



Government of Khyber Pakhtunkhwa

Health Department

INTEGRATED HEALTH PROJECT, PESHAWAR

KHYBER PAKHTUNKHWA

Standard Bidding Documents

**For National Competitive Bidding
Pakistan**

For

**Procurement of Basic Equipment for BeMonc Under Integrated Health
Project (IHP),**

81-E, Old Bara Road University Town Peshawar

FOR THE YEAR 2019-21

March 2020

PART ONE (UNCHANGABLE)

- Instructions to Bidders (ITB)
- General Conditions of Contract (GCC)

Preface

These Bidding Documents have been prepared for use by procuring agencies and their implementing agencies in the procurement of goods through National Competitive Bidding (NCBs) as well International Competitive Bidding (ICBs) vide 41(g) KPP Rules 2014.

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which would remain the same for every procurement 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 is further organized into six sections. Sections I, II, III, IV, and V, respectively contain Invitation for Bids; Bid Data Sheet; Special Conditions of Contract; Schedule of Requirements; Technical Specifications; and the forms to be used, while Section VI is about Sample Forms.

This is Part one which is fixed and contains provisions which are to be used unchanged. 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.

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Part One - Section I.

Instructions to Bidders

Notes on the Instructions to Bidders

This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring agency. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Part One Section I contains provisions that are to be used unchanged. Part Two Section II (Bid Data Sheet) consists of provisions that supplement, amend, or specify in detail information or requirements included in Part One Section I and which are specific to each procurement.

Matters governing the performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Part one Section II, General Conditions of Contract, and/or Part Two Section III, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring agency, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the contract.

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Instructions to Bidders

A. Introduction

1. Source of Funds	1.1	The Procuring agency has received/applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
	1.2	The funds referred to above in addition shall be “Public Fund” which according to 2 (l) of KPP Rules 2014 means (i) Provincial Consolidated Fund; (ii) foreign assistance; (iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government.
	1.3	Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Khyber Pakhtunkhwa., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.
2. Eligible Bidders	2.1	This Invitation for Bids is open to all suppliers from eligible source as defined in the KPP Rules, 2014 and its Bidding Documents except as provided hereinafter.
	2.2	Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
	2.3	Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa.
	2.4	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) KPP Rules 2014.
3. Eligible Goods and Services	3.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited

		to such goods and services.
	3.2	For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of goods and services is distinct from the nationality of the Bidder.
4. Cost of Bidding	4.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		B. The Bidding Documents
5. Content of Bidding Documents	5.1	The bidding documents include: <ul style="list-style-type: none"> a) Instructions to Bidders (ITB) b) Bid Data Sheet c) General Conditions of Contract (GCC) d) Special Conditions of Contract (SCC) e) Schedule of Requirements f) Technical Specifications g) Bid Form and Price Schedules h) Bid Security Form i) Contract Form j) Performance Security Form k) Manufacturer’s Authorization Form
	5.2	The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.
6. Clarification of Bidding Documents	6.1	An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for Documents clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
7. Amendment of Bidding Documents	7.1	At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.

	7.2	All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
	7.3	In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.
C. Preparation of Bids		
8. Language of Bid	8.1	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
9. Documents Comprising the Bid	9.1	The bid prepared by the Bidder shall comprise the following components: <ul style="list-style-type: none"> a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12 b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and d) Bid security furnished in accordance with ITB Clause 15.
10. Bid Form	10.1	The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity, and prices.
11. Bid Prices	11.1	The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
	11.2	Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
	11.3	The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
	11.4	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies	12.1	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
13. Documents Establishing Bidder's	13.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
Eligibility and Qualification	13.2	The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.
	13.3	<p>The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:</p> <ul style="list-style-type: none"> a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country; b) that the Bidder has the financial, technical, and production capability necessary to perform the contract; c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and d) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	14.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
	14.2	The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	14.3	<p>The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> a) a detailed description of the essential technical and performance characteristics of the goods; b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and c) An item-by-item commentary on the Procuring agency's

		Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
	14.4	For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
15. Bid Security	15.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
	15.2	The bid security is required to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
	15.3	The bid security shall be in Pak. Rupees and shall be in one of the following forms: a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or b) Irrevocable encashable on-demand Bank call-deposit.
	15.4	Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as non-responsive, pursuant to ITB Clause 24.
	15.5	Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.
	15.6	The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
	15.7	The bid security may be forfeited: a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or b) in the case of a successful Bidder, if the Bidder fails: i. to sign the contract in accordance with ITB Clause 32; or ii. To furnish performance security in accordance with ITB Clause 33.
16. Period of Validity of Bids	16.1	Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be

		rejected by the Procuring agency as non-responsive.
	16.2	In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 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.
17. Format and Signing of Bid	17.1	The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
	17.2	The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
	17.3	Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
	17.4	The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
		D. Submission of Bids
18. Sealing and Marking of Bids	18.1	The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
	18.2	The inner and outer envelopes shall: <ul style="list-style-type: none"> a. be addressed to the Procuring agency at the address given in the Bid Data Sheet; and b. bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
	18.3	The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
	18.4	If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.
19. Deadline for Submission of Bids	19.1	Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
	9.2	The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the

		Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
20. Late Bids	20.1	Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
21. Modification And Withdrawal of Bids	21.1	The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
	21.2	The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
	21.3	No bid may be modified after the deadline for submission of bids.
	21.4	No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.
		E. Opening and Evaluation of Bids
22. Opening of Bids by the Procuring Agency	22.1	The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
	22.2	The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
	22.3	Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
	22.4	The Procuring agency will prepare minutes of the bid opening.
23. Clarification of Bids	23.1	During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
24. Preliminary Examination	24.1	The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
	24.2	Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and

		the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
	24.3	The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
	24.4	Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
	24.5	If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
25. Evaluation and Comparison of Bids	25.1	The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
	25.2	The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
	25.3	The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4: <ul style="list-style-type: none"> a. incidental costs b. delivery schedule offered in the bid; c. deviations in payment schedule from that specified in the Special Conditions of Contract; d. the cost of components, mandatory spare parts, and service; e. the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid; f. the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or g. other specific criteria indicated in the Bid Data Sheet and/or h. in the Technical Specifications.
	25.4	For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet: <ul style="list-style-type: none"> a. Incidental costs provided by the bidder will be added by Procuring

	<p>agency to the delivered duty paid (DDP) price at the final destination.</p> <p>b. Delivery schedule.</p> <p>i. The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery “adjustment” will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.</p> <p>or</p> <p>ii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.</p> <p>or</p> <p>iii. The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.</p> <p>c. Deviation in payment schedule:</p> <p>i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.</p> <p>or</p> <p>ii. The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.</p> <p>d. Cost of spare parts.</p> <p>i. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical</p>
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	<p>Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.</p> <p>or</p> <p>ii. The Procuring agency will draw up a list of high- usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.</p> <p>or</p> <p>iii. The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.</p> <p>e. Spare parts and after sales service facilities in the Procuring agency’s country.</p> <p>The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.</p> <p>f. Operating and maintenance costs.</p> <p>Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.</p> <p>g. Performance and productivity of the equipment.</p> <p>i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.</p> <p>or</p> <p>ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.</p> <p>h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.</p> <p>The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.</p>
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Alternative	25.4	25.4 Merit Point System:
		The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.
		[In the Bid Data Sheet, choose from the range of]
		Evaluated price of the goods 60 to 90
		Cost of common list spare parts 0 to 20
		Technical features, and maintenance and operating costs 0 to 20
		Availability of service and spare parts 0 to 20
		Standardization 0 to 20
		Total 100
		The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.
26. Contacting the Procuring Agency	26.1	Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
	26.2	Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.
		F. Award of Contract
27. Post-qualification	27.1	In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
	27.2	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information, as the Procuring agency deems necessary and appropriate.
	27.3	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
28. Award Criteria	28.1	Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be

		qualified to perform the contract satisfactorily.
29. Procuring agency's Right to Vary Quantities at Time of Award	29.1	The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids	30.1	The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
31. Notification of Award	31.1	Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
	31.2	The notification of award will constitute the formation of the Contract.
	31.3	Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
32. Signing of Contract	32.1	At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
	32.2	Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
33 Performance Security	33.1	Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
	33.2	Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.
34. Corrupt or Fraudulent Practices	34.1	The Government of Khyber Pakhtunkhwa requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPP Act, 2009 and Rules made thereunder: <ul style="list-style-type: none"> a. defines, for the purposes of this provision, the terms set forth below as follows: <ul style="list-style-type: none"> i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action

		<p>of a public official in the procurement process or in contract execution; and</p> <p>ii. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;</p> <p>b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.</p>
	34.2	Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.
36. Integrity Pact	35.1	The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.

Part One - Section II.

General Conditions of Contract

Notes on the General Conditions of Contract (GCC)

The General Conditions of Contract in Part One Section II, read in conjunction with the Special Conditions of Contract in Part Two Section III and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Part Two Section III.

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General Conditions of Contract

<p>1. Definitions</p>	<p>1.1</p>	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> a. “The Contract” means the agreement entered into between the Procuring agency and the Supplier, 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 Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. c. “The Goods” means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Procuring agency under the Contract. d. “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract. e. “GCC” means the General Conditions of Contract contained in this section. f. “SCC” means the Special Conditions of Contract. g. “The Procuring agency” means the organization purchasing the Goods, as named in SCC. h. “The Procuring agency’s country” is the country named in SCC. i. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract. j. “The Project Site,” where applicable, means the place or places named in SCC. k. “Day” means calendar day.
<p>2. Application</p>	<p>2.1</p>	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
<p>3. Country of Origin</p>	<p>3.1</p>	<p>All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.</p>
	<p>3.2</p>	<p>For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p>

	3.3	The origin of Goods and Services is distinct from the nationality of the Supplier.
4. Standards	4.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit by the Government	5.1	The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	5.2	The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
	5.3	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.
	5.4	The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.
6. Patent Rights	6.1	The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.
7. Performance Security	7.1	Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	7.3	The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms: a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or b. a cashier's or certified check.
	7.4	The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise

		in SCC.
8. Inspections and Tests	8.1	The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
	8.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
	8.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
	8.4	The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
	8.5	Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
9. Packing	9.1	The Supplier shall provide such packing of the Goods 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 Goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2	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, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.
10. Delivery and Documents	10.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
	10.2	Documents to be submitted by the Supplier are specified in SCC.
11. Insurance	11.1	The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been

		delivered; hence, insurance coverage is seller's responsibility.
12. Transportation	12.1	The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
13. Incidental Services	13.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and / or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	13.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.
14. Spare Parts	14.1	As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: <ul style="list-style-type: none"> a. such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; ii. Following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or

		material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
	15.3	The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
	15.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
	15.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.
16. Payment	16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
	16.2	The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
	16.3	Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
	16.4	The currency of payment is Pak. Rupees.
17. Prices	17.1	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.
18. Change Orders	18.1	The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following: <ul style="list-style-type: none"> a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency; b. the method of shipment or packing; c. the place of delivery; and/or d. the Services to be provided by the Supplier.

	18.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.
19. Contract Amendments	19.1	Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
20. Assignment	20.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.
21. Subcontracts	21.1	The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
	21.2	Subcontracts must comply with the provisions of GCC Clause 3.
22. Delays in the Supplier's Performance	22.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
	22.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	22.3	Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
23. Liquidated Damages	2.31	Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.
24. Termination for Default	24.1	The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part: <ul style="list-style-type: none"> a. if the Supplier fails to deliver any or all of the Goods within the

		<p>period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or</p> <p>b. if the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>c. if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause:</p> <p>“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.</p>
	24.2	In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under 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 the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, IHPdemics, quarantine restrictions, and freight embargoes.
	25.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier 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 the Force Majeure event.
26. Termination for Insolvency	26.1	The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.
27. Termination for	27.1	The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its

Convenience		convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	27.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect: <ul style="list-style-type: none"> a. to have any portion completed and delivered at the Contract terms and prices; and/or b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
28. Resolution of Disputes	28.1	The Procuring agency and the Supplier 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.
	28.2	If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
29. Governing Language	29.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
30. Applicable Law	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.
31. Notices	31.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
	31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.



Government of Khyber Pakhtunkhwa
Health Department
Project Director Integrated Health Project
Standard Bidding Documents
For National Competitive Bidding
Pakistan

For
Procurement of Basic Equipment's for BeMonc under Integrated Health
Project (IHP), Peshawar
FOR THE YEAR 2019-21

March 2020

PART TWO (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 Health Department (www.Healthkp.gov.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

FOR FRAME WORK AGREEMENT OF BASIC EQUIPMENTS FOR BEMONC UNDER INTEGRATED HEALTH PROJECT FOR FY 2019-21

1. The Project Director Integrated Health Project, 81-E Old Bara Road University Town Peshawar invites sealed bids under National Competitive Bidding from Manufacturers & authorized/sole agents for the Purchase of Basic Equipment for BeMonc under Integrated Health Project for the financial year 2019-21.
2. Bidding shall be conducted through Single Stage –Two Envelopes Bidding Procedure comprising a single package containing two envelopes as per KPPRA Rules-2014. Each envelope shall contain separately Technical and Financial bid clearly marked in bold & legible letters. The firms are bound to provide complete information of the bidder along with its postal as well as valid email address and phone number/s on each of the respective envelope.
3. Interested Bidders must obtain Application Form along with complete set of bidding documents from the Integrated Health Project, 81-E Old Bara Road University Town Peshawar during office hours on any working day till 20th March 2020, against the non-refundable cash payment of Pak Rupees @ 1000/- Original Receipt of the paid amount must be attached to the Technical Bid inside its sealed envelope. The Bidding Documents can also be downloaded from the following official websites www.healthkp.gov.pk, www.dhiskp.pk & www.kppra.gov.pk
4. A Pre-bid meeting will be held on Thursday 12th March 2020, at 11:00 AM, at Office of the Project Director Integrated Health Project, 81-E Old Bara Road University Town Peshawar. The bidders are requested to thoroughly study the Standard Bidding Documents before the pre-bid meeting for any clarification of their queries during the said meeting and the bidders are encouraged to attend the pre-bid meeting as mentioned in the bid data sheet of the SBD of Integrated Health Project for FY 2019-21.
5. Interested Bidders must submit their sealed bids to the Office of the Project Director Integrated Health Project, DGHS Khyber Pakhtunkhwa, on or before 10:30 AM, Tuesday 24th March 2020, which will be opened on the same day at 11:00 AM in the presence of those bidders or their representatives, who choose to attend the process. Bids submitted after 10:30 AM sharp and at a place other than the above-mentioned one shall not be entertained.
6. Financial bid must be accompanied with Bid Security amounting to Rupees 500,000/- flat per firm the same shall be in the shape of Crossed Demand Draft (DD) / Call Deposit Receipt (CDR)/ Security Deposit Receipt (SDR) in the name of the undersigned and the bid security shall be submitted from the account of the firm / bidder who submits the bid. Copy of the bid security shall be enclosed with the technical bid as well. Bid security in any other form than the above-mentioned prescribed instruments shall not be acceptable and shall lead to rejection of the bid.
7. Bid must be computer typed & printed on original letterhead and the offered bid price must be written both in figures and in words. Quotations with cutting and/or overwriting shall not be accepted to the extent of that particular quoted item having cutting / overwriting / erasing. The authorized person of

the bidder / firm shall sign & stamp all pages of the bid. The bid must also contain product details in the form of original catalogue / brochures.

8. The bidder shall be bound to provide sample of their quoted goods, which shall serve as part of marks awarding in the technical evaluation process, when & where required.
9. The undersigned reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Procurement Rules 2014.

Project Director
Integrated Health Project
81-E Old Bara Road University Town
Peshawar
Email: Ihphealthkp@gmail.com

Section II. Bid Data Sheet
BID DATA SHEET

ITB Ref.	Introduction/Description	Detail
ITB 1.1	Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	Project Director, Integrated Health Project (IHP), 81-E Old Bara Road University Town Peshawar Government of Khyber Pakhtunkhwa
ITB 1.1	Loan or credit or Project allocation number. Loan or credit or Project allocation amount.	Not Applicable
ITB 1.1	Name of Project	Integrated Health Project (IHP), 81-E Old Bara Road University Town Peshawar Govt: of KP
ITB 1.1	Name of Contract	Framework Agreement
ITB 4.1	Name of Procuring agency.	Project Director, Integrated Health Project (IHP), Govt: of KP
ITB 6.1	Procuring agency's address, telephone, telex, and facsimile, numbers.	Integrated Health Project (IHP), 81-E Old Bara Road University Town Peshawar Govt: of KP Tel No: 091- 9216342-44, Email: Ihphealthkp@gmail.com
ITB 8.1	Language of the bid.	English In case of Any document in language other than English language, the bidder shall provide translation at time of bid submission.
Bid Price and Currency		
ITB 11.2	Price quoted shall be:	Pakistan Rupees (Rs.)
ITB 11.5	The price shall be fixed	The price shall be fixed and valid till 30 th June 2020
Preparation and Submission of Bids		
ITB 13.3 (d)	Qualification requirements.	<p>I. Manufacturers & authorized / sole agents for Basic Equipment of BeMonc.</p> <p>II. For Basic Equipment of BeMonc registration / enlistment with RELEVANT REGULATORY BODY, WHEREVER APPLICABLE is required, if applicable.</p> <p>III. The sole Agent/Authorized dealer shall have to provide a valid proof of being authorized dealer of the principal manufacturer and the same will be verified via email from principal manufacturer, in case of non-conformance shall lead to disqualification of the firm.</p> <p>IV. The bidder shall be required to submit sample of their quoted product/s, which shall be used to check the conformity of the quoted item/s specifications with the</p>

		<p>specifications of the same item/s as laid down in these SBDs, by the sample evaluation team of expert/s. In case of non-adherence of the submitted sample to the approved specification as laid down in these SBDs shall be rejected.</p> <p>V. The sample of item/s submitted by the successful bidder shall be retained by the purchasing agency till the supplies are completed and checked with the sample provided by the successful bidder.</p> <p>VI. The samples of item/s submitted by unsuccessful bidder will be returned to a person duly authorized for the purpose by the senior executive of the firm as authorized for signing the bid mentioned in section 3 (iv) of bid cover sheet of these SBDs upon submission of application to the purchasing agency for the purpose after the award of contract to the successful bidder.</p> <p>VII. The bidder shall be required to deliver & submit the sample on Thursday 2nd April 2020 at 11:00 AM sharp to the office of Director IHP, 81-E old bara road university town, Peshawar Khyber Pakhtunkhwa and shall be examined on the same day by the expert/s as already provided in these SBDs. Non-provision of the sample of the quoted item/s at the above-mentioned place, time & date shall lead to disqualification of the firm from the bidding process.</p>
ITB 14.3 (b)	Spare parts required for ----- of years of operation	Not Applicable
ITB 15.1	Amount of bid security.	Rupees 0.5 Million per firm in the shape of crossed Demand Draft (DD) / Call Deposit

		Receipt (CDR)/ Security Deposit Receipt (SDR). Any shape of bid security other than the prescribed one shall not be considered and the bidder shall be rejected from the bidding process on the basis of the same.
ITB 16.1	Bid validity period.	150 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.	Integrated Health Project (IHP), 81-E Old Bara Road University Town Peshawar Govt: of KP.
ITB 18.2 (b)	IFB title and number.	Basic Equipment for BeMonc under Integrated Health Project for FY 2019-21.
ITB 19.1	Deadline for bid submission.	Before and up to 24th March 2020
ITB 22.1	Time, Date, and Place for bid opening.	11:00 hours, 24th March 2020 Conference Room, Integrated Health Project (IHP), 81-E Old Bara Road University Town Peshawar Govt: of KP. <u>Prebid meeting will be held on Thursday 12th March 2020 at 11:00 AM in the office Director Integrated Health Project (IHP), 81-E Old Bara Road University Town Peshawar Govt: of KP.</u> <u>In case of any change/s in the bidding document in the aftermath of pre bid meeting, the revised SBD with corrigendum shall be uploaded on any or all website mentioned in IFB.</u>
Bid Evaluation		
ITB 25.3	Criteria for bid evaluation.	Merit Point Evaluation (Highest ranking Bid) The items ranked highest in merit points (obtained through and based on technical and financial evaluation) will get unit rate central contract.
ITB 25.4 (a)	One option only	Not Applicable
ITB 25.4 (b)	Delivery schedule. Relevant parameters in accordance with option selected.	
Option I	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
Option II		
Option III		
ITB 25.4 (c)(ii)	Deviation in payment schedule. Annual interest rate.	Not Applicable
ITB 25.4 (d)	Cost of spare parts.	During warranty period shall be responsibility of bidder to bear. If the bidder has claimed any addition warranty, during the same it shall be responsibility of bidder to bear.
ITB 25.4 (e)	Spare parts and after sales service facilities in the Procuring agency's country.	During warranty period shall be responsibility of bidder to bear. If the bidder has claimed any addition warranty, during the same it shall be

		responsibility of bidder to bear.
ITB 25.4 (f)	Operating and maintenance costs.	During warranty period shall be responsibility of bidder to bear. If the bidder has claimed any addition warranty, during the same it shall be responsibility of bidder to bear.
ITB 25.4 (g)	Performance and productivity of equipment.	During warranty period shall be responsibility of bidder to bear. If the bidder has claimed any addition warranty, during the same it shall be responsibility of bidder to bear.
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.	As in section on Technical Evaluation of bids.
Contract Award		
ITB 29.1	Percentage for quantity increase or decrease.	Not Applicable

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.

Section III. Special Conditions of Contract

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Special Conditions of Contract

The following Special Conditions of Contract shall supplement 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.

1. Definitions (GCC Clause 1)

Definitions (GCC Clause 1)

GCC 1.1 (c) The Goods are: **Basic Equipment for BeMonc IHP as mentioned in schedule of requirement.**

GCC 1.1 (g) **The Purchasing Agency is:** The Project Director Integrated Health Project, 81 E old Bara road university town Peshawar.

GCC 1.1 (i) The Supplier is: Manufacturers &/or authorized agent &/or sole distributor registered with relevant tax authorities as elaborated in bid cover sheet and RELEVANT REGULATORY BODY, WHEREVER APPLICABLE (where applicable) and have requisite qualification, capacity and eligibility for supply of Goods.

Note: authorized agent &/or sole distributor shall provide valid proof of being authorized agent &/or sole distributor of the principal manufacturer, whose product/s is/are quoted by the bidder. Non provision of the same shall lead to disqualification of the firm. The same will be verified from the principal manufacturer and non-compliance to the same shall lead to disqualification of the firm.

Sample Provision:

GCC 1.1 (j)—The Project Site is: Office of the Director IHP, 81 E old bara road university town , Peshawar Khyber Pakhtunkhwa.

The bidder shall provide sample of their quoted item/s to the office of the Director IHP, 81 E old bara road university town , Peshawar Khyber Pakhtunkhwa at bidder's own risk and cost at the time and date mentioned in bid data sheet for examination & decision of expert regarding selection or otherwise of the quoted product/s. No payment whatsoever shall be made to bidder for sample provision in the name of price/transportation charges or on any other account.

- a. The bidder shall be required to submit sample of their quoted product/s, which shall be used to check the conformity of the quoted item/s specifications with the specifications of the same item/s as laid down in these SBDs, by the sample evaluation team of expert/s. In case of non-adherence of the submitted sample to the approved specification as laid down in these SBDs shall be rejected.
- b. The sample of item/s submitted by the successful bidder shall be retained by the purchasing agency till the supplies are completed and checked with the sample provided by the successful bidder.
- c. The samples of item/s submitted by unsuccessful bidder will be returned to a person duly authorized for the purpose by the senior executive of the firm as authorized for signing the bid mentioned in section 3 (iv) of bid cover sheet of these SBDs upon submission of application to the purchasing agency for the purpose after the award of contract to the successful bidder.
- d. The bidder shall be required to deliver & submit the sample on Monday 2nd March 2020 at 11:00 AM sharp to the office of Director IHP, 81 E old bara road university town , Peshawar Khyber Pakhtunkhwa and shall be examined on the same day by the expert/s

as already provided in these SBDs. Non-provision of the sample of the quoted item/s at the above mentioned place, time & date shall lead to disqualification of the firm from the bidding process.

2. Country of Origin (GCC Clause 3)

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”.

3. Performance Security (GCC Clause-7)

GCC 7.1— i). The bidder shall be bound to submit 10% performance security before signing the contract within 15 days of issuance of letter of acceptance to the successful bidder. Non provision of the same shall lead to disqualification of the successful bidder and the purchasing agency shall have the full authority to award contract to the next highest bidder by forfeiting the bid security of the bidder in conformity with the relevant clauses of KPPRA Act, Rules & Regulations governing the matter.

ii). After submission of performance security by the successful bidder as mentioned in clause SCC 3 (i) above, the bid security will be returned.

4. Standards (GCC Clause 4): As mentioned in GCC clause 4.1.

i. Any other standard as offered by the successful bidder in their technical bid for claiming the marks of additional feature of technical evaluation criteria of these SBDs.

5. Inspections and Tests (GCC Clause 8 and in accordance with the clauses of contract with the Procuring Agency)

i. The sample Evaluation shall be conducted by the Team of expert/s constituted by the Technical Committee IHP.

ii. Basic Equipment for BeMonc (sample evaluation) shall be examined by IHP expert/s nominated by the Technical Committee IHP in a manner as deemed relevant and appropriate for the purpose by the said expert/s for submission of technical report to the relevant forum/quarter for the needful.

iii. Any other appropriate method/arrangements may be adopted by the Expert/s of IHP to assess and/or assure the quality of goods required to be purchased and / or supplied to the Procuring agency for the needful in appropriate manner and submit the same in report shape to the relevant forum.

6. Packing (GCC Clause 9)

The successful bidder shall make supplies of quoted item/s in accordance with the following:

i. Provisions contained in the GCC Clause 9 of these SBDs; and

ii. Relevant clauses of contract agreement of these SBDs with the Supplier/s (Bid Form-6 of these SBDs – Contract Agreement).

iii. The name of goods shall be mentioned in the manner & design available commercially in the open market for the quoted item/s.

7. Delivery and Documents (GCC Clause 10)

Applicable Delivery Mode: Delivered Duty Paid (DDP) as per contract agreement of the successful bidder with the Procuring Agency.

The Supplier shall provide the following documents to the Purchasing Agency:

- i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price and total amount;
 - ii. Usual transport documents, which the Purchasing Agency may require to take the goods;
 - iii. Manufacturer's / Importer's prescribed valid warranty certificate;
 - iv. The supplier shall be responsible to transport the item/s in a manner that the appropriate and required storage temperature is continuously and properly maintained during transportation from supplier till delivery to the Procuring entity.
- 8. Insurance (GCC Clause 11)**
GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the Purchasing agency after having been delivered, hence insurance coverage is Supplier/Successful bidder responsibility. Since the Insurance is Supplier/Successful bidder responsibility they may arrange appropriate coverage.
- 9. Incidental Services (as per GCC Clause 13).**
- 10. Spare Parts (as per GCC Clause 14, contract agreement of these SBDs & offer of the Successful bidder).**
- 11. Warranty (GCC Clause 15)**
For goods of the Contract Agreement with Procuring Agency (Bid Form-6), shall provide warranty to the Procuring Agency under all the relevant Section/s of applicable government laws and rules.
- i. The successful bidder shall be bound to supply the valid warranty to the Purchasing Agency i.e. mandatory warranty as mentioned in the technical evaluation criteria or elsewhere in these SBDs.
 - ii. The successful bidder shall also be bound to provide valid warranty of all those warranties as offered in the technical quotation for marking as additional feature by the bidder.
- 12. Payment (GCC Clause 16):**
GCC Clause 16 as well as under the terms and condition in Contract Agreement (Bid Form-6) with the Procuring Agency.
- Payment shall be made in **Pak. Rupees** in accordance with the relevant government rules, regulations and procedures.
- 13. Prices (GCC Clause 17)**
- i) The bidder shall not quote price/s of any item/s which is/are higher than the prices quoted by the bidder across the country to any entity procuring the quoted item/s through public funding.
 - ii) In case of Basic Equipment for BeMonc the bidder shall not quote the prices more than the prevailing trade price of the quoted item/s for bulk purchases.
- 14. Liquidated Damages (GCC Clause 23)**
As in relevant clauses of the Contract Agreement signed by the Supplier with the Procuring Agency.
- 15. Disputes Resolution (GCC Clause 28)**
The dispute resolution mechanism to be applied will be pursuant to relevant clauses of Contract Agreement (Bid Form-6) between the Supplier and the Procuring Agency.
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If at all required, the jurisdiction of Court shall be of Peshawar, Khyber Pakhtunkhwa.

16. Governing Language (GCC Clause 29)

The Governing Language shall be: **English**.

For various item/s related to quoted item the official language shall be English.

17. Applicable Law (GCC Clause 30)

The Contract shall be interpreted in accordance with all the relevant laws of Islamic Republic of Pakistan which include, but not limited to, the following legislations:

- i. The KPPRA Act 2012
- ii. The KPPRA Rules 2014
- iii. The General Financial Rules of the Government of Khyber Pakhtunkhwa and all the relevant laws, rules and regulations pertaining to budgeting and financial management of public funds.
- iv. The Employment of Children (ECA) Act 1991
- v. The Bonded Labour System (Abolition) Act of 1992
- vi. The Factories Act 1934
- vii. The Contract Agreement Act 1872

18. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency address for notice purposes:

Office of the Project Director IHP, 81-E, Old Bara Road University Town, Peshawar Khyber Pakhtunkhwa.

Tel: 091-9216342-44

Fax: 091-9216346

Email: Ihphealthkp@gmail.com

Supplier's address for notice purposes: As mentioned in their bidding documents

19. Duties & Taxes (GCC clause 32)

The Unit price quoted by the bidder shall be: **inclusive** of all applicable duties and taxes.

Section IV. Schedule of Requirements

The supplies and related services shall be delivered in accordance with the subsequent Purchase Order(s), being an integral part of Contract, to be issued by the Project Director Integrated Health Project, Health Department, Khyber Pakhtunkhwa to the successful bidders along with Contract as per following schedule of requirements: -

The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by the Health Department as per following schedule of requirements: -

1- Delivery Table	Couch top made of 3 sections i.e. back, hip, and leg sections covered with mattress having raxine cover. <input type="checkbox"/> Leg section removable <input type="checkbox"/> Up/down movement through hydraulic system. <input type="checkbox"/> Back seat adjustment through handles. <input type="checkbox"/> Removable receptacle under the hip area. <input type="checkbox"/> Lithotomy poles with tying strips. <input type="checkbox"/> Hand grips on both the sides. Mobile on castors.
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2- Delivery Kit	Sponge Holding Forceps	10"
	Bowl 10"	Bowl 10" Stainless steel construction 24 swg CRN 202 Size bowl dia 250mm
	Bowl 6"	Bowl 6" Stainless steel construction 24 swg CRN 202 Size bowl dia 150mm
	Bulb Sucker	Bulb Sucker Medical grade rubber bulb sucker for baby secretion. Standard size
	Episiotomy Scissors	Episiotomy Scissors Size: 7" Should be 12-13 Chrome 420 stainless steel Should be Nitric Acid surface treatment Should be Hardness temper-42 points
	Instrument Tray with Lid	Instrument Tray with Lid Stainless steel type 24 swg, 202 CRN, seamless trays with covered corners for easy sterilization cover with recessed handle for easy in handling and storing Size 300mm x 250mm x50mm
	Kidney Tray	Kidney Tray Stainless steel construction 24 swg CRN 202 Size 250mm

	Needle Holder	<p style="text-align: center;">Needle Holder Size: 7"</p> <p style="text-align: center;">Should be 12-13 Chrome 304 stainless steel Should be Nitric Acid surface treatment Should be Hardness temper-42 points</p>
	Non Toothed forceps	<p style="text-align: center;">Non Toothed forceps Size: 6"</p> <p style="text-align: center;">Should be 12-13 Chrome 410 stainless steel Should be Nitric Acid surface treatment Should be Hardness temper-42 points</p>
	Scissors Plain Sharp	<p style="text-align: center;">Scissors Plain Sharp Size: 6"</p> <p style="text-align: center;">Should be 12-13 Chrome 420 stainless steel Should be Nitric Acid surface treatment Should be Hardness temper-42 points</p>
	Scissors Plain Blunt	<p style="text-align: center;">Scissors Plain Blunt Size: 6"</p> <p style="text-align: center;">Should be 12-13 Chrome 420 stainless steel Should be Nitric Acid surface treatment Should be Hardness temper-42 points</p>
	Long Artery Forceps	<p style="text-align: center;">Long Artery Forceps Size: 10"</p> <p style="text-align: center;">Should be 12-13 Chrome 410 stainless steel Should be Nitric Acid surface treatment Should be Hardness temper-42 points</p>
	Small Artery Forceps	<p style="text-align: center;">Small Artery Forceps Size: 5"</p> <p style="text-align: center;">Should be 12-13 Chrome 410 stainless steel Should be Nitric Acid surface treatment Should be Hardness temper-42 points</p>
	vaginal Duct Speculums	<p style="text-align: center;">Material: Austenitic (quenched, magnetic steel) Specifications: Double beaked vaginal speculum with locking mechanism Two blades mounted on a screw, enabling the opening between them to be adjusted gradually - CUSCO: Valve length: 85mm Valve wide: 36mm</p>

	Vaginal Sims Speculums	Sim's vaginal speculum Size: Medium Stainless Steel 304L
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3- Autoclave	<p>Capacity 30 liters or more (Bench top)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Microprocessor controlled <input type="checkbox"/> digital display <input type="checkbox"/> Automatic functioning <input type="checkbox"/> Pre and post fractionated vacuum. <input type="checkbox"/> Sterilization temperature: 121°C to 134°C <p>With demineralizer (Brand, model and make must be mentioned)</p>
4- Vacuum Extractor	<p>To be used in fetal vacuum extraction,</p> <ul style="list-style-type: none"> <input type="checkbox"/> neonatal endotracheal amniotic fluid suction, <input type="checkbox"/> Surgical suction during operation and uterine aspiration for abortion with super suction curettes. <input type="checkbox"/> 2 Suction Bottles, each 2500cc. <input type="checkbox"/> Vacuum pressure 650mmHg or more <input type="checkbox"/> Flow capacity: 40lit/min or above. <input type="checkbox"/> Automatic over flow cutoff. <input type="checkbox"/> Foot switch. <input type="checkbox"/> Tray for instruments <input type="checkbox"/> Rubber tube 2 meter <input type="checkbox"/> Curettes, large, Medium and Small <p>Mains input supply: 220 volts, 50Hz</p>
5- Baby Warmer	<p>Mobile infant warmer with integrated baby bassinet unit that Accommodates use of resuscitation equipment for intensive care of neonate.</p> <p>Technical Specification: -</p> <ul style="list-style-type: none"> <input type="checkbox"/> Infant warmer system to provide controlled source of radiant heat for infant. <input type="checkbox"/> Temperature Control (Skin). <input type="checkbox"/> Temperature Adjustment: <input type="checkbox"/> Skin Temperature adjustment: 34°C ~ 37°C, <input type="checkbox"/> Microprocessor controlled skin servo mode operation with digital display <input type="checkbox"/> Digital display for Infant Temperature <input type="checkbox"/> Audible and visual alarms and automatic switch off if temperature reaches at 38°C. <input type="checkbox"/> Built-in examination light <input type="checkbox"/> Built-in air/gas driven venture suction system <input type="checkbox"/> Tilting large bed platform suitable for x-ray cassettes, with cassette holder. <input type="checkbox"/> To be able to tilt ±10degrees or more. <input type="checkbox"/> Bed with mattress that is tiltable and having Trendelenburg and reverse Trendelenburg position. <input type="checkbox"/> Accessible from all sides with acrylic collapsible side panels

	<input type="checkbox"/> Trolley with 2 Lockable castors or more. <input type="checkbox"/> Power Requirement: 220~V, 50Hz <input type="checkbox"/> Accessories <input type="checkbox"/> Complete infant resuscitation package with mounting bracket (resuscitation module, flow meter, infant suction unit, suction regulator, suction bottle/400ml, positive pressure resuscitation, air hose, and oxygen cylinder medium size). <input type="checkbox"/> Skin probe reusable. <input type="checkbox"/> Infant face masks (Large, Medium, Small)
6- Baby Weighing Scales	<p>Electronic Baby Weighing Scale Machine Display: Kg Functions: automatic switch-off, TARE, HOLD, auto-calibration with each switch-on, Display</p> <input type="checkbox"/> Scales to be highly accurate and stable. <input type="checkbox"/> Touch controls with splash proof key board. <input type="checkbox"/> Removable baby weighing pan. <input type="checkbox"/> Automatic hold, slow and tare controls. Capacity: 0 kg to 30kg or better.
7- Suction Machine	<p>Mobile suction pump Oil-Less along with 4 anti- static wheels with lock.</p> <input type="checkbox"/> Convenient for operation, with following performance features: <input type="checkbox"/> Built-in Vacuum gauge with a range from: 0-650 mm Hg or better adjustable. <input type="checkbox"/> Flow capacity: Not less than 40 l/min or better <input type="checkbox"/> Explosion proof footswitch. <input type="checkbox"/> Capacity of two graduated suction bottle: 2500cc each (Autoclavable) <input type="checkbox"/> Heat resistant and disinfect able rubber tube for suction. <input type="checkbox"/> Over flow safety device. <input type="checkbox"/> Power requirement: 220V, 50Hz. <input type="checkbox"/> Complete with suction nozzle and other standard accessories
8- Emergency Tray	<p>Kit surgical instruments, delivery</p>

<p>9- Stethoscopes (Sample Criteria)</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Lightweight aluminum/ S S adult and Pead’s chest piece construction. <input type="checkbox"/> Adjustable chrome binaural. <input type="checkbox"/> Flexible one piece molded 'Y' PVC tubing. <input type="checkbox"/> Ergonomic plastic ear tips.
<p>10- BP Apparatus (Sample Criteria)</p>	<p>1. BP Apparatus Mercury 300mm hg with dia cast metal housing with velcro cuff for adult Desk Type</p>
<p>11- Aspirator</p>	<p>Approx. dimensions (mm): 300 x 400 x 800 Approx. weight (kg): 5-25 Consumables: Tubing, collection canisters, liners, batteries Typical product life time (years): 8-10 Shelf life (consumables): Rubber tubing: 10 yrs</p>
<p>12-Adult Ambu Bag & mask (Sample Criteria)</p>	<ol style="list-style-type: none"> 1. Silicon Resuscitation Bag with adult and child face mask sizes 1,2,3,4 with E2 valve and fully autoclavable. 2. Reservoir Bag volume 1700 ml or more. 3. Oxygen Reservoir Volume approximately 2500ml for adult and child 3. Tidal maximum volume: approximately 1000ml for adult 4. Resuscitation bag to be manually operable and able to be connected to an oxygen source upto 100% for ventilation through a mask or an endotracheal tube. 5. To be able to connect to an oxygen source up to 100%. 6. Unit to be supplied with a carrying case
<p>13-New Born Ambu Bag & mask (Sample Criteria)</p>	<ol style="list-style-type: none"> 1. Silicon Resuscitation Bag with infant / child face mask sizes 0,1,2 with E2 valve and fully autoclavable. 2. The resuscitator to meet with all requirements laid down by international standards. 3. Reservoir Bag volume approx 500 ml. 4. Oxygen Reservoir Volume approx 2500ml for adult and child 5. Tidal maximum volume: approx 200ml for infant 6. Unit to operate in all climatic conditions and not to be dependant upon a power supply. 7. To be able to connect to an oxygen supply up to 100%. 8. The resuscitator must be able to ventilate through a mask and/or endotracheal tube
<p>14- Examination Light (Sample Criteria)</p>	<p>General Description: Examination light, halogen, mobile, AC powered Technical specifications: Mobile examination light, mounted on a base with 5 swivel castors and 2 brakes Low centre of gravity, sturdy construction Halogen light source, single lamp 12 V, 40 – 50 W (depending on the available model) Colour temperature 3,000 – 3,600 K (depending on the available model) Spot field of view, 10 degrees light beam (or with adjustable focus depending on the available model) Homogeneous light 40,000 – 50,000 lux at 0.5 m (depending on the available model)</p>

Pole stand, light head mounted on adjustable flexible arm
 Light head height range 100 – 140 cm
 On/Off switch and electronic transformer incorporated
 Power requirements 220 V / 50 Hz
 Power consumption 40 – 50 W (depending on the available model)
 Items supplied with:
 2 x spare halogen bulbs
 Instructions for assembly, use and maintenance in English

15-Torch Light (Sample Criteria)

1. Solar/Electricity Rechargeable torch light with rechargeable, replaceable battery cells without lead
2. Govt. of Khyber Pakhtunkhwa Monogram (Right side) and LHWs Monogram (Left side) to be printed in on each torch

16-Thermometer (Sample Criteria)

1. Flat Type Mercury
2. Govt. of Khyber Pakhtunkhwa (Right Side) & LHW Program (Left side) Monogram on each thermometer casing

17-Salter Scales(Sample Criteria)

1. Size: 25 kg x 100 gm with retaining hooks, unlimited thumb screw adjustment with trousers
2. Govt. of Khyber Pakhtunkhwa (Right side) and LHWs Monogram (Left side) to be printed on original colors on the dial of scale/reverse of scale body.

TENTATIVE QUANTITIES REQUIRED

#	Name of Item	Quantity
1	Delivery Table	10
2	Delivery Kit	28
3	Autoclave	20
4	Vacuum Extractor	15
5	Baby Warmer	15
6	Baby Weight scale	10
7	Suction Machine	8

8	Emergency Tray	12
9	Stethoscopes	12
10	BP Apparatus	20
11	Aspirator	25
12	Adult Ambu Bag	15
13	New Born Ambu Bag	15
14	Examination Light	40
15	Torch Light	15500
16	Thermometer	15500
17	Salter Scale	15500

Note: The quantity of items can be increased/decreased subject to availability of funds and needs.

The competent authority has the right to withdraw any item/s

Annex-B

**a. Supply Schedule:
B) For Imported Goods:**

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
Without penalty	90 days ¹	90 days
With penalty @ 0.067 % per day after 60 days of Purchase Order	30 days	120 days

C) For Local Goods:

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
Without penalty	60 days ²	60 days
With penalty @ 0.067 % per day after 60 days of Purchase Order	10 days	70 days

Note: *The total delivery period includes opening of Letter of Credit (if any), transportation from manufacturer's destination to the Purchaser's Country Port, custom clearance and inland transportation from Purchaser's Port to the end destination (districts). Installation, commissioning, test-run, relevant staff training and initial maintenance are NOT included in the delivery period. However, payment to the supplier will be subject to satisfactory report by the Inspection Team.*

b). Liquidated Damages / Penalty

- i) Wherein the Supplier entirely fails to complete deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirements, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.
- ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non-delivered portion of supplies shall be forfeited.
- iii) If the Supplier fails to supply the whole consignment and not able to deliver to any destination, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.

¹The validity of Purchase Order will start from its next date of issuance to the concerned Supplier.

²As above

- iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.
- v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.
- vi) Extension in the delivery period (if any) will be considered by the Purchaser on case to case basis and strictly in accordance with Rule 35(2) of KPPRA Procurement of Goods, Works and Services Rules, 2014.

c) Incidental Services

The bidders are required to either incorporate or quote separately the costs of following incidental services being part of the contract, if applicable.

- i) **Transportation:** Equipment and supplies will be delivered up to the place of installation / final destination by the bidder at his cost and mode of transportation including loading / unloading.
- ii) **Insurance:** All insurance charges will be borne by the supplier.
- iii) **Custom Clearance:** Equipment and supplies will be cleared (from airport/seaport) customs department by the supplier and charges/duty/taxes if any will be paid by the supplier.
- iv) **Installation:** Supplier will install the equipment at the designated place of work, free of charge, give test-run and if required, will impart on job training.
- v) **Test-Run / Commissioning:** Equipment will be subjected to test-run after commissioning.
- vi) **Staff Training:** Where required, on job training to be provided to working staff on the equipment to be supplied / installed.
- vii) **Initial Maintenance:** Supplier will be responsible for initial maintenance of the equipment (repair and parts), for THREE complete years starting from the date of installation/test-run.
- viii) **Availability of Spare Parts and Consumables:** Supplier will guaranty through reliable means, acceptable to Purchaser, prompt and easy availability of spare parts & consumables for the period of FIVE years (apart from initial three years as in clause vii above), on reasonable rates.
- ix) **After Sales Service:** Supplier will provide free after sales service from trained and qualified technical staff, free of charge for EIGHT complete years (including three years with parts as mentioned above in clause vii), after the date of installation / test-run.

d) Warranty (If applicable)

The supplier/original manufacturer will provide comprehensive warranty (on Judicial Paper) of free after sales service, maintenance, replacement of parts, and working of the equipment for **Two years** from the date of installation/test-run. Post warranty maintenance contract for another **Three years**, including after sales service with parts, rates (companies to offer percentage (%) of the contract value in the technical bid as mentioned in clause A & B of the evaluation sheet of the bidding document. Warranty and post warranty maintenance contract rate shall be acknowledged from the original manufacturer regardless of change of local authorized dealer.

e) Additional instructions (If applicable)

- i. Please clearly indicate the country of origin, wholly or parts, etc.
- ii. Indicate place/port of shipment.
- iii. Any state licensing or permission of export/sales/use requirements will be the responsibility of the supplier/manufacturer. Department of Health will not be responsible for any refusal, penalty or delay in this regard.
- iv. Complete literature on working, installation, circuiting, maintenance to be provided in English language, with the equipment.
- v. Comprehensive training of working of the equipment and normal /minor repair, trouble-shooting will be arranged by the supplier/ manufacturer, for at least two working staff, (doctor/technician) at the manufacturer's location, prior to shipment/ installation (for complex and high tech equipment).

Note:

- a. The bidder shall be required to submit sample of their quoted product/s, which shall be used to check the conformity of the quoted item/s specifications with the specifications of the same item/s as laid down in these SBDs, by the sample evaluation team of expert/s. In case of non-adherence of the submitted sample to the approved specification as laid down in these SBDs shall be rejected.
- b. The sample of item/s submitted by the successful bidder shall be retained by the purchasing agency till the supplies are completed and checked with the sample provided by the successful bidder.
- c. The samples of item/s submitted by unsuccessful bidder will be returned to a person duly authorized for the purpose by the senior executive of the firm as authorized for signing the bid mentioned in section 3 (iv) of bid cover sheet of these SBDs upon submission of application to the purchasing agency for the purpose after the award of contract to the successful bidder.
- d. The bidder shall be required to deliver & submit the sample on Monday 2nd March 2020 at 11:00 AM sharp to the office of Director IHP, 81 E old bara road university town , Peshawar Khyber Pakhtunkhwa and shall be examined on the same day by the expert/s as already provided in these SBDs. Non-provision of the sample of the quoted item/s at the above mentioned place, time & date shall lead to disqualification of the firm from the bidding process.

Distribution Plan

Below items will be delivered at Office of Respective District Health Officers mentioned below.

#	District Name	Delivery Table	Ambu Bag	Delivery Kit	Autoclave	V Extractor	Baby Warmer	Weighting Scales	Suction Machine	Emergency Tray	Stethoscope	BP Operator	Aspirator
1	Abbotabad	2									2		
2	Bannu	1	1	1	1	1	1	1	1	1	1	1	1
5	Chitral	1			1		2	1	1	1			4
6	Charsadda									1	1	1	1
7	D.I.Khan	2		2	1	1		1				2	2
8	Dir Lower			1	1							1	1
9	Dir Upper			1	1								
11	Haripur			2									
12	Karak	2	2	2	2	1	1	1	1	1	1	1	1
13	Kohat												
14	Kohistan												
15	Lakki Manwat			1									1
17	Malakand			2			2					2	2
19	Mansehra		1	3		1						2	
	Mardan		1	1		1	1						1
20	Peshawar												1
21	Shangla	1	1	1	1	1	1	1	1	1	1	1	2
23	Swat			1	1		1						1
24	Tank		1	2	2	1				2	1	2	1
	Total	6	8	20	11	8	9	5	3	7	6	13	18

Note:

Remaining quantities/items will be delivered at Provincial Health Services Academy, Integrated Health Project, Ware House Doranpur, Peshawar

Section V. Technical Specifications

Technical Evaluation Criteria

(Maximum Allocable Marks Score for Technical Evaluation = 70 Marks)

NOTE:

For further details of evaluation criteria and marking scheme, please see relevant proformas for technical evaluation of these SBDs.

1. SYSTEM BREAKING / DISQUALIFICATION POINTS IN TECHNICAL EVALUATION CRITERIA:

- a. These system breaking / disqualification points mentioned in this section are in addition to the provision of mandatory documents, as elaborated in Bid Cover Sheet (Bid Form-1).
- b. During technical evaluation of the quoted bids, bidders may stand disqualified if the Scrutiny Committee for bids evaluation and /or Inspection Team/s find and declare any of the shortcoming/s related to the documents and/or manufacturing units and / or the premises of the manufacturers and /or Importers regardless of completion / fulfillment or otherwise of any terms and conditions, criteria and /or codal formalities.
- c. The technical & financial evaluation system for Integrated Health Project bids for the FY 2019-21 comprises different evaluation proformas each having system breaking points and non-compliance of any of these system breaking parameters on part of bidder shall lead to disqualification of firm and /or quoted item/s, whatever the case may be.
- e. The bidder shall be required to submit sample of their quoted product/s, which shall be used to check the conformity of the quoted item/s specifications with the specifications of the same item/s as laid down in these SBDs, by the sample evaluation team of expert/s. In case of non-adherence of the submitted sample to the approved specification as laid down in these SBDs shall be rejected.
- f. The sample of item/s submitted by the successful bidder shall be retained by the purchasing agency till the supplies are completed and checked with the sample provided by the successful bidder.
- g. The samples of item/s submitted by unsuccessful bidder will be returned to a person duly authorized for the purpose by the senior executive of the firm as authorized for signing the bid mentioned in section 3 (iv) of bid cover sheet of these SBDs upon submission of application to the purchasing agency for the purpose after the award of contract to the successful bidder.
- d. The bidder shall be required to deliver & submit the sample on Thursday 2nd April 2020 at 11:00 AM sharp to the office of Project Director IHP, 81-E Old Bara Road, University Town , Peshawar Khyber Pakhtunkhwa and shall be examined on the same day by the expert/s as already provided in these SBDs. Non-provision of the sample of the quoted item/s at the above-mentioned place, time & date shall lead to disqualification of the firm from the bidding process

Section V. Technical Specifications (Continued)

Financial Evaluation and Scoring System for Bids

(Maximum Allocable Marks Score = 30 marks)

The financial bids of technically qualified bidders will be opened publicly at the time to be announced by the Procuring Agency and the financial bids found technically non-responsive shall be returned un-opened to the respective Bidders.

Total Allocable marks for Technical Proposal = 70

Total Allocable marks in Financial Proposal = 30

Total Combined Allocable Score for individual bids = Marks obtained in Technical Evaluation + Marks obtained in Financial Evaluation = 100

Scoring Methodology:

Contract will be awarded to the lowest evaluated responsive firm whose product ranks highest in the Combined Evaluation scoring calculated through the Marks awarded to Technical Proposal and Financial Proposal as stated in the Bid Data Sheet of these SBDs. The Evaluation Methodology is a combination of non-price factors (in Technical Criteria) and price factor (in Financial Criteria); and each having points as elaborated in the evaluation proformas provided in these SBDs.

As evident from allocable score above and because of the importance and complexities/sensitivities in the field of procurement and use of goods in blood banks and other products related to human lives and Health, this Methodology puts greater emphasis on non-price factors like high quality of the product derived from excellent-grade raw material, stringent product certifications, international best quality control practices in laboratories, hemovigilance systems for blood safety reporting and monitoring; and the most efficient industrial processes in the manufacturing premises.

Procedure for the Marks Scoring: Marks will be awarded or otherwise for various technical parameters to each quoted product based on the prescribed Technical and Financial criteria. The total combined marks will determine the highest-ranking product in each product category for contract award.

The formula to calculate the marks for the price by the bidders other than lowest bidder is given below:

Financial Evaluation Score of individual quoted Product:

= [Lowest quoted Price of the item ÷ Next higher proposed Price of the competing item] x

Total allocable financial score

Solved Example of Financial Scoring:

- If the lowest quoted price of an item is Rs. 86/-, the same lowest bidder will obtain score as below:

= $[86 \div 86] \times 30$

= 30 marks, being the lowest bidder for the quoted item.

- If the next higher quoted price of the same item is Rs. 105/-, the marks obtained will be:

= $[86 \div 105] \times 30 = 24.57$ Marks

- If the next higher quoted price of the same item is Rs. 130/-, the marks obtained will be:

= $[86 \div 130] \times 30 = 19.84$ Marks

.... And so on.

Evaluation Criteria for sample based Imported & Local Items for BeMonc center in KP 2019-21

S. No.	These documents are in addition to the mandatory docs mentioned in the bid cover sheet of SBDs.				Technical Evaluation Matrix														Financial Evaluation				Final Grand Total of Scores					
	1	2	3	4	Principal's & Importer's Evaluation Parameters							Suppliers Technical Score	Product Technical Parameters				Product Evaluate d Score	Total Technical Score	Quoted Unit Price	Lowest Quoted Price	Maximum Allocable Price Score	Price Adjusted Score						
					Mandatory			Principal's Evaluation					Importer's Inspection Evaluation											Product Technical Parameters				
					Medatory Documents mentioned in Bid cover sheet (Form-1) are attached	Incase of repair & Maintenance the firm shall be bound to provide services within 48 hours of intimation. Non provision of the same shall lead to disqualification of the firm for the quoted item from this bidding competition.	Warranty Period of three years both with spare parts and services & Next two-year services only without parts, from the date of installation	Valid ISO 13485 certificate issued by certification body accredited with IAF for the country of origin (duly attested by senior executive of the firm)	Valid ISO 9001 certificate issued by certification body accredited with IAF for the country of origin (duly attested by senior executive of the firm)	Valid accreditation of manufacturing unit or its relevant section by International certification Body (Certificate from US-FDA and/or other accrediting body from SRA countries duly attested by senior executive of the firm)	head, signed and stamped from the public sector institution / hospital for the quoted item / brand. Supply Order / Purchase Order / Delivery challan will not be considered as satisfactory performance certificate.	One mark for each after sale satisfactory performance certificate (verifiable) on letter head of private institution / hospital for the quoted item / brand. Supply Order / Purchase Order / Delivery challan will not be considered as satisfactory performance certificate.	Submission of audited balance sheets along with Income Tax Returns for up to last 3 years. Maximum Marks for this criterion is 3. Documents submitted for last 3 years = 3 Marks, 2 years = 2 marks, 1 year = 1 mark and no documents = 0 marks	Annual turnover/sales value of the manufacturer should be at least USD 2 million / year. during the last 3 years (three years) Maximum Marks for this criterion is 3. Documents showing average sales turnover of quoted item as USD. 2 Million / year above = 0 marks.	After mandatory warranty i.e. --- year, 2 marks for 1 year warranty and max marks up to 10 marks	Total compliance with specification given in statement of Requirement subject to the clearance on sample test by the Inspection Committee. Excellent=20 Good=10	CE certificate of the quoted item	Export of the quoted item to US, Europe & SRA country. One mark for each country upto 9 marks	22	23	24	25	26	27	28	70	30	100

Technical Specifications and Ancillary Services

a). Product Specifications.

(Detailed technical specifications, given in the relevant sections of this SBD, will be followed)

b). Labeling and Packing

ii. However, the name of Goods, equally prominent, should be printed/ written in indelible ink on the outer cartons and on each item. Besides the name and principal place of business of the manufacturer, the manufacturing license No.(if applicable), manufacturing date, registration No. (if applicable), batch No. (if applicable)., retail price (if applicable).

c) Additional instructions for packing

i. As per provision of special condition of contract.

“NOT FOR SALE”

“IHP, Health Department PROPERTY Govt. of Khyber Pakhtunkhwa”

d). Shelf life as per contract agreement.

Section VI. Sample Forms

MANDATORY STANDARD FORMS (1 to 6)

- BID FORM 1: BID COVER SHEET**
- BID FORM 2: LETTER OF INTENTION**
- BID FORM 3: AFFIDAVIT**
- BID FORM 4: PRICE SCHEDULE FORMAT FOR FINANCIAL BID**
(To be submitted in separate sealed envelope)
- BID FORM 5: INTEGRALITY PACT**
- BID FORM 6: CONTRACT AGREEMENT** (for information only, shall be signed by the successful bidders only)

BID FORM-1

BID COVER SHEET

Mandatory General Information of Applicant Firm

NOTE: Complete filling of this form along with the provision of all requisite information is mandatory. Missing or not providing any of the requisite information may lead to disqualification of the bidder/s from the bidding competition without any correspondence.

S.No.	Name of the Bidding Firm:	
1.	Please indicate whether the firm is: i. Manufacturer, or ii. Importer, or iii. Authorized dealer/ sole agent iv. Both; Manufacturer as well as Importer For various IHP items offered for this bidding competition.	
2.	Please indicate out of the following category/ies, under which the Firm is applying for bidding:	
3.	Please provide names, attested copies of CNICs, two recent attested photographs, valid street addresses in Pakistan, all working landline, mobile phone numbers and valid email address of the following: i. Owner/Proprietor of the Firm; and ii. Managing Director / CEO of the Firm; and iii. Focal person officially made responsible and authorized by the Firm for day to day official correspondence/communication with the procuring agency related in relation to this bidding competition. iv. The senior executive (Managing Director / CEO/authorized agent) of the firm shall sign each page of the bid submitted to the purchasing agency. In case if the authorized agent is signing the bid on behalf of senior executive, shall provide valid proof of the same by submitting an authority letter in his name from Managing Director / CEO of the firm for this purpose. Note: 1. In case of winning this bidding competition the focal person of the successful bidder shall be responsible for communication with procuring agency regarding supply related issues, replacement of short expiry items etc. in order to facilitate the procuring agency in the best public interest.	
4.	Please provide the following valid information regarding applicant Firm: i. Complete street address of the: a. Head Office b. Main warehouse; and ii. Valid & working official Landline Phone and Fax Numbers; and	

	<ul style="list-style-type: none"> iii. Valid Mobile phone number/s of the Focal Person registered which should be registered his/her CNIC No. and name; and iv. Valid and functional Email address; and v. Official Website address/es. vi. Valid official E-mail address of the principle manufacturer for the purpose of verification of documents as and where required. 	
5.	<p>Please provide, in original, the bids security instrument amounting as per instructions of Bid Data Sheet and advertisement.</p> <p>Note: Please also provide an attested photocopy of the same bids security document in the sealed envelope of technical Proposal.</p>	
6.	<p>Please provide attested copies of the following Tax related valid documents:</p> <ul style="list-style-type: none"> i. National Tax Number (NTN) of the Firm for Income Tax, and ii. Last year Income Tax Return of the Firm; and iii. Sale Tax Registration Certificate of the Firm; and iv. Certificate of Professional Tax of the Firm. 	
7.	<p>In case of being a Manufacturer, the Firm should provide attested copies of the following documents also:</p> <ul style="list-style-type: none"> i. Valid Price List of the quoted item/s ii. Valid proof of being Manufacturer 	
8.	<p>In case of being Importers, the Firm should provide attested copies of the following documents also (where applicable):</p> <ul style="list-style-type: none"> a. Valid Agency Agreement with the Foreign Principal Manufacturer entity/ies; and b. Valid Quality Assurance Certificate/ Quality Control Certificate of the Principal Manufacturer for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s (duly attested from the Authorized Notary Public of the country of origin and the same shall be verified via E-mail from principle (the principle manufacturer are bound to respond to the E-mail of PE within 14 days). Non provision of the same shall lead to disqualification of the firm. c. Valid Price List of the quoted items from Principal Manufacture or as the case may be. <p>Note:</p> <ul style="list-style-type: none"> a. The bidder shall be required to submit sample of their quoted product/s, which shall be used to check the conformity of the quoted item/s specifications with the specifications of the same item/s as laid down in these SBDs, by the sample evaluation team of expert/s. In case of non-adherence of the submitted sample to the approved specification as laid down in these SBDs shall be rejected. b. The sample of item/s submitted by the successful bidder shall be retained by the purchasing agency till the supplies are completed and checked with the sample provided by the successful bidder. c. The samples of item/s submitted by unsuccessful bidder will be returned to a person duly authorized for the purpose by the senior executive of the firm as authorized for signing the bid mentioned in section 3 (iv) of bid cover sheet of these SBDs upon submission of application to the purchasing agency for the purpose after the award of contract to the successful bidder. d. The bidder shall be required to deliver & submit the sample on Monday 2nd March 2020 at 11:00 AM sharp to the office of Director IHP, 81 E old bara road university town , Peshawar Khyber Pakhtunkhwa and shall be examined on the same day by the expert/s as already provided in these SBDs. Non-provision of the sample of the quoted item/s at the above mentioned place, time & date shall lead to disqualification of the firm from the bidding process.. 	
9.	<p>The bidding Firm shall also provide an Affidavit on Judicial Stamp Paper of the value of at least Rs. 100/- (Rs. One Hundred Only) for the following undertaking:</p> <ul style="list-style-type: none"> i. I / We have carefully read the whole set of Standard Bidding Documents for this bidding competition and that I / We have fully understood, agree and shall abide by, in true letter & spirit, to all the provisions (including, but not limited to, those provided under ITB 29.1 of the Bid Data Sheet), terms and conditions, evaluation criteria, mechanism of evaluation & selection of items as laid down in these SBDs for this bidding competition for which the Firm has applied; and ii. I / We fully understand and agree that the bidding competition for which I / We have applied to enter in, shall be based on merit based scoring system for the evaluation of technical bids which has inverse relationship with the rates quoted by the bidders in their financial bids submitted; and that in this situation, the lowest financial bid/s may or may not win the bidding competition; and 	

	<p>iii. I / We guarantee that the quoted item / goods are, and shall be, freely available in the market of Pakistan; and particularly in the market of Khyber Pakhtunkhwa Province; and</p> <p>iv. I / We shall provide to the inspection team/s of expert/s authorized for the purpose by the Project Director IHP Khyber Pakhtunkhwa; an uninterrupted and free access to all relevant documents, sections of the manufacturing facilities / unit, storage and warehousing facilities as well as any other area relevant, as deemed appropriate by the above mentioned team for their purpose of visit/s.</p> <p>v. In case any documents submitted in relation to this bidding competition or any undertaking given by the Firm, if found incorrect or false or misleading or diverting the decision making for the competition, shall be liable to be proceeded for blacklisting for any business with / by the Government of Khyber Pakhtunkhwa, Health Department, confiscation of bids security and / or any other lawful action as deemed appropriate by the Government of Khyber Pakhtunkhwa, including that to be taken in concert with the Relevant Regulatory Body, wherever applicable or any other body / entity of the Federal Government; and</p> <p>vi. I / We have fully understood that the items shall be evaluated / examined by expert/s constituted for the purpose by the Technical Evaluation Committee of the Integrated Health Project, Peshawar and the evaluation committee of expert/s shall be having its sole discretion; and that the Firm shall fully agree and abide by the decision / opinion, whatsoever, of the said expert/s regarding the selection, or otherwise, of the quoted item/s.</p> <p>vii. I / We also undertake that submission of any false/bogus/fake/forged/ fabricated/tampered document shall lead to disqualification of our firm from this bidding competition as well as to other lawful action/s to be taken by the concerned authorities.</p> <p>viii. I / We have fully understood that no such documents shall be entertained by the Procuring Agency, which is issued after due date of Bid opening.</p>
<p>10.</p>	<p>I certify and affirm that I have attached /provided all the requisite mandatory documents / information including Bids Security with this Bid and that I fully understand that any document if not provided / missing shall result in the disqualification and declaring my bid as ineligible and thus non-responsive.</p> <p>Signatures: _____</p> <p>Name: _____</p> <p>CNIC No. _____</p> <p>Designation: _____</p> <p>Address: _____</p> <p>_____</p>

Bid Form 2

Letter of Intention

Bid Ref No.

Date of the Opening of Bids

Name of the Contract: { Add name, e.g, Supply of Goods, etc.}

To: *[Name and address of Procuring Agency]*

Dear Sir/Madam

Having examined the bidding documents, including Addenda Nos. *[insert numbers & Date of individual Addendum]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the financial bid are not more than the trade price of quoted item/s in the market.

We undertake, if our bid is accepted, to deliver the Goods in accordance with terms and condition of contract agreement.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

Signed:

In the capacity of *[insert: title or position]*
Duly authorized to sign this bid for and on behalf of *[insert: name of Bidder]*

Bid Form-3

AFFIDAVIT (on Judicial Stamp Paper)

I/We, the undersigned [**Name of the Supplier**] hereby solemnly declare and undertake that:

- 1) I / We, the undersigned, have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that I / We, the undersigned, propose to supply under this contract are eligible goods within the meaning of this SBD.
- 4) The undersigned are also eligible Bidders within the meaning of the Standard Bidding Documents.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) That undersigned has not employed any child labor in the organization/unit.
- 9) We understand that the Procuring Agency or any of its committees are not bound to accept the lowest or any other bid they may receive.

I / We affirm that the contents of this affidavit are correct to the best of my/our knowledge and belief.

Signatures with stamp

Name: _____

Designation: _____

CNIC No. _____

For Messrs. [**Name of Supplier**]

Bid Form-4

Note: *This form is to be submitted in a separate sealed envelope to be kept within the main sealed envelope of the bid.*

Price Schedule format for Financial Bid of IHP, Peshawar for the year 2019-21

1. **Items** the unit price of each item shall be quoted and submitted in the following format:

S. No.	Quoted items	Name with Specification of quoted item	Trade Name/Brand Name of quoted item	Rate Offered per unit in Pak. Rupees (Rs. /-)
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Bid Form-5

INTEGRITY PACT (on Judicial Stamp Paper)

Declaration of Fees, Commission and Brokerage Etc. Payable by Suppliers of Basic Equipment's for Bemonc under IHP, Peshawar **FY 2019-21**

In response to advertisement related to the bidding process / competition regarding purchase for 2019-20 for IHP, Peshawar, Peshawar, I, Mr. / Ms. _____ s/o, d/o _____ bearing CNIC No. _____, and having the Designation of _____ in Messrs. (M/S) [*Name of Supplier*] do hereby solemnly affirm, declare and certify on behalf of M/S [*Name of Supplier*] that:

1. [*Name of Supplier*] has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoKP through any corrupt business practice; and
2. That without limiting the generality of the foregoing, [*Name of Supplier*] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto; and
3. That [*Name of Supplier*] has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty; and
4. That [*Name of Supplier*] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP; and
5. That notwithstanding any rights and remedies exercised by GoKP in this regard, [*Name of Supplier*] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

Signatures with stamp

Name: _____

Designation: _____

CNIC No. _____

For Messrs. [*Name of Supplier*]

Witness No. 1

Witness No. 2

(Signatures, name, father's name, CNIC & address of each Witness)

(Bid form-6)

INTEGRATED HEALTH PROJECT, PESHAWAR, HEALTH DEPARTMENT
GOVERNMENT OF KHYBER PAKHTUNKHWA CONTRACT AGREEMENT
(for successful bidders)

AFFIDAVIT

THIS CONTRACT AGREEMENT is made and agreed today on the ___ day of [Month____], 2020 between the Project Director Integrated Health Project, Peshawar, Health Department, Government of Khyber Pakhtunkhwa (*hereinafter referred to as the Purchasing Agency or first party, which expression shall, where the context admits, be deemed to include the successors and / or assignee/s of the Provincial Government of Khyber Pakhtunkhwa*); and Messrs. [**Name of Supplier**], authorized agent of M/S _____ for goods _____ through Mr. _____ Designation _____ CNIC No. _____, (*hereinafter referred to as the Supplier or second party or he or his or him, which expression, unless repugnant to the context, means and includes their legal heir/s, successors-in-interest, assignee/s and legal representative/s*) that:

The Parties agree as under:-

1. Validity

- 1.1 This contract agreement shall be valid up to 30th June 2020

2. Supply items

- 2.1 The supplier shall supply the items in a manner specified in relevant sections of bid solicitation documents of Integrated Health Project for FY 2019-21.
- 2.2 The Inspection committee shall examine the quality and quantity of the supplied items and can reject if found in contravention to any of the approved specification of bidding document.
- 2.3 The supplier agreed and undertakes that it shall be his / her sole responsibility for the replacement of any breakage, shortage, or any other default during the supply order within 2 weeks of the issuance of replacement order.
- 2.4 The Unit price quoted by the bidder shall be: inclusive of all duties, taxes & levies as per law.

3. Expiry.

- 3.1 The Authority at Integrated Health Project will intimate the firm when expiry of the item reached as per Bid Solicitation Document.

4. Payment.

- 4.1 Payment shall be made to the supplier after successful inspection by the inspection committee and test check of the item/s by the Inspection Committee.
- 4.2 The contractor shall submit invoice, bills/claims to the authorized officers for verification and signature who shall duly authenticate/ verify the acknowledgement of supply item before payment released to supplier.
- 4.3 The supplier shall certify on the bills/Claims that rate of the supplied item/goods do not exceed the approved rate.
- 4.3.1 The Purchasing Agency shall, in no case, be responsible or held responsible for any complications in making payments to Supplier that may arise from the closure of financial year, and / or lapse, and / or surrender of public funds, vis-à-vis, the standard and normal public sector financial management laws, rules, regulations, procedures and practices governing the Procuring Agency, and / or Purchasing agency/ies.

5. Place of delivery.

- 5.1 The supplier shall be bound to ensure supplies in compliance to the supply order of Integrated Health Project.
- 5.2 The supplier shall supply the item/s within the specified time as mentioned in the supply order.
- 5.3 The Procuring Agency shall bear no charges on account of delivery, services or transportation of items supply.
- 5.4 The Supplier shall be solely responsible for any damage or untoward incidence, maintenance of required temperature and protection from light and other environmental conditions as well as other hazards that may possibly or potentially affect the safety, quality and efficacy of the supplied goods till the time of delivery and the consequences arising therefrom, if any.
- 5.5 The Supplier shall be solely responsible for the safe and appropriate method and mode of transportation, loading and / or unloading and staking of the supplied items till, and at the time of delivery to the destination address indicated by the Procuring Agency.
- 5.6 The supplier shall be bound to ensure the provision of temperature-controlled items ensuring end to end cold chain facility by providing data logger/s with supplies to the procuring agency.

6. Rates.

- 6.1 The supplier shall supply the items/goods as per supply order on the approved rates.
- 6.2 The supplier shall not claim any increase in the rates as determined in the clause 6.3 on account of any escalation in the cost, transportation or any other service/s.
- 6.3 The approved rates are attached as per award list of the procuring entity.
- 6.4 The Firm shall provide a certificate on judicial stamp paper that rates offered are not higher than the rates already provided to any public institute/departments in Pakistan, any kind overpayment, if pointed out at any stage or by audit, the firm shall be responsible for recovery of overpayment.

7. Disputes Resolution.

- 7.1 All disputes between the party/ies arising out of this agreement or in relation thereto, as the case may be, the supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract and/or supplies. However, despite such negotiation if the Procuring Agency & Supplier have been unable to resolve amicably a contract dispute, either party may refer the case regarding the interpretation of any

clause of this agreement, as the case may be, to dispute resolution committee of Integrated Health Project notified for this purpose.

- 7.2 If the contractor/supplier still consider himself aggrieved the case may be referred to Secretary Health Office Government of Khyber Pakhtunkhwa, Health Department Peshawar for decision. The decision of the Secretary Health office shall be final and binding on both parties and not be challenged in any court of law.

8. Termination of the contract.

- 8.1 It is agreed and declared by the parties that the Procuring Agency is empowered to terminate this contract agreement at any time.
- 8.2 It is further agreed by the parties that 15` days advance notice shall be served on the supplier for termination of this agreement.

9. Supersession of all prior understanding.

- 9.1 It is agreed and declared by the parties that this agreement constitutes the sole understanding with respect to the subject matter hereof and supersede all the prior understanding written or verbal between the parties.
- 9.2 It is further agreed between the parties that the Procuring Agency has the power to amend the terms and condition of this agreement. However, the said amendment shall not in any way cause any financial loss to the parties.

10. Penalty.

- 10.1 In case of default by the supplier, the Procuring Agency has the right and authority to make alternate arrangement and proceed against the supplier as given bellow.
- 10.2 Purchase at supplier risk and cost which shall be met from the security deposit at the prevailing market rate.
- 10.3 Blacklisting of the firm in light of Rule 44 of KPPRA Rules 2014.
- 10.4 Upon delay in supply from thirty-one to forty-five (31 to 45) days, a lump sum penalty amounting to three per cent (03%) of the total quoted price of such goods, whose supply was delayed out of the same supply order as issued to the Supplier, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Procuring Agency.
- 10.5 Upon delay in supply from forty-six days up to sixty days (46 to 60), instead of three per cent (03%) as in clause- 10.4 above, a lump sum total penalty amounting to seven per cent (07%) of the total quoted price of such goods, whose supply was delayed out of the same supply order as issued to the Supplier, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Procuring Agency.
- 10.6 In case of delay in supply beyond sixty days, as in clause-10.5 above, the supply order issued by the Procuring Agency shall stand cancelled to the extent of non-supplied items and in such a case, the Procuring Agency shall have the right, duty and authority to impose any or all of the below mentioned penalties; that is
- 10.6.1 Forfeiting the bids security and / or performance guarantee of the Supplier as related to this contract agreement; and / or
- 10.6.2 Immediately debarring the Supplier from future participation and business for at least next three (03) calendar years with the Government of Khyber Pakhtunkhwa through Integrated Health Project or any other Health institution, project and / or Program directly or indirectly run or

implemented by or through the provincial Health Department or Purchasing Agencies in the Province, as defined in the SBDs.

10.6.3 Initiating the process for and recommending for permanent blacklisting of the Supplier with the Procuring Agencies.

11. Taxes and Duties.

11.1 The supplier agree and undertakes that incase of change in any Tax, Duty or Levy imposed by the Federal Government or Local Body will be applicable as per FBR/Govt. Notification.

11.2 All Taxes on any item of supply prior to the delivery of item shall be borne by the supplier.

12. Performance Guarantee/Security:

12.1 In case of initial supply order the performance security shall be submitted prior to contract award / signing of contract, however, for subsequent supply orders the performance security shall be submitted within 15 days of placement of supply order.

12.2 Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause (12.1) above.

12.3 Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract and/or may be proceeded as under clause 10.6 of this Contract Agreement.

13 Warranty

13.1 The successful bidder shall be bound to supply the valid warranty to the P.E i.e. mandatory warranty as mentioned in the technical evaluation criteria &/or anywhere else mentioned in these bidding documents.

13.2 The successful bidder shall also be bound to provide valid warranty of all those warranties as claimed by the bidder.

13.3 The successful bidder shall provide proof of warranty being endorsed by the principal manufacturer as the case may be, if applicable as deem appropriate & decided by the Technical Committee Integrated Health Project &/or Procurement committee Integrated Health Project for FY 2019-21.

14 Miscellaneous

14.1 This contract is subject to force majeure.

14.2 The parties have agreed that in this agreement the time is of the essence.

14.3 All duties and liabilities are subject to "seller" under the Laws of Pakistan.

14.4 Notwithstanding any rights, duties and / or remedial measures and / or Managerial actions taken and / or to be taken and / or any powers exercised and / or to be exercised by the Procuring Agency with regard to the execution of this contract agreement, the Supplier agrees to indemnify all of them for any loss or damage incurred or inflicted upon by them in individual or official capacity upon the Supplier whether through any of their actions and / or practices and / or otherwise.

14.5 The bidder shall be required to submit sample of their quoted product/s, which shall be used to check the conformity of the quoted item/s specifications with the specifications of the same item/s as laid down in these SBDs, by the sample

evaluation team of expert/s. In case of non-adherence of the submitted sample to the approved specification as laid down in these SBDs shall be rejected.

14.6 The sample of item/s submitted by the successful bidder shall be retained by the purchasing agency till the supplies are completed and checked with the sample provided by the successful bidder.

14.7 The samples of item/s submitted by unsuccessful bidder will be returned to a person duly authorized for the purpose by the senior executive of the firm as authorized for signing the bid mentioned in section 3 (iv) of bid cover sheet of these SBDs upon submission of application to the purchasing agency for the purpose after the award of contract to the successful bidder.

14.8 The bidder shall be required to deliver & submit the sample on Thursday 2nd April 2020 at 11:00 AM sharp to the office of Project Director Integrated Health Project, 81-E Old Bara Road University Town, Peshawar Khyber Pakhtunkhwa and shall be examined on the same day by the expert/s as already provided in these SBDs. Non-provision of the sample of the quoted item/s at the above-mentioned place, time & date shall lead to disqualification of the firm from the bidding process.

Notices: All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

For the Purchaser:

Project Director Integrated Health Project, 81-E Old Bara Road University Town Peshawar.

Assignee of the supplier

**Assignee of the Integrated Health Project
(Project Director)**

Representative

NIC#

Address#

Contact #

WITNESS NO. 1 Signature: Name: Father's Name: Address: CNIC No.	WITNESS NO. 2 Signature: Name: Father's Name: Address: CNIC No.
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