



**PESHAWAR INSTITUTE OF CARDIOLOGY MEDICAL
TEACHING INSTITUTION**

**STANDARD BIDDING DOCUMENTS FOR
“Procurement of following Equipment’s**

for the Year 2022-23”

REF: (PIC-058)

S#	Description	Bid Security	Tender Process
1	Designing, supply, installation, testing & commissioning of Negative Pressure rooms	4% of the Total bid value	Single Stage Two Envelope

(PROCUREMENT SPECIFIC PROVISIONS)

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Sample Forms
- Eligibility

Preface

These Bidding Documents have been prepared for use by procuring agencies in the procurement of goods through National Competitive Bidding (NCB).

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part Two and contains data and provisions specific to each procurement. Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents. In addition, each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall not be included in the final documents, except for the notes introducing Section VI, Forms, where the information is useful for the Bidder.

- a. Specific details, such as the “name of the Procuring agency” and “address for bid submission,” should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- b. Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.
- c. Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Procuring agency should strictly follow. The final document should contain no footnotes.
- d. The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 25.3 and 25.4, respectively) should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.

- e. Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Procuring agency for each procurement.
- f. The forms provided in Section VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

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Part Two
Section I. Invitation for Bids
Notes on the Invitation for Bids

The Invitation for Bids (IFB) has been issued as an advertisement in leading newspapers of general circulation in the Province of Khyber Pakhtunkhwa as well as on the web site of the Peshawar Institute of Cardiology (www.pic.edu.pk) by allowing at least fifteen days for NCB for bid preparation and submission.

The Invitation for Bids provides information that enables interested bidders to decide whether to participate. Apart from the essential items listed in the Standard Bidding Documents (SBD), the Invitation for Bids also indicates the important bid evaluation criteria or qualification requirement (for example, a requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued) so that the bidders should give their best and final prices as no negotiations are allowed.

The Invitation for Bids is incorporated into these Standard Bidding Documents (SBDs). The information contained in the Invitation for Bids (IFB) conforms to the bidding documents and in particular to the relevant information in the Bid Data Sheet.

INVITATION FOR BIDS

REF No. PIC-058

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

Sr.No	Project Name	Procurement Process	Bid Security
1	Supply, Installation, Testing & Commission of HVAC system (Condenser Unit & AHU's) for Operation Theaters (3&4) and CSSD.	Single Stage Two Envelope	4 % of Bid Value
2	Designing, Supply, Installation & Testing & Commissioning of Negative Pressure Rooms	Single Stage Two Envelope	4 % of Bid Value

3. Only typed bids on original letter pad, sealed & signed shall be submitted, hand written tender shall not be acceptable. The tenders must be according to hospital specification; alternate rates will not be acceptable.
4. Income Tax, stamp duty, General Sales Tax (GST) and Professional Tax or any other Government tax will be charged as per rules.
5. A complete set of Standard Bidding Document may be downloaded by interested Bidder from websites of Peshawar Institute of Cardiology (PIC-MTI) (<http://pic.edu.pk>) after publication of this advertisement in the newspaper till last day for submission of Bid.
6. Procurements will be carried out as per Act and Rules of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA).
7. A bid accompanied by Pay Order (PO) shall be rejected.
8. A Pre-Bid Meeting will be held on November 17, 2022 at 10:00 AM (PST) at the office of the Manager Material Management, 1st floor OPD block, 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 block, Peshawar Institute of Cardiology (PIC-MTI). on or before November 30, 2022 at 11:00 AM (PST).
10. Bids shall be opened on the same day at 11:30 PM (PST) in the presence of bidders who choose to attend.
11. The advertisement is also available both on the websites of Peshawar Institute of Cardiology (PIC-MTI) (<http://pic.edu.pk>) and KPPRA (<http://kppra.gov.pk>).
12. Peshawar Institute of Cardiology (PIC-MTI) reserves the right to cancel any or all bids by assigning cogent reason under Rule 47 Khyber Pakhtunkhwa public procurement Regulatory Authority.

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

Section II. Bid Data Sheet

DATA SHEET		
Reference ITB	Introduction/Description	Detail
ITB 1.1	Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.
ITB 1.1	Loan or credit or Project allocation number. Loan or credit or Project allocation amount.	Budget allocated by Government Khyber Pakhtunkhwa to Peshawar Institute of Cardiology.
ITB 1.1	Name of Project.	Designing, supply, installation, testing & commissioning of Negative Pressure rooms Equipment's (PIC-058)
ITB 1.1	Name of Contract.	Designing, supply, installation, testing & commissioning of Negative Pressure rooms Equipment's (PIC-058)
ITB 4.1	Name of Procuring agency.	Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.
ITB 6.1	Procuring agency's address, telephone, telex, and facsimile numbers.	Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan 091-9219645
ITB 8.1	Language of the bid.	English
BID PRICE AND CURRENCY		
ITB 11.2	The price quoted shall be	The bidder must quote FOR Prices. The price should be in PKR including all taxes.
ITB 11.4	The Price shall be fixed	The quoted prices will be valid till 30th June 2023.
PREPARATION AND SUBMISSION OF BIDS		
ITB 13.3 (d)	Qualification requirements.	Firm/Company/Contractor/Sole Proprietor
ITB 14.3 (b)	Spare parts required for years of operation.	<ul style="list-style-type: none"> One Year free of cost provision of services and spare parts under warranty period.

ITB 15.1	Amount of bid security.	<p>4% of the total Bid Value</p> <p>Bid security shall be submitted to the amount of four percent (4%) of the quoted bid value in shape Call Deposit Receipt (CDR) from the account of bidder from scheduled bank of Pakistan in the name of Hospital Director Peshawar Institute of Cardiology.</p> <p>(a) The Bid security shall be forfeited:</p> <ul style="list-style-type: none"> • If a bidder withdraws his bid during the period of bid validity; or • If a bidder doesn't accept the correction of his Bid Price, pursuant to Para above; or <p>(b) In the case of a successful bidder, if he fails to:</p> <ul style="list-style-type: none"> • Furnish the Performance security in accordance with Para 7.1 of SC; • Sign the contract agreement <p>The copy of the bid security should be placed in Technical Bid not showing the amount.</p> <p>An affidavit is also mandatory showing that the bid security is attached in the financial Bid.</p>
ITB 16.1	Bid validity period.	180 days from the date of opening of bids
ITB 17.1	Number of copies.	One (original bid)
ITB 18.2 (a)	Address for bid submission.	Hospital Director Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan
ITB 18.2 (b)	IFB title and number.	Designing, supply, installation, testing & commissioning of Negative Pressure rooms Equipment's (PIC-058)
ITB 19.1	Deadline for bid submission.	11:00 AM Sharp. 30-11-2022
ITB 19.3	Pre-Bid meeting with the bidders	17-11-2022 At 10:00 am in the office of Manager Material Management, 1 st floor, OBD Block, Peshawar Institute of Cardiology
ITB 22.1	Time, date, and place for bid opening.	11:30 AM Sharp. 30-11-2022. in the office of Manager Material Management, 1 st floor, OBD Block, Peshawar Institute of Cardiology Peshawar Institute of Cardiology

BID EVALUATION		
ITB 23.1	Clarification of Bids	The Procuring agency may ask the Bidder in writing, only for clarification regarding the received documents in the bid; however, no change in the prices or substance of the bid shall be sought, offered, permitted or entertained. This communication shall be with the prior approval of chairman T&E committee.
ITB 25.3	Criteria for bid evaluation.	Merit Point Evaluation The bidder ranked highest in merit points (obtained through and based on technical and financial evaluation) will get central Contract. Marks: 70:30 70 technical Marks , (Passing 49 marks) 30 Financial Marks

ITB 25.4 (a) ITB 25.4 (b)	One option only. Delivery schedule. Relevant parameters in accordance with option selected:	Not Applicable
Option (i) Option (ii) Option (iii)	adjustment expressed as a percentage, or adjustment expressed in an amount in the currency of bid evaluation, or adjustment expressed in an amount in the currency of bid evaluation,	Not Applicable
ITB 25.4 (c) (ii)	Deviation in payment schedule. Annual interest rate.	Not Applicable
ITB 25.4 (d)	Cost of spare parts.	Not Applicable
ITB 25.4 (e)	Spare parts and after sales service facilities in the Procuring agency's country.	Not Applicable
ITB 25.4 (f)	Operating and maintenance costs.	Not Applicable
ITB 25.4 (g)	Performance and productivity of equipment.	Not Applicable

ITB 25.4 (h)	Details on the evaluation method or reference to the Technical Specifications.	As in section on Technical Evaluation of bids.
ITB 25.4 Alternative	Specify the evaluation factors.	Not Applicable
Contract Award		
ITB 29.1	Percentage for quantity increase or decrease.	Number of items can be increased and Decreased as per requirement of the PE within permissible limits under the rules.

Section III. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the Bid Data Sheet in Section II, the clauses in this Section are intended to assist the Procuring agency in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section III complement the General Conditions of Contract included in Part one, Section II, specifying contractual requirements linked to the special circumstances of the Procuring agency, the Procuring agency's country, the sector, and the Goods purchased. In preparing Section III, the following aspects should be checked:

- a. Information that complements provisions of Part One Section II must be incorporated.
- b. Amendments and/or supplements to provisions of Part One Section II, as necessitated by the circumstances of the specific purchase, must also be incorporated.

Table of clauses

<input type="checkbox"/>	DEFINITIONS (GCC CLAUSE 1)	
<input type="checkbox"/>	COUNTRY OF ORIGIN (GCC CLAUSE 3)	
<input type="checkbox"/>	PERFORMANCE SECURITY (GCC CLAUSE 7)	
<input type="checkbox"/>	INSPECTIONS AND TESTS (GCC CLAUSE 8)	
<input type="checkbox"/>	PACKING (GCC CLAUSE 9)	
<input type="checkbox"/>	DELIVERY AND DOCUMENTS (GCC CLAUSE 10)	
<input type="checkbox"/>	SPARE PARTS (GCC CLAUSE 14)	
<input type="checkbox"/>	WARRANTY (GCC CLAUSE 15)	
<input type="checkbox"/>	PAYMENT (GCC CLAUSE 16)	
<input type="checkbox"/>	PRICES (GCC CLAUSE 17)	
<input type="checkbox"/>	LIQUIDATED DAMAGES (GCC CLAUSE 23)	
<input type="checkbox"/>	RESOLUTION OF DISPUTES (GCC CLAUSE 28)	
<input type="checkbox"/>	GOVERNING LANGUAGE (GCC CLAUSE 29)	
<input type="checkbox"/>	APPLICABLE LAW (GCC CLAUSE 30)	
<input type="checkbox"/>	NOTICES (GCC CLAUSE 31)	

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement & qualify the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

The corresponding clause number of the GCC is indicated in parentheses.

GCC Ref No		
1. DEFINITIONS	1.1 g	The Procuring agency is: Peshawar Institute of Cardiology Medical Teaching Institution Peshawar
	1.1 h	The Procuring agency's country is: Pakistan
	1.1 i	The Supplier is: <ul style="list-style-type: none"> i. Manufacturer and/or Importer registered with relevant sales and income tax authorities and have requisite qualification and eligibility for supply of Goods in the specialized categories of health sector; and ii. Manufacture of Medical Equipment/ Machinery, Instruments & Medical Devices in Pakistan; and iii. Importer of Medical Equipment/ Machinery, Instruments & Medical Devices in Pakistan.
	1.1 j	The Project Site is: Peshawar Institute of Cardiology
3. COUNTRY OF ORIGIN		All countries and territories as indicated in Part Two Section.VI of the bidding documents Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement. The bidder will provide the details regarding country of origin, Model, Make, manufacturer, along with details of Manufacturing Units and mode of supply, shipment, and any other associated details of the component items and that of the quoted equipment. Bidders are bound to supply the equipment from quoted country of origin only.
7 PERFORMANCE SECURITY	7.1	<p>The Supplier shall, within 14 days of receipt of Award Letter, provide a Performance Security for the due performance of the Contract to the amount of ten (10%) of contract price in shape of CDR/or Bank Guarantee, at the option of bidder, in the name of Hospital Director Peshawar Institute of Cardiology from schedule bank of Pakistan;</p> <p>Note: the CDR amount 4 % shall not be released and additional 6% performance security will be provided by the bidder in the form of CDR/or Bank Guarantee from schedule bank of Pakistan. (Total 10 % performance Guarantee)</p> <p>Failure of the successful Bidder to submit the requisite performance security or to sign the contract agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the Client may</p>

		award the contract to the next bidder whose offer is substantially responsive. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
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8. INSPECTIONS AND TESTS	8.6	i. The Technical Evaluation shall be conducted by the Technical and Evaluation (T&E) Committee to undertake verification of documents submitted by the bidder/s along with the technical bids as well as to conduct the physical inspection of the various samples/relevant premises as per rent agreement or ownership etc. (Section-V -Technical Specification of the Part II of these SBDs).
9. PACKING		In accordance with the GCC Clause 9 as well as provided in the relevant clauses of contract agreement of Peshawar Institute of Cardiology with the Supplier/s (Section-VI of these SBDs)
10. DELIVERY AND DOCUMENTS		Applicable Delivery Mode: Delivered Duty Paid (DDP) as per contract agreement of the Successful with the Procuring Agency. Designing, Supply, Installation & Testing & Commissioning will be responsibility of bidder. No charges will be paid additionally in case of penalty or any other charges.
15. WARRANTY	15.1	The Contractor warrants that the Equipment supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrant that the Equipment supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Contractor and. Or manufacturer, that may develop under normal use of the supplied Equipment in the conditions obtaining in Pakistan. One (01) year after issuance of substantial Completion Certificate by Engineer.
	15.4	The period for correction of defects in the free warranty period is two weeks, including all incidental charges

	15.4 15.5	The period for correction of defects in the free warranty period is Five years after installation with free parts and free services, including all incidental charges
16. PAYMENT	16.1	The payment will be made after successful installation/inspection of the goods
17. PRICES	17.1	Prices charged by the Contractor for Equipment delivered and Services performed under the Contract shall not vary from the prices quoted by the Contractor in his Tender until completion of entire works..
23. LIQUIDATED DAMAGES		<p>The project completion time is three (90 days) months from the effective date of contract agreement. If the bidder fail to complete the project within three (03) months penalty/liquidity damages shall be charged as under</p> <p>1-The schedule for completion of project shall be as under:</p> <ol style="list-style-type: none"> 1. Within three (90 days) months from the effective date of contract agreement <p>Failure to complete within three (90 days) months liquidity damages shall be charged asunder</p> <ol style="list-style-type: none"> 1- Penalty/Liquidity damage shall be charged @ 2% for late completion beyond three (03) months up to 15 days. 2- Penalty/Liquidity damage shall be charged @ 5% for late completion beyond three (03) months up to 30 days
Contract Award	27.3	The Contractor shall employ and engage trained and skilled staff (within 07 days of the award of contract) reasonably required to complete the duties of this contract to the satisfaction of Peshawar institute of Cardiology PIC-MTI.

28. RESOLUTION OF DISPUTES		<p>The dispute resolution mechanism to be applied will be pursuant to relevant clauses of Contract Agreement signed by Supplier with the Procuring Agency under KPPRA Regime. If at all required, the jurisdiction of Court shall be of Peshawar, Khyber Pakhtunkhwa.</p> <p>Bid Tie.</p> <p>In case of tie in the final score of two bidders, and unless otherwise not in contradiction to any of the terms & conditions and specifications of that item, the rate contracting will be offered to the bidder having higher score in its technical bid and the same will be declared as highest fair bid (successful bidder). If technical and financial score are the same, the contract may be awarded to both firms.</p>
29. GOVERNING LANGUAGE	29.1	The Governing Language shall be: English
30. APPLICABLE LAW	30.1	<p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan, which includes the following legislation:</p> <ul style="list-style-type: none"> i. The KPPRA Act 2012 ii. The KPPRA Rules 2014 iii. The Contract Laws iv. The General Financial Rules of the Govt. of Khyber Pakhtunkhwa and all the v. Relevant laws, rules and regulations pertaining to
Commencement of project	31.1	Within 07 (seven) days from the date of signing of contract agreement
		<p>budgeting & financial management of public fund</p> <ul style="list-style-type: none"> vi. The Bonded Labor System (Abolition) Act of 1992 vii. The Factories Act 1934

31. NOTICES	31.1	<p>Procuring Agency address for notice purposes: Hospital Director Peshawar Institute of Cardiology, MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad,Peshawar – Pakistan. nayamat.shah@pic.edu.pk Manager Material Management murtaza.ahmad@pic.edu.pk</p> <p>Supplier’s address for notice purposes: As mentioned in their bidding document</p>
32. Duties & Taxes	32.1	<p>The Unit price quoted by the bidder shall be: inclusive of all applicable duties and taxes. All prices shall include relevant taxes & duties, where applicable. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.</p>
33. Penalty & Liquidity damages		<p>The project completion time is three (03) months from the effective date of contract agreement. If the bidder fails to complete the project with three (03) months penalty/liquidity damages shall be charged as under</p> <p>2-The schedule for completion of project shall be as under:</p> <ol style="list-style-type: none"> 1. Within three (03) months from the effective date of contract agreement <p>Failure to complete the project within three (03) months liquidity damages shall be charged asunder</p> <ol style="list-style-type: none"> 3- Penalty/Liquidity damage shall be charged @ 2% on total contract value for late completion beyond three (03) months up to 15 days. 4- Penalty/Liquidity damage shall be charged @ 5% on total contract value for late completion beyond three (03) months up to 30 days

Section IV. Schedule of Requirements

1. As detailed elsewhere in this document, 4% of bid security of the total bid value of the quoted equipment shall be submitted by each bidder on the total quantity of items for which bid is being submitted. The mode of provision of bid security shall be in accordance with the modalities as laid down in the relevant KPPRA Rules and these Revised Standard Bidding Documents.
2. (Manufacturer /Authorized Dealers) for procurement of quoted Equipment.
3. All certifications and data/ documents shall be valid. T&E committee will carry out the verifications before award of contract and in case of any fraudulent practice; legal action will be taken against the bidder concerned. Any certificate expires before bid opening will not be considered.
4. Non-Provision of mandatory documents mentioned in these SBDs shall lead to non-responsive of the firm.
5. Bid document and required documents must be submitted in Hard Tap binding.
6. The order may increase / decrease as per requirement / decision of the procuring entity and in this connection no claim shall be entertained.
7. The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.
8. The Procuring Agency has the right to inspect the premises of bidder to inspect the setups ensuring proper after sales services, documents mentioned in technical bids and any other relevant details. Premises (office/workshop) of bidder shall be insured through ownership/or Rent agreement.
9. The Bid security shall be from bank account of the bidder. Ordinary cheque and Payment Order (PO) in the form of bid security shall result in bid rejection.
10. The price quoted by the bidder shall be **inclusive** of all applicable duties and taxes. All prices shall include relevant taxes & duties, where applicable. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
11. The bidder must be registered with Income / Sales Tax Department, reflected as Active Tax Payer on the list of FBR.
12. In case of the Importers/Authorized Dealers, the firm will ensure that the items are acquired from the original manufacturer and are procured through proper channel as advised by the original manufacturer.
13. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
14. Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPPRA Rules 2014

15. Different models/ prices offered for a single item by the same bidder shall be considered as alternate bid and shall be non-responsive.
16. All reservations in SBDs shall be submitted in writing in the pre-bid meeting by authorized person/representative of the firm.
17. The project completion time is three (03) months from the effective date of contract agreement.
If the bidder fail to complete the project with three (03) months liquidity damages shall be charged as under
18. The schedule for completion of project shall be as under:

Within three (90 days) months from the effective date of contract agreement
19. Failure to complete within three (90 days) months liquidity damages shall be charged as under
 - i. Liquidity damage shall be charged @ 2% on total contract value for late completion beyond three (03) months up to 15 days.
 - ii. Liquidity damage shall be charged @ 5% on total contract value for late completion beyond three (03) months up to 30 days

Evaluation Criteria for Procurement of Medical Equipment

Mandatory Documents

1. The bidder must be registered with Income / Sales Tax Department, and reflected as Active Tax Payer on the list of FBR.
2. The bidder must be registered with Khyber Pakhtunkhwa Revenue Authority, and reflected as Active Tax Payer
3. Bidder must be (Firm/Company/Contractor/Sole Proprietor). Valid registration with Pakistan Engineering Council (PEC) in specialized field of ME01, ME04 & EE04. (Copy of License to be provided)
4. Detail of At least three (3) similar projects (HVAC and Negative Pressure Room) successfully completed in last five years. (Completion Certificate to be provided /work order/Purchase order).
5. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
6. An Affidavit that the requisite bid security is attached in financial bid without indicating the figure.

Evaluation Criteria for Procurement of Medical Equipment
Total Marks (Technical Criteria + Financial Criteria): TM: 70 + 30 =100

(Technical Evaluation Marks: 70)

S #	Parameters	Sub-parameters	Total Marks:
			70
1	Submittal Compliance		30
		compliance with the required specifications as per statement of Requirement the bidder will provide Detail design of the project with Technical Bids	30
2	Experience		18
	Similar Experience	Detail of similar projects (HVAC System) successfully completed in last five years. Projects having a minimum capacity of 300 Tons will be considered. (Completion Certificate of each project to be provided along with work order.) (Each project contain 3 marks) max 03 project	9
		Detail of similar projects (Negative Pressure room) successfully completed in last five years. (Completion Certificate of each project to be provided along with work order.) (Each project contain 3 marks) max 03 project	9
6	Financial Capabilities		9
		(Audit Report duly signed by external Auditor (from chartered accountant)	3
		Sales Tax (Last 2 Year)	2
		Income tax (Last 2 year)	2
		Firm registered with Security and Exchange Commission of Pakistan (SECP)	2
7	Technical Staff		6
		Graduate Mechanical Engineers (03 No), Registered with PEC	3
		Graduate Electrical Engineers (03 No.), Registered with PEC	3

		➤ PEC Registration Certificates to be provided	
8	Networking and Training		2
	Supplier's office for maintenance and 24/7 support	Availability of workshop in Peshawar to be verified with Ownership / Rent Agreement with Owner / Rent Agreement with Company Name.	1
		Availability of workshop at National level to be verified with Ownership / Rent Agreement with Owner/ Rent Agreement with Company Name.	1
9	Additional Warranty		5
		The bidder will be given additional 5 mark for 1 addition year warranty. (the warranty must be with parts and consumables)	5

Total Marks in Technical Criteria: 70

Qualifying Percentage in Technical Criteria: 70%

Qualifying Marks: 49

Financial Criteria (30 Marks):

S #	Parameters	Sub-Parameters	Total Marks: 30
	Price		30
		<p>Lowest Price will get full marks.</p> <p>The formula to calculate the marks for the pricesubmitted is:</p> <p>[Lowest Price (Fm)/Price of Bid under consideration (F)] x100 x 0.30</p>	30

Total Marks (Technical Criteria + Financial Criteria): 100

The bidders achieving a minimum of 49 marks (i.e., 70%) out of 70 marks in the Technical Evaluation will be declared technically qualified. Financial bids of only technically qualified bidders will be opened publicly at the time to be announced by the Procuring Agency. The Financial Bids of technically disqualified bidders will be returned un-opened to the respective Bidders. After getting the financial score from the remaining 30 marks, the two scores will be combined to identify the highest ranking firm.

Merit Point Evaluation Methodology: Contract will be awarded to the highest fair ranking bid which gets the maximum marks and becomes the highest ranking in the Combined Evaluation calculated through the Merit Point Average. The following weightages will be given to the technical and financial scores:

Technical Score: 70

Financial Score: 30

Statement of Requirement with Specification

SCOPE OF WORK:

Designing, supply, installation, testing & commissioning of Negative pressure rooms with Monitoring devices i.e. differential pressure switch, temperature & humidity devices.

- The Contractor shall furnish all labor, materials, equipment, tools, appurtenances, services, temporary work and storage including unloading and storage at site necessary to completely, supply, install, test, commission, and maintain the Negative pressure rooms in the perfect operating condition. The Contractor shall also adjust, balance, readjust the existing FCU's in the negative pressure rooms.
- The equipment and material selected and used for the works by the Contractor shall be inspected by the HVAC Engineer PIC-MTI and, if not approved shall be removed forthwith from the site by the Contractor and replaced by equipment and materials conforming with the requirements of the Contract.
- The works shall be in accordance with the specifications (specification of materials shall be provided by the contractor).
- The delivery of equipment and materials to the site is to be arranged by the Contractor in consultation with the Engineer.
- The work consists of:

(a) Designing, Supply, installation, testing & commissioning of Negative pressure rooms. The system shall comprise of designing, installation of centrifugal exhaust fans, ducting works, pressure/temperature and humidity monitoring devices, electrical & control works & other accessories to complete the system in all respects. The Contractor shall be responsible for air balancing of entire the entire system.

- (b) Construction of foundations for Exhaust fans.
- (c) Providing and installation of all necessary controls, electric wiring, distribution and control boards and panels.
- (d) Supplying and installing any other item or equipment required to complete the system in all respects.
- (e) Technical Specifications and design drawings have to be provided by the Contractor along with details of performance, construction and technical literature.
- (f) Temperature. Humidity, pressure and air changes shall be maintained as per following requirement

Required Temperature	18c	24c
Humidity	30%	60%
Required pressure	-2.5pa	
Air Changes	12	15 per hours

Note: Contractor must visit the site for technical information & designing the negative pressure rooms before the pre-bid meeting.

ITEM	DESCRIPTION/CODE	UNIT	QTY.	Rate in PKR without Taxes	Total amount in PKR with taxes
1	DESIGNING, SUPPLY, INSTALLATION & TESTING & COMMISSINING OF CENTRIFUGAL EXHAUST FANS				
	EF-1 (CFM)	NO	1		
	EF-2 (CFM)	NO	1		
	EF-3 (CFM)	NO	1		
	EF-4 (CFM)	NO	1		
2	SUPPLY AND INSTALLATION OF DUCTING & SHEET METAL WORK COMPLETE WITH HANGERS, BRACINGS, SPLITTER DAMPERS ETC, COMPLETE IN ALL RESPECT.				
	US GAUGE	SFT			
	US GAUGE	SFT			
	US GAUGE	SFT			
3	PRESSURE MONITORING DEVICE (DPS) IN ALL RESPECT	NO	4		
4	TEMEPRATURE & HUMIDITY MONITORING DEVICES IN ALL RESPECT	NO	4 Each		
5	SUPPLY & INSTALLATION OF 18 GAUGE GI SHEET VOLUME CONTROL DAMPERS AS SPECIFIED , COMPLETE IN ALL RESPECT				
	VCD (VOLUME CONTROL DAMPER)	SFT			
6	FLEXIBLE CONNECTORS	RFT			
7	SUPPLY AND INSTALLATION OF ELECTRICAL & CONTROL WORKS	LOT			
8	TESTING,COMMISSIONING AND AIR BALANCING OF ENTIRE SYSTEM	LOT	1		
9	SHOP AND AS-BUILT DRAWINGS	LOT	1		
10	RELATED CIVIL WORKS INCLUDING EQUIPMENT FOUNDATIONS AND COORDINATION WITH OTHERS.	LOT	1		
	TOTAL (PKR):				

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1. Bid Form and Price Schedules

Date: _ IFB No: _____

To:

Hospital Director,
Peshawar Institute of
Cardiology, Medical Teaching
Institution, Peshawar.

Sir,

Having examined the bidding documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods and services] in conformity with the said bidding documents for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

Price Schedule in Pak. Rupees

Name of Bidder_____IFB Number_____Page of_____

1	2	3	4	5	6	7
Item	Description	Country of Origin	Qty	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required ³

Signature of Bidder _____

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

2. Bid Security Form

Whereas [name of the Bidder] (hereinafter called “the Bidder”) has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto [name of Procuring agency] (hereinafter called “the Procuring agency”) in the sum of _____ for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _day of _20_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the BidForm; or
 2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:
 - a. fails or refuses to execute the Contract Form, if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;
 3. We undertake to pay to the Procuring agency up to the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the Procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
 4. This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.
-

4. Performance Security Form

To: [name of Procuring agency]

WHEREAS [name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated _____ 20____ to supply [description of goods and services] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of __20____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

5. Bank Guarantee for Advance Payment

To: [name of Procuring agency]

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, [name and address of Supplier] (hereinafter called “the Supplier”) shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

Technical Bid Quotation (Form):

[illegible]

CONTRACT AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

Hospital Director Peshawar Institute
Of Cardiology, PIC-MTI
(CLIENT)

M/sxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxx
(Supplier)

Witness-1

Witness-1

Signatures_____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

Witness-2

Witness-2

Signatures_____

Signatures _____

Name _____

Name: _____

Title _____

Title: _____

(Seal)

Terms And Conditions

1 Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) **“The Contract”** means the agreement entered into between the Employer and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **“The Equipment”** means all the equipment, machinery, and/or other materials which the Contractor is required to supply to the Employer under the Contract.
- (c) **“The Employer”** means **PIC-MTI, Peshawar** his administrators and legal representatives, assigns and successors.
- (d) **“Engineer”** means the HVAC Engineer PIC-MTI of the Employer appointed from the time by the Employer and notified in writing to the Contractor to act as “Project Engineer” for the purposes of the Contract.
- (e) **“The Contractor”** means the Tenderer whose tender has been accepted by the Employer and shall include Contractor’s legal personal representatives, successors and permitted assigns.
- (f) **“Equipment Schedule”** means equipment data as provided for in the Technical Specifications for the purpose of equipment selection.
- (g) **“HVAC”** means Heating, Ventilation and Air Conditioning.
- (h) **“Works”** means all the works to be executed in accordance with the Contract
- (i) **“Final Acceptance”** means final acceptance by Employer after satisfactory commissioning and performance tests.
- (j) **“Manufacturer”** means the Manufacturer of the Equipment furnished by the Contractor.
- (k) **“Commissioning”** means putting into full operational service and compliance with the specifications as set forth in these documents.
- (l) **“FCU”** mean centrifugal exhaust fans

1. Responsibilities of the Contractor

1.1. Technical Specification/Scope of Work

1.1.1. The Contractor shall furnish all labor, materials, equipment, tools, appurtenances, services, temporary work and storage including unloading and storage at site necessary to completely, supply, install, test, commission, and maintain the Negative pressure rooms in the perfect operating condition. The Contractor shall also adjust,

balance, readjust the existing FCU's in the negative pressure rooms. The Contractor shall commission, operate and maintain all the system for a period specified elsewhere in the Specifications under maintenance period, as specified.

1.1.2. The equipment and material selected and used for the works by the Contractor shall be inspected by the Engineer Incharge and, if not approved shall be removed forthwith from the site by the Contractor and replaced by equipment and materials conforming with the requirements of the Contract.

1.1.3. The works shall be in accordance with the Bill of Quantity (BOQ) attached to the Contract.

1.1.4. The delivery of equipment and materials to the site is to be arranged by the Contractor in consultation with the Engineer Incharge.

1.1.5. Without limiting the generality of the foregoing the work consists of:

- i. Designing, Supply, installation, testing & commissioning of Negative pressure rooms. The system shall comprise of designing, installation of centrifugal exhaust fans, ducting works, pressure/temperature and humidity monitoring devices, electrical & control works & other accessories to complete the system in all respects. The Contractor shall be responsible for air balancing of entire the entire system.
- ii. Construction of foundations for Exhaust fans.
- iii. Providing and installation of all necessary controls, electric wiring, distribution and control boards and panels.
- iv. Supplying and installing any other item or equipment required to complete the system.
- v. Technical Specifications and design drawings have to be provided by the Contractor along with details of performance, construction and technical literature.
- vi. Providing and installation of all necessary controls, electric wiring, distribution and control boards and panels.

1.1.6. Specifications are only general guidelines and by no means cover details of such equipment. These only spell out the intent of the requirement. The details have to be provided by the Contractor along with details of performance, construction and technical literature.

1.1.7. Programme to Be Furnished

1.1.8. The Contractor shall, within 07 days of after signing of contract agreement, submit in writing, for the approval of the Engineer:

- (b) Critical path, PERT scheduling of the program of works, or a bar chart showing the order of procedure and method in which he proposed to carry out the works with all activities, Design and Drawing.

1.1.9. If the program submit by the Contractor is not to the satisfaction of the Engineer Incharge, either as a whole or part thereof, the Contractor shall amend this program in accordance with Engineer Incharge instructions.

1.1.10. The acceptance or approval of such program by the Engineer Incharge shall in no way relieve the Contractor of any of his duties or responsibilities under the Contract.

1.2. Time for Completion

1.2.1. The overall project shall be completed within three (03) months, unless such time shall be extended as hereinafter provided.

1.2.2. Should the Contractor be delayed in the execution or completion of the works by the act, neglect, delay or default of the Employer, or if such delay be occasioned by Force Majeure as defined in section 26 of terms and conditions hereof, or by alterations or additions by the Engineer Incharge in the original plans and specifications during the progress of the works, then any such delay shall not be deemed to be a fault of the Contractor and the time for completion shall be extended in relation to time lost by reason of the aforesaid causes.

1.2.3. The term “Force Majeure” as employed herein shall mean, but not by limitation, any riots, political disturbances, mobilization, wars, fires, floods, storms, accidents, and other acts of God.

2. Changes, Alteration and Additions

2.1. The Engineer Incharge may, at any time, give further instructions and directions as may be necessary for the guidance of the Contractor. The Engineer Incharge may order work or material either in addition to that provided for in specifications, or dispense with or change the dimensions, character, quality, description, location or positioning of whole or any part of the works or materials provided for in specifications. The Contractor shall perform his work in accordance with such conditions, omissions or alterations as if these had been included in or omitted from the original plans and specifications.

2.2. Such variation order(s) shall not, in any way, vitiate or invalidate the Contract.

2.3. All additional work or omissions resulting from variation orders as aforesaid, shall be valued at the rates and price set out in the schedules of item wise prices and item rates, or if the said schedule does not contain applicable rates and prices, then suitable rates and prices based upon the Contract, or in default of agreement, fixed by the Engineer incharge, as the case may be, shall be either added to or deducted from the sum which would otherwise have been payable to the Contractor.

2.4. The Engineer incharge shall determine whether compliance with such variation orders increase or decrease the cost of works to the Contractor.

3. Default of The Contractor

If the Contractor shall fail to complete the works within the time prescribed in section 1.2.1 hereof or extended time, then the Employer may, without prejudice to any other method or recovery, deduct the amount of liquidated damages per day stated in the section 21 (penalty) below from any money due, or which may become due, to the Contractor. Such deduction shall not relieve the Contractor from his obligations to complete the work.

5. Country of Origin

5.1. All Equipment supplied under the Contract shall have their origin in the countries and territories eligible under Contract.

5.2. For purposes of this Clause “origin” means the place where the Equipment were manufactured.

6. Standards

6.1. The Equipment supplied under this Contract shall conform to the standard and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Equipment’ country of origin and such standards shall be the latest issued by the concerned institutions.

7. Use of Contract Documents and Information

7.1. The Contractor shall not, without the Employer’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawings, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.

7.2. The Contractor shall not, without the Employer’s prior written consent, make use of any document or information enumerated in Para. 7.1 except for purposes of performing the Contract.

7.3. Any document, other than the Contract itself, enumerated in Para, 7.1 shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Contractor’s performance under the Contract if so required by the Employer.

8. Patent Rights

Not Used

9. Performance Security

9.1. Within the time stated in the special Condition clause 7.1, the Contractor shall furnish performance Security to the Employer in the amount and in the form specified in the Special Condition.

- 9.2. The proceeds of the performance Security shall be payable to the Employer as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 9.3. The Performance Security shall be denominated in Pak Rupees and shall be in the form stated in the Special Condition.
- 9.4. The Performance Security will be discharged by the Employer and returned to the Contractor not later than 30 days following the date of completion of the job i.e. successful testing & commissioning of entire project.

10. Packing

- 10.1. The Contractor shall provide such packing of the Equipment as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. 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' final destination and the absence of heavy handling facilities at all points in transit.
- 10.2. 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 Contract, or in any subsequent instructions ordered by the Employer.

11. Delivery of Equipment

- 11.1. Delivery of the Equipment shall be made by the Contractor in accordance with the clause mentioned above.

12. Insurance

- 12.1. The Equipment supplied under the Contract shall be fully insured in Pak Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery upto installation in the manner specified in the Special Condition of Contract by the Contractor at his cost.

13. Transportation

- 13.1. Transport of the Equipment to the point of destination as specified in the Contract shall be arranged and paid for by the Contractor. No reimbursement shall be made by the Employer on this account.

14. Warranty

- 14.1. The Contractor warrants that the Equipment supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrant that the Equipment supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act

or omission of the Contractor and. Or manufacturer, that may develop under normal use of the supplied Equipment in the conditions obtaining in Pakistan.

14.2. This warranty shall remain valid for a period stated in the Special Conditions of Contract clause 15.1.

14.3. The Employer shall promptly notify the Contractor in writing of any claim arising under this warranty.

14.4. Upon receipt of such notice, the Contractor shall, with all reasonable speed, repairs or replace the defective Equipment as specified in SC clause 15.4

14.5. If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

15. Prices

15.1. Prices charged by the Contractor for Equipment delivered and Services performed under the Contract shall not vary from the prices quoted by the Contractor in his Tender until completion of entire works.

16. Contract Amendments

16.1. No variation in or modification of the terms of the Contract shall be make except by written amendment signed by the parties.

17. Assignment

17.1. The Contractor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Employer's prior written consent.

18. Sub Contracts

Not allowed

19. Delays in the Contractor's Performance

19.1. Delivery of the Equipment and performance of services shall be made by the Contractor in accordance with the time schedule specified in sub section 1.2.1.

19.2. An unexcused delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to any or all the following sections: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.

20. Liquidated Damages

- 20.1. if the Contractor fails to deliver any or all of the Equipment or perform the services within the time period (s) specified in the term and condition section 1.2.1, the Employer shall without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages up to a maximum deduction as specified in the terms and condition section 22 below.

21. Penalty

Failure to complete the project within three (90 days) months liquidity damages shall be charged asunder

- I. Liquidity damage shall be charged @ 2% on total contract value for late completion beyond three (90 days) months up to 15 days.
- II. Liquidity damage shall be charged @ 5% on total contract value for late completion beyond three (90 days) months up to 30 days

22. Termination of Contract

- 22.1. The Employer may, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Contractor, terminate the Contract in whole or in part:

- a) If the Contractor fails to deliver any or all of the Equipment within the time period(s) specified in the Contract, or any extension thereof granted by the Employer
- b) If the Contractor fails to perform any other obligation(s) under the Contract.

- 22.2. In the event the Employer terminates the Contract in whole or in part, the Employer may procure, upon such terms and a such manner as it deems appropriate, Equipment similar to those undelivered, and the Contractor shall be liable to the Employer for any access costs for such similar Equipment. However, the Contractor shall continue performance of the Contract to the extent not terminated.

23. Termination of Insolvency

- 23.1. The Employer may add any time terminate the Contract by given writing notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or other insolvent, provided that such termination will not prejudiced or affect any right to action or remedy which has accrued or will accrue thereafter to the Employer.

24. Termination for Convenience

- 24.1. The Employer, may by written notice send to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

- 24.2. The Equipment those are complete and ready for shipment within 30 days after the Contractors receipt of notice of termination shall be purchased by the Employer at the Contract terms and prices. For the remaining Equipment, the Employer may elect:

To have any portion completed and delivered at the Contract term and prices.

25. Force Majeure

25.1. Notwithstanding the provisions of the Conditions of Contract Clause-22, 23 & 24 the Contractor shall not be liable forfeiture for its performance security, liquidated damages or termination for default, if and to the extent that, its deeply in performance or other failure to perform its obligation under the Contract is the result of an event of force majeure.

25.2. For purposes of this clause “Force Majeure” means an event beyond the control of Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such event may include, but are not restricted to, acts of the Employers either in its sovereign or Contractual capacity, wars or revolutions, fire, floods, epidemics, quarantine restrictions and freight embargoes.

25.3. If a force majeure situation arises, the Contractor shall promptly notify the Employer in writing of such conditions and the cause hereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by force majeure event.

26. Resolution of Dispute

26.1. The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

26.2. If, after thirty (30) days from the commencement of such informal negotiations, the Employer and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in the special conditions of the Contract. This mechanism may include, but are not restricted to, conciliation mediated by a third party, adjudication in a Pakistan court and/ or arbitration. The mechanism shall be specified in the special conditions of Contract.

27. Governing Language

27.1. The Contract shall be written in the language of the Tender, as specified by the Employer in the instructions to tenderers. Subject to Conditions of Contract Clause-30, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

28. Application Law

28.1. The Contract shall be interpreted in accordance with the laws of Pakistan.

29. Notice

29.1. Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by letter by facsimile message and confirmed in writing to the address specified for that purpose in the special conditions of Contract.

29.2. A notice shall be effective when delivered or on the notice’s effective date,

whichever is later.

30. Tax and Duties

30.1. The Contractor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.

30.2. the Contractor shall be entirely responsible for all taxes, duties, license fees, etc. incurred inside Pakistan until delivery of the Contracted Equipment to the Employer.

31. Payments

- 100 % payment will made to the contractor upon completion of project however, performance security shall not be release till defect liability period. If any penalty/liquidity damage occur during defect liability period it shall be charged from performance security

the above payment will be condition to verification of bill by PIC-MTI (Engineer /director building and facilities).

32. Signing of the Service Agreement

32.1. The Successful Bidder shall receive an invitation in form of Letter of Award from Peshawar Institute of Cardiology PIC-MTI with the aim to sign a Contract Agreement for Required Goods as defined in the Bill of Quantity (BOQ). The Successful Bidder shall, within Fourteen days (14) days of receipt of Letter of Award, furnish Performance Security in favour of Hospital Director Peshawar Institute of Cardiology. The successful bidder shall immediately sign the agreement with Peshawar Institute of Cardiology PIC-MTI.

Purchase officer (QZ)
PIC-MT Peshawar

Asst. Manager Purchase
PIC-MTI

Manager Material Management
PIC-MTI

HVAC Engineer
PIC-MTI

Manager Building & Facilities
Engineer
PIC-MTI

Bio-Medical
PIC-MTI

Director Facilities
PIC-MTI

Director Finance
PIC-MTI

Hospital Director
PIC-MTI Peshawar