

# Medical Teaching Institution (MTI)

Khyber Medical College, Peshawar

Contact No: 091-9221384-8

[www.kmc.edu.pk](http://www.kmc.edu.pk)



## BID SOLICITATION DOCUMENTS

For

### OFFICE FURNITURE

Framework Contract  
FY 2024-25

**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.

*Assistant Manager Procurement  
KMC Peshawar*

*Sub-Engineer (Civil)  
KMC Peshawar*

*Director Works  
KMC Peshawar*

*Administrative Officer  
KMC Peshawar*

*Senior Finance Officer  
KMC Peshawar*

*Chairman Purchase Committee  
KMC Peshawar*

## INTRODUCTION:

Khyber Medical College, Peshawar (MTI) invites Item wise sealed bids for each category (mentioned in Statement of Requirement below) from the eligible bidders for procurement of “**Office Furniture**” through Open Competitive Bidding under rule 6(2) (a) “**Single Stage Single Envelope**” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

| <i>Description</i>                     | <i>Dates</i>                     |
|--|----------------------------------|
| <b>Pre-bid meeting</b>                 | <b>11/ 07 /2024 at 11:00 AM</b>  |
| <b>Closing/Last Submission/Opening</b> | <b>22/ 07 / 2024 at 11:00 AM</b> |
| <b>Bid security</b>                    | <b>Rs. 100,000</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 2014/2022.
- 1.2. The rate shall be considered for Khyber Medical College (KMC)-MTI Peshawar
- 1.3. Bid complete in all respect must reach the undersigned by **11:00 hours on 22-07-2024** which will be opened at **11:30 hours** on the same day in the Conference room of KMC, in the presence of the procurement committee and the bidders/representatives who choose to be present.
- 1.4. Each Bidder shall write the name of the quoted brand along with complete specifications.
- 1.5. All the bidders are required to provide annexure wise complete requisite documents with page marking.
- 1.6. All prices quoted must be in Pak Rupees (PKR) and should include all applicable taxes. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes.
- 1.7. If any of the bidder requires any clarification regarding specification, Size, quality, or any other query, he may visit Procurement Department KMC, during working hours till the 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 submit one original in hard tap binding form.
- 1.12. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
  - a. Received without bid security as mentioned in BSD.
  - b. 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:Alternate rates (**Double rates for single Items**) will not be accepted.
- 1.13. Usage of correction fluid & corrections will not be considered unless duly signed by the authorize person.
- 1.14. Joint venture / consortium is not eligible for this tender.
- 1.15. In case of Bid Tie, the contract will be awarded to the firm provide the better Quality.

- 1.16. Bidders are required to clearly mark on the envelop as Bid for “**Office Furniture.**”
- 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 KMC 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 2014/2022.

## **2. General And Special Conditions of Contract**

### **2.1. Language**

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

### **2.2. Bid Security**

- I. Bid security shall be submitted to the amount of PKR 100,000/- in shape of Call Deposit Receipt (CDR) from schedule bank of Pakistan, excluding microfinance banks, in favor of “Suppliers contractors Security Deposit KMC”. A bid accompanied by Ordinary Cheque/Pay Order (PO) shall be rejected as non-responsive.
- II. Bid Security of the unsuccessful bidders shall be released as promptly as possible upon the successful Bidder’s signing of Contract Agreement;
- III. The bid security of the successful bidder shall be considered as the performance security till the validity of tender/contract.

### **2.3. The Bid security shall be forfeited**

- i If a bidder withdraws his bid during the period of bid validity; or
- ii In the case of a successful bidder, if he fails to:
  - a. Sign the contract agreement.
  - b. supply of goods as per purchase order.
  - c. commits any breach of the Contract Agreement

### **2.4. Place of Delivery**

The Bidder shall be solely responsible for transportation, loading, unloading and staking of the supplied items, till Khyber Medical College-MTI Peshawar.

### **2.5. Inspection Of Goods on Delivery**

Before payment, the concerned Department of KMC-MTI shall inspect the delivered material for meeting the quality and quantity against the prescribed specification. Any payment shall be processed after satisfactory assessment/inspection and acceptance by the Concerned Department.

### **2.6. Defects**

All defects in material/defective items will be corrected/replaced without any cost to the KMC-MTI within 07 days from the date of notice by the KMC-MTI.

## 2.7. Packaging

The Bidder shall provide such packing of the Equipment as is required to prevent their damage or deterioration during transit to their final destination. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Equipment's final destination and the absence of heavy handling facilities at all points in transit.

## 2.8. Performance Security

- I. The bid security shall be retained till the closing of the contract period i.e., 30-06-2025, however no performance security shall be sought from the successful bidders. However, if contract extend then the bid security shall be valid up to extendable period.
- II. The Bid Security as a performance Security may be forfeited if the Supplier/Vendor fails to deliver or supply goods/Services in accordance with the terms and conditions of the Purchase Order or commits any breach of the Contract Agreement.

## 2.9. Bid Validity

- i. The bids should be valid for a period of 120 days.
- ii. In exceptional circumstances, KMC may solicit the Bidder's consent to an extension of the period of validity reasons shall be recorded in writing. The request and the responses there to shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

## 3. Qualification/Eligibility /Mandatory Criteria

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

| S # | Description   | Remarks          |
|-----|---|------------------|
|     | <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 Active Tax Payer List (ATL);<br><b>(Provide copy of relevant certificates)</b>   | <b>Mandatory</b> |
| 2.  | The bidder/firm must have supplied Office Furniture to at least three (03) Institutions/ hospitals in last Five (05) years<br><b>Note: Bidder Must attached Purchase Orders/ of Government/Semi Government/Renowned Private Hospitals/organization)</b> | <b>Mandatory</b> |
| 3.  | 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.                          | <b>Mandatory</b> |
| 5.  | Bid security Shall be attached as mentioned in the advertisement/BSD  | <b>Mandatory</b> |

#### **4. Evaluation And Comparison of Bids**

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

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

- a. The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.
- b. The suppliers shall appoint a focal person who shall coordinate with KMC-MTI at all times during the execution of the project/Contract.
- c. The supplier shall carry out the services/Supplies with due diligence and efficiency and in conformity with sound practices.
- d. The supplier shall act at all times so as to protect the interests of the KMC-MTI and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the KMC-MTI such information relating to the Services as the Client may from time-to-time reasonably request.
- e. Except with the prior written approval of the KMC-MTI, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services/Goods without prior consent of the service providers
- f. The supplier agrees that no proprietary and confidential information received by the supplier from the KMC-MTI shall be disclosed to a third party unless the supplier receives a written permission from the KMC-MTI to do so.
- g. Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement: -
  - i. Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;
  - ii. Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, KMC-MTI reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier;

- iii. or recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.

## **6. Disputes And Controversies/Dispute Resolution**

- i. KMC-MTI shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPP Redressal Rules 2014.
- ii. If a bidder is not satisfied with the decision of the Committee, he may take recourse to the KPPRA.
- iii. The mere fact of lodging a complaint shall not warrant suspension of procurement process.
- iv. Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by KPPRA whose decision will final and binding on both the parties

## **7. Sub-Letting Contract**

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Service/Goods subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled to cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

## **8. Bribes Commission Etc.**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor/Supplier or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the procuring entity, shall in addition to any criminal liability which he may incur, subject the contractor/Supplier to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive

## **9. Termination**

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

### **9.1. Termination by the Client**

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

### **9.2. Termination by the Supplier**

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

## **10. Force Majeure**

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar

events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome. If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

## **11. Other Terms & Conditions of The Market**

- 11.1. This Bidding procedure will be conducted in light of Framework Contract (Rule 31- A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.
- 11.2. Contracts shall be confirmed through a written agreement signed between successful bidder and the KMC-MTI Peshawar.
- 11.3. Due to framework contract rate quoted by the bidder shall be valid till. June 30th 2025.  
**However extendable for three (03) to Six (06) months or earlier till the finalization of new contract on mutual consent of both parties.**
- 11.6. 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.
- 11.7. 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.
- 11.8. 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 KMC-MTI Peshawar.
- 11.9. In case of repeated failure or non-supply the KMC-MTI Peshawar reserves the right to forfeit the bid security and may proceed for debarment / blacklisting.
- 11.10. Each Items supplied shall strictly conform to the Schedule of Requirements and to the Technical Specifications prescribed by the KMC-MTI Peshawar against each item.
- 11.11. The Unit Cost agreed in the Price Schedule, is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.
- 11.12. All clauses mentioned in Contract Agreement made with the successful bidders shall be considered as part of this BSD.
- 11.13. 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.

## **12. Delivery Of Items & Penalty**

a. The schedule for supply of goods shall be as under:

- i. Within 30 days from the date of issuance of supply order by the Purchasing Agency for items to be locally available
- ii. Within 90 days from the date of issuance of supply order by the Purchasing Agency for items to be imported. (bill of lading should be attached)

b. The Penalty on late supply of goods shall be charged as under

- i. Penalty @2% For Late Supply within 15 Days from due date of delivery.
- ii. Penalty @ 5% For Late Supply within 16-30 Days from due date of delivery.
- iii. Penalty @ 10% For Late Supply beyond 30 Days from the due date of delivery.

## **13. Award Of Contract:**

Contracts shall be confirmed through a written agreement signed between the successful bidder and the Khyber Medical College, MTI Peshawar.

## **14. Signing of the Contract Agreement**

The successful bidder shall receive an invitation in form of Letter of Award from Khyber Medical College KMC-MTI with the aim to sign an Agreement for Required items as defined.

The successful bidder within Fourteen days (14) days of receipt of Letter of Award will sign the agreement however, bid security shall not be release and shall be consider as a Performance Security till duration of contract.

## **15. Payment:**

15.1. No advance payment will be permissible.








15.2. The payment will be made after successful supply, installation and inspection of all requisite items.








## **16. Applicable laws**





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







## 17. STATEMENT OF REQUIREMENT WITH SPECIFICATION

| S# | ITEM NAME              | SPECIFICATION  | PRICE  | Unite Price inclusive of Taxes |
|----|------------------------|--|--|--------------------------------|
| 1  | Victorian Bench        | (As per sample, which can be seen in Store Section KMC)<br>46 kg or above Iron Sides (one side 23 kg), Deco Painted<br>Sheesham Wood or equivalent strips<br>Size: 1"x2.5"<br>Best Quality Polish that cannot be damaged by sunlight, rain, etc.               |    |                                |
| 2  | Iron Bed Standard Size | Iron Bed standard size (6.5'x3.5') (As per sample, which can be seen in Store Section KMC). External Bed Frame (head, foot end & side rails) 18 gauge and slats (internal pipe) 20 gauge, with best quality color paint  |    |                                |
|    | Iron Bed Small Size    | Iron Bed size (6.25'x3') (As per sample, which can be seen in Store Section KMC). External Bed Frame (head, foot end & side rails) 18 gauge and slats (internal pipe) 20 gauge, with best quality color paint  |   |                                |
| 3  | Study Chair            | Iron Frame pipe 3/4" of Heavy 18 Gauge with rubber boots<br>Best Quality Polished Shesham Wood or equivalent Armrests<br>Best Quality Poshish (Cloth/Rexene)<br>Length, Width, Height of standard size (As per sample, which can be seen in Store Section KMC) |  |                                |
|    | Tablet Chair           | Tablet chair frame made of steel pipe 18 gauge with sheesham wood or equivalent strips having Eight (08) strips in Set and 3 strips in back with A-grade sheesham wood arm   |  |                                |
|    | Dining Chair           | Made up of complete Shesham Wood or equivalent   |  |                                |
| 4  | Study Table            | Iron Frame pipe 1" of Heavy 18 Gauge with rubber boots<br>Top made of MDF Sheet<br>As per sample<br>Size: 3'x2'  |  |                                |

|    |                    |  |  |  |
|----|--------------------|--|--|--|
| 5  | Computer Chairs    | Computer Revolving Chair with best quality foam cushion, lockable tilting mechanism, pneumatic height adjustment, five-legged base with heavy duty twin caster   |    |  |
| 6  | Revolving Chairs   | High back, with best quality foam cushion, lockable tilting mechanism, pneumatic height adjustment, five legged steel base with heavy duty twin caster   |    |  |
| 7  | White Board        | White board size (10' x 4')  |  |  |
| 8  | Easy Chairs        | Easy Chairs (For Administrative Office), best quality As per Sample  |    |  |
| 9  | Folding Ladder     | Aluminum Folding Ladder (per running ft. height) Best Quality As per Sample  |  |  |
| 10 | Center Table Large | Size: Length x Width = 900mm x 500mm, Thickness of Top = 38mm, Frame made of Shesham Wood and top made of venboard with fine polish finishing  |  |  |
| 11 | Center Table Small | Size: Length 500mm x Width 500mm, Thickness of Top = 38mm, Frame made of Shesham Wood and top made of venboard with fine polish finishing  |  |  |
| 12 | Office Chairs      | Seat size: 460mm x 460mm, Back size: 460mm x 460mm, Seat height: 460mm Arms height: 650mm, Arms 02 Nos with cushioned, Size 450mmx 55mm x 55mm Legs width: 55mm Structure made of Shesham Wood Best quality cushion and polish As per Sample |  |  |

|    |                                 |  |  |  |
|----|---------------------------------|--|--|--|
| 13 | Executive Revolving Chairs      | High back, with best quality foam cushion, lockable tilting mechanism, pneumatic height adjustment, five legged steel base with heavy duty twin caster   |   |  |
| 14 | Office Table Large              | <p>length 1500mm x width 900mm x height 750mm</p> <p>03 drawers on one side, each drawer size: 450mm x 425mm with best quality channels and handles. One upper drawer is installed with heavy duty best quality lock</p> <p>Keyboard tray with best quality (channels) Heavy duty strips for good step</p> <p>Table structure made of best quality shesham venboard and finishing with best quality polish</p> <p>Table Frame, drawers, table edges and Table base should be made of best quality wood</p> |    |  |
| 15 | Chairs (Bench) for Waiting Area | <p>03 seater steel chairs, 18-gauge steel heavy duty, dimension span: 1772 x 790 x 810mm, seat height 400mm, chrome color and weight more than 35 kg</p> <p>Back and Down side shall be S.S rod for proper support of bench</p> <p>As per Sample</p>   |  |  |
| 18 | Side Table                      | <p>Size: length 900mm x 325mm, 02 shelves, keyboard tray of standard size with best quality channel, 01 lockable drawer with channel and lockable standard size box</p> <p>Structure made of best quality shesham venboard, with wooden base &amp; fine polish finishing</p>   |  |  |

|                                       |                                     |   |  |  |
|---------------------------------------|-------------------------------------|---|--|--|
| 19                                    | Wooden Benches without Back Support | Wood work: Top strips 06 Nos in quantity, size 1200mm x 50mm x 25mm, strips made of hard seasoned Shesham wood<br>Steel frame structure: Steel frame made of 18-gauge mild steel square pipe structure consists of 02 Nos top long rails of frame of size 1175mm x 25mm x 25mm<br>Legs 04 Nos of size 450mmx25x25mm, center support rail 01 Nos of size 1175mm x 25mmx25mm<br>Rubber shoe 04 Nos of best quality, nails (steel/brass) and lacquer, thinner, powder coated paint & wood sealer must be ICI or equivalent |    |  |
| 20                                    | Sofa Set (For Executive Office)     | 05 Seater sofa set: (3+1+1) with wooden arms rest<br>Structure made of best quality wood and seat & back cushioned completely with best quality foam and leather/cloth<br>Best quality polished<br>As per Sample  |    |  |
| 21                                    | Sofa Cum Bed (03 Seater)            | Standard size: 03 seaters, structure made of best quality wood, seat and back cushioned with best quality foam & cloth/Rexene, longer service life, termite resistance, dimensional accuracy and quality finishing<br>As per Sample   |   |  |
| 22                                    | Book Cupboard (Wooden)              | Size: Height 1800mm x width 1200mm x depth 450mm, 04 shelves (height between shelves 400mm) with central partition, structure made of best quality lamination<br>Wooden Base<br>Doors for lower partitions<br>Best quality handles, locking arrangements, and other accessories   |  |  |
| <b>Total Price Inclusive of Taxes</b> |                                     |   |  |  |

**NOTE: Sample will be called at the time of selection (if required)**

**18. Blacklisting 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

**19. Conditions for debarment of Defaulted Bidder/Contractor**

- I. Failure or refusal to; Accept Purchases Order / Services order terms;
- II. 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 Khyber Medical College, Peshawar.

## **20. Procedure for Blacklistment and debarment**

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

## **21. 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.