



**Safe Blood Transfusion Project (Phase-II)  
Government of Khyber Pakhtunkhwa  
Health Department**

## **Draft Bidding Documents**

**For**

**Procurement of Consumables and Misc Items for  
Regional Blood Centre (RBC), Abbotabad &  
D.I.Khan under Safe Blood Transfusion Project  
(Phase-II)**

**National Competitive Bidding (NCB)**

## **PREFACE**

These Bidding Documents have been prepared for use by the Safe Blood Transfusion Project (Phase-II), Health Department, Khyber Pakhtunkhwa for the procurement of Consumables and Misc Items for the year 2020-21 under National Competitive Bidding (NCB) through Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014.

Provisions, which are intended to be used and will remain unchanged, are in Part-One, these include Instructions to Bidders (ITB) and General Conditions of Contract (GCC).

Part - Two has five sections. Any amendment or variation in the Instructions To Bidders (ITB) and the General Conditions of Contract (GCC) in Part-I, regarding contract data and procurement specific provisions, will be carried out in Bid Data Sheet (BDS) & Special Conditions of Contract (SCC) respectively in Part-Two: Section-I which includes Invitation For Bid (IFB), Bid Data Sheet (BDS) & Special Conditions of Contract (SCC). Part -Two: Section-II includes Technical & Financial Evaluation Criteria for the bidder and the intended Goods. Part -Two: Section-III further includes Schedule of Requirements, Technical Specifications and Ancillary Services. Part -Two: Section-IV also contains standardized Sample Forms and Schedules to be submitted by the bidder; and Part-Two: Section V contains in the end, exceptions to the list of eligible countries for the procurement activity under consideration.

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# **Part-One**

## **FIXED CONDITIONS OF CONTRACT**

- I. Instructions to Bidders (ITB)**
- II. General Conditions of Contract (GCC)**

*Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully for filling up the Bidding Documents properly in order to become responsive.*

# Instructions to Bidders (ITB)

## Scope of Bid

1.1 The Government of Khyber Pakhtunkhwa, Health Department invites bids for supply of Goods specified in the Schedule of Requirements along with Technical Specifications and related services incidental thereto to meet the requirements of Safe Blood Transfusion Project (Phase-II), Health Department, Khyber Pakhtunkhwa with Bid Reference Number for the procurement activity as mentioned in **Bid Data Sheet (BDS)**.

1.2 Means of communication for the bidders will be true and original signed copies of documents and letters to be submitted either in person or through registered post/courier service with proof of receipt. Phone, fax, telex and email can be used only for information/inquiry purposes.

## 2. Source of Funds

2.1 The Government of Khyber Pakhtunkhwa.

## 3. Eligible Bidders.

3.1 This Invitation for Bids (IFB) is open to all original manufacturers and in case of imported goods their authorized agents/importers in Pakistan for supply of Goods more specifically described in the Schedule of Requirement (Part-Two: Section-III).

3.2 Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in bidding.

3.3 The authorized/sole Agent / Importer must possess valid authorization from the Manufacturer and shall have to submit a copy of Memorandum of Association/ Partnership deed registered with the Registrar of Companies. However, in case of Manufacturer, he should have a documentary proof as prescribed in the Bid Form Section V to the effect that they are the original Manufacturer of the required specifications of Goods.

3.4 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public-sector organization are NOT ELIGIBLE.

3.5 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser 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 these Bidding Documents ; or

(b) Submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 15.9. However, this does not limit the participation of subcontractors in more than one bid.

3.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

#### **4. Corruption and Fraud.**

4.1 The Government of Khyber Pakhtunkhwa defines Corrupt and Fraudulent Practices as *“the offering, giving , receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty”*

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

#### **5. Eligible Goods and Services.**

5.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of Khyber Pakhtunkhwa in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, insurance, port releases, after sale service etc.

#### **6. Cost of Bidding.**

6.1 The Bidding Documents will be available from the date of publishing of the IFB and will be available up to the period as mentioned in the **Bid Data Sheet**. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the



Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## 7. Bidding for Selective Items.

7.1 A Bidder, if he so chooses, can bid for selective items from the list of goods provided for in the Schedule of Requirements. A Bidder is also at a liberty to bid for all the goods mentioned in the Schedule of Requirements provided he fulfills the requirements.

However, a Bidder cannot bid for partial quantities of an item in the Schedule of requirement. **THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENT.**

## The Bidding Procedure

### 8. The Governing Rules.

8.1 The Bidding procedure shall be governed by the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services KPPRA Rules, 2014.

### 9. Applicable Bidding Procedure.

9.1 The bidding procedure is governed by Rule 06 Para (2) KPPRA Rules, 2014. Bidders are advised also to refer to the **Bid Data Sheet (BDS)** to confirm the Bidding procedure applicable in the present Bidding process.

9.2 The bidding procedure prescribed in the Bid Data Sheet above is explained below:

#### **Single Stage, Two Envelope Procedure (Rule 2(b) KPPRA 2014)**

- i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately **the Financial Proposal and the Technical Proposal**;
- ii) the envelopes shall be marked as **“FINANCIAL PROPOSAL”** and **“TECHNICAL PROPOSAL”** in bold and legible letters to avoid confusion;
- iii) Initially, only the envelope marked **“TECHNICAL PROPOSAL”** shall be opened; technical proposal is to determine the technical strength and consideration of the illegibility of the firm for the bidding process, which is to be carried out before the opening of the financial bids.
- iv) the envelope marked as **“FINANCIAL PROPOSAL”** shall be retained in the custody of Procuring Agency without being opened;
- v) the Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
- vi) during the technical evaluation no amendments in the technical proposal shall be permitted;

- vii) the financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;
- viii) After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders; and
- ix) The bid found to be the best evaluated having total highest score in technical & financial evaluation will be considered as successful bidder under section 2 (c)(1) of KPPRA Act 2012.

## **The Bidding Documents**

### **10. Contents of the Bidding Documents**

10.1 The goods required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- (a) Instructions to Bidders (ITB)
- (b) Bid Data Sheet
- (c) General Conditions of Contract (GCC)
- (d) Special Conditions of Contract (SCC)
- (e) Evaluation Criteria
- (f) Technical Specifications
- (g) Schedule of Requirements / Bill of Quantities (BOQs)
- (h) Bid Forms and Price Schedules
- (h) Bid Security Form
- (i) Contract Form
- (j) Performance Security Form
- (k) Client Guarantee for Advance Payment Form
- (l) Manufacturer's Authorization Form

10.2 The "Invitation for Bids (IFB)" is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

10.3 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 shall be at the Bidder's risk and may result in the rejection of its bid.

## **11. Clarification(s) on Bidding Documents.**

11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency<sup>1</sup> in writing at the Procuring Agency's address indicated in the Bid Data Sheet. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

## **12. Amendment(s) to the Bidding Documents.**

12.1 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(s) requested by a prospective Bidder, whether in a Pre-Bid Meeting to be held on a date specified in the **Bid Data Sheet (BDS)** may modify the Bidding Documents by amendment(s).

12.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, e-mail or fax, and shall be binding on them.

12.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

## **Preparation of Bids**

### **13. Language of Bids.**

13.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written in English. 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 English, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

### **14. Documents comprising the Bids.**

14.1 The Bid shall comprise of the Bid Forms of this Bidding Document and all those ancillary documentation that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.

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<sup>1</sup> In this case Health Department, Government of the Khyber Pakhtunkhwa is the Procuring Agency.

14.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

**15. Bid Price.**

15.1 The Bidder shall indicate on the appropriate form prescribed in this Bidding Document the unit prices and total bid price of the goods, it proposes to supply under the Contract.

15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red/yellow marker.

15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Section III of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

15.4 The Bidder is required to offer a competitive price. All prices must include the taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties.

15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

15.6 Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive Bid.

15.7 While making a price quote, trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

**16. Bid Currencies.**

16.1 Prices shall be quoted in the currency as mentioned in the **Bid Data Sheet.**

**17. Samples.**

17.1 The Bidder shall provide samples of quoted goods along with the bid at his own cost and in a quantity prescribed by the Procuring Agency in Section III. However, samples of cold chain (perishable) goods, if any, will be called later at the time of technical evaluation of bids.

**18. Documentation on Eligibility of Bidders.**

18.1 Bidder shall furnish, as part of its bid (Bid Form) as specified in Part-Two: Section IV of the Bidding Documents, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

18.2 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 an eligible as defined under ITB Clause 3 above.

**19. Documentation on Eligibility of Goods.**

19.1 The Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

**20. Bid Security.**

20.1 The Bidder shall furnish, as part of its bid, a Bid Security in the amount specified in the **Bid Data Sheet (BDS)**. Unsuccessful bidder's bid security shall be discharged or returned soon after announcement of the successful bids.

20.2 The successful Bidder's bid security shall be discharged upon signing of contract and furnishing the performance security.

20.3 The bid Security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity;
- or
- (b) in the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a performance security (if any).

**21. Bid Validity.**

21.1 Bids shall remain valid for the period identified in the **Bid Data Sheet (BDS)** after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a period shorter than the one prescribed in the BDS shall be rejected by the Procuring Agency as non-responsive.

21.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

21.3 Bidders who, -

- (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

## **22. Format and Signing of Bids.**

22.1 The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.

22.2 The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding document. In an event where the Bidder has downloaded the bidding document from the web, he will require to get the original payment receipt of the prescribed fee from the Procuring Agency well before the date of submission of bid.

22.3 The original 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. The person or persons signing the bid shall initial all pages of the bid form.

22.4 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

22.5 Any tampering, illegitimate inclusion or exclusion in any part of the Standard Bidding Documents shall lead to disqualification of the bidder.

## **Submission of Bids**

### **23. Sealing and Marking of Bids.**

23.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the proposals/ bids in separate envelopes. The envelopes shall then be sealed in an outer envelope.

23.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
- (b) Bid Reference No. indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," the time and the date specified in the **Bid Data Sheet** for opening of Bids.

23.3 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 as “**non-responsive**” or “**late**”.

23.4 If the outer as well as inner envelope is not sealed and marked as required by 23.1 to 23.3 above the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.

#### **24. Deadline for Submission of Bids**

24.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the Bid Data Sheet. **Bids received later than the time and date specified in the Bid Data Sheet will stand summarily rejected.**

24.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### **25. Late Bids**

25.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 24 shall be rejected and returned unopened to the Bidder.

#### **26. Withdrawal of Bids**

26.1 The Bidder may withdraw its bid after the bid’s submission and prior to the deadline prescribed for opening of bids.

26.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 20 above.

### **Opening and Evaluation of Bids**

#### **27. Opening of Bids by the Procuring Agency.**

27.1 All bids received, shall be opened by the Procuring Agency publicly in the presence of the Bidders or their representatives on the date, time and venue prescribed in the **Bid Data Sheet**.

27.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the **Bid Data Sheet** and elaborated in ITB Clause 9 above.

27.3 All Bidders in attendance shall sign an attendance sheet.

27.4 The Purchaser shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, category tendered for and unit as well as total bid price. The Purchaser may choose to announce any other details which it deems appropriate if not in conflict with the Procurement of Goods, Works and Services Rules, 2003, specifically Rule 21 & 22.

27.5 The Procuring Agency shall have the minutes of the Bid opening (technical and when applicable financial) recorded.

27.6 No bid shall be rejected at technical proposal/ bid opening, except for late bids, which shall be returned unopened to the Bidder

27.7 The financial bids found having without Bid Security shall also be returned unannounced to the Bidders. However, prior to return to the Bidder, the Chairman of the Purchase/ Procurement Committee shall record a statement giving reasons for return of such bid(s).

**28. Clarification of Bids.**

28.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The 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.

**29. Preliminary Examination.**

29.1 The Procuring Agency shall 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.

29.2 In the financial bids the arithmetical errors shall be rectified on the following basis.

a) 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.

b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.

c) If there is a discrepancy between words and figures, the amount in words shall prevail.

29.3 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.



29.4 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, 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 Applicable Laws, Taxes & Duties and internationally recognized best practices shall be deemed to be a material deviation for technical proposals and Bid Security for financial proposals. 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.

29.5 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

### **30. Evaluation of Bids.**

30.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.

30.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these bidding documents.

30.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.

30.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

### **31. Qualification of Bidder**

31.1 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacities, may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.

31.2 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.

31.3 The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having

the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.

31.4 The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the manufacturing plant/ production capacity/ warehousing system/ practices by a team of experts for assessment, if it deems necessary.

31.5 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

31.6 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Bidder was false and materially inaccurate or incomplete.

## **32. Rejection of Bids**

32.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

32.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 32.1 towards Bidders who have submitted bids.

32.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

## **33. Re-Bidding**

33.1 If the Purchaser rejected all bids in pursuant to ITB Clause 32, it may call for a re-bidding. The Purchaser, if it deems necessary may prescribe another method of procurement not inconsistent with the Procurement of Goods, Works and Services Rules, 2003.

33.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

#### **34. Announcement of Evaluation Report**

34.1 The Purchaser may announce the results of the bid evaluation in form of a report through its website or display on office notice board, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

#### **35. Contacting the Procuring Agency.**

35.1 Subject to ITB Clause 28 above, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

**35.2 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. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.**

### **Award of Contract**

#### **36. Acceptance of Bid and Award Criteria.**

36.1 the Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section IV and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Government of Khyber Pakhtunkhwa, shall be awarded the Contract, within the original or extended period of bid validity.

#### **37. Procuring Agency's Right to vary quantities at the time of Award.**

37.1 The Procuring Agency reserves the right at the time of award of Contract to increase or decrease, the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

#### **38. Notification of Award.**

38.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify to the successful Bidder in writing that its bid has been accepted under Rule 46 in conformity with provision of section 31 of the act in these rules.

38.2 The notification of award shall constitute the formation of the Contract between the Procuring Entity and the successful Bidder.

38.3 The enforcement of the Contract shall be governed by Rule 50 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.

### **39. Limitation on Negotiations.**

39.1 Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder, but only to minor technical, contractual or logistical details.

39.2 Negotiations may relate to the following areas; (the list is being provided as guidance only and under no circumstances be treated as exhaustive and final):

- minor alterations to technical details, such as the scope of work, the specification or drawings;
- minor amendments to the Special Conditions of Contract;
- finalization of payment schedule and ancillary details;
- mobilization arrangements;
- agreements on final delivery or completion schedules to accommodate any changes required by the Procuring Agency;
- the proposed methodology or staffing;
- inputs required from the Procuring Agency;
- clarifying details that were not apparent or could not be finalized at the time of bidding;
- The Bidder's tax liability in Pakistan, if the Bidder is a foreign company.

#### **Negotiations shall not be used to:**

- substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the Bidder or the performance of the goods;
- substantially alter the terms and conditions of Contract;
- reduce unit rates or reimbursable costs;
- substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or proposals
- alter the submitted financial bid

### **40. Signing of Contract.**

40.1 After the completion of the Contract Negotiations the Purchaser shall send the Bidder the Contract Form provided in the Section VI of the Bidding Documents, incorporating all agreements between the Parties.

40.2 Within ONE week of receipt of the Contract Form, the successful Bidder and the Purchaser shall sign the Contract in accordance with the legal requirements in vogue.

40.3 Unless the procurement contract has already entered into force, a contractor or supplier feeling aggrieved by the order of a Purchaser accepting a bid may file an application for review.

40.4 If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited. In such situation the Purchaser may award the contract to the next lowest evaluated Bidder or call for new bids.

40.5 The Contract shall become effective upon affixation of signature of the Purchaser and the selected Bidder on the Contract document, and shall be governed for the period specified in the **Bid Data Sheet (BDS)** and by the terms and conditions mutually agreed in the contract..

#### **41. Performance Guarantee.**

41.1 On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee for a percentage amount (5% of the quoted price) Rule 21 of Khyber Pakhtunkhwa Public Procurement of goods, works & services rules 2014 as specified in the **Bid Data Sheet (BDS)**, on the Form and in the mannered prescribed by the Procuring Entity in Part-Two: Section-IV of these Standard Bidding Documents.

41.2 The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee.

41.3 Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the contract to the next lowest evaluated bidder or call for new bid.

## **Part-One**

# **General Conditions of Contract (GCC**

# General Conditions of Contract (GCC)

<p><b>1. Definitions</b></p>	<p>1.1</p>	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>(a) "The Contract" means the agreement entered into between the Purchaser (provincial and district Health department) and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</li> <li>(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.</li> <li>(c) "The Goods" means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.</li> <li>(d) "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the government of Khyber Pakhtunkhwa, transportation of goods upto the desired destinations and other such obligations of the Supplier covered under the Contract.</li> <li>(e) "GCC" means the General Conditions of Contract contained in this section.</li> <li>(f) "SCC" means Special Conditions of the Contract.</li> <li>(g) "The Purchaser" means the Government of Khyber Pakhtunkhwa, Health Department, Peshawar.</li> <li>(h) "The Supplier" means the individual or firm supplying the goods under this Contract.</li> <li>(i) "Day" means calendar day.</li> </ul>
<p><b>2. Application</b></p> <p><b>3. Source of Import</b></p>	<p>2.1</p> <p>3.1</p> <p>3.2</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>All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.</p> <p>For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.</p>

<b>4. Standards</b>	4.1	The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
	4.2	In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
	4.3	If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the Health Department) the price difference shall be paid by the Supplier.
	4.4	In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e removal from purchaser's premises, burning, dumping, or incineration.
<b>5. Use of Contract Documents and Information.</b>	5.1	The Supplier shall not, without the Purchaser'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 Purchaser 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 so far as may be necessary for purposes of such performance.
	5.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and
	5.3	shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
	5.4	The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.
<b>6. Patent Rights</b>	6.1	The Supplier shall indemnify the Purchaser 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 country.



<p><b>7. Performance Security</b></p>	<p>7.1 7.2 7.3</p>	<p>Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.</p> <p>The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:</p> <p>(a) a Client guarantee or an irrevocable letter of credit issued by a reputable Client located in the Purchaser's country, in the form provided in the bidding documents or another form acceptable to the Purchaser; or</p> <p>(b) a cashier's or certified check.</p> <p>The performance security will be discharged by the Purchaser 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.</p>
<p><b>8. Submission of Samples</b></p>		<p>Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.</p>
<p><b>9. Ensuring storage arrangements</b></p>		<p>To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least One (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall , at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.</p>
<p><b>10. Inspections and Tests</b></p>	<p>10.1 10.2</p>	<p>The Purchaser or its representative shall have the right to inspect and/or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.</p> <p>All costs associated with testing shall be borne by the Supplier.</p>

	10.3	The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.
	10.4	Nothing in GCC Clause 10 shall in any way release the Supplier from any warranty or other obligations under this Contract.
<b>11. Packing</b>	11.1	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.
	11.2	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 Purchaser.
<b>12. Delivery and Documents</b>	12.1	The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
	12.2	The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
	12.3	The goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the buyer after the Goods having been delivered;
<b>13. Insurance</b>		The supplier shall be solely responsible for Insurance of the Goods subject to the contract.
<b>14. Transportation</b>	14.1	The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement
	14.2	All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.
<b>15. Incidental Services</b>	15.1	The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.



<b>22. Assignment</b>		The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
<b>23. Subcontracts</b>		The Supplier shall not be allowed to sublet and award subcontracts under this Contract.
<b>24. Delays in the Supplier's Performance</b>	24.1  24.2	<p>Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.</p> <p>If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser 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 Purchaser 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 an amendment to the Contract.</p>
<b>25. Liquidated Damages</b>	24.3	<p>Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.</p> <p>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 Purchaser 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 Purchaser may consider termination of the Contract pursuant to GCC Clause 24.</p>
<b>26. Termination for Default</b>		<p>The Purchaser, 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:</p> <ul style="list-style-type: none"> <li>(a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract and subsequent purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</li> <li>(c) if the Supplier, in the judgment of the Purchaser has</li> </ul>
		<p>engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause Corrupt and fraudulent practices means:</p> <p style="text-align: center;"><i>the offering, giving, receiving, or soliciting of any thing of</i></p>

		<p><i>value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty”</i></p>
<b>27. Force Majeure</b>	27.1	<p>Notwithstanding the provisions of GCC Clauses 20 and 21, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting 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. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.</p>
	27.2	<p>If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of purchase order under the Contract and inform the Supplier of its findings promptly.</p> <p>Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<b>28. Termination for Insolvency</b>		<p>The Purchaser may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.</p>
<b>29. Termination for Convenience</b>	29.1	<p>The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>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 Purchaser at the Contract terms and prices. For</p>

	29.2	<p>the remaining Goods, the Purchaser may elect:</p> <p>(a) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(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.</p>
<b>30. Arbitration and Resolution of Disputes</b>	30.1	<p>The Purchaser 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.</p> <p>If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.</p>
	30.2	<p>In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time) in a court of relevant jurisdiction as mentioned in the SCC.</p>
	30.3	
<b>31. Governing Language</b>		<p>The Contract shall be written in English language. Subject to GCC Clause 26, 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 English.</p>
<b>32. Applicable Law</b>		<p>This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.</p>
<b>33. Notices</b>	33.1	<p>Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.</p>
	33.2	<p>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
<b>34. Taxes &amp; Duties</b>		<p>All taxation, duties and levies etc., whether International, Federal, Provincial or Local, shall be borne by the Supplier.</p>

## INVITATION FOR BIDS

The Project Director, Safe Blood Transfusion Project (Phase-II), Health Department, Khyber Pakhtunkhwa invites sealed bids under National Competitive Bidding from Manufacturers & authorized/sole agents for the Procurement of Consumables and Misc Items for **Regional Blood Centre Abbotabad & D.I.Khan** for Year 2020-21

1. Bidding shall be conducted through Single Stage –Two Envelopes Bidding Procedure as per KPPRA Rules-2014.
2. Interested Bidders must obtain complete set of bidding documents from the office of SBTP situated at Regional Blood Centre Peshawar, Phase-IV, Hayatabad Peshawar Khyber Pakhtunkhwa during office hours on any working day till 7<sup>th</sup> April 2020, against the non-refundable cash payment of Rs. 2000/- Original Receipt of the paid amount must be attached to the Technical Bid inside its sealed envelope. Bidding Documents can also be downloaded from the following official website. [www.healthkp.gov.pk](http://www.healthkp.gov.pk) & [www.kppra.gov.pk](http://www.kppra.gov.pk)
3. A Pre-bid meeting will be held on 24<sup>th</sup> March 2020, at 11:00 am, at Office of SBTP. Bidders are requested to thoroughly study the Bidding Documents before the pre-bid meeting for any clarification of their queries during the said meeting.
4. Interested Bidders must submit sealed bids to the Office of SBTP at RBC Peshawar, Phase 4, Hayatabad Peshawar on or before 11:00 hours, 07<sup>th</sup> April 2020, which will be opened on the same day at 11:30 AM in the presence of those bidders or their representatives, who choose to attend the process.
5. Financial bid must be accompanied with Bid Security @ 2% in shape of CDR/SDR except Pay Order in the name of the “Project Director, Safe Blood Transfusion Project (Phase-II)”. photocopy of the Bid Security should be placed inside the sealed envelope of Technical Proposal.

**Project Director, Safe Blood Transfusion Project (Phase-II), Health Department Khyber Pakhtunkhwa**  
**Address: RBC Building, Adjacent to Institute of Kidney Disease Hospital, Phase-4, Hayatabad**  
**Peshawar**  
**Tel & Fax No: 091- 5819243**

**Part-Two**  
**Section I: Procurement Specific Provisions**  
**Bid Data Sheet (BDS)**

ITB Re f.	Introduction/Description	Detail
ITB 1.1	Name of Procuring Agency of Government Of Khyber Pakhtunkhwa.	Safe Blood Transfusion Project (Phase-II), Health Department Government of Khyber Pakhtunkhwa
ITB 1.1	Loan or credit or Project allocation Number. Loan or credit or Project Allocation amount.	Budget allocated or any other Source through which amount is allocated for Health department for the year 2020-21.
ITB 1.1	Name of Project	Framework agreement Contracting For Consumables and Misc Items
ITB 1.1	Name of Contract	Framework agreement Contracting For Consumables and Misc Items
ITB 4.1	Name of Procuring agency.	Safe Blood Transfusion Project (Phase-II), Health Department Government of Khyber Pakhtunkhwa
ITB 6.1	Procuring agency's address, telephone, Telex, and facsimile, numbers.	RBC Building, Adjacent to Institute of Kidney Disease Hospital, Phase-IV, Hayat Abad Peshawar. Tel No: 091- 5819243 Fax No: 091- 5819243 Email:safe.blood.project@gmail.com
ITB 8.1	Language of the bid.	English
<b>Bid Price and Currency</b>		
ITB 11.2	Price quoted shall be:	Pakistan Rupees (Rs.)
ITB 11.5	The price shall be fixed	The quoted prices will be valid till June 2021
<b>Preparation and Submission of Bids</b>		
ITB 13.3 (d)	Qualification requirements.	Manufacturer/Importer/Authorized dealers specified in SOR.
10	Spare parts required for period of years of Operation	NIL
ITB 15.1	Amount of bid security.	<b>Bid security</b> shall be: 2% of the Estimated amount.
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.	RBC Building, Adjacent to Institute of Kidney Disease Hospital, Phase-IV, Hayat Abad Peshawar.
ITB 18.2 (b)	IFB title and number.	Framework agreement Contracting For Consumables and Misc Items
ITB 19.1	Deadline for bid submission.	<b>11:00 AM Sharp.</b>



		<b>7<sup>th</sup> April 2020</b>
ITB 19.3	Pre-Bid meeting with the bidders	<b>24<sup>th</sup> March 2019</b> At 11.00 Am in Conference Room, RBC Building, Adjacent to Institute of Kidney Disease Hospital, Phase-IV, Hayat Abad Peshawar.
ITB 22.1	Time, Date, and Place for bid opening.	<b>11:30 AM</b> <b>07<sup>th</sup> April 2020</b> Conference Room, RBC Building, Adjacent to Institute of Kidney Disease Hospital, Phase-IV, Hayat Abad Peshawar.
<b>Bid Evaluation</b>		
ITB 23.1	Clarification of Bids	The Procuring agency may ask the Bidder in writing, only for clarification regarding the received documents in the bid; however no change in the prices or substance of the bid shall be sought, offered, permitted or entertained. This communication shall be with the prior approval of chairman T&E committee.
ITB 25.3	Criteria for bid evaluation	<b>Merit Point Evaluation</b> 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) ITB 25.4 (b)	One option only Delivery schedule. Relevant parameters in accordance with Option selected.	Not Applicable
Option I Option II Option III	Adjustment expressed as a Percentage, or adjustment expressed in an amount in the currency of bid evaluation, or adjustment expressed in an amount in the currency of bid evaluation.	Not Applicable
ITB 25.4 (c)(ii)	Deviation in payment schedule. Annual interest rate.	Not Applicable
ITB 25.4 (d)	Cost of spare parts.	Not Applicable
ITB 25.4 (e)	Spare parts and after sales service facilities in the Procuring agency's Country.	Not Applicable
ITB 25.4 (f)	Operating and maintenance costs.	Not Applicable
ITB 25.4 (g)	Performance and productivity of Equipment.	Not Applicable

ITB 25.4 (h)	Details on the evaluation method or reference to the Technical Specifications	As in section on Technical Evaluation of bids.
ITB 25.4 alternative	Specify the evaluation factors.	Not Applicable
ITB 28.1	Award Criteria	Section 2 (c)(i)
<b>Contract Award</b>		
ITB 29.1	Percentage for quantity increase or Decrease.	Number of items can be increased and Decreased as per requirement of the PE within permissible limits under the rules.

### Section III. Special Conditions of Contract

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

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

#### Definitions (GCC Clause 1)

GCC 1.1 (c) The Goods are: **Consumables and Misc Items**

GCC 1.1 (g) **The Procuring Agency is:** Safe Blood Transfusion Project (Phase-II), Health Department, Government of Khyber Pakhtunkhwa, Peshawar; and

GCC 1.1 (i) The Supplier is: i) Manufacturer and/or Importer registered with relevant sales and income tax authorities and have requisite qualification and eligibility for supply of Goods in the specialized categories of health sector; and

ii) Manufacture of Medical Consumables, Instruments & Medical Devices in Pakistan; and

iii) Importer/wholeseller of Medical Equipment/ Machinery, Instruments & Medical Devices in Pakistan.

iv). Firm having manufacturing plant

#### Provision:

**GCC 1.1 (j)—The Project Site is: SBTP office at RBC Building, Adjacent to Institute of Kidney Disease Hospital, Phase-IV, Hayat Abad Peshawar.**

When required, the Focal Person of the bidder will be informed on phone or through email to provide samples of the items in sufficient / required quantity for examination / analysis to the Safe Blood Transfusion Project office or any other place notified by the Safe Blood Transfusion project, at bidder's own risk and cost at the time and date communicated. The samples will be returnable and no payment shall be made to bidder / Focal Person on this account.

#### 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. The bidder shall have to provide the details regarding country of origin, Model, Make, manufacturer, along with details of Manufacturing Units and mode of supply, shipment, and any other associated details of the component items and that of the quoted equipment.

#### Performance Security (GCC Clause 7)

**GCC 7.1—**The amount of performance security, as a percentage of the Contract Price, shall be 10% i.e. of the total value of each individual supply order placed to the successful bidder. Bid security of the successful bidder will be returned.

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

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

i. The Technical Evaluation shall be conducted by the Technical and Evaluation (T&E) Committee to undertake verification of documents submitted by the bidder/s along with the technical bids as well as to conduct the physical inspection of the various samples/relevant premises etc. (Section-V -Technical Specification of the Part II of these SBDs).

ii. Consumables and Other Misc items supplied for sample tests shall be examined and tested by a panel of experts of the T&E Committee.

- iii. Sample tests as well as pre-shipment inspections will also be carried out as and when needed before signing of contract agreement with all the successful bidders for Consumables etc.
- iv. Any other appropriate method may be adopted by the T&E Committee, and / or to assess and/or assure the quality of goods being purchased. The Procuring Agency i.e. Safe Blood Transfusion Project (Phase-II) reserves the rights to reject the quoted items/equipment at any stage before award of contract in case of any deviation from the standard specs.

### **Packing (GCC Clause 9)**

In accordance with the GCC Clause 9 as well as provided in the relevant clauses of Contract agreement of SBTP with the Supplier/s (Section-VI of these SBDs –Rate Contract Agreement).

### **Delivery and Documents (GCC Clause 10)**

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

### **Warranty (GCC Clause 15)**

The Supplier shall provide warranty as per the terms and conditions of the Framework Agreement with Procuring Agency.

GCC 15.2—In partial modification of the provisions, the warranty period shall be as per contract terms and conditions. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- a. Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,
- or
- b. Pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be higher than the adjustment price used in bid evaluation.

**GCC 15.4 & 15.5**— The period for correction of defects in the free warranty period is three years after installation with free parts and free services, including all incidental charges, and for the next two years for free services only without parts but with all incidental charges related to services provision on the site of installation

**GCC 10 . 3** —Upon shipment, the Supplier shall notify the Procuring agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring agency:

- i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- ii. Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- iii. Copies of the packing list identifying contents of each package;
- iv. Insurance certificate;
- v. Manufacturer's or Supplier's warranty certificate;

- vi. Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report.
- vii. Certificate of origin; and
- viii. Custom clearing documents.

### **Payment (GCC Clause 16):**

- (i) GCC Clause 16 as well as under the terms and condition in Agreement with the Procuring Agency, the goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after the goods having been delivered; hence insurance coverage is seller's responsibility, for which they may arrange appropriate coverage. Payment shall be made in Pak. Rupees in accordance with the relevant and applicable government rules and regulations
- (ii) Payment shall not be made for partial and incomplete supply of goods.

### **Prices (GCC Clause 17)**

- i) The bidder shall not quote price of any item/s which is/are higher than the prices quoted by the bidder across the country to any procuring entity of the quoted item/s through public funding.
- ii) In case the bid price is higher on estimated cost, the Procuring agency has the right to reject the bid and scrap the process without any liability.
- iii) In case of single bid after technical evaluation, the procuring agency will carry out the market analysis before issuing a letter of consent to the successful bidder.

### **Liquidated Damages (GCC Clause 23)**

As in relevant clauses of the framework Agreement signed by the Supplier with the Procuring Agency.

### **Disputes Resolution (GCC Clause 28)**

The dispute resolution mechanism to be applied will be pursuant to relevant clauses of the framework Contract Agreement signed by Supplier with the Procuring Agency.

If at all required, the jurisdiction of Court shall be of Peshawar, Khyber Pakhtunkhwa.

### **Bid Tie.**

In case of tie in the final score of two bidders, and unless otherwise not in contradiction to any of the terms & conditions and specifications of that item, the rate contracting will be offered to the bidder having higher score in its technical bid and the same will be declared as highest fair bid (successful bidder).

### **Governing Language (GCC Clause 29) The Governing Language shall be: English**

### **Applicable Law (GCC Clause 30)**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan, which includes the following legislation:

- i. The KPPRA Act 2012
- ii. The KPPRA Rules 2014
- iii. DRAP Act 2012
- iv. The Contract Laws
- v. The General Financial Rules of the Govt. of Khyber Pakhtunkhwa and all the Relevant laws, rules and regulations pertaining to budgeting & financial management of public fund
- vi. The Bonded Labor System (Abolition) Act of 1992
- vii. The Factories Act 1934

## Notices (GCC Clause 31)

GCC 31.1—Procuring Agency address for notice purposes: SBTP Office at RBC Phase-IV Hayatabad peshawar.

Tel: 091-5819243, Fax: 091-5819243, Email: safe.blood.project@gmail.com

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

## Duties & Taxes (GCC clause 32)

The Unit price quoted by the bidder shall be: **inclusive** of all applicable duties, taxes and transportation charges. All prices shall include relevant taxes & duties, where applicable.

## Legal Documentary Proof

The bidder must possess valid legal enforceable exclusive authorization from the Foreign/Local Manufacturer; they should have a documentary proof to the effect that they are the original Manufacturer of the required goods.

## Ineligibility for Corrupt and Fraudulent Practices

Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), a local body or a public sector organization.

## Letter of Authorization

- (i) The Authorized agent shall have to produce Exclusive letter of embassy attested authorization / Sole Agency Certificate from Manufacturer and in case of Manufacturer, documentary proof to the effect that they are the original Manufacturer of the required goods shall be provided, or joint venture/ consortium/ alliance of the local Sole agents/manufacturers.
- (ii) In case of imported products, the authorization shall be attested from the embassy of Pakistan in the country of manufacturing or embassy of the manufacturing country in Pakistan.

## Technical Staff and Tools

The Bidder should have strong engineering background and necessary tools/ testing equipment, trained staff for the goods required after sales services.

## Minor Deviation

The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation (or changes the substance of the bid), provided such waiver does not prejudice or affect the relative ranking of any Bidder.

## Deviation from critical Provision

- i. Deviations from, or objections or reservations to critical provisions shall be deemed to be a material deviation form technical proposals and thus the bid will be declared as Non-responsive.
- ii. Any model supplied other than quoted and approved will be considered as deviation/ forgery and will be rejected straightaway at the cost and risk of the supplier.

## Prevailing Rules, Regulation and Policies

A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

## Alternate Bid

Different models offered for a single item by the same bidder shall be considered as alternate bid and shall be non-responsive.

### **After Sale Service**

Certificate from the manufacturer that the after sales services / backup services shall be provided jointly with the local sole agent and in case of change of local agent, they will provide the after sales services themselves or through newly appointed agent for the period mentioned from the date of commissioning.

### **Testing and Calibration**

The firm must have all kind of testing and calibration equipment, which is required to maintain the products, which they are dealing. The list of all required testing equipment would be provided along with the bid. The available testing equipment must be calibrated.

### **Manufacturer Official Website**

The quoted model of imported product shall be available on the current official website of the manufacturer; otherwise the quoted product shall be considered obsolete/ redundant and will straight away be rejected.

### **Inspection the Premises**

The Procuring Agency has the right to inspect the premises of bidder to inspect the setups ensuring proper after sales services, documents mentioned in technical bids and any other relevant details (if required).

### **Opening of the Financial Proposals**

After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals. Bidders' attendance at the opening of financial proposals is optional.

### **Incomplete and Conditional Bids**

Incomplete bid shall stand rejected. All items described in the technical proposal must be priced in financial proposal. No conditional bid in term of Technical/Financial bid will be entertained and the bidder will straight away be disqualified

### **Bidders Influence**

Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will result in the rejection of the Bidder's bid and subsequent black listing, if Procuring agency so desires. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

### **Quantity Variation**

The Procuring Agency reserves the right at the time of Contract award to increase or decrease the quantity of goods as per permissible limits under the Rules 2014 originally specified in Schedule of Requirements without any change in unit price or other terms and conditions.

## Section V. Technical Specifications

### LIST OF CONSUMABLES

#### **CATEGORY-A CLIA KITS (Equipment required on FOC Basis)**

	Reagent HbsAg	20000 Tests	<b>Equipment required on FOC Basis</b>
	Reagent HIV	20000 Tests	
	Reagent HCV	20000 Tests	
	Syphilis/RPR/VDRL	20000 Tests	

Bidders may be quoted kits prices with equipment on FOC basis. Firms will be responsible for all types of consumables, controls, Software Interfacing and Service Maintenance of equipment with Electricity Back up for the equipment on FOC basis (UPS etc.)

**OR**

#### **Nucleic Acid Technology (NAT Kits) (Equipment required on FOC Basis)**

Reagent HbsAg	20000 Tests	<b>Equipment required on FOC Basis</b>
Reagent HIV	20000 Tests	
Reagent HCV	20000 Tests	

Bidders may be quoted kits prices with equipment on FOC basis. Firms will be responsible for all types of consumables, controls, Software Interfacing and Service Maintenance of equipment with Electricity Back up for the equipment on FOC basis (UPS etc.)

**One Option may be exercised for procurement of Category-A KITs keeping in view of the budget availability.**

#### **CATEGORY-B MEDICAL DEVICES**

HbsAg ICT	20000 Tests	<b>OPTIONAL</b>
HIV ICT	20000 Tests	<b>OPTIONAL</b>
HCV ICT	20000 Tests	<b>OPTIONAL</b>
Syphilis ICT	20000 Tests	<b>OPTIONAL</b>
ICT MP	20000 Tests	
Triple Bags CPDA-I with Transfusion sets With Safety features	20000 bags	

#### **CATEGORY-C APHERESIS KITS (Equipment required on FOC Basis)**

Bidders may be quoted kits prices with equipment on FOC basis. Firms will be responsible for all types of consumables, controls, Software Interfacing and Service Maintenance of equipment with Electricity Back up for the equipment on FOC basis (UPS etc.)



**CATEGORY-D ANTISERAS**

	Anti- A	500	Vial
	Anti-B	500	
	Anti-D 1st choice IgM type	500	
	Anti-D 2nd choice IgM + IgG	500	
	Anti Human Anti Globulin (AHG) Poly specific Anti sera	200	
	6% Albumin (RH Control)	30	
	22% Albumin	200	
	Anti-D Human IgG only	100	
	Cross match gel card	5000	Card
	Blood Group gel card with LISS	20000	

**CATEGORY-E OTHER CONSUMABLES (Sample Based Selection)**

S No	Item Name	Units	RBC Abbotabad	RBC D.I.Khan
1.	Saniplast	Piece	20000	20000
2.	Red top tubes 5 ml Silicone (Serum Separating Material), Vacume Tube with Clot Activitator	Piece	22000	22000
3.	Purple Top tube 3ml Contains EDTA	Piece	22000	22000
4.	Glass Test Tubes Disposable 12x75mm	tubes	400000	400000
5.	Plastic Droppers Disposable 3-5ml	droppers	300000	300000
6.	Pyodine (450 ml )	bottle	100	100
7.	Cotton roll (400 gm )	roll	200	200
8.	Hand sterilizer	Packet	50	50
9.	Tourniquet	Piece	100	100
10.	Alchohal Swab	Piece	20000	20000
11.	Normal saline 1000 ml	drips	200	200
12.	Clamp	clamps	2000	2000
13.	Rubber Bands ( small )	piece	60000	60000
14.	Blue Tips	piece	10000	10000
15.	Yellow Tips	Piece	10000	10000
16.	Danger Box/Sharp Box (Yellow Box)	box	20	20
17.	Disposable gloves( small)	Piece	5000	5000
18.	Disposable gloves( Medium)	Piece	10000	10000
19.	Disposable gloves( Large)	Piece	5000	5000
20.	Cross Match Labels	roll	100	100
21.	Grouping Labels	roll	100	100
22.	Product Labels	roll	100	100
23.	Din# labels( 8 piece)	roll	100	100

24.	Base Label Printed	roll	100	100
25.	Resins	roll	100	100
26.	Alcohol (Ethanol) Surface Cleaner 5 Ltr	Bottle 5 Ltr	20	20
27.	Bleach	Bottle 5 Ltr	100	100
28.	Blood carrying tray/box	No	10	10
29.	Waste carry trolley	No	5	5
30.	Trolley for carrying blood	No	5	5
31.	Floor cleaning trolley	No	5	5
32.	Torch light	No	5	5
33.	Emergency light	No	5	5
34.	Digital Thermometers	No	20	20
35.	Foot steps	No	5	5
36.	balance weighing portable	No	10	10
37.	Gas Heaters	No	5	5
38.	Waste /dust bins with lid/cover small, medium, large	No	15	15
39.	First aid kit/box	No	5	5
40.	Ladders – aluminium	No	1	1
41.	Stop watches	No	5	5
42.	Revolving chair with extended length 3.5 feet adjustable	No	12	12
43.	Notice/display board	No	3	3
44.	White board	No	3	3
45.	White board eraser	No	10	10
46.	Glass cylinders 100 ml(12 Nos), 500ml(12 Nos), 1000ml (12 Nos)	No	36	36
47.	Cloth hanger	No	20	20
48.	Wall Clock	No	10	10
49.	Electric Kettles	No	2	2
50.	Plastic tables for mobile team	No	5	5
51.	Plastic chairs for mobile team	No	20	20
52.	Water dispenser (hot&cold)	No	2	2
53.	Microwave oven	No	1	1

**Technical Evaluation Criteria for Consumables and Misc Items (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 bids for the FY 2020-21 comprises different evaluation proforma's 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.

**d.** Further details of system breaking points / issues for various categories of items are as follows:

**A. Importers of Consumables and Misc Items**

i. Valid cGMP Certificate / Quality Assurance Certificate/ Quality Control Certificate or Medical Device Management 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. Non provision of the same shall lead to disqualification of the firm.

ii. Availability of minimum 10% inventory of the total import of the quoted item/s during last one year certificate to the effect duly signed by the senior executive of the firm & evaluated by the Regional Blood Center expert/s). Non availability of the 10% stock at the time of inspection shall lead to disqualification of the quoted item/s).

iii. Functional and effective Air-conditioning & Ventilation System and effective cold chain (thermo-labile drugs). Adherence to Good storage practices (GSP). Non adherence to GSP, as evaluated by the Regional Blood Center expert/s at the time of inspection shall lead to Disqualification of the firm.

iii. Valid Free Sale Certificate 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. Non provision of the same shall lead to disqualification of the firm.

**Technical Evaluation Criteria for Kits (CLIA)**

Name of Firm		Factory Technical Evaluation Parameters													Product Evaluation Parameter			Total Technical Score					
		Documents based Factory Score			Importer's Evaluation			Factory Evaluated Score			Efficacy of Product			Amplification			Product Evaluation Parameter		Total Technical Score				
Ref. No. of item	Generic Name of Item	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		16		17	18	19	20
							One international certificate mentioned in bid cover sheet for inclusion mandatory certificate mentioned in bid cover sheet for inclusion	9	6	4	2	3	3	3	3	3	3	5	5	7	7	7	3
					Valid ISO 13485 certificate issued by certification body accredited with IAF for the country of origin (duly attested by senior executive of the firm)	4	4	2	3	3	3	3	3	3	3	5	5	7	7	7	3	34	70
					Valid ISO 9001 certificate issued by certification body accredited with IAF for the country of origin (duly attested by senior executive of the firm)	2	2	3	3	3	3	3	3	3	3	5	5	7	7	7	3	34	70
					Valid cGMP/Quality assurance certificate (attested from the embassy of the country of origin in Pakistan or Pakistani embassy in the country of origin)	3	3	3	3	3	3	3	3	3	3	5	5	7	7	7	3	34	70
					Valid Free sale certificate for the quoted item/s duly attested by the Pakistani embassy in the country of origin of quoted item/s or embassy of the country of origin in Pakistan.	3	3	3	3	3	3	3	3	3	3	5	5	7	7	7	3	34	70
					Availability of minimum 25% inventory of the total import of the quoted item/s during last one year (certificate to the effect on stamp paper is mandatory).	3	3	3	3	3	3	3	3	3	3	5	5	7	7	7	3	34	70
					Adherence to Good storage practices (GSP) for finished good storage of the quoted item/s. (certificate to the effect on stamp paper is mandatory).	3	3	3	3	3	3	3	3	3	3	5	5	7	7	7	3	34	70
					Adequate availability of qualified & relevant Human Resource (certificate to the effect on stamp paper is mandatory).	3	3	3	3	3	3	3	3	3	3	5	5	7	7	7	3	34	70
					Sensitivity	36																	
					Unknown Sample will be run in comparison to known standards of chemiluminescence/ Enzyme linked immunosorbent assay	5																	
					Specificity	5																	
					Unknown Sample will be run in comparison to known standards of chemiluminescence / Enzyme linked immunosorbent assay	5																	
					Turn Over time	7																	
					In comparison to Label Claim, reduced turn around time will be graded as: (Excellent=7, Good=4, satisfactory=2, unsatisfactory=0)	7																	
					Actual No of test perform in comparison to the test claimed by the kits. i.e. (Excellent=7, Good=4, satisfactory=2, unsatisfactory=0)	7																	
					On board reagent stability/expiry i.e. (Excellent=7, Good=4, satisfactory=2, unsatisfactory=0)	7																	
					Physical Evaluation (Outer packing & inner packing) Good=2, Satisfactory=1, Unsatisfactory=0)	3																	





### Technical Evaluation Criteria for Apheresis Kits

Name of Firm		Factory Technical Evaluation Parameters													Factory Evaluated Score	Product Evaluation Parameters					Total Product Evaluation Parameters	Total Technical Score
		Documents based Factory Score									Importer's Evaluation					Automated Extraction Modular System Provision						
1		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
Ref. No. of Item	Generic Name of Item	One international certificate (JIS/WHO/US FDA/CE) is mandatory. 3 marks for each certificate after mandatory certificate mentioned in bid cover sheet for inclusion	Past performance Experience For the quoted items at national level (for less than 5 years=2 marks, for more than 5 years=4 marks)	Past performance satisfactory certificate (Maximum allocated score is 5)	Valid ISO 13485certificate issued by certification body accredited with IAF for the country of origin (duly attested by senior executive of the firm)	Valid ISO 9001certificate issued by certification body accredited with IAF for the country of origin (duly attested by senior executive of the firm)	Valid ISO 10993 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 Body (Certificate from US-FDA, WHO and/or other accrediting body from SRA countries duly attested by senior executive of the firm)	Valid GMP/Quality assurance certificate (attested from the embassy of the country of origin in Pakistan or Pakistan embassy in the country of origin)	Valid Free sale certificate for the quoted item's duty attested by the Pakistani embassy in the country of origin of quoted item's or embassy of the country of origin in Pakistan.	Availability of minimum 25% inventory of the total import of the quoted item's during last one year (certificate to the effect on stamp paper is mandatory).	Adherence to Good storage practices (GSP) for finished goods of the quoted item's. (certificate to the effect on stamp paper is mandatory).	Adequate availability of qualified & relevant Human Resource (certificate to the effect on stamp paper is mandatory).	45	More than 3x10 platelet yield will be awarded as 6 marks. For platelet yield less than 3x10 platelet will be awarded as 2	Friendly used (Sterilization status, operator friendly and donor friendly) evaluated by the panel of Expert at the time of evaluation i.e. (Excellent=5, Good=2, satisfactory=1, unsatisfactory=0)	Intermediate flow of apheresis kits will be awarded 3 marks	Time for 15000 platelet in 50 minutes or better marks will be awarded on the basis of results of firms relatively	Physical Evaluation (Outer packing & inner packing) Good=2, Satisfactory=1, Unsatisfactory=0)	25	70	





## **TECHNICAL AND EVALUATION CRITERIA FOR OTHER CONSUMABLES**

<b>S. No.</b>	<b>Description of Variables</b>	<b>Allocated Points</b>
<b>A</b>	<b>Product Evaluation Parameters</b>	
<b>1</b>	<b>Product General Information</b>	
1.1	Ref. No of item in SBD Schedule of Requirement	
1.2	Name of equipment	
<b>2</b>	<b>Conformance to the specification subject to the clearance on Sample test</b>	
2.1	Total compliance with specification given in statement of Requirement subject to the clearance of sample test by RBC expert where required.	40
<b>3</b>	<b>After Sale Past Performance</b>	
3.1	One mark for each after sale satisfactory performance certificate (verifiable) on letter 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.	6 (46)
<b>4</b>	<b>Warranty</b>	
4.1	One-year warranty	No marks, being Mandatory
<b>A</b>	<b>Total score of the Product Evaluation</b>	<b>46</b>
<b>B</b>	<b>Firm / bidder Evaluation Parameters</b>	
<b>1</b>	The bidder will have to give valid proof of being manufacturer / importer / authorized dealer.	No marks, being Mandatory
	Availability of minimum 15% inventory of the total import of the quoted item/s during last one year (certificate to the effect on stamp paper is mandatory).	4
	Adherence to Good storage practices (GSP) for finished good storage of the quoted item/s. (certificate to the effect on stamp paper is mandatory).	4
	Adequate availability of qualified & relevant Human Resource (certificate to the effect on stamp paper is mandatory).	4
<b>2</b>	<b>Firm Financial Strength</b>	
2.1	Annual Sales tax returns for last 3 years (3 marks for each year).	4
2.2	Annual Income tax returns for last 3 years (3 marks for each year).	4
2.3	Last three years Audited Balance Sheet Duly attested by Chartered Accountant. (3 marks for each year).	4
<b>B</b>	<b>Total Score of the Firm / Bidder Evaluation Parameters</b>	<b>24</b>
<b>A+B</b>	<b>Total Score (A+B)</b>	<b>(46+24) 70</b>

## 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 best evaluated fair and responsive bidder 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 Standard Bidding Documents.

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 performs provided in these SBDs.

**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.

## **Supply Schedule for Subsequent Purchases**

The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by the Procuring Entity as per following schedule of requirements

### **Supply Schedule**

**Delivery Time:** 90 Days for imported items

**Note:** *The total delivery period include opening of Letter of Credit (if applicable in this case), transportation from manufacturer's destination to the Purchaser's Country Port, custom clearance and inland transportation from Purchaser's Port to the end destination. 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 five years for future participation.
- iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.
- v) Upon delay in supply from (91 to 120) days, (120 to 150) days a lump sum penalty amounting to three per cent (03%), Six per cent (06%) 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 Purchasing Agency.
- vii) In case of delay in supply beyond 150 days, as in clause-22(b) above, the supply order issued by the Purchasing Agency shall stand cancelled to the extent of non-supplied items and in such a case, the Purchasing Agency shall have the right, duty and authority to impose any or all of the below mentioned penalties; that is
  - 1.1..1 Forfeiting the bids security and / or performance guarantee of the Supplier as related to this contract agreement; and / or
  - 1.1..2 Immediately debarring the Supplier from future participation and business for at least next five (05) calendar years with the Government of Khyber Pakhtunkhwa through SBTP 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.
  - 1.1..3 Initiating the process for and recommending for permanent blacklisting of the Supplier with the Purchasing Agencies.
- 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.

# **Technical Specifications and Ancillary Services**

## **a). Product Specifications.**

*(Detailed technical specifications, given in Section III, will be followed)*

## **b). Labeling and Packing**

- i. The manufacturer shall follow the Drugs (Labelling and Packing) Rules 1986, framed under the Drugs Act, 1976.
- ii. However, the name of Drug / Medicine (Generic & Brand), equally prominent, should be printed/ written in indelible ink both in English and Urdu on the outer cartons and on each pack, bottle, blister, tube etc. Besides the name and principal place of business of the manufacturer, the drug manufacturing license No., manufacturing date, expiry date, registration No., batch No., retail price, and Urdu version namely: name of drug, dosage and instructions, should also be written on the outer carton and on the most inner container in bold letters. All tablets shall be supplied in aluminum blister pack. Expiry date must be printed on each blister. The syrup should be supplied in glass / pet bottle with sealed caps.

## **c) Additional instructions for packing**

- i. The suppliers are required to furnish the Warranty certificate with regard to the potency and stability (Including colouration of medicines) of the Drug for human consumption etc. in accordance with the Drug Act, 1976 on judicial paper.
- ii. The bidder shall supply the drugs/medicines in special packing with Logo of the Government of Khyber Pakhtunkhwa. The following wording/insignia shall be printed in bold letters both in Urdu & English in indelible red color ink on each carton, pack, bottle, blister, tubes, vial, ampoule etc.

**“NOT FOR SALE”**

**“KHYBER PAKHTUNKHWA GOVERNMENT PROPERTY”**

- iii. After signing of the Contract, the Supplier shall submit the samples of finished medicines in accordance with the above instructions for approval of the Health Department. The approved samples will be shared with the districts concerned and all subsequent supplies must be in accordance with the approved samples.

## **d). Shelf life**

- i. The shelf life must be up to 85% for the locally manufactured drugs and 75% for the imported drugs.
- ii. The lower limit of the shelf life must be up to 80% and 70% with imposition of 1% penalty charges of actual shortfall in shelf life below prescribed limit for locally manufactured and imported medicines respectively.

## **e). Testing/Verification Procedures**

**f). Transportation/Delivery Requirements**

- i. The Supplier shall arrange such transportation of the drugs and medicines as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement
- ii. All costs associated with the transportation including loading/unloading of drugs and medicines and road taxes shall be borne by the Supplier.
- iii. All cold chain (perishable) items must be delivered in a safe and proper manner, prescribed for such types of items.

**Annex. C**

**Price Schedule submitted by the Bidder.**

*(The approved price schedule submitted by the Bidder will be attached as in bid form-5)*

**Annex. D**

**Purchaser's Notification of Award**

*(Copy of the final letter/notification to the selected firm will be attached)*

## Payment Schedule

*(Payment to the Firm will be made against satisfactory performance and upon submission of required documents. However, if there is any alternate payment schedule, agreed by the Parties, will be annexed here)*

# **SECTION-IV**

## **STANDARD FORMS**

**Bid FORM 1: BID COVER SHEET**

**BID FORM 2: Letter of Intention**

**BID FORM 3: Affidavit**

**BID FORM 4: Price Schedule**

**BID FORM 5: Integrity Pact**

**BID FORM 6: Performance Guarantee**

**CONTRACT AGREEMENT**

**BID FORM 1**

**BID COVER SHEET**

Bid Ref. No. -----

Date-----

Name of the Supplier/Firm Contractor: -----  
-----

Address:-----  
-----

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Bid Security.

Bid Security attached with Financial Bid                    YES                    NO

Bid for:

‡ All Items mentioned in the Schedule of Requirements.

‡ Selected Items from the Schedule of Requirements<sup>2</sup>.

List of Selected Items: *(In case the Bidder has opted to bid for Selected Items, please type the Serial No<sup>3</sup>. and the name of the Items selected for Bidding. Use additional Sheets if Required)*

S. No.	Name of the Item

Signed:

Dated:

Official Stamp:

Attachment<sup>4</sup>:            ‡ Original receipt for the purchase of the bidding documents.

<sup>2</sup> In case a bidder is bidding for only some of the items mentioned in the list Technical Specifications , he is advised to take note of ITB Clauses 7 & 15.6

<sup>3</sup> The Serial No. of the item as mentioned in the Technical Specifications.

## BID FORM 2

### Letter of Intention

*Bid Ref No.*

*Date of the Opening of Bids*

*Name of the Contract :{ }*

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 price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

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.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 & 19 of the bidding documents.

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]***

---

<sup>4</sup> The Attachment must be made with the Bid Cover Sheet.



## **BID FORM 3**

### **AFFIDAVIT**

I/We, the undersigned solemnly state that:

- 1) We 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 we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB.
- 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.

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

Signed

**BID FORM 4**

**Price Schedule**

User Note: This form is to be filled by the Bidder and shall submit with Financial Proposal.

Name of the Firm:

Bid.Ref.No:

Date of opening of Bid.

S. No.	Name of the Item	Unit Price (inclusive all applicable taxes)	No. of Units	Total Price	Discounts (if any)	Final Total Price (Inclusive of all taxes)
1	2	3	4	5	6	7
				3*4		5-6
1						
2						
TOTAL						

A) FINAL TOTAL PRICE: -----

B) DISCOUNT<sup>5</sup>:-----

C) FINAL QOUTED PRICE: -----  
(C=A-B)

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

<sup>5</sup> If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.

## Bid Form-5

### INTEGRITY PACT (on Judicial Stamp Paper)

#### Declaration of Fees, Commission and Brokerage etc Payable by Manufacturers, Importers for the supply of Consumables and Misc Items for the year 2020-21

In response to advertisement related to the bidding process / competition regarding purchase and supply of **Consumables and Misc Items for the year 2020-21** for the Safe Blood Transfusion Project (Project-II, Health Department, Khyber Pakhtunkhwa. I, Mr. \_\_\_\_\_ s/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.

**BID FORM 6**

**Performance Guarantee**

To: *[Name & Address of the Procuring Agency]*

Whereas *[Name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to supply *[description of goods]* (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 10% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_, 200

Signature and Seal of the Guarantors/ Bank

Address

Date

Signatures with stamp

Name:

Designation:

CNIC No. \_\_\_\_\_

Messer. *[Name of Supplier]*

Witness No. 1 Witness No. 2

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

## AFFIDAVIT

**THIS FRAMEWORK CONTRACT AGREEMENT** is made and agreed today on the \_\_\_ day of [Month\_\_\_\_], 2020 between the Project Director Safe Blood Transfusion Project (Phase-II), Health Department, 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 30<sup>th</sup> June 2020

### 2. **Supply items**

2.1 The supplier shall supply the items in a manner as determined by the Project Director SBT.

2.2 The supplier shall also supply any other item not mentioned above which are required for public service.

2.3 The Inspection committee shall examine the quality and quantity of the supplied items and can reject if found not per approved specification in supply order.

2.4 The supplier agreed and undertakes that it shall be his sole responsibility for the replacement of any breakage, shortage, or any default during the supply order within 2 weeks of the issuance of replacement order.

2.5 The Unit price quoted by the bidder shall be: inclusive of all duties, taxes & levies.

2.6 The equipment provided for section E of SBDs for Safe Blood Transfusion Project for 2020-21 (i.e. HBsAg, HCV, HIV and syphilis CLIA kits) will be Free of cost (FOC) basis with purchased Kits and the rates offered for the same kits will be inclusive of all types of consumables and controls, where applicable.

2.7 The Equipment provided for the purchased kits will be the responsibility of contractor/supplier firm in relation to;

- Service Maintenance of equipment on FOC basis
- Electricity Back up for the equipment on FOC basis (UPS etc.)
- Software Interfacing of equipment in SBT existing software on FOC basis

### 3. **Expiry.**

- 3.1 The expiry of the consumables must be 70% at the time of supply.
- 3.2 The firm shall replace the short expiry consumables within 30 days of the replacement order if the same are not utilized in time in the Safe Blood Transfusion Project (Phase-II), Health Department, Khyber Pakhtunkhwa
- 3.3 The Authority at Safe Blood Transfusion Project (Phase-II), Health Department, Khyber Pakhtunkhwa will intimate the firm when expiry of the consumable /reagents remains 20%.

**4. Payment.**

- 4.1 Payment shall be made to the supplier after successful inspection by the inspection committee and test check of the consumables 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/kit 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 Contractor shall deliver the item of purchase to the Regional Blood Centre at Central Hospital Saidu Sharif Swat main store.
- 5.2 The contractor shall supply the item within the specified time as mentioned in the supply order.
- 5.3 The Purchasing 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 Purchasing Agency

**6. Rates.**

- 6.1 The supplier shall supply the items/kits 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 services.
- 6.3 The approved rates are attached (as per order)
- 6.4 The Firm shall provide a certificate that rates offered are not higher than the rates already provided to other institutions/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 parties 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 Purchasing 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 SBT notified for this purpose. If the contractor/supplier still consider himself arrived 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 Purchasing Agency is empowered to terminate this contract agreement 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 Purchasing 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 Purchasing Agency has the rights 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 Imposition of fine up to which is equal to earnest money of the tender.

- 10.4 Blacklisting of the firm.
- 10.5 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 Purchasing Agency.
- 10.6 Upon delay in supply from forty-six days up to sixty (46 to 60) days, instead of three per cent (03%) as in clause- 10.5 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 Purchasing Agency.
- 10.7 In case of delay in supply beyond sixty days, as in clause-22(b) above, the supply order issued by the Purchasing Agency shall stand cancelled to the extent of non-supplied items and in such a case, the Purchasing Agency shall have the right, duty and authority to impose any or all of the below mentioned penalties; that is
- Forfeiting the bids security and / or performance guarantee of the Supplier as related to this contract agreement; and / or
  - Immediately debarring the Supplier from future participation and business for at least next Five (05) calendar years with the Government of Khyber Pakhtunkhwa through Regional Blood center 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.
  - Initiating the process for and recommending for permanent blacklisting of the Supplier with the Purchasing 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:**

- i. The Supplier, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Guarantee as defined in these SBDs (i.e. The Performance Security shall be 10% of the total contract price quoted and shall be submitted in the name of Project Director SBTP). This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract.



- ii. 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 (i) above.
- iii. Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.

**13. Miscellaneous**

- 13.1 This contract is subject to force majeure.
- 13.2 The parties have agreed that in this agreement the time is of the essence.
- 13.3 The supplier shall be subject to all duties and liabilities of a "seller" under the Laws of Pakistan.
- 13.4 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 Purchasing Agency and / or Purchasing Officer/s 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.
- 13.5 The Supplier further agrees to pay compensation to the Government of Khyber Pakhtunkhwa of an amount equivalent to ten times the sum of any commission, gratification, bribe or kickback and / or finder's fee given by the Supplier for the purpose of obtaining and / or inducing the procurement of any contract, right, interest, privilege or other obligation/s or benefit/s in whatsoever form, from the Purchasing Agencies.

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

**For the Purchaser:**

-----

Health Department, Khyber Road  
 Government of Khyber Pakhtunkhwa,  
 Peshawar, Pakistan

Telephone(s):

**Assignee of the supplier**

**Assignee of the SBT**

Representative  
 NIC#  
 Address#  
 Contact #

Project Director

## **Section VI: Eligible Countries**

### **Eligibility for the Provision of Goods, Works and Services**

As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

1. As a matter of law or official regulation, the Purchaser's Country prohibits commercial relations with that Country, provided that the Procuring Entity is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or
  2. By an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Purchaser's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.
2. For the information of Purchasers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:
- **Israel**