CONTENTS

S #	Contents
1.	Introduction
2.	Instruction To Bidders
3.	Bid Security
4.	Bid Validity
5.	Eligibility Criteria/Mandatory
6.	General Conditions
7.	Invitation For Bids
8.	Statement of Requirement with Specification
9.	Evaluation And Comparison of Bids
10.	Blacklistment of Defaulted Bidder/Contractor
11.	Redressing of Grievances
12.	Award of Contract
13.	Payment
14.	Performance Security
15.	Annexures

## INTRODUCTION:

Peshawar Institute of Cardiology MTI invites sealed bids from the importer and Manufacturer for procurement of Drugs and medicine items for Hospital Open Competitive Bidding under rule 6(2) (a) “*Single Stage, One Envelope*” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

<i>Description</i>	<i>Dates</i>
<b>Pre-bid meeting</b>	<i>02 Nov 2022 Wednesday at 10:00 am</i>
<b>Tender Closing/Last submission</b>	<i>15 Nov 2022 Tuesday at 11:00 am</i>
<b>Tender Opening</b>	<i>15 Nov 2022 Tuesday at 11:30 am</i>
<b>Bid security</b>	<i>Rs. 200,000/-</i>
<b>Tender Process</b>	<i>Single Stage, One Envelope</i>
<b>Tender Validity/Prices Validity</b>	<i>From 1<sup>st</sup> Jan 2023 to 31<sup>st</sup> Dec 2023</i>

### 1. INSTRUCTIONS TO BIDDERS:

1. This Bidding procedure will be conducted in light of Framework Contract (Rule 31-A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.
2. **The rate shall be considered for Peshawar Institute of Cardiology PIC-MTI Peshawar**
3. Bid complete in all respect must reach the undersigned by 11:00 am on 15 Nov 2022 Tuesday which will be opened at 11:30 am on the same day in Material Management Department in the presence of the procurement committee and the bidders / representatives who choose to be present
4. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
5. 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.
6. The bid should be complete in all respect and must be signed by the bidder.
7. 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.

8. If any of the bidder requires any clarification regarding specification, Size, quality, or any other query, he may visit MMD(PIC) during working hours till deadline for submission of the bids.
9. Bidders should be financially sound and have proper office, telephone number and fax number in Khyber Pakhtunkhwa.
10. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
11. 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.
12. 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.
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. It is received after the date and time fixed for its receipt;
  - c. The tender document and the bid is unsigned from Bidder;
  - d. The offer is ambiguous;
  - e. The offer is conditional i.e. advance payment, or currency fluctuations etc.;
  - f. The offer is from blacklisted firm in any Federal / Provincial Govt. Deptt;
  - g. Hand written bids shall NOT be accepted; it must be typed.
14. Usage of correction fluid & corrections will not be considered unless duly signed by the authorize person.
15. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
16. In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.
- 17. Bidders are required to clearly mark on the envelop as Bid for “Drugs & Medicines (PIC-057)”**
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 Peshawar Institute of Cardiology MTI's future bids.
19. Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

### **3. BID SECURITY**

- (a) Bid security shall be submitted to the amount of PKR 200,000/- in shape of bank guarantee / Call Deposit Receipt (CDR) from schedule bank of Pakistan in favour of “Hospital Director Peshawar Institute of Cardiology PIC MTI”.

**(Pay order (PO) will not be acceptable.**

(b) Bid Security of the unsuccessful bidders shall be released as promptly as possible upon the successful Bidder's furnishing of the performance security;

(c) The bid security of the successful bidder will be considered as the performance security till the validity of tender/contract.

(d) The Bid security shall be forfeited:

- If a bidder withdraws his bid during the period of bid validity; or

(e) In the case of a successful bidder, if he fails to:

- Sign the contract agreement, in accordance with Para below.
  - Fails to supply as per purchase order.

### **4. BID VALIDITY:**

i. The bids should be valid for 90 days.

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

## 5. Eligibility Criteria/Mandatory

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

S #	Description	Remarks
	<b>Knock Out Clauses</b>	<b>YES/NO</b>
1.	The bidder shall be Registered with <b>FBR</b> and reflected on Active Tax Payer List ( <b>ATL</b> ) & KPK Professional tax;  (Provide copy of certificate of incorporation)	<b>Mandatory</b>
2.	<b><i>Manufacturer / Importer</i></b> (Provide the copy of attested relevant document)	<b>Mandatory</b>
3.	The bidder/firm must have minimum Three <b>(03) years relevant experience in the relevant field.</b>  (Purchase order/Firm registration should be attached)	<b>Mandatory</b>
4.	This undertaking should be tender specific. Submission of undertaking on legal valid and attested stamp paper that the firm is <b><i>NOT BLACKLISTED</i></b> by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.  (Provide copy of affidavit attached as annex in this document on non-judicial stamp paper)	<b>Mandatory</b>
5.	Bid security must be attached as mentioned in the advertisement/BSD	<b>Mandatory</b>
6.	All the bidders must submit the affidavit on letter head attached with the bid at the time of bid submission (Annex B)	<b>Mandatory</b>

## **6. GENERAL CONDITIONS: -**

The Supplier is: "the individual or firm supplying the Goods and Services under this Contract" and includes the following:

### **Manufacturer of A)**

Medicines in Pakistan, registered as such with the DRAP for the quoted item/s and regulated under the DRAP Act 2012 and the Rules framed thereunder; and

### **Importer of A)**

(A) Medicines duly authorized by the goods' Principal Manufacturer or producer to import / supply the said goods in Pakistan, as registered and regulated as such for the quoted item/s under the DRAP Act 2012 and Rules framed thereunder; and

### **Applicable Law**

The Contract shall be interpreted in accordance with all the relevant laws of Islamic Republic of Pakistan which include, but not limited to, the following legislations:

- The Drugs Act 1976 and Rules framed thereunder
  - The DRAP Act 2012 and Rules framed thereunder
  - The KPPRA Rules 2014
1. Peshawar Institute of Cardiology MTI shall evaluate the proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
  2. At any time prior to the deadline for submission of bids, Peshawar Institute of Cardiology MTI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
  3. If a bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
  4. Peshawar Institute of Cardiology MTI may accept or reject any or all of the bids under KPPRA Rules, 2014.
  5. Non-Provision of mandatory documents mention in these BSDs shall lead to disqualification of the firm / quoted items.
  6. **Bid document and required documents must be submitted in Hard Tape binding, Bids in the Clip or box file will not be allowed**
  7. The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or

managerial competence.

8. The Procuring Agency has the right to inspect the premises of bidder to inspect the setups ensuring proper after sales services, documents mentioned in technical bids and any other relevant details. Premises (office/workshop) of bidder shall be insured through ownership/or Rent agreement.
9. The Bid security shall be from bank account of the bidder. Ordinary cheque and Payment Order (PO) in the form of bid security shall result in bid rejection.
10. The Unit price quoted by the bidder shall be **inclusive** of all applicable duties and taxes. All prices shall include relevant taxes & duties, where applicable.
11. In case of the Importers/Authorized Dealers, the firm will ensure that the items are acquired from the original manufacturer and are procured through proper channel as advised by the original manufacturer.
12. Different models/ prices offered for a single item by the same bidder shall be considered as alternate bid and shall be non-responsive.
13. All reservations in BSDs shall be submitted in writing in the pre-bid meeting by authorized person/representative of the firm.
14. Rates will be valid till 31-Dec-2023.
15. 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)
16. The Penalty on late supply of goods shall be charged as under
  - i. Penalty @ 2% for late supply up to 15 days from the date for Purchase order
  - ii. Penalty @ 5% for late supply up to 30 days from the date for Purchase order.
  - iii. Penalty @ 10% for late supply beyond 30 days from the date for Purchase order.
  - iv. The bid security will be forfeited if the firms fail to supply the goods within 150 days after issuance of purchase order.



## **7. INVITATION FOR BIDS**

**REF No. PIC-057**

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 (Manufacturers/ Importers/Firm/Authorized Dealers / General Order Supplier/Distributor/sole proprietor as mentioned in BSD) registered with Income Tax and Sales Tax and reflected on Active Tax Payer (ATL) list of FBR for the Below mentioned Item. Detailed of items, specification, submission, Opening and method of evaluation is provided in bidding documents. Bid Security/earnest money is required to be submitted in shape of Call Deposit Receipt (CDR)/Bank Guarantee from schedule bank of Pakistan in favour Hospital Director Peshawar Institute of Cardiology

<b>Sr#</b>	<b>Name of item</b>	<b>Bid Security</b>	<b>Tender Process</b>
1	Surgical Disposable	100,000	<b>Single Stage Single Envelope</b>  <b>(Frame Work/Rate Contracting)</b>
2	Drug and Medicines	200,000	
3	CSSD items and Spare Parts for Boiler	100,000	
4	Hardware, Sanitary, Electrical & Civil works (Leftover)	200,000	
5	Calibration for Lab items	50,000	
6	Chemical and Safety Items	100,000	
7	Cardiac Monitors	<b>3% of the Total bid value</b>	<b>Single Stage Two Envelope</b>
8	Syringe Pumps		

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.

5. A complete set of Standard Bidding Document may be downloaded by interested Bidder from websites of Peshawar Institute of Cardiology (PIC-MTI) (<http://pic.edu.pk>) after publication of this advertisement in the newspaper till last day for submission of Bid.
6. Procurements will be carried out as per Act and Rules of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA).
7. A bid accompanied by Pay Order (PO) shall be rejected.
8. A Pre-Bid Meeting will be held on **Nov 02, 2022 at 10:00 AM (PST)** at the office of the Material Management Department, 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 Department, 1<sup>st</sup> Floor, OPD Building, of Peshawar Institute of Cardiology (PIC-MTI) on or before **Nov 15, 2022 at 11:00 AM (PST)**.
10. Bids shall be opened on the **same day at 11:30 PM (PST)** in the presence of bidders who choose to attend.
11. The advertisement is also available both on the websites of Peshawar Institute of Cardiology (PIC-MTI) (<http://pic.edu.pk>) and KPPRA (<http://kppra.gov.pk>).
12. Peshawar Institute of Cardiology (PIC-MTI) reserves the right to cancel any or all bids by assigning cogent reason under Rule 47 Khyber Pakhtunkhwa public procurement Regulatory Authority.

## 8. STATEMENT OF REQUIREMENT WITH SPECIFICATION

S.N	Hospital Specification	Dosage Form & Strength
	Generic name	
1.	Acetylsalicylic acid	Tab. 75mg
2.	Paracetamol	Tab. 500mg
3.	Ketorolac	Inj. 30mg/ml 1ml
4.	Paracetamol	Susp. 120mg/5ml 60ml
5.	Paracetamol	Susp. 250mg/5ml 60ml
6.	Acetylsalicylic acid (aspirin)	Dispersible. Tab. 300mg
7.	Pheniramine maleate 25 mg inj	Inj 25 mg
8.	Xylocaine 2% inj	Inj 2%
9.	Bupivacaine hydrochloride	Inj 5mg/ml 10ml
10.	Isoflurane	Liquid for Inhalation. 100ml
11.	Propofol	Inj. 10mg/ml 20ml
12.	Cefazolin 1 gm inj	Inj 1 gm
13.	Cefazolin 500 mg inj	Inj 500 mg
14.	Meropenem	Inj. 1g/vial
15.	Meropenem	Inj. 500mg/vial
16.	Piperacillin + tazobactam	Inj. 2. 25gm/Vial
17.	Piperacillin + tazobactam	Inj. 4. 5gm/Vial
18.	Cefotaxime	Inj. 250mg
19.	Cefoperazone + sulbactam	Inj. 1000mg+1000mg (2gm)
20.	Gentamycin sulphate	Inj. 80mg/2ml
21.	Ceftriaxone	Inj. 500mg
22.	Ceftriaxone	Inj. 1000mg
23.	Vancomycin	Inj. 500mg/Vial
24.	Vitamin k 10 mg inj	Inj 10 mg
25.	Naloxone	Amp 0.4mg/ml
26.	Protamine sulphate	1000 iu Inj
27.	Drotaverine	Inj. 40mg/2ml
28.	Adrenaline 1 mg/ml inj	Inj 1mg
29.	Tirofiban 0.25 mg inj	Inj 12.5 mcg
30.	Atropine 1mg/ ml	Inj 1mg
31.	Calcium gluconate 10 ml inj	Inj 10 ml
32.	Cardioplegia 200 mg inj	Inj 200 mg

33.	Amiodarone 150 mg inj	Inj 150 mg
34.	Digoxin 500 mcg inj	Inj 500 mcg
35.	Furosemide 20 mg inj	Inj 20 mg
36.	Metoprolol 5 mg inj	Inj 5 mg
37.	Milrinon lactate 10 mg inj	Inj 10 mg
38.	Nitrl 0.4 mg/dose spray	Spray 0.4Dose
39.	Digoxin 0.5 mg tab	Tab 0.5mg
40.	Spironolactone	Tab 25MG
41.	Propanolol	Tab 10MG
42.	Propanolol	Tab 40MG
43.	Isosorbide mononitrate	Tab 20mg
44.	Furosemide	Tab 20mg
45.	Furosemide	Tab 40mg
46.	Furosemide+amiloride	Tab 40MG+5MG
47.	Clopidogrel/aspirin	Tab 75mg/75mg
48.	Warfarin	Tab 1 mg
49.	Nitroglycrine	Inj 10MG/10ml
50.	Glyceryl trinitrate	Inj 50mg/50ml
51.	Spironolactone + furosemide	Tab 20 MG
52.	Spironolactone + furosemide	Tab 40MG
53.	Simvastatin	Tab 10MG
54.	Ramipril	Tab 2.5mg
55.	Ramipril	Tab 10mg
56.	Trimetazidine	Tab 35mg
57.	Rosuvastatin	Tab 20MG
58.	Rosuvastatin	Tab 5MG
59.	Rivaroxaban	Tab. 15mg
60.	Rivaroxaban	20mg
61.	Rivaroxaban	Tab. 10mg
62.	Spironolactone	Tab. 100mg
63.	Carvedilol	Tab. 6. 25mg
64.	Carvedilol	Tab. 12.5mg
65.	Carvedilol	Tab. 25mg
66.	Valsartan + hydrochlorothiazide	Tab. 80mg/12. 5mg
67.	Bisoprolol fumarate	Tab. 2. 5mg
68.	Bisoprolol fumarate	Tab. 5mg
69.	Bisoprolol fumarate	Tab. 10mg
70.	Streptokinase	Inj. 1. 5MIU
71.	Valsartan	Tab. 40mg
72.	Valsartan	Tab. 80mg

73.	Amlodipine + valsartan	Tab. 5mg/80mg
74.	Amlodipine + valsartan	Tab. 5mg/160 mg
75.	Losartan potassium	Tab. 50mg
76.	Isosorbide dinitrate	Inj 10mg/10ml
77.	Clopidogrel	Tab. 75mg
78.	Warfarin sodium 5mg	Tab. 5mg
79.	Metoprolol	Tab.100mg
80.	Metoprolol	Tab. 25mg
81.	Glyceryl trinitrate	Tab. 6. 4mg
82.	Glyceryl trinitrate 2.6	Tab 2.6 mg
83.	Ramipril	Tab. 5 mg
84.	Rosuvastatin	Tab. 10mg
85.	Lisinopril	Tab. 10mg
86.	Lisinopril	Tab. 5mg
87.	Captopril	Tab. 25mg
88.	Enoxaparin	Inj 40mg
89.	Enoxaparin	Inj 60mg
90.	Enoxaparin	Inj 80mg
91.	Dobutamine	Inj. 250mg/5ml
92.	Dopamine	Inj. 40mg/ml 5ml
93.	Heparin	Inj 5000IU/ml 5ml
94.	Metoprolol	Inj. 1mg/ml 5ml
95.	Noradrenaline / norepinephrine	Inj 1mg/ml 4ml
96.	Amlodipine besylate	Tab. 10mg
97.	Amlodipine besylate	Tab. 5mg
98.	Phenylephrine	Inj 10mg/ 1ml
99.	Atenolol	Tab. 100mg
100.	Atenolol	Tab. 50mg
101.	Adenosine	Inj 6mg/2ml
102.	Methyl prednisolone	Inj 80mg/2ml
103.	Methyl prednisolone	Inj 40mg/ml
104.	Triamcinolone	Inj 40MG
105.	Prednisolone	Tab. 5mg
106.	Dexamethasone	Inj. 4mg/ml
107.	Hydrocortisone	100mg Inj
108.	Hydrocortisone	250mg Inj
109.	Methyl prednisolone	Inj. 1000mg
110.	Methyl prednisolone	Inj. 500mg
111.	Fucidic acid+hydrocortisone	Ointment 10Gm

112.	Polymyxin b sulphate , bacitracin zinc,petroleum base 1gm	Eye Oint. 10000 iu+500iu/ gm, 6 gm
113.	Polymyxin b sulphate +bacitracin zinc	Oint. 10000 iu+500iu/ gm, 20 gm
114.	Magnesium sulphate 1 gm/2 ml inj	Inj 1 gm
115.	Magnesium sulphate 5 gm/10 ml inj	Inj 5 gm
116.	Potassium chloride	Tab 500MG
117.	Sodium bicarbonate	Tab
118.	Esomeprazole 40 mg inf	Inj 40 mg
119.	Esomeprazole	Cap 40MG
120.	Omeprazole	Cap 20MG
121.	Omeprazole	Cap 40MG
122.	Pantoprazole sodium	Tab. 40mg
123.	Metoclopramide	inj. 10mg/2ml
124.	Metoclopramide	Tab 10mg
125.	Ondansetron	inj8mg/4ml
126.	Dextrose 25% -25ml inf	Inj 25 ml
127.	Mannitol	Inf 20% 500ml
128.	Dextrose + sodium chloride	5% + 0. 45% IV Inf 500ml
129.	5% aminoacid+10% sorbitol	500 ml
130.	Dextrose 4.3% + 0.18% sodium chloride iv infusion-500ml	0. 18 % + 4. 3% IV Inf. 500ml
131.	Potassium chloride 7.4% ampoule -25ml	25ml
132.	Ringer lactate	Inf 500ml
133.	Ringer lactate	Inf 1000ml
134.	Sterile water for injection	5ml
135.	Normal saline	Inf. 100ml
136.	Normal saline	Inf. 1000ml
137.	Normal saline	Inf. 500ml
138.	Potassium chloride 7.4% ampoule -25ml	25ml
139.	Sodium bicarbonate 8.4% ampoule - 20ml	50ml
140.	Atracurium besylate	Inj. 10mg/ml (5ml)
141.	Cisatracurium	Inj 10mg/ml 5ml
142.	Gelatin polypeptide	Inf 4% 500ml
143.	Gelatin polypeptide	Inf 3. 5% 500ml
144.	Salt free albumin 20%	50ml Vial

145.	Midazolam 5 mg inj	Inj 5 mg
146.	Diazepam 10 mg inj	Inj 10 mg
147.	Bromazepam	Tab 3mg
148.	Alprazolam	Tab. 0. 5mg
149.	Dexmedetomidine	200 mcg/2ml
150.	Aminophylline 10 ml inj	Inj 10 ml
151.	Iron polymaltose	Drops 30ml
152.	Adenosine	Inj 6mg/2ml
153.	Iopromide	300mg/ml 100ml
154.	Iopromide	370mg/ml 100ml
155.	Iopromide	300mg/ml 50ml
156.	Iopromide	370mg/ml 50ml
157.	Iohexol	350mg/ml 100ml
158.	Iohexol	300mg/ml 50ml
159.	Iohexol	350mg/ml 50ml
160.	Iohexol	140mg/ml 50ml/100ml
161.	Iohexol	180mg/ml 50ml/100ml
162.	Iohexol	240mg/ml 50ml/100ml
163.	Gadopentetate dimeglumine	10/20ml
164.	Gadolinium based contrast	10/20 ml
165.	Gadodiamide	10/20ml
166.	Amphotericin b liposomal	50 mg/10ml
167.	Rosuvastatin+ezetimibe	All strengths
168.	Ranolazine	Tab 500 mg
169.	Adenosine	3mg/ml
170.	Verapamil	5mg/2ml
171.	Vasopressin	20units/ml
172.	Papaverine	30mg/ml
173.	Bosantan	Tab 62.5mg
174.	Furosemide	Tab 20mg, 40 mg
175.	Ticagrelor	Tab 90mg

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

## **9. EVALUATION AND COMPARISON OF BIDS**

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

## **10. 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 MTI.

#### **Procedure for Blacklistment and Debarment**

1. Competent authority of Peshawar Institute of Cardiology MTI may on information, or on its own motion, issue show cause notice to the bidder.
2. The show because notice shall contain the statement of allegation against the Bidder.
3. The bidder will be given maximum of seven days to submit the written reply of the show cause notice.
4. In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-parte against the bidder.
5. Direct to issue notice of personal hearing to the bidder/ authorized representative of the bidder and the competent authority shall decide the matter on the basis of available record and personal hearing, if availed.
6. The competent authority shall decide the matter within thirty days from the initiation of proceedings.
7. The order of competent authority shall be communicated to the bidder by indicating reasons.
8. The order past as above shall be duly conveyed to the KPPRA 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.

#### **11. 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.

## **12. Award of Contract:**

Contracts shall be confirmed through a written agreement signed between successful bidder and the Peshawar Institute of Cardiology MTI Peshawar attached as “Annex-B”.

## **13. Payment:**

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

## **14. Performance Security: -**

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

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

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

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

PIC-057

<b>S #</b>	<b>Item Description (Generic Name)</b>	<b>Brand Name</b>	<b>Dosage Form &amp; Strength</b>	<b>Pack Size</b>	<b>Rate offered including taxes</b>	<b>Remarks</b>

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

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

**UNDERTAKING ON BIDDERS LETTER HEAD**

**Important Note:**

All the bidders must submit the affidavit on letter head attached with the bid at the time of bid submission on the following format.

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

1. M/s \_\_\_\_\_ have read the contents of the Bidding Document and have fully understood it.
2. That the financial instruments, statements of facts, data and documents being submitted by M/s \_\_\_\_\_ for the Tender vide PIC-057 dated 15<sup>th</sup> NOV 2022 are true, genuine and correct.
3. Undertakes that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.
4. M/s \_\_\_\_\_ is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.
5. Bid Security (in original) is placed in the financial bid.
6. In case we fail to comply any of the aforesaid conditions or the documents submitted by M/s \_\_\_\_\_ is found false/forged, our tender will be cancelled forfeiting the Bid Security amount and debarring us from participation in future tenders of Medical Teaching Institution PIC, Khyber Pakhtunkhwa, for a period of one year.

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

**AGREEMENT DEED**

**FOR PROCUREMENT GOODS THROUGH FRAME WORK AGREEMENT**

**THIS AGREEMENT DEED** is made on this day of \_\_\_\_\_ in the year \_\_\_\_\_ and made effective with effect from \_\_\_\_\_ in the year \_\_\_\_\_ by and between; and this agreement is valid till 31- Dec 2023.

**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 xxxxxxxxxxxxxxxxxxxx**

Address: \_\_\_\_\_

(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 **DRUG AND MEDICINES – (PIC-057)** (hereinafter referred as 'Goods') out of the fresh stock to the First Party on the following terms and conditions:

**DEFINITIONS:**

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

Party is required to supply to the First Party under this Agreement Deed.

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

### **TERMS AND CONDITIONS:**

1. Second Party shall supply the ordered goods to the First Party exactly at the address of the official premises as given in the supply order issued to the former.
2. The Second Party shall be solely responsible for transportation, loading and / or unloading and staking of the supplied items till and at the time of delivery to the destination indicated by the First Party including any damage or untoward incidence, maintenance of required temperature and protection from light and other environmental conditions as well as other hazards that may possibly or potentially affect the safety, quality and efficacy of the supplied items.
3. The Supplier shall NOT claim or charge transportation, loading / unloading, labor or any other charges related to or in the name of logistics, accidents, insurance, freight, etc.
4. All the goods supplied shall conform to the specifications approved by the Drug Regulatory Authority of Pakistan (hereinafter referred to as the DRAP).

5. First Party shall arrange to obtain randomized sample/s of each item of the supplied goods belonging to the categories of medical devices, surgical disposables and non-drug items through notified Drug Inspector/s concerned for sending the same to the concerned Drug Testing Laboratory for Test / Analysis as provided in the Drugs Act 1976, DRAP Act 2012 and rules frame thereunder, subject to the condition/s that:
  - a. The supplied medical devices, surgical disposables, etc. declared in contravention to any provision of the Drugs Act 1976, DRAP Act 2012 and rules framed there under, shall be replaced by Second Party at no cost to the First Party, and at the sole risk and cost of the supplier, within 07 days from the date of intimation to the Second Party and / or his focal person. First Party shall arrange to obtain sample/s of the replaced goods as in clause-5 above, for the purpose of Test / Analysis as provided in the Drugs Act 1976, DRAP Act 2012 and rules frame thereunder; and
  - b. In case of non-supply or delayed supply of replacement items as in clause 5 (a), the Supplier shall be liable for penalties as in clause 15 of this contract agreement; and
  - c. All the contravened stock of medical devices, surgical disposables and non-drug items, as in clause 5(a) above, shall be the case property under the Drugs Act, 1976, and
  - d. The supplier shall be responsible to make / provide arrangements for appropriate storage of seized stock at his sole risk, cost and responsibility, but under the legal supervision of concerned Drug Inspector; and
  - e. In case the destruction of the seized stock, as in clause 5 (a), (c) and (d) above, is required to be undertaken under the applicable laws and rules, all the costs involved in the execution of decision and destruction, whatsoever, shall be borne by the supplier; and
  - f. any of the item/s, as in clause-5 above, if initially declared to be in contravention with the provision/s of Drugs Act 1976, but later on declared as of standard quality by the concerned Appellate Drugs Testing Laboratory, shall be returned to the supplier by the concerned Drug Inspector in a lawful manner.
6. Second Party shall supply the freshly manufactured goods having maximum possible long expiry dates to the First Party. All the goods supplied shall conform to specifications mentioned in Purchase orders, and to supply freshly manufactured goods to the First Party with the minimum remaining shelf life of at least 70%. In case, if the shelf life was less than 70%, then in case of no consumption, the goods shall be returned to the Second Party for replacement at the risk and cost of supplier. The company will be bound to replace the short expiry items whereby intimation would be given to the manufacturer or importer or their designated focal person as the case may be. Intimation may be done six months before the expiry of the respective item (s).
7. First Party shall recommend for taking legal / lawful action against the Second Party regarding non-supply, short supply, substituted supply, delayed supply or any other unlawful action / shortcoming, on the part of Second party, pertaining to the Drugs Act 1976 and / or the execution

of this contract agreement. The First Party shall take lawful / legal action against the Second Party in accordance with the clauses of this contract agreement as well as relevant laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern suchlike situation/s, which may include, but not limited to, blacklisting, forfeiture of earnest money and performance guarantee, etc.

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

#### **10. RATE VALIDITY:**

The Supplier agrees that the approved price of all individual items quoted in the financial bids shall remain valid till and up to 31-Dec-2023

11. The amount of performance security, as a percentage of the Contract Price, shall Not Be Required. However, the bid security of Rs. **200,000/-** received at the time of bids submission shall be retained by Peshawar Institute of Cardiology as Performance Security till the end of contract period and will be released back to successful bidders after the expiry of contract period, subject to the condition that all contractual obligations related to supplies are fulfilled.



## **12. WARRANTY:**

- a. For Drugs items the supplier shall provide warranty on prescribed form (2A), in accordance with the Drugs Act, 1976, to the Procuring / purchasing entity for each item supplied in response to supply orders.
- b. For Non-Drugs Items the supplier shall provide warranty to the First Party in accordance with Special Conditions of Contract as provided in the approved Standard Bidding Documents for this bidding competition, for each item supplied in response to supply orders.

## **13. PAYMENT SCHEDULE:**

Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the Second Party to the First Party immediately after complete supply of stock. The Second Party shall be bound to pay all sorts of government taxes, duties and stamp duties, imposed earlier or during the financial year by the Government of Pakistan or by the Provincial Government of Khyber Pakhtunkhwa on any supplied / purchased item.

## **14. FORCE MAJEURE:**

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

## **15. PENALTIES:**

- a. The supply of the ordered goods under this agreement shall be completed by the Second Party within thirty (30) days after the receipt of supply orders from the First Party except in situation/s covered under clause 14 above. In case of delay in supplies reaching to the First Party, the following penalties shall be imposed by the First Party entity upon the Second Party:
  - i. Penalty @ 2% for late supply up to 15 days from the date for Purchase order for the total amount of the supply order, for total number of items ordered in the same supply order issued to the Second Party, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the First Party irrespective of the number of items supplied late.

- ii. Penalty @ 5% for late supply up to 30 days from the date for Purchase order for the total amount of the supply order, for total number of items ordered in the same supply order issued to the Second Party, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the First Party, irrespective of the number of items supplied late.
- iii. Penalty @ 10% for late supply beyond 30 days from the date for Purchase order for the total amount of the supply order, for total number of items ordered in the same supply order issued to the Second Party, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the First Party, irrespective of the number of items supplied late.
- iv. After the expiry of the extended periods as in clause 14(a)(i)&(ii) above, the order shall stand cancelled to the extent of non-supplied items, and First Party shall have the right, duty and authority to impose any or all of the below mentioned penalties; that is
  - 1. Immediately debarring the Supplier from future participation and business for at least next three (03) calendar years with the Government of Khyber Pakhtunkhwa through PIC-MTI or any other health institution, project and / or Program directly or indirectly run or implemented by or through the provincial Health Department or autonomous Medical Teaching Institutions or district governments in Khyber Pakhtunkhwa; and / or
  - 2. The bid security will be forfeited if the firms fail to supply the goods within 150 days after issuance of purchase order.
  - 3. Initiating the process for and recommending for blacklisting of the Second Party with the Agencies as in clause 14(a)(iii)(1) above; and
  - 4. Proceeding for de-registration of item and / or the winning bidder by the DRAP as well as further judicial proceedings, if the situation so warrants in the opinion of First Party.
- b. The Second Party agrees to the effect that notwithstanding the provisions in this contract elsewhere and / or in the clause-15 (iii) (1) of this contract agreement and in addition to the provisions contained in and the implications arising thereof from any action taken under clause-15 (iii) (1), he/she shall be liable to be proceeded against under clause-15(a)(iii) also.
- c. In case, if the Second Party failed to supply the goods within 90 days, the hospital will arrange the supply of requisite from alternate suppliers at the risk and loss of the Second Party.
- 16. Each Clause of this Agreement Deed shall be and remain separate from and independent of and severable from all and any other Clauses herein except where otherwise indicated by the context of

this Agreement Deed. The decision or declaration that one or more of the Clauses are null and void shall have no effect on the remaining Clauses of this Agreement Deed.

17. In the event of any difference or dispute arising between the Parties or their representative agents regarding rights and liabilities of the parties or any other matter relating to this Agreement Deed may be referred to the Board of Governors of the First Party and their decision will be final in all aspects and the Second Party warrants to abide by the decision of the Board of Governors of the First Party and will be bound by the decisions.
18. This Agreement Deed may be reviewed at any stage with mutual consultation of both Parties, if required. All amendments or addition to this Agreement Deed must be in writing and signed by both Parties through addendum to this Agreement. No amendment of any provision of this Agreement Deed shall be valid unless the same shall be in writing and signed by the Parties
19. The validity, interpretation, construction and performance of this Agreement Deed shall be governed by the Laws of Khyber Pakhtunkhwa in Pakistan. This Agreement Deed shall be interpreted with all necessary changes in gender and in number as the context may require and shall convey to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

**IN WITNESS WHEREOF** the Parties mentioned above have carefully pursued the terms and condition embodied in this Agreement Deed and have executed the same, setting their signatures below, on the date and place mentioned above.

**Purchase officer  
PIC-MTI**

**AM Purchase  
PIC-MTI**

**Manager Material Management  
PIC-MTI**

**Bio-Medical Engineer  
PIC-MTI**

**Manager Pharmacy  
PIC-MTI**

**Chairman P & T Committee  
PIC-MTI**

**Director Finance  
PIC-MTI**

**Hospital Director  
PIC-MTI**