



**PESHAWAR INSTITUTE OF CARDIOLOGY
MEDICAL TEACHING INSTITUTION**

**BID SOLICITATION DOCUMENTS FOR
REFILLING OF TONERS
2nd TIME**

Framework Contract

REF: (PIC-063)

S#	Description	Bid Security	Tender Process
1	REFILLING OF TONERS	100,000	Single Stage Single Envelop

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 **“Refilling of Toners 2nd time”** through Open Competitive Bidding under rule 6(2) (a) **“Single Stage Single Envelope”** bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

<i>Description</i>	<i>Dates</i>
Pre-bid meeting	Date: 13-04-2023 at 10:00 am
Tender Closing/Last submission	Date: 02-05-2023, Time:11:00 Hours
Tender Opening	Date: 02-05-2023, Time:11:30 Hours
Bid security	100,000/- Rs.
Tender Process	<i>Single Stage Single Envelope</i>
Tender Validity/Prices Validity	<i>31st December 2023.</i>

INVITATION FOR BIDS

REF No. PIC-063

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 KPRA and reflected on Active Tax Payer (ATL) list of FBR for the Below mentioned Item. Detailed of items, specification, submission, Opening and method of evaluation is provided in bidding documents. Bid Security/earnest money is required to be submitted in shape of Call Deposit Receipt (CDR)/Bank Guarantee from schedule bank of Pakistan in favour Hospital Director Peshawar Institute of Cardiology

Sr#	Name of item	Tender Process	Bid Security	Remarks
1	Designing, Supply, Installation, Testing and Commissioning of Negative Pressure Rooms	Single Stage Two Envelope	04% of the total bid value	2nd time
2	AVR for Data Centre (three phase)	Single Stage Single Envelope	04% of the total bid value	
3	Refilling of Toners		100,000	
4	Air Compressor with Tank (100 ltr)			

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), KPRA and Professional Tax or any other Government tax will be charged as per rules. The quoted prices should include all the taxes.
5. A complete set of Standard Bidding Document may be downloaded by interested Bidder from websites of Peshawar Institute of Cardiology (PIC-MTI) (<http://pic.edu.pk>) after publication of this advertisement in the newspaper till last day for submission of Bid.
6. Procurements will be carried out as per Act and Rules of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA).
7. A bid accompanied by Pay Order (PO) shall be rejected.
8. A Pre-Bid Meeting will be held on **April 13th, 2023 at 10:00 AM (PST)** at the office of the Manager Material Management, 1st Floor, OPD Building, of Peshawar Institute of Cardiology (PIC-MTI). Prospective Bidder are encouraged to attend the meeting.
9. Bids are to be delivered to the office of the Manager Material Management, 1st Floor, OPD Building, of Peshawar Institute of Cardiology (PIC-MTI) on or before **May 02nd, 2023 at 11:00 AM (PST)**.

10. Bids shall be opened on the same day at **11:30 AM (PST)** in the presence of bidders who choose to attend.
11. The advertisement is also available both on the websites of Peshawar Institute of Cardiology (PIC- MTI) (<http://pic.edu.pk>) and KPPRA (<http://kppra.gov.pk>).
12. Peshawar Institute of Cardiology (PIC-MTI) reserves the right to cancel any or all bids by assigning cogent reason under Rule 47 Khyber Pakhtunkhwa public procurement Regulatory Authority.

**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.
- 1.2. The rate shall be considered for Peshawar Institute of Cardiology PIC-MTI Peshawar
- 1.3. Bid complete in all respect must reach the undersigned by **11:00 hrs on 02-05-2023** (Tuesday) which will be opened at 11:30 hrs on the same day in the office of Manager Material Management, 1st floor, OPD block, in the presence of the procurement committee and the bidders / representatives who choose to be present.
- 1.4. Each Bidder SHALL write the name of the quoted brand along with complete specifications.
- 1.5. All the bidders are required to provide annexure wise complete requisite documents with page marking.
- 1.6. All prices quoted must be in Pak Rupees (PKR) and should include all applicable taxes. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes.
- 1.7. If any of the bidder requires any clarification regarding specification, Size, quality, or any other query, he may visit MMD(PIC), 1st floor, OPD block, during working hours till deadline for submission of the bids.
- 1.8. Bidders should be financially sound and have proper office, telephone number and fax number in Khyber Pakhtunkhwa.
- 1.9. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
- 1.10. The Bidder may after its submission withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.
- 1.11. The bidder must attach the original receipt along with the bidding document submitted to this institution. In case of photocopy, bank draft of equal amount must be attached.
- 1.12. Any bid not received as per terms and conditions laid down in this document is liable to be ignored. No offer shall be considered if:
 - a. Received without bid security as mentioned in BSD.
 - b. Received after the date and time fixed for its receipt;
 - c. The tender document and the bid unsigned;
 - d. The offer is ambiguous;

- e. The offer is conditional;
- f. The bidder is from blacklisted firm in any Federal / Provincial Govt. Deptt:

- 1.13. Usage of correction fluid & corrections will not be considered unless duly signed by the authorize person.
- 1.14. Joint venture / consortium is not eligible for this tender.
- 1.15. In case of Bid Tie, the contract will be awarded to the firm provide the better Quality.
- 1.16. Bidders are required to clearly mark on the envelop as Bid for “**Refilling of Toners PIC-063 2nd time**”.
- 1.17. Any direct or indirect effort by a bidding firm to influence this institution during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the PIC future bids.
- 1.18. Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

2. General And Special Conditions of Contract

2.1. Language

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

2.2. Bid Security

- I. Bid security shall be submitted to the amount of PKR 100,000/- in shape of original bank guarantee / Call Deposit Receipt (CDR) from schedule bank of Pakistan, excluding microfinance banks, in favor of “Hospital Director Peshawar Institute of Cardiology PIC MTI”. A bid accompanied by Pay Order (PO) shall be rejected as non-responsive.
- II. Bid Security of the unsuccessful bidders shall be released as promptly as possible upon the successful Bidder's furnishing of the performance security;
- III. The bid security of the successful bidder shall be considered as the performance security till the validity of tender/contract.

2.3. The Bid security shall be forfeited:

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

2.4. Place of Delivery

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

2.5. Inspection Of Goods on Delivery

Before payment, the 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 i.e., 31-12-2023, 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 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 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.

3. Qualification/Eligibility /Mandatory Criteria

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

S #	Description	Remarks
	Knock Out Clauses	YES/NO
1.	The bidder shall be Registered with FBR for Income Tax and Sales Tax and reflected on ActiveTax Payer List (ATL); (Provide copy of certificate of incorporation)	Mandatory
2	The bidder shall be Registered with Khyber Pakhtunkhwa Revenue Authority and reflected on ActiveTax Payer List (ATL);	Mandatory
3	Bidder must have Three (03) years' experiences in Refilling of Toners and supply of refurbished toners Note: Bidder Must attached Purchase Orders/LOIs/Delivery Challan of Government/Semi Government/Renowned Private Hospitals/institution	Mandatory
4	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. (Provide copy of affidavit attached as annex in this document on non-judicial stamp paper)	Mandatory
5	Undertaking on Bidder Letter Head as provided in Annexure -C (page No. 23)	Mandatory
6	Bid security Shall be attached as mentioned in the advertisement/BSD	Mandatory

4. Evaluation And Comparison of Bids

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

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

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

6. Disputes And Controversies/Dispute Resolution

- i. PIC-MTI shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPP Redressal Rules 2014.
- ii. If a bidder is not satisfied with the decision of the Committee, he may take recourse to the KPK PPRA.
- iii. The mere fact of lodging a complaint shall not warrant suspension of procurement process.
- iv. Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by PPRA whose decision will 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 cancel the Contract and to purchase the goods elsewhere on the supplier 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 cancellation hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive

9. Termination

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

9.1. Termination by the Client

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

9.2. Termination by the Supplier

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

10. Other Terms & Conditions of The Market

- 10.1. This Bidding procedure will be conducted in light of Framework Contract (Rule 31-A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.
- 10.2. All the bidders will strictly follow the rate form attached as “**Annexed-A**”
- 10.3. Contracts shall be confirmed through a written agreement signed between successful bidder and the PIC-MTI Peshawar (**Draft attached as “Annex-B”**)
- 10.4. All the bidders will sign the Affidavit attached as “**Annex-C**”
- 10.5. Due to framework contract rate quoted by the bidder shall be valid till closing of Current Year i.e. December 31st, 2023.
However extendable for three (03) to Six (06) months or earlier till the finalization of new contract on mutual consent of both parties.
- 10.6. In case of a successful bidder, who repudiates the contract or fails to furnish performance and as the case may be shall proceed for blacklisting and the supply order will be placed to the Next Successful Bidder or from the alternative sources at the cost/risk of the concerned firm.
- 10.7. Bidders are advised in their best interest to maintain the required quality and not to quote for counterfeited or sub-standard items, as the inspection committee will ensure the quality of products at the time of supply of items.
- 10.8. If any of the given specifications/parameters does not meet the required specifications, their offer will not be considered and shall summarily be rejected by PIC-MTI Peshawar.
- 10.9. In case of repeated failure or non-supply the PIC-MTI Peshawar reserves the right to forfeit the bid security and may proceed for debarment / blacklisting.
- 10.10. Each Items supplied shall strictly conform to the Schedule of Requirements and to the Technical Specifications prescribed by the PIC-MTI Peshawar against each item.
- 10.11. The Unit Cost agreed in the Price Schedule (Rate Form), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.
- 10.12. If the successful firm fails / delays in performance of any of the obligations, under the Contract / Letter of Award, violates any of the provisions of the Contract / Letter of Award, commits breach of any of the terms and conditions of the Contract / Letter of Award or found to have engaged in corrupt or fraudulent practices in competing for the award of contract /

Letter of Award or during the execution of the contract / Letter of Award, the institution may without prejudice to any other right of action / remedy it may have, blacklist the bidder, either indefinitely or for a stated period, for future tenders in public sector, as per provision of KP Procurement Rules, 2014.

11. Delivery Of Items & Penalty

- a. The schedule for supply of goods shall be as under:
 - i. Within 30 days from the date of issuance of supply order by the Purchasing Agency for items to be locally available
 - ii. Within 90 days from the date of issuance of supply order by the Purchasing Agency for items to be imported. (BL bill of lading should be attached)
- b. The Penalty on late supply of goods shall be charged as under
 - i. Penalty @2% For Late Supply within 15 Days from due date of delivery.
 - ii. Penalty @ 5% For Late Supply within 16-30 Days from due date of delivery.
 - iii. Penalty @ 10% For Late Supply within 30-150 Days from the due date of delivery.
 - iv. The bid security will be forfeited if the firm fails to supply the goods within 150 days after issuance of purchase order.

12. Award Of Contract:

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

13. Payment:

13.1. No advance payment will be permissible.

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

- i. The payment will be made after successful supply, installation and inspection of all requisite items.
- ii. The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.____, and Date_____
- iii. Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
- iv. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- v. Valid Income Tax Exemption Certificate (otherwise Income Tax at

current applicable rates shall be deducted from the invoice). (where applicable)

- i. National Tax Number.
- ii. Sales Tax Registration Number.

- iii. Valid Professional Tax Certificate
- iv. Khyber Pakhtunkhwa Revenue Authority Certificate (for Services only)
- v. Recovery of all applicable taxes at source should be made as per rules

14. Applicable laws

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

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-063

Toner's Refill		
Description	Toner Details	Rate Service Cost in PKR without Sales Taxes but including all other taxes

Refurbished Toners with Refill		
Description	Toner Details	Unit Rate With All Taxes

Printer Accessories		
Description	Toner Details	Unit Rate With All Taxes

Signature of Bidder _____

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

(DRAFT)**AGREEMENT DEED****FOR HIRING OF SERVICES THROUGH FRAME WORK AGREEMENT FOR REFILLING OF TONER****2ND TIME PIC-063**

THIS AGREEMENT DEED is made on this day _____ by and between; and will expire on 31-12-2023

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 [xx]

(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 [**Refilling of Toner 2nd time PIC- 063**] (hereinafter referred as 'Equipment') out of the fresh stock to the First Party under the following Terms and Conditions

S.No	Firm Equipment Specification	Price in PKR with taxes	Discounted Price with Taxes
1			
2			
3			
4			
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22			
23			

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)

Terms and Conditions

Name of Contract: Refilling of Toner

Contract Number: Refilling of Toner PIC-063

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.
- l. **‘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. **Due to framework contract rate quoted by the bidder shall be valid till closing of Current Financial Year i.e December 31th 2023. However extendable for three (03) to Six (06) months or earlier till the finalization of new contract on mutual consent of both parties.**
3. The Second Party shall confirm compliance with the specifications mentioned in the Statement of Requirement with Specification.
4. The Second Party will in all cases abide by the directions of the Manager/Officer in charge of the First Party.
5. No part of the Statement of Requirement with Specification shall be subcontracted without prior approval of the First Party.
6. 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;
7. The Law governing the contract shall be applicable laws of Islamic Republic of Pakistan;
8. 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.
9. The Second Party is responsible for all taxes, duties. levies, etc. in accordance with the laws of the Islamic Republic of Pakistan; and
10. Payments to the Second Party shall be made after completion of Services.

11. 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;
12. The amount of performance security, as a percentage of the Contract Price, shall Not Be Required. However, the bid security of Rs. 100,000/- 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.
13. 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.
14. **Providing Services & Penalties.**
Providing Services.
 1. The schedule for providing of Service shall be as under:
 - iii. Within 30 days from the date of issuance of Purchase order by the Purchasing Agency for Refilling of Toners
 2. The Penalty on late Service 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.
15. The First Party reserves the right to terminate the contract due to unsatisfactory performance within 30 working days after giving a written notice.
16. The Second Party shall be responsible for the transportation of the Equipment and the transportation charges incurred thereof. The Second Party shall complete the 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.
17. 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.

18. 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.
19. 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
20. 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.

Hospital Director
Peshawar Institute of Cardiology
For & On Behalf of First Party

[Mention Name]
[Designation]
M/S (Provide Name)

WITNESSES

FOR FIRST PARTY

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

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

FOR SECOND PARTY

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

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

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.

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-063 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

Toner's Refill	
Description	Toner Details
Laser Printer Cartridge Toner Refill, Colour Black, Best Quality Toner.	Canon Cartridge 057
	Canon Cartridge 057H
	Canon Cartridge 056L
	Canon Cartridge 056H
	HP Cartridge 59A
	HP Cartridge 107A
	HP Cartridge 83A
	HP Cartridge 26A
Laser Printer Cartridge Heavy Duty Toner Refill, Colour Black, Best Quality Toner.	Canon Cartridge 039
	Canon Cartridge 039H
Laser Cartridge Toner Refill, Colour All Colour, Best Quality Toner	Canon Cartridge 040C
	Canon Cartridge 040BK
	Canon Cartridge 040M
	Canon Cartridge 040Y
	HP Cartridge 207A Y
	HP Cartridge 207A M
	HP Cartridge 207A C
	HP Cartridge 207A K
Cartridge Refill Ink Kit for Color printer, Best Quality Ink	Canon Cartridge CLI-65(C),
	Canon Cartridge CLI-65(M)
	Canon Cartridge CLI-65(Y)
	Canon Cartridge CLI-65(GY
	Canon Cartridge CLI-65(BK)
	Canon Cartridge CLI-65(LGY)
	Canon Cartridge CLI-65(PM)
	Canon Cartridge CLI-65(PC)
Toner Refill for Kyocera TASKalfa 4012i	Toner for Kyocera TASKalfa 4012i
Toner NPG54 Refill for Photocopier Canon IR ADV DX 6755i	Canon NPG54 Toner

Refurbished Toners with Refill	
Description	Toner Details
Laser Cartridge Toner Refurbishing with Refill, Colour Black, Best Quality Toner & Accessories.	Canon Cartridge 057
	Canon Cartridge 057H
	Canon Cartridge 056L
	Canon Cartridge 056H
	HP Cartridge 59A
	HP Cartridge 107A
	HP Cartridge 83A
	HP Cartridge 26A
Laser Printer Cartridge Heavy Duty Toner Refurbishing with Refill, Colour Black, Best Quality Toner & Accessories.	Canon Cartridge 039
	Canon Cartridge 039H
Laser Cartridge Toner Refurbishing with Refill, Colour All Colour, Best Quality Toner & Accessories.	Canon Cartridge 040C
	Canon Cartridge 040BK
	Canon Cartridge 040M
	Canon Cartridge 040Y
	HP Cartridge 207A Y
	HP Cartridge 207A M
	HP Cartridge 207A C
	HP Cartridge 207A K
Cartridge Refill Ink Kit with refurbishing & accessories for Color printer, Best Quality Ink & Accessories.	Canon Cartridge CLI-65(C),
	Canon Cartridge CLI-65(M)
	Canon Cartridge CLI-65(Y)
	Canon Cartridge CLI-65(GY)
	Canon Cartridge CLI-65(BK)
	Canon Cartridge CLI-65(LGY)
	Canon Cartridge CLI-65(PM)
	Canon Cartridge CLI-65(PC)
Toner Refill with refurbishing for Kyocera TASKalfa 4012i	Toner for Kyocera TASKalfa 4012i
Toner NPG54 Refill with refurbishing for Photocopier Canon IR ADV DX 6755i	Canon NPG54 Toner
Refurbished Cartridge	Refurbished Cartridge

**** For Refilling, all toners shall be return to PIC-MTI in working condition after refill.**

**** For Refurbished Toners with Refill, all items must be in working condition.**

Force Majeure

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

Blacklistment Of Defaulted Bidder/Contractor

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

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

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

Conditions for debarment of Defaulted Bidder/Contractor

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

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

Procuring Entity Head (Hospital Director)

Procuring entity and its address

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

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

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

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

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

6. Our liability hereunder is limited to

NAME OF THE BANK

WITH ADDRESS

AUTHORISED OFFICER OF THE BANK

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

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

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

WHEREAS having its registered office at _____, by an agreement made between _____ (hereinafter called the supplier/service provider) has awarded the contract (hereinafter called the contract) vide agreement/letter /P.O.No. d a t e d f o r the supply of goods / works / services specified in the said Purchase Order / contract agreement.

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

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

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

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

NAME OF BANK

WITH ADDRESS

AUTHORISED OFFICER OF THE BANK

REFILLING OF TONERS
2nd TIME

Purchase Officer (QZ)
PIC-MTI Peshawar

Assistant Manager Purchase
PIC-MTI Peshawar

Manager Material Management
PIC-MTI Peshawar

Bio-Medical Engineer
PIC-MTI Peshawar

Director MIS
PIC-MTI Peshawar

Director Building & Facilities
PIC-MTI, Peshawar

Director Finance
PIC-MTI, Peshawar

Hospital Director
PIC-MTI, Peshawar