



**PESHAWAR INSTITUTE OF CARDIOLOGY  
MEDICAL TEACHING INSTITUTION**

**BID SOLICITATION DOCUMENTS FOR  
Supply and Installation of Wood Paneling**

**Framework Contract**

**REF: (PIC-060)**

**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 No category (mentioned in Statement of Requirement below) from the eligible bidders **(Company/ Sole Proprietor / General Order Supplier/Firm)** for procurement of **Supply and Installation of Wood Paneling** 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.

<b>Description</b>	<b>Dates</b>
<b>Pre-bid meeting</b>	<b>Date: 03-01-2023 at 10:00 am</b>
<b>Tender Closing/Last submission</b>	<b>Date: 12-01-2023, Time:11:00 Hours</b>
<b>Tender Opening</b>	<b>Date: 12-01-2023, Time:11:30 Hours</b>
<b>Bid security</b>	<b>100,000/- Rs.</b>
<b>Tender Process</b>	<b><i>Single Stage Single Envelope</i></b>
<b>Tender Validity/Prices Validity</b>	<b><i>30<sup>th</sup> June, 2023.</i></b>

## 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 **12-01-2023** which will be opened at 11:30 hrs on the same day in the office of Manager Material Management, 1<sup>st</sup> floor, OPD block in the presence of the procurement committee and the bidders / representatives who choose to be present.
- 1.4. No 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) 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 are not eligible for this tender.
- 1.15. In case of Bid Tie, sample will be called from the firm and the Purchase Order will be awarded to the firm provide the better-Quality sample.
- 1.16. Bidders are required to clearly mark on the envelop as Bid for “**Supply and Installation of Wood Paneling**”
- 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. BID SECURITY FOR Supply and Installation of Wood Paneling**

- 2.1. Bid security shall be submitted to the amount of PKR 100,000/- in shape of bank guarantee / Call Deposit Receipt (CDR) from schedule bank of Pakistan in favor of "Hospital Director Peshawar Institute of Cardiology PIC MTI". A bid accompanied by Pay Order (PO) shall be rejected as non-responsive.
- 2.2. Bid Security of the unsuccessful bidders shall be released as promptly as possible upon the successful Bidder's furnishing of the performance security;
- 2.3. The bid security of the successful bidder will be consider as the performance security till the validity of tender/contract.
- 2.4. **The Bid security shall be forfeited:**
  - a. If a bidder withdraws his bid during the period of bid validity; or
  - b. In the case of a successful bidder, if he fails to:
    - i. Sign the contract agreement.
    - ii. Fails to supply as per purchase order.

## **3. BID VALIDITY:**

- 3.1. The bids should be valid for a period of 90 days.
- 3.2. 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.

#### 4. ELIGIBILITY CRITERIA/MANDATORY

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

S #	Description	Remarks
	<b>Knock Out Clauses</b>	<b>YES/NO</b>
1.	The bidder shall be Registered with <b>FBR for Income Tax and Sales Tax</b> and reflected on ActiveTax Payer List ( <b>ATL</b> );  (Provide copy of certificate of incorporation)	<b>Mandatory</b>
2.	Bidder must have three (03) years' experiences in supply of Hardware, and Civil items.  <b>Note: Bidder Must attached Purchase Orders Government/Semi Government/ Private organization of last three (03) years)</b>	<b>Mandatory</b>
4.	This undertaking should be tender specific. Submission of undertaking on legal valid and attested stamp paper that the firm is <b>NOT BLACKLISTED</b> by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.  (Provide copy of affidavit attached as annex in this document on non-judicial stamp paper)	<b>Mandatory</b>
5	Undertaking on Bidder Letter Head as provided in Annexure -C in page No. 17	<b>Mandatory</b>
6.	Bid security Shall be attached as mentioned in the advertisement/BSD	<b>Mandatory</b>

## 5. EVALUATION AND COMPARISON OF BIDS

- 5.1. The Department will evaluate and compare the bids which have been determined to be substantially responsive (Eligibility Criteria).
- 5.2. Bids shall be evaluated against the given specifications and other terms & conditions mentioned in the Bid Solicitation Documents.
- 5.3. 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/end user the purchase order will be placed to the Next Successful Bidder.
- 5.4. Rates of those items will be considered for comparisons which approved by the procurement committee
- 5.5. The Lowest Offer will be accepted, meeting the Specification / quality needs and ensuring value for money.
- 5.6. All the bidders will strictly follow the rate form attached as **“Annexed-A”**

## 6. OTHER TERM & CONDITIONS

- 6.1. This Bidding procedure will be conducted in light of Framework Contract (Rule 31- A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.
- 6.2. All the bidders will strictly follow the rate form attached as **“Annexed-A”**
- 6.3. Contracts shall be confirmed through a written agreement signed between successful bidder and the PIC-MTI Peshawar (**Draft attached as “Annex-B”**)
- 6.4. All the bidders will sign the Affidavit attached as **“Annex-C”**
- 6.5. **Due to framework contract rate quoted by the bidder shall be valid till closing of Current Financial Year i.e June 30th 2023.**  
**However extendable for three months that is 30-09-2023 or earlier till the finalization of new contract after the decision by the Competent Authority, Peshawar Institute of Cardiology PIC-MTI.**
- 6.6. 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.

- 6.7. 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.
- 6.8. 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.
- 6.9. 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.
- 6.10. No Items supplied shall strictly conform to the Schedule of Requirements and to the Technical Specifications prescribed by the PIC-MTI Peshawar against No item.
- 6.11. 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.
- 6.12. 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.

## **7. DELIVERY OF THE ITEMS & PENALTIES.**

### **7.1. Delivery of Items.**

- 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 up to 15 days from the date for Purchase order.
  - ii. Penalty @ 5% for late supply up to 30 days from the date for Purchase order.
  - iii. Penalty @ 10% for late supply beyond 30 days from the date for Purchase order.
  - iv. The bid security will be forfeited if the firm fails to supply the goods within 150 days after issuance of purchase order.



## **8. 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".

## **9. PAYMENT:**

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

## **10. PERFORMANCE SECURITY: -**

The bid security shall be retained till the closing of the contract period i.e 30-06-2023, however no performance security shall be sought from the successful bidders. However, if contract extend then the bid security shall be valid up to extendable period.

**BID FORM AND PRICE SCHEDULES FOR Supply and Installation of Wood Paneling**  
**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-060

[illegible]

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

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

## **AGREEMENT DEED**

### **FOR PROCUREMENT OF GOODS THROUGH FRAME WORK AGREEMENT**

**THIS AGREEMENT DEED** is made on this day of (\_\_\_\_\_) and made effective with effect from (\_\_\_\_\_) by and between, and this agreement will be valid till 30-06-2023

**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 (xxxxxxxxxxxxxxxxxxxxxxxxxxxx)**

**Address (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 to supply **Supply and Installation of Wood Paneling PIC-060** (hereinafter referred as 'Goods') out of the fresh stock to the First Party on the following terms and conditions:

### **DEFINITIONS:**

- a. '**Consideration**' means the price payable to the Second Party by the First Party under this Agreement Deed for the full and proper performance of its contractual obligations.
- b. '**Equipment**' means all of the equipment, machinery, and/or other materials which the Second Party is required to supply to the First Party under this Agreement Deed.
- c. '**Services**' means those services ancillary to the supply of the Equipment, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Second Party.
- d. '**Project Site**' where applicable, means the place or places named in this Agreement Deed.
- e. '**Day**' means a calendar day.
- f. '**Corrupt Practice**' means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

- g. **‘Fraudulent Practice’** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- h. **‘Force Majeure’** means an event beyond the control of the Parties and not involving the Parties fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the First Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

**TERMS AND CONDITIONS:**

1. This Contract Agreement is made in light of Framework Contract (Rule 31-A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.
2. **Due to framework contract rate quoted by the Second Party shall be valid till closing of Current Financial Year i.e June 30th 2023. However, extendable for three months that is 30-09-2023 or earlier till the finalization of new contract after the decision by the Competent Authority, Peshawar Institute of Cardiology PIC-MTI.**
3. The Second Party shall supply the ordered equipments to the First Party exactly at the address of the official premises situated within the district of the judicial jurisdiction of the letter as provided in the supply order/purchase order.
4. The Second Party shall solely responsible for the safe and appropriate method and mode of transportation, loading, unloading and staking of the supplied items till, and it the time of delivery to the destination address indicated by the First Party.
5. The Second Party shall not claim or charge any transportation, loading/unloading, labour or any other charges, whatsoever, related to or in the name of logistics, accident, insurance, freight, toll tax, etc.
6. The Second Party shall supply all the equipment/goods in full conformity to the specification as laid down in the SBDS.
7. In case of repeated failure, non-supply or delays in performance of any of the obligations, under the Contract Agreement by the Second Party, Peshawar Institute of Cardiology PIC-MTI Peshawar reserves the right to proceed for debarment / blacklisting either indefinitely or for a stated period, for future tenders in public sector, as per provision of KP Procurement Rules, 2014.
8. Second Party shall deliver the Goods at the premises and precincts of Peshawar Institute of Cardiology.

9. The specification, quality, quantity of goods shall be in conformity to purchase orders, which shall be made part of this Agreement Deed. The Second Party shall include the ancillary Services attached with the Equipment/Goods.
10. The Equipment/goods supplied under this Agreement Deed shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, it shall conform to the authoritative standards appropriate to the Equipment's country of origin. Such standards shall be the latest issued by the concerned institution.
11. The second party shall provide exactly the same item as per approved sample from First Party.
12. Any increase in quoted prices, until this contract validity, from Second Party will not be acceptable to First Party.
13. The Second Party will be liable to complete the supply within stipulated time after the issuance of the Purchase order and will be according to following schedule.
  - a. Within 30 days from the date of issuance of supply order by the Purchasing Agency for items to be locally available
  - b. Within 90 days from the date of issuance of supply order by the Purchasing Agency for items to be imported. (BL - bill of lading should be attached).
14. The Second Party will liable to complete the supply within stipulated time limit by confirming quality, quantity and timeline up to the entire satisfaction of First Party.
15. The Second Party warrants that the Equipment/Goods supplied under this Agreement Deed are brand new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in this Agreement Deed. The Second Party further warrants that all Equipment supplied under this Agreement Deed shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the First Party specifications) or from any act or omission of the Second party, that may develop under normal use of the supplied Equipment in the conditions prevailing in the country of First Party.
16. The First Party shall promptly notify the Second Party in writing of any claims arising under this warranty.
17. The First Party, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Second party, may terminate this Agreement Deed in whole or in part:
  - a. if the Second Party fails to deliver any or all of the Equipment/Goods within the period(s) specified in this Agreement Deed, or within any extension thereof granted by the First Party; or
  - b. if the Second Party fails to perform any other obligation(s) under this Agreement Deed.

- c. if the Second Party, in the judgment of the First Party has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement Deed.
- 18. In case the Second Party failed to complete the supply till the due date i.e. 30 days from Issuance of the purchase order, a penalty as per detail below will be charged from the Second Party;
  - a. Penalty @ 2% for late supply up to 15 days from the date for Purchase order.
  - b. Penalty @ 5% for late supply up to 30 days from the date for Purchase order.
  - c. Penalty @ 10% for late supply beyond 30 days from the date for Purchase order.

The bid security will be forfeited if the firms fails to supply the goods within 150 days after issuance of purchase order.

- 19. The Second Party shall be responsible for the transportation of the Equipment/Goods and the transportation charges incurred thereof. The Second Party shall complete the supply and installation of goods within the stipulated period as mentioned in the supply order (Imported Items) from the date of execution of this agreement or as extended or reduced by the First Party. In case of failure of Second Party to supply the goods within the stipulated period, the First Party will be at liberty to make an alternate arrangement at the risk and cost of Second Party and the Second Party shall be liable to pay the entire cost/amount to the alternate supplier according to the demand of the First Party. In the event of commuting a default the First Party will be at liberty to take any civil/criminal legal action against the Second Party in accordance with law.
- 20. The Second Party shall be responsible for any defect in goods or supply of goods. The entire goods will be free of any charges and encumbrance of what so nature and the First Party or its agent will be authorized at all reasonable time to view, check and examine the conditions of the supplied Equipment/goods.
- 21. Upon demand made by the First Party at any time or from time to time, to execute all such instruments, deeds or documents which the First Party may in its sole discretion require, the Second Party will do the needful.
- 22. The First Party will be furnishing all such information as the Second Party may at any time or from time to time required relating to the position of goods and pecuniary liability of the First Party or otherwise whatever.
- 23. The Second Party shall not, without the prior written consent of First party, disclose this Agreement Deed, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the First Party in connection therewith, to any person other than a person employed by the Second Party in the performance of this Agreement Deed. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 24. The Second Party shall provide such packing of the Equipment/goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Agreement Deed. The packing shall be sufficient to withstand,

without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Equipment's final destination and the absence of heavy handling facilities at all points in transit.

25. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Agreement Deed, including additional requirements, if any, and in any subsequent instructions ordered by the First Party.

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

26. 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.
27. 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.
28. 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.
29. Any notice given by one party to the other pursuant to this Agreement Deed shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in contract.
30. A notice shall be effective when dispatched on the given address of the Parties in this Agreement Deed via above means.
31. Payment to the Second Party shall be on presenting a bill in the shape of summary duly verified by Finance Department. The bill shall be counter verified from the end using department before clearance. Demand in violation of this clause of agreement may lead to imposition of reasonable amount of fine.
32. The Equipment/goods shall be open to inspection at all times during the agreement period. The inspection shall be carried out by a representative from purchase, legal, quality control, finance or end using department.

33. Besides the above conditions the Second Party shall be bound to fulfill the defacing if found at any time and for the purpose shall be ready to sign and execute a fresh agreement if needed.
34. Each Clause of this Agreement Deed shall be and remain separate from and independent of and severable from all and any other Clauses herein except where otherwise indicated by the context of this Agreement Deed. The decision or declaration that one or more of the Clauses are null and void shall have no effect on the remaining Clauses of this Agreement Deed.
35. In the event of any difference or dispute arising between the Parties or their representative agents regarding rights and liabilities of the parties or any other matter relating to this Agreement Deed may be referred to the Board of Governors of the First Party and their decision will be final in all aspects and the Second Party warrants to abide by the decision of the Board of Governors of the First Party and will be bound by the decisions.
36. This Agreement Deed may be reviewed at any stage with mutual consultation of both Parties, if required. All amendments or addition to this Agreement Deed must be in writing and signed by both Parties through addendum to this Agreement. No amendment of any provision of this Agreement Deed shall be valid unless the same shall be in writing and signed by the Parties
37. The validity, interpretation, construction and performance of this Agreement Deed shall be governed by the Laws of Khyber Pakhtunkhwa in Pakistan. This Agreement Deed shall be interpreted with all necessary changes in gender and in number as the context may require and shall convey to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
38. **IN WITNESS WHEREOF** the Parties mentioned above have carefully pursued the terms and condition embodied in this Agreement Deed and have executed the same, setting their signatures below, on the date and place mentioned above.

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

**[Mention Name]**  
**[Owner/Proprietor/C.E.O. etc.]**  
M/s **[Mention Second Party]**  
For & On Behalf of Second Party

#### **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.

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

1. M/s \_\_\_\_\_ have read the contents of the Bidding Document and have fully understood it.
2. That the financial instruments, statements of facts, data and documents being submitted by M/s \_\_\_\_\_ for the Tender vide PIC-0057 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/s \_\_\_\_\_ is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.
5. Bid Security (in original) is placed in the financial bid.
6. In case we fail to comply any of the aforesaid conditions or the documents submitted by M/s \_\_\_\_\_ is found false/forged, our tender will be cancelled forfeiting the Bid Security amount and debarring us from participation in future tenders of Medical TNOing Institution PIC, Khyber Pakhtunkhwa, for a period of one year.

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

**STATEMENT OF REQUIREMENT WITH SPECIFICATION**

<b>S.No</b>	<b>Description</b>	<b>U/M</b>	<b>Rate without Installation</b>	<b>Installation charges</b>
1	Malaysian lassani (water/fire proof) 1/2"x4'x8'	No's		
2	Wood imported 3/4"x12"x8' (nandar)	No's		
3	Wood bidding 2-1/2"x1/2"x8' (nandar)	No's		
4	Cornice bidding 2 ½" (nandar)	No's		
5	Screw (Black) 2 "	pkt		
6	Screw (Black) 1 "	pkt		
7	Steel Nail 2"	pkt		
8	Iron nail topless 1-1/4"	pkt		
9	Glue ICI (1KG)	No's		
10	LED Panel light 2 ft x 2 ft (Dumpa ceiling fitting)	No's		
11	Frame light LED, 3 ft	No's		
12	PVC bidding 1.5 inch (golden color)	Rft		
13	Frame (per sq.ft)	Sqft		
14	Glass , 3mm (per sq.ft)	Sqft		
15	Acrylic sheet, 3mm (transparent) (per sq.ft)	Sqft		

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

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

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

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

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

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

#### **Procedure for blacklistment and debarment**

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

8. The order past as above shall be duly conveyed to the 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 be forwarded to the purchaser officer within the prescribed period.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- e. Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance.

**Purchase officer (QZ)**  
**PIC-MTI Peshawar**

**AM Purchase**  
**PIC-MTI Peshawar**

**Manager Material Management**  
**PIC-MTI Peshawar**

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

**Bio-Medical Engineer**  
**PIC-MTI Peshawar**

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

**Director Finance**  
**PIC-MTI Peshawar**

**Hospital Director**  
**PIC-MTI Peshawar**