

PESHAWAR INSTITUTE OF CARDIOLOGY MEDICAL TEACHING INSTITUTION

Bid Solicitation Documents For Hiring Service for Monitoring and Analysis of Environmental tests (Air, water, stack emissions)

Framework Contract

REF: (PIC-059)

Single Stage Single Envelope

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

INTRODUCTION:

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

Peshawar Institute of Cardiology PIC-MTI Peshawar invites Item wise sealed bids for each category (mentioned in Statement of Requirement below) from the eligible for **Monitoring and Analysis of Environmental tests (Air, water, stack emissions)** 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: 29-11-2022 at 10:00 am
Tender Closing/Last submission	Date: 13-12-2022, Time:11:00
Tender Opening	Date: 13-12-2022, Time:11:30 Hours
Bid security	50,000/- Rs.
Tender Process	Single Stage Single Envelope
Prices Validity	120 days

INSTRUCTIONS TO BIDDERS:

- 1. This Bidding procedure will be conducted in light of Framework Contract (Rule 31-A)of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.
- 2. The rate shall be considered for Peshawar Institute of Cardiology PIC-MTI Peshawar.
 - 3. Bid complete in all respect must reach the undersigned by 11:00 hrs on 13/12/2022 which will be opened at 11:30 hrs on the same day in conference room in the presence of the procurement committee and the bidders / representatives who choose to be present.
- 4. Each Bidder SHALL write the name of the quoted brand along with complete specifications.
- 5. All the bidders are required to provide annexure wise complete requisite documents with page marking.
- 6. All prices quoted must be in Pak Rupees (PKR) and should include all applicable taxes. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes.
- 7. If any of the bidder requires any clarification regarding specification, Size, quality, orany other query, he may visit MMD(PIC) during working hours till deadline for submission of the bids.
- 8. Bidders should be financially sound and have proper office, telephone number and fax number in Khyber Pakhtunkhwa.
- 9. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
- 10. The Bidder may after its submission withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.
- 11. Any bid not received as per terms and conditions laid down in this document areliable 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:
- 12. Usage of correction fluid & corrections will not be considered unless duly signed by the authorize person.

- 13. Joint venture / consortium are not eligible for this tender.
- 14. In case of Bid Tie, the contract will be awarded to the firm provide the better Quality.
- 15. Bidders are required to clearly mark on the envelop as Bid for "Monitoring and Analysis of Environmental tests (Air, water, stack emissions)"
- 16. 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.
- 17. Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

BID SECURITY FOR HIRING SERVICE FOR MONITORING AND ANALYSIS OF ENVIRONMENTAL TESTS (AIR, WATER, STACK EMISSIONS)

- (a) Bid security shall be submitted to the amount of PKR 50,000/- in shape of bankguarantee / Call Deposit Receipt (CDR) from schedule bank of Pakistan in favorof "Hospital Director Peshawar Institute of Cardiology PIC MTI". A bid accompanied by Pay Order (PO) shall be rejected as non-responsive.
- (b) Bid Security of the unsuccessful bidders shall be released as promptly aspossible upon the successful Bidder's furnishing of the performance security;
- (c) The bid security of the successful bidder will be consider as the performancesecurity till the validity of tender/contract.

(d) The Bid security shall be forfeited:

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

3. **BID VALIDITY:**

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

Eligibility Criteria/Mandatory

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

S #	Description	Remarks
	Knock Out Clauses	YES/NO
	Authorization Certificate, or Partnership Deed with Lab (For Potable Water Analysis and Water Chemical Analysis: ISO 17025:2017 certified lab and for water culture and sensitivity any JCIA accredited hospital lab)	Mandatory
1.	The bidder shall be Registered with FBR for Income Tax and Sales Tax and reflected on ActiveTax Payer List (ATL);	Mandatory
2	(Provide copy of certificate of incorporation) The Bidder shall be Registered with Khyber Pakhtunkhwa Provincial Revenue Authority (KPRA) in sale tax on services and reflected on ActiveTax Payer List; (Attach certificate of registration).	
3	The firm Must be ISO 17025 certified laboratory. Certificate should be attached	Mandatory
4.	Successfully completed at least three (03) contracts, in last three (03) years; (relevant field as per tender) (Attach contract agreements/completion certificates/Purchase orders).	Mandatory
5	Undertaking on Bidder Letter Head as provided in Annexure -C in page No. 19	Mandatory
6.	This undertaking should be tender specific. Submission of undertaking on legal valid and attested stamp paper that the firm is NOT BLACKLISTED by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.	Mandatory
7.	(Provide copy of affidavit attached as annex in this document on non-judicial stamp paper) Bid security Shall be attached as mentioned in the advertisement/BSD	Mandatory

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 andensuring value for money.
- **6.** All the bidders will strictly follow the rate form attached as "Annexed-A"

Other Terms & Conditions of the Market

- 1. This Bidding procedure will be conducted in light of Framework Contract (Rule 31-A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.
- 2. All the bidders will strictly follow the rate form attached as "Annexed-A"
- 3. Contracts shall be confirmed through a written agreement signed between successfulbidder and the PIC-MTI Peshawar (**Draft attached as "Annex-B"**)
- **4.** All the bidders will sign the Affidavit attached as "Annex-C"
- 5. Due to framework contract rate quoted by the bidder shall be valid till closing of Current Financial Year i.e December 31th 2023. (Extendable for 1 year)
- 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.
- 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.
- 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.
- 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.

- 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. 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.
- 12. If the successful firm fails / delays in performance of any of the obligations, under the Contract / Letter of Award, violates any of the provisions of the Contract / Letter of Award, commits breach of any of the terms and conditions of the Contract / Letter of Award or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Award or during the execution of the contract / Letterof 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 futuretenders in public sector, as per provision of KP Procurement Rules, 2014.

Providing Services & Penalties.

Providing Services.

- 1. The Penalty on late supply of goods shall be charged as under
- 2. The supply should be completed within 30 days for Local Items and 90 days for imported items. The Penalty on Late Supply of Goods Shall Be Charged As:
- 3. 1; Penalty @2% For Late Supply within 15 Days from due date of delivery.
- 4. 2-: Penalty @ 5% For Late Supply within 16-30 Days from due date of delivery.
- 5. 3-: Penalty @ 10% For Late Supply within 30-150 Days from the due date of delivery.
- 6. 4: The Bid Security Will Be Forfeited If the Firms Fails to Supply the Goods beyond 150 from the due date of delivery.

a.

Award of Contract:

- a. Promptly after issuance of Letter of Award, the Employer shall send the successful Bidder the Form of Contract.
- b. Within fourteen (14) days of receipt of the Form of Contract, the successful Bidder shall sign, date, and return it to the Employer "Annex-B"

PRICES: -

The unit rate and the prices to be quoted by the bidder shall be in Pak Rupees. The bidder shall fill in rates and prices for all items of the Statement of Requirement. All duties, taxes and other levies payable by the Contractor under the Contract shall be included in the rates and prices. The rates and prices are fixed and are not subject to change during currency of the contract.

Payment:

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

Performance Security: -

The bid security shall be retained till the closing of the contract period i.e 31-12-2023, however no performance security shall be sought from the successful bidders. However, if the contract extend then the bid security shall be valid till the extendable period.

Annex: "A"

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-059	
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Environmental Tests Parameters	Rate With Taxes
Stack Emission	
CO2	
O2	
СО	
SO2	
NO2	
NO	
NOX	
Smoke	
Particulate matter	
Pathology Waste water (Chemical analysis)	
Temperature	
Ph	
Oil and grease	
Total dissolved solids (TDS)	
Total Suspended solids (TSS)	
Chemical oxygen demand (COD)	
Detergents, anionic	
Total phenols	
Nh3 (ammonia)	
Biochemical oxygen demand (BOD) 20C	
Cyanide	
Flouride	
Sulphate	
Chloride	
Chlorine, residual	

manganese nickle selenium silver zinc Mercury Chloropesticide Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	Environmental Tests Parameters	Rate With Taxes
Total toxic metal Arsenic barium boron cadmium chromium copper iron lead manganese nickle selenium silver zinc Mercury Chloropesticide Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	Sulphide	
barium boron cadmium chromium copper iron lead manganese nickle selenium silver zinc Mercury Chloropesticide Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chloride Chloride Chlorine, residual Flouride F		
boron cadmium chromium copper iron lead manganese nickle selenium silver zinc Mercury Chloropesticide Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	Arsenic	
cadmium chromium copper iron lead manganese nickle selenium silver zinc Mercury Chloropesticide Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	barium	
chromium copper iron lead manganese nickle selenium silver zinc Mercury Chloropesticide Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	boron	
copper iron lead manganese mickle selenium silver zinc Mercury Chloropesticide Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	cadmium	
iron lead manganese nickle selenium silver zinc Mercury Chloropesticide Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	chromium	
lead manganese nickle selenium silver zinc Mercury Chloropesticide Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	copper	
manganese nickle selenium silver zinc Mercury Chloropesticide Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	iron	
nickle selenium silver zinc Mercury Chloropesticide Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	lead	
selenium silver zinc Mercury Chloropesticide Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	manganese	
silver zinc Mercury Chloropesticide Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	nickle	
zinc Mercury Chloropesticide Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	selenium	
Mercury Chloropesticide Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	silver	
Chloropesticide Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	zinc	
Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	Mercury	
Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	Chloropesticide	
Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	Potable water (Chemical analysis)	
Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	Turbidity	
Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	Ph	
Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	Color	
Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	Odour	
Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	Taste	
Nitrate, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	Total dissolved solid (TDS)	
Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	Total hardness, as CaCO3	
Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	Nitrate, Nitrogen	
Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	Nitrite, Nitrogen	
Chlorine, residual Flouride Total Toxic metal Arsenic Antimony	Cyanide	
Flouride Total Toxic metal Arsenic Antimony	Chloride	
Total Toxic metal Arsenic Antimony		
Arsenic Antimony		
Antimony		
<i>t</i> mullimum	Aluminium	

Environmental Tests Parameters	Rate With Taxes
barium	
boron	
cadmium	
chromium	
copper	
iron	
lead	
manganese	
nickle	
selenium	
zinc	
Mercury	
Total coli form	
Faecel coli form (E.coli)	
RO water (Chemical analysis)	
Turbidity	
Ph	
Color	
Odour	
Taste	
Total dissolved solid (TDS)	
Total hardness, as CaCO3	
Nitrate, Nitrogen	
Nitrite, Nitrogen	
Cyanide	
Chloride	
Chlorine, residual	
Flouride	
Total Toxic metal	
Arsenic	
Antimony	
Aluminium	
barium	
boron	
cadmium	

Environmental Tests Parameters	Rate With Taxes
chromium	
copper	
iron	
lead	
manganese	
nickle	
selenium	
zinc	
Mercury	
Primary water source + Alternate water source (Chemical a	analysis)
Turbidity	
Ph	
Color	
Odour	
Taste	
Total dissolved solid (TDS)	
Total hardness, as CaCO3	
Nitrate, Nitrogen	
Nitrite, Nitrogen	
Cyanide	
Chloride	
Chlorine, residual	
Flouride	
Total Toxic metal	
Arsenic	
Antimony	
Aluminium	
barium	
boron	
cadmium	
chromium	
copper	
iron	
lead	

manganese	
Environmental Tests Parameters	Rate With Taxes
nickle	
selenium	
zinc	
Mercury	
Total coli form	
Faecel coli form (E.coli)	
Analysis of Legionella in chiller water	
Legionella	
Swab for legionella	
Analysis of Air	
Legionella	
Potable water (Microbiological analysis)	
Total coliforms	
E. coli	
Enterococci	
Total viable count	
RO water (Bacterial Growth)	
Total Viable Microbial Count	
RO water (Endotoxin)	
Endotoxin level	
Non-Potable water (Microbiological Analysis)	
Total coliforms	
E. coli	
Enterococci	
Total viable count	

Signature of Bidder	

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

Annex: "B"

DRAFT AGREEMENT DEED

FOR HIRING OF SERVICES THROUGH FRAME WORK AGREEMENT MONITORING AND ANALYSIS OF ENVIRONMENTAL TESTS (AIR, WATER, STACK EMISSIONS) PIC -059

THIS AGREEMENT DEED is made on this day _____ of month_____ year 2022 by and between; and will expire on _____ day of month_____ year ____

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

[XXXXXXXXXXXXXXXX]

(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 for [Monitoring and Analysis of Environmental tests (Air, water, stack emissions)PIC- 057] (hereinafter referred as 'Service') under 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
- Terms and Conditions
- Award Letter
- Financial Quotation
- Bid Solicitation Documents (BSD)

Name of Contract: Monitoring and Analysis of Environmental tests (Air, water, stack emissions)

Contract Number: Monitoring and Analysis of Environmental tests (Air, water, stack emissions) PIC-059

Completion Period: Rate Contract/Frame Work Agreement.

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. 'Fixed Price' The price quoted by the Supplier shall remain firm and fixed and not subject to any adjustment during contract performance.: 3
- c. 'Applicable Law' The agreement shall be interpreted in accordance with the law of

Islamic Republic of Pakistan.

- d. 'Equipment/Goods' means all of the equipment, Goods, machinery, and/or other materials which the Second Party is required to supply to the First Party under this Agreement Deed.
- e. '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.
- f. 'Project Site' where applicable, means the place or places named in this Agreement Deed.
- g. 'Day' means a calendar day.
- h. '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.
- i. '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
- j. benefits of free and open competition.
- k. 'Resolution of Disputes' The First Party and the Second Party shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Agreement Deed. In the case of a dispute between the First Party and the Second Party, the dispute shall be settled in accordance with the provisions of the Arbitration Act, 1940 of Pakistan.
- 1. **'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. Prices contained in the Agreement Deed shall remain firm and fix and not subject to any adjustment during currency of the contract.
- 2. The Second Party shall confirm compliance with the specifications mentioned in the Statement of Requirement with Specification.
- 3. The Second Party will in all cases abide by the directions of the Manager/Officer in charge of the First Party.

- 4. No part of the Statement of Requirement with Specification shall be subcontracted without prior approval of the First Party.
- 5. New items of work performed as ordered by the Manager/Officer in charge of the First Party will be paid at the mutually agreed rate and in case of any disagreement between the Second Party and the Manager/Officer in charge of the First Party, the latter will fix the unit rate(s) that will be binding on the Contractor;
- 6. The Law governing the contract shall be applicable laws of Islamic Republic of Pakistan;
- 7. The Second Party shall be responsible for the safety of all the activities and any damages to the existing infrastructure on the Site. Second Party shall be responsible for the repair of any damage(s) caused during execution of the contract and bringing it back the condition before damage to the satisfaction of Manager/Officer in charge of the First Party.
- 8. The Second Party is responsible for all taxes, duties. levies, etc. in accordance with the laws of the Islamic Republic of Pakistan; and
- 9. Payments to the Second Party shall be made after completion of Services.
- 10. In case the Second Party failed to complete the Service till the due date i.e., 30 days from issuance of Purchase Order, a penalty as per detail below will be charged from the Second Party;

Providing Services & Penalties.

Providing Services.

- 1. The schedule for providing of Service shall be as under:
 - i. Within 30 days from the date of issuance of Purchase order by the Purchasing Agency for Calibration of Lab Items
- 2. The Penalty on late Service beyond 30 days shall be charged as under
 - i. Penalty @ 2% for late Service up to 15 days from the date for Purchase order
 - ii. Penalty @ 5% for late Service up to 30 days from the date for Purchase order.
 - iii. Penalty @ 10% for late Service beyond 30 days from the date for Purchase order.
 - iv. The bid security will be forfeited if the firms fails to provide Service with in 150 days after issuance of purchase order.
- 11. The First Party reserves the right to terminate the contract due to unsatisfactory performance within 30 working days after giving a written notice.
- 12. The Second Party shall be responsible for the transportation of the Equipment and the transportation charges incurred thereof. The Second Party shall complete the Services within the stipulated period as mentioned in the supply order/ Purchase Order 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 complete the Services within the stipulated period, the First Party will be at liberty to make an alternate arrangement at the risk and cost of Second Party and the Second Party shall be liable to pay the entire cost/amount to the alternate supplier according to the demand of the First Party. In the event of commuting a default the First Party will be at liberty to take any civil/criminal legal action against the Second Party in accordance with law. A fine up to ten percent (10%) of the Consideration shall also be inflicted against the Second Party.

- 13. The disputes between the First Party and the Second Party arising between them under or in connection with the Contract shall be resolved amicably. In the event the dispute remains unresolved between the Employer and the Contractor, the dispute shall be settled in accordance with the provision of the Arbitration Act 1940 of Pakistan.
- 14. 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.
- 15. 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
- 16. A Certificate of Calibration will be issued for each successful calibration by the concerned department head.
- 17. Completion certificate shall be issued by the BFM department head after successfully completion of calibration process.
- 18. The payment shall be made on performance basis. Performance certificate shall be issued by the concerned department head; otherwise contractor bills will not be entertained.
- 19. 2nd party is responsible to submit the final calibration report to head of BFM Department with performance and completion certificate signed by concerned department heads.
- 20. 2nd party is responsible to perform the calibration process under ISO slandered rules

Hospital Director	[Mention Name]
Peshawar Institute of Cardiology	[Designation]
For & On Behalf of First Party	M/S
XXXXXXXXXXX	

WITNESSES

FOR FIRST PARTY

FOR SECOND PARTY

No.1.:	No.1.:
Name	Name
C.N.I.C No.:	C.N.I.C No.:
Contact No.:	Contact No.:
No.2.:	No.2.:
Name	Name
C.N.I.C No.:	C.N.I.C No.:
Contact No.:	Contact No.:

Annex: "C"

UNDERTAKING ON BIDDERS LETTER HEAD

Important Note:

	All the bidders must submit the original affidavit on non-judicial stamp paper attached with technical bid at the time of bid submission on the following format.
	I,Owners / Director / Legal Attorney / Accreditedrepresentative of M/s, solemnly declare that,
1.	M/shave read the contents of the Bidding Document andhave fully understood it.
2.	That the financial instruments, statements of facts, data and documents being submitted by M/s for the Tender vide PIC-059 dated are true, genuine and correct.
3.	Undertakes that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.
4.	M/sis 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/sis found false/forged, our tender will be cancelled forfeiting the Bid Security amount and debarring us from participation in future tenders of MedicalTeaching Institution PIC, Khyber Pakhtunkhwa, for a period of one year.
	Signature with Seal of the Deponent (bidder)

STATEMENT OF REQUIREMENT WITH SPECIFICATION

Environmental Tests Parameters	Frequency
Stack Emission	Annually
CO2	
O2	
CO	
SO2	
NO2	
NO	
NOX	
Smoke	
Particulate matter	
Pathology Waste water (Chemical analysis)	Annually
Temperature	
Ph	
Oil and grease	
Total dissolved solids (TDS)	
Total Suspended solids (TSS)	
Chemical oxygen demand (COD)	
Detergents, anionic	
Total phenols	
Nh3 (ammonia)	
Biochemical oxygen demand (BOD) 20C	
Cyanide	
Flouride	
Sulphate	
Chloride	
Chlorine, residual	
Sulphide	
Total toxic metal	
Arsenic	
barium	
boron	
cadmium	
chromium	

iron lead manganese nickle selenium silver zinc Mercury Chloropesticide Potable water (Chemical analysis) Annually Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper		
lead manganese nickle selenium silver zinc Mercury Chloropesticide Potable water (Chemical analysis) Annually Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	copper	
manganese nickle selenium silver zine Mercury Chloropesticide Potable water (Chemical analysis) Annually Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	iron	
nickle selenium silver zine Mercury Chloropesticide Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	lead	
selenium silver zinc Mercury Chloropesticide Potable water (Chemical analysis) Annually Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chloride Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	manganese	
silver zinc Mercury Chloropesticide Potable water (Chemical analysis) Annually Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium chromium copper	nickle	
zinc Mercury Chloropesticide Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	selenium	
Mercury Chloropesticide Potable water (Chemical analysis) Annually Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	silver	
Chloropesticide Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	zinc	
Potable water (Chemical analysis) Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	Mercury	
Turbidity Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	Chloropesticide	
Ph Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	Potable water (Chemical analysis)	Annually
Color Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	Turbidity	
Odour Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	Ph	
Taste Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	Color	
Total dissolved solid (TDS) Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	Odour	
Total hardness, as CaCO3 Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	Taste	
Nitrate, Nitrogen Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	Total dissolved solid (TDS)	
Nitrite, Nitrogen Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	Total hardness, as CaCO3	
Cyanide Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	Nitrate, Nitrogen	
Chloride Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	Nitrite, Nitrogen	
Chlorine, residual Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	Cyanide	
Flouride Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	Chloride	
Total Toxic metal Arsenic Antimony Aluminium barium boron cadmium chromium copper	Chlorine, residual	
Arsenic Antimony Aluminium barium boron cadmium chromium copper	Flouride	
Antimony Aluminium barium boron cadmium chromium copper	Total Toxic metal	
Aluminium barium boron cadmium chromium copper	Arsenic	
barium boron cadmium chromium copper	Antimony	
boron cadmium chromium copper	Aluminium	
cadmium chromium copper	barium	
chromium copper	boron	
copper	cadmium	
	chromium	
	copper	
L	iron	
lead	lead	

manganese	
nickle	
selenium	
zinc	
Mercury	
Total coli form	
Faecel coli form (E.coli)	
RO water (Chemical analysis)	Annually
Turbidity	
Ph	
Color	
Odour	
Taste	
Total dissolved solid (TDS)	
Total hardness, as CaCO3	
Nitrate, Nitrogen	
Nitrite, Nitrogen	
Cyanide	
Chloride	
Chlorine, residual	
Flouride	
Total Toxic metal	
Arsenic	
Antimony	
Aluminium	
barium	
boron	
cadmium	
chromium	
copper	
iron	
lead	
manganese	
nickle	
selenium	

zinc	
Mercury	
Primary water source + Alternate water source (Chemical analysis)	Annually
Turbidity	
Ph	
Color	
Odour	
Taste	
Total dissolved solid (TDS)	
Total hardness, as CaCO3	
Nitrate, Nitrogen	
Nitrite, Nitrogen	
Cyanide	
Chloride	
Chlorine, residual	
Flouride	
Total Toxic metal	
Arsenic	
Antimony	
Aluminium	
barium	
boron	
cadmium	
chromium	
copper	
iron	
lead	
manganese	
nickle	
selenium	
zinc	
Mercury	
Total coli form	
Faecel coli form (E.coli)	
Analysis of Legionella in chiller water	Annually

Legionella	
Swab for legionella	
Analysis of Air	Annually
Legionella	
Potable water (Microbiological analysis)	Quarterly
Total coliforms	
E. coli	
Enterococci	
Total viable count	
RO water (Bacterial Growth)	Monthly
Total Viable Microbial Count	
RO water (Endotoxin)	Monthly
Endotoxin level	
Non-Potable water (Microbiological Analysis)	Quarterly
Total coliforms	
E. coli	
Enterococci	
Total viable count	

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 goodconduct and integrity of the public procurement process.
- VII. Persistent and intentional violation of important conditions of contract.
- VIII. Non-adherence to quality specifications despite being importunately pointed out.
- IX. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the Peshawar Institute of Cardiology Peshawar.

Procedure for blacklistment and debarment

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

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 beforwarded 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-optedmember for grievance.