



**Government of Khyber Pakhtunkhwa Health Department**

**Bid Solicitation Documents (BSD)  
For National Competitive Bidding (NCB)**

**For**

**MEDICAL GAS PIPE LINE SYSTEM FOR THE YEAR 2020-21**

**DHO SWABI**

### **MINUTES OF THE PRE BID MEETING**

In pursuance to the Invitation for Bid published in various newspapers on November 28, 2020 for the procurement of Central Oxygen Supply System for Category-C Hospital Chota Lahore and Category-C Topi and subsequently pre bid meeting were held on 04-12-2020 at 1200 hours in the DHO Office Swabi with the prospective bidders.

The objective of the pre bid meetings was to get clarifications/suggestions (if any) regarding specifications and evaluation criteria of the Standard Bidding Documents for the said procurement, so as to ensure principles of procurement i.e. transparency, economy and value for money without compromising on quality procurement in the larger public interest.

The attendance list is attached at Annex-I&II respectively.

Meeting started with recitation from the Holy Quran.

The Chairman welcomed the participants and gave a brief on the purpose of the pre bid meeting. The participants were informed regarding terms and conditions, evaluation criteria and standardization of statement of requirement (SOR) carrying the technical specifications of the Central Oxygen Supply system for the financial year 2020-21. Chairman further intimated that basic objective of the pre bid meeting is to make the process more fair and transparent. The draft specifications were shared with the participants (representatives of firms) in order to make it more generalized and performance based. The bid solicitation documents (BSD) were also discussed threadbare.

The queries of the bidders regarding bid security, performance guarantee, certifications, country of origin, brand names, technical evaluation criteria, mode of procurement and payments, inspections, penalties, budgets etc. were responded as per KPPRA Act 2012 and Rules, 2014. The advice/suggestions of the firms regarding generalization of specifications to improve the quality of service, broadening the competition, value for money and further improving transparency were noted.

All such suggestions and queries were noted down and the same were discussed with technical members and after threadbare discussion the following decisions/recommendations were arrived at:

## **DECISIONS:**

1. Both Local and imported pipes for the central oxygen supply system shall be quoted and the committee will select the pipes keeping in view the available budget and value for money.
2. The rates of IV Poles and Monitors shelf mentioned in bed head unit shall be quoted optionally.
3. The medical air compressor shall be duplex 510 liters (2x510 LPM).
4. Bidders can quote reciprocating/ screw/ scroll type of medical air compressor and the committee will decide the type of medical air compressor in view of the available budget, need and value for money.
5. Alarm should be quoted for two gases.
6. Multi-zone wall box should be quoted for two gases.
7. Both Manual and Automatic Manifold should be quoted the committee will select the manifold type keeping in view the available budget and value for money.

The meeting ended with a vote of thanks from the Chair.

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## **PART ONE (UNCHANGEABLE)**

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

## **PREFACE**

These Bidding Documents have been prepared for use by Procuring Entities and their implementing agencies in the procurement of Goods through National Competitive Bidding (NCBs) under Rule (06) as well International Competitive Bidding (ICBs) Rule 41(g) KPPRA Rules 2014. These SBDs are prepared for Rate Contract under Government of Khyber Pakhtunkhwa District Govt. Rules of Business 2015, 2nd Schedule Rule 3 (2), and Serial No.11 (Health) Sub-rule xiii for procurement of Equipment.

In order to simplify the preparation of bidding documents for all procurement, the Bidding Documents are grouped in two parts based on provisions, which would remain the same for all the related procurements and that which are specific for each procurement Provisions, which are intended to be used un-changed are in **Part one**, which includes

**Section I, Instructions to Bidders (ITB), and**  
**Section II, General Conditions of Contract (GCC).**

Data and provisions specific to each procurement and contract are included in **Part Two** which is further organized into six sections. **Sections I, II, III, IV, and V**, respectively contain Invitation for Bids; Bid Data Sheet; Special Conditions of Contract; Schedule of Requirements; Technical Specifications; and the forms to be used, while **Section VI** is about **Sample Forms**.

This is Part one, which is fixed and contains provisions, which are to be used, unchanged. Each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall not be included in the final documents.

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**Part One – Section 1**

**Instructions to Bidders**

**Notes on the Instructions to Bidders:**

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

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

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

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

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## **Instructions to Bidders**

### **A. Introduction**

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

		2.4	Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014.
<b>3. Eligible Goods &amp; Services</b>		3.1	All goods and related services to be supplied under the contract Shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the Contract will be limited to such goods and services.
		3.2	For purposes of this clause, —origin means the place where the Goods are mind, grown, or produced, or the place from which the Related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
		3.3	The origin of goods and services is distinct from the nationality of the Bidder.
<b>4. Cost of Bidding</b>		4.1	The Bidder shall bear all costs associated with the preparation and Submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to, as —the Procuring agency, will in no case be responsible or liable for those costs, regardless of the Conduct or outcome of the bidding process.

#### **A.The Bidding Documents**

<b>5. Content of Bidding document</b>	5.1	<b>The bidding documents include:</b> <ul style="list-style-type: none"> <li>a) Instructions to Bidders (ITB)</li> <li>b) Bid Data Sheet</li> <li>c) General Conditions of Contract (GCC)</li> <li>d) Special Conditions of Contract (SCC)</li> <li>e) Schedule of Requirements</li> <li>f) Technical Specifications</li> <li>g) Bid Form and Price Schedules</li> <li>h) Bid Security Form</li> <li>i) Contract Form</li> <li>j) Performance Security Form</li> <li>k) Manufacturer's Authorization Form</li> </ul>
	5.2	The Bidder is expected to examine all instructions, forms, terms and Specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

<b>6. Clarification of Bidding document</b>	6.1	An interested Bidder requiring any clarification of the documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for Documents clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
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<b>7. Amendment of Bidding document</b>	7.1	At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.
	7.2	All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding On them.
	7.3	In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.
<b>B. Preparation of Bids</b>	8.1	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

**9. Documents** The bid prepared by the Bidder shall comprise the following

**Comprising of Bid Components:**

- a) Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12.
- 9.1 b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- c) Documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents;
- d) Bid security furnished in accordance with ITB Clause 15.

**10. Bid Form**

The Bidder shall complete the Bid Form and the appropriate Price

- 10.1 Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, Quantity, and prices.

**11. Bid Prices** 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

- 11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
- 11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way.

	11.4	<p>limit the Procuring agency's right to contract on any of the Terms offered.</p> <p>Prices quoted by the Bidder Shall be fixed during the Bidder's performance of the contract and not subject to variation on any Account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as Nonresponsive and will be rejected, In pursuance to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be Rejected, but the price adjustment would be treated as zero.</p>
<b>12. Bid Currencies</b>	12.1	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
<b>13. Documents</b>	13.1	<p>Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, <b>Establishing</b> documents establishing the Bidder's eligibility to bid and its <b>Bidder's</b>.</p> <p>Qualifications to perform the contract if its bid is accepted.</p>
<b>Eligibility and Qualification</b>	13.2	The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined Under ITB Clause 3
	13.3	<p>The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted, shall establish to the Procuring agency's satisfaction:</p> <ul style="list-style-type: none"> <li>a) That, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;</li> <li>b) That the Bidder has the financial, technical, and production capability necessary to perform the contract;</li> <li>c) That, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts- stocking obligations prescribed in the Conditions of Contract and/or technical Specifications; and d) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.</li> </ul>
<b>14. Documents</b>	14.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, establishing documents establishing the eligibility and conformity to the bidding Goods' Eligibility and documents of all goods and services, which the Bidder proposes to Bidding Supply under the contract.
	14.2	The documentary evidence of the eligibility of the goods and services shall consist of a statement in the price schedule of the country of origin

		of the goods and services offered which, shall be confirmed by a certificate of origin issued at the time of shipment.
	14.3	<p>The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <p>a) A detailed description of the essential technical and performance characteristics of the goods;</p> <p>b) A list giving full particulars, including available e sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency;</p> <p>c) An item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</p>
	14.4	<p>For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive Only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction. <b>15. Bid Security</b> 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid a bid security in the amount specified in the Bid Data Sheet.</p>
<b>15. Bid Security</b>	15.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid a bid security in the amount specified in the Bid Data Sheet.
	15.2	The bid security is required to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's Forfeiture, pursuant to ITB Clause 15.7.
	15.3	<p>The bid security shall be in Pak. Rupees and shall be in one of the following forms:</p> <p>a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid: or</p> <p>b) Irrevocable en-cashable on-demand Bank call-deposit.</p>
	15.4	Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as non-responsive, Pursuant to ITB Clause 24.

	15.5	Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the procuring Agency pursuant to ITB Clause 16.
	15.6	The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and Furnishing the performance security, pursuant to ITB Clause 33.
	15.7	The bid security may be forfeited: a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or b) In the case of a successful Bidder, if the Bidder fails: i. To sign the contract in accordance with ITB Clause 32; or ii. To furnish performance security in accordance with ITB Clause 33.
<b>16. Period of Bids</b>	16.1	Bids shall remain valid for the period specified in the Bid Data Sheet Validity of Bids after the date of bid opening prescribed by the Procuring Agency, pursuant to ITB Clause 19. A bid valid for a shorter period Shall be rejected by the Procuring agency as non-responsive.
	16.2	In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The Request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably Extended. A Bidder may refuse the request without forfeiting its bid Security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding Document.
<b>17. Format and signing of Bid</b>	17.1	The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each —ORIGINAL BID and —COPY OF BID, as appropriate. In the event Of any discrepancy between them, the original shall govern.
	17.2	The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person Or persons duly authorized to bind the Bidder to the contract. The bidder/ person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
	17.3	Any interlineations, erasures, or overwriting shall be valid only if They are initialed by the person or persons signing the bid.
	17.4	The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to the contract execution if the Bidder is Awarded the contract.



### C. Submission of Bids

<b>18. Sealing and Marking of Bids</b>	18.1	The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as —ORIGINAL and —COPY. The envelopes shall then be sealed in an Outer envelope.
	18.2	The inner and outer envelopes shall: a). Be addressed to the Procuring agency at the address given in the Bid Data Sheet; and b). Bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: —DO NOT OPEN BEFORE, to be completed with the time and the date specified in the Bid Data Sheet, Pursuant to ITB Clause 2.2.
	18.3	The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared —Late.
	18.4	If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for The bid's misplacement or premature opening.
<b>19. Deadline for Submission of Bids</b>	19.1	Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date Specified in the Bid Data Sheet.
	19.2	The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline Will thereafter be subject to the deadline as extended.
	19.3	In order to avoid the delays, the Procuring agency will hold a prebid meeting under section 24 (6) of KPPRA Act 2012 as per details given In Bid Data Sheet. The purpose of the pre-bid meeting is to clarify the functional requirements of the Procuring agency and the feedback From the bidders so offered. This is in line with the general principles of procurement as enunciated under section 03 of the KPPRA Act 2012.
<b>20. Late Bids</b>	20.1	Any bid received by the Procuring agency after the deadline
		For submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
<b>21. Modification And Withdrawal Of Bids</b>	21.1	The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of Bids.
	21.2	The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18 by a signed confirmation copy, postmarked no later Than the deadline for submission of bids.
	21.3	No bid may be modified after the deadline for submission of bids.

	21.4	No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity Specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, Pursuant to the ITB Clause 15.7.
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#### **D. Opening and Evaluation of Bids**

<b>22. Opening of Bids by the Procuring Agency</b>	22.1	The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives Who are present shall sign a register evidencing their attendance.
	22.2	The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may rejected a bid opening, except for late bids, which shall be returned Unopened to the Bidder pursuant to ITB Clause 20.
	22.3	Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
	22.4	The Procuring agency will prepare minutes of the bid opening.
<b>23. Clarification of Bids</b>	23.1	During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted. The minor informality as indicated in ITB 24 will be waived of by getting written clarification regarding authenticity/visibility/health of the bids submitted. This communication shall be with the prior approval of chairman T&E committee.
<b>24. Preliminary Examination</b>	24.1	The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
	24.2	Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
	24.3	The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a

		material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
	24.4	<p>Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of Each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the Contents of the bid itself without recourse to extrinsic evidence.</p>
	24.5	If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The bids upon preliminary examinations would be dropped from detailed evaluation by declaring them NON-RESPONSIVE in the first phase, if they lack any of primary/mandatory documents in Their technical bid.
<b>25. Evaluation and Comparison of Bids</b>	25.1	The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
	25.2	The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.
	25.3	<p>The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4: a. Incidental costs b. Delivery schedule offered in the bid;</p> <p>c. Deviations in payment schedule from that specified in the Special Conditions of Contract;</p> <p>d. The cost of components, mandatory spare parts, and service;</p> <p>e. The availability Procuring agency of spare parts and after – sales services for the equipment offered in the bid;</p> <p>f. The projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or.</p> <p>g. Other specific criteria indicated in the Bid Data Sheet and/or</p> <p>h. In the Technical Specifications.</p>

	25.4	<p>For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:</p> <p>a. Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.</p> <p><b>B. Delivery schedule.</b></p> <p>1. The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time Specified in the</p>
		<p>Schedule of Requirements, which will be treated as the base, a delivery—adjustment will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery</p> <p>OR</p> <p>II. The goods covered under this invitation are to be delivered (shipped), within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements. OR</p> <p>III. The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule. Specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.</p> <p>h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.</p> <p>The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.</p>
<b>Alternative</b>	25.4	Merit Point System:
		The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.
		[In the Bid Data Sheet, choose from the range of]
		Evaluated price of the goods
		60 to 90
		Cost of common list spare parts
		0 to 20
		Technical features, and maintenance & operating costs
		0 to 20
		Availability of service and spare parts
		0 to 20
		Standardization
		0 to 20
		Total
		100
		The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

<b>26. Contacting the Procuring Agency</b>	26.1	Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid Opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
	26.2	Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

### **E. Award of Contract**

<b>27. Post-qualification</b>	27.1	In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
	27.2	The determination will take into account the Bidder's financial, Technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency Deems necessary and appropriate.
	27.3	An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar Determination of that Bidder's capabilities to perform satisfactorily.
<b>28. Award Criteria</b>	28.1	Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the Highest Ranking fair bid/ Best evaluated bid under Section 2 (c)(i) of the KPPRA Act 2012, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
<b>29. Procuring agency's Right to Vary Quantities at Time of Award</b>	29.1	The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
<b>30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids</b>	30.1	The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

<b>31. Notification of Award</b>	31.1	Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
	31.2	The notification of award will constitute the formation of the Contract..
	31.3	Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid Security, pursuant to ITB Clause 15.
<b>32. Signing of Contract</b>	32.1	At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, Incorporating all agreements between the parties.
	32.2	Within twenty (20) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
<b>33 Performance Security</b>	33.1	Within ten (10) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding Documents, or in another form acceptable to the Procuring agency.
	33.2	Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

<b>34. Corrupt or Fraudulent Practices</b>	34.1	<p>The Government of Khyber Pakhtunkhwa requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPPRA Act, 2012 and Rules made there under:</p> <p>a. Defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>i.—Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and ii.</p> <p>—Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non - competitive levels and to deprive the Procuring agency of the benefits of free and open competition;</p> <p>b. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>c. Will forfeit the bid security for that particular bid/proposal in due course if the bidder could not establish his plea for not being involved in the corrupt or fraudulent practices.</p> <p>d. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government -financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract..</p>
	34.2	Furthermore, Bidders shall be aware of the provision stated in sub - clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.
<b>35. Integrity Pact</b>	35.1	The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non - responsive.

## **Part One - Section II.**

### **General Conditions of Contract**

#### **Notes on the General Conditions of Contract (GCC)**

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

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



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## General Conditions of Contract

<b>1. Definitions</b>	1.1	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <p>a.—The Contract means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>b.—The Contract Price means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</p> <p>c.The Goods means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Procuring agency under the Contract.</p> <p>d.The Services means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.</p> <p>e.GCC means the General Conditions of Contract contained in this section.</p> <p>f.SCC means the Special Conditions of Contract.</p> <p>g.The Procuring agency means the organization purchasing the Goods, as named in SCC.</p> <p>h. The Procuring agency's country is the country named in SCC.</p> <p>i.The Supplier means the individual or firm supplying the Goods and Services under this Contract.</p> <p>j.The Project Site, where applicable, means the place or places named in SCC.</p> <p>k.Day means calendar day.</p>
<b>2. Application</b>	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
<b>3. Country of Origin</b>	3.1	All Goods and Services supplied under the Contract shall have their Origin in the countries and territories eligible under the rules and Further elaborated in the SCC.
	3.2	For purposes of this Clause, —origin means the place where the Goods were mined, grown, or produced, or from, which the Services are supplied. Goods are produced when, through manufacturing, Processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its Components.
	3.3	The origin of Goods and Services is distinct from the nationality of the Supplier.

<b>4. Standards</b>		The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
<b>5. Use of Contract Documents and Information; Inspection and Audit by the Government</b>	5.1	The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for Purposes of such performance.
	5.2	The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
	5.3	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.
	5.4	The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.
<b>6. Patent Rights</b>	6.1	The Supplier shall indemnify the Procuring agency against all third - party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Agency's country.
<b>7. Performance Security</b>	7.1	Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the Performance security in the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	7.3	The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms: a. A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or b. A cashier's check or certified check.
	7.4	The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified Otherwise in SCC.

<b>8. Inspections and Tests</b>	8.1	The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be Conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
	8.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall
		be furnished to The inspectors at no charge to the Procuring agency.
	8.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
	8.4	The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
	8.5	Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
<b>9. Packing</b>	9.1	The Supplier shall provide such packing of the Goods as is required to Prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.
<b>10. Delivery and Documents</b>	10.1	The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the Goods. The details of shipping and/or other documents to be furnished by the Supplier are Specified in SCC.
	10.2	Documents to be submitted by the Supplier are specified in SCC.

<b>11. Insurance</b>	11.1	The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been Delivered; hence insurance coverage is seller's responsibility.
<b>12. Transportation</b>	12.1	The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
<b>13. Incidental Services</b>	13.1	<p>The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>a. Performance or supervision of on-site assembly and/or startup of the supplied Goods;</li> <li>b. Furnishing of tools required for assembly and / or maintenance of the supplied Goods;</li> <li>c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any</li> </ul>
		<p>warranty obligations under this Contract; and</p> <ul style="list-style-type: none"> <li>e. Training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul>
	13.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.
<b>14. Spare Parts</b>	14.1	<p>As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: a. Such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</p> <ul style="list-style-type: none"> <li>b. In the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. Advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements;</li> <li>ii. Following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>

<b>15. Warranty</b>	15.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising From design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
	15.3	The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
	15.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
	15.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.
<b>16. Payment</b>	16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
	16.2	The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
	16.3	Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier
	16.4	The currency of payment is Pak. Rupees.
<b>17. Prices</b>	17.1	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

<b>18. Change Orders</b>	18.1	<p>The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following: a. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;</p> <p>b. The method of shipment or packing;</p> <p>c. The place of delivery; and/or</p> <p>d. The Services to be provided by the Supplier.</p>
	18.2	<p>If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.</p>
<b>19. Contract Amendments</b>	19.1	<p>Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. However the covenants of the contract shall be qualified in SCC relating to the issues arising out in contract Administration phase in line with GCC at the time of award of contract</p>
<b>20. Assignment</b>	20.1	<p>The Supplier shall not assign, in whole or in part, its obligations to perform Under this Contract, except with the Procuring agency's prior written consent.</p>
<b>21. Subcontracts</b>	21.1	<p>The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.</p>
	21.2	<p>Subcontracts must comply with the provisions of GCC Clause 3.</p>
<b>22. Delays in the Supplier's Performance</b>	22.1	<p>Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.</p>
	22.2	<p>If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p>
	22.3	<p>Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon</p>

**23. Liquidated Damages**

23.1 Pursuant to GCC Clause 22.2 without the application of liquidated damages. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

a. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or

b. If the Supplier fails to perform any other obligation(s) under the contract.

c. if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

—Corrupt practice, means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

—Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.1

**24. Termination for Default**

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under

For purposes of this clause, —Force Majeure means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.2

**25. Force Majeure**

25.3 If a Force Majeure situation arises, the Supplier shall promptly



		notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
<b>26. Termination for Insolvency</b>	26.1	The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or Otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or Will accrue thereafter to the Procuring agency.
<b>27. Termination For Convenience</b>	27.1	The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its Convenience. The notice of termination shall specify that termination be for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	27.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect: to have any portion completed and delivered at the Contract terms and prices; and/or 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.
<b>28. Resolution of Disputes</b>	28.1	The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	28.2	If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
<b>29. Governing Language</b>	29.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the Specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.
<b>30. Applicable Law</b>	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

<b>31. Notices</b>	31.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
	31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
<b>32. Taxes and Duties</b>	32.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.



Government of Khyber Pakhtunkhwa Health Department DHO Swabi

## **Standard Bidding Documents**

**For National Competitive Bidding Pakistan**

For

**SELECTION & RATE CONTRACTING FOR MACHINERY & EQUIPMENT,  
INSTRUMENTS & OTHER HOSPITAL SUPPLIES ETC FOR THE YEAR 2020-  
21.**

### **PART TWO (PROCUREMENT SPECIFIC PROVISIONS)**

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

### **NOTE**

The forms provided in Section VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions, which the Bidder or the Supplier should follow.

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## **Part Two Section I. Invitation for Bids**

### Notes on the Invitation for Bids

The Invitation for Bids (IFB) has been issued as an advertisement in leading newspapers of general circulation in the Province of Khyber Pakhtunkhwa as well as on the web site of the Health Department ([www.healthkp@gov.pk](mailto:www.healthkp@gov.pk)) , [www.dghskp.gov.pk](http://www.dghskp.gov.pk) by allowing at least fifteen days for NCB for bid preparation and submission.

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

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

**Notice for information**  
**District Health Officer Swabi**  
**Procurement of services for medical Gas Pipeline System for 20 bedded HDU at Cat-C**  
**Hospitals Lahor & Topi.**

District Health Officer Swabi, invites sealed bids under National Competitive Bidding from National and international manufacturers and authorized / sole agents for procuring procurement of Medical Gas Pipeline system for Cat-C Hospital Lahor and Topi through single stage-two envelopes bidding procedure as per rules 06 (2b) of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules 2014 during the financial year 2020-21.

Each of the inside sealed envelope shall separately contain technical and financial bids to be clearly marked in bold and legible letters as technical and financial proposal respectively.

The bidders are bound to provide complete information of the bidder along with its postal as well as valid email address and phone number/s on each of the respective envelopes.

The bidders are required to visit the office of the undersigned in any working day before submitting of the bidder to examine the health facility/ premises so as to submit a bid as per requirements of the health facility.

The procurement committee itself or by any other committee or expert/s as the case may be will evaluate the technical proposal in the manner prescribed after technical bid opening without referring to the Financial bid and shall reject any proposal which does not conform to the specified requirements.

The successful bidders/s shall be responsible for maintaining and standardizing the medical gas pipelines system solution in hospital. Bidding documents Medical Gas Pipeline system can be obtained from District Health Officer Swabi during office duty hours or can be downloaded from website [WWW.healthkp.gov.pk](http://WWW.healthkp.gov.pk) & from KPPRA website.

A pre-bid meeting will be held on 04/12/2020 at 12.00 midday. The bidders are requested to thoroughly study the Standard Bidding Documents before the Pre-bid meeting for any clarification of their queries during the said meeting.

Interested bidders must submit their sealed bids to the office of the undersigned on or before 15/12/2020 at 1100 hours. The bids will be opened on the same day at 02.30 PM in the presence of all the bidders or their authorized representatives who choose to attend the process.

The undersigned reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

**District Health Officer,  
Swabi**

## **Section II. Bid Data Sheet**

### **BID DATA SHEET**

<b>ITB Re f.</b>	<b>Introduction/Description</b>	<b>Detail</b>
<b>ITB 1.1</b>	Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	DHO Swabi Health Department Government of Khyber Pakhtunkhwa
<b>ITB 1.1</b>	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
<b>ITB 1.1</b>	Name of Project	Selection & Rate Contracting under Khyber Pakhtunkhwa District Govt. Rules of Business 2015 through Framework agreement under KPPRA regime
ITB 1.1	Name of Contract	Selection & Rate Contracting through framework agreement for F.Y 2020-21.
ITB 4.1	Name of Procuring agency.	DHO Swabi Peshawar Health Department Government of Khyber Pakhtunkhwa
ITB 6.1	Procuring agency's address, telephone, Telex, and facsimile, numbers.	District Health Officer, Swabi Tel No. 0938-300053 Fax No. 0938-300052
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 30th June 2021.
<b>Preparation and Submission of Bids</b>		
ITB 13.3 (d)	Qualification requirements.	1) Manufacturer/Importer/ Sole agent of manufacture category A, B, F& G specified in SOR. 2) Manufacturer/Importer for category- C specified in SOR. 3) Manufacturer/Importer/Authorized dealer for category D & E specified in SOR.
10	Spare parts required for period of years of Operation	1) Three Years free of cost provision of services and spare parts under warranty period. 2) Two Years free of cost service without spare parts. 3) Ten Years parts availability in market and will provide certificate for the same.



ITB 15.1	Amount of bid security.	<p><b>Bid security</b> shall be @ <b>2% of bid value</b> for Category.</p> <p>Whereas Rs. <b>500000 (Five Hundred Thousand only)</b> for each individual Category. The Bid security shall be shall be from bank account of the bidder. Ordinary cheque and Payment Order (PO) in the form of bid security will result in bid rejection summarily.</p>
ITB 16.1	Bid validity period.	120 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.	DHO office Swabi
ITB 18.2 (b)	IFB title and number.	SELECTION & RATE CONTRACTING FOR MACHINERY & EQUIPMENT, INSTRUMENTS & OTHER HOSPITAL SUPPLIES, ETC FOR THE YEAR 2020-21.
ITB 19.1	Deadline for bid submission.	15/12/2020 at 12:00 PM.
ITB 19.3	Pre-Bid meeting with the bidders	<p>The bidders are required to submit their inputs/reservations on Bidding Documents including Specifications, Criteria etc. to DHO Swabi in writing before 15<sup>th</sup> December 2020. Pre-bid meetings with the interested bidders will be held on 4<sup>th</sup> December 2020 at 12:00 PM in DHO office Swabi.</p>
ITB 22.1	Time, Date, and Place for bid opening.	12:30 PM Sharp. Tuesday, December 15, 2020 at DHO office Swabi.
<b>Bid Evaluation</b>		
ITB 23.1	Clarification of Bids	<p>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&amp;E committee.</p>

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	Not Applicable
	Equipment.	
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**

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## **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.

### **1. Definitions (GCC Clause 1)**

GCC 1.1 (c) The Goods are: Machinery & Equipment, Ambulances with Ambulatory items, Instruments and other Hospital Supplies etc.

GCC 1.1 (g) **The Procuring Agency is:** Directorate General Health Services, Health

Department, Government of Khyber Pakhtunkhwa, Peshawar; and

**The Purchasing Agency/is /are:** District Health Officers, Medical Superintendents, and other Heads of the Primary & Secondary care of the Health Department, Government of Khyber Pakhtunkhwa. GCC 1.1 (i) The Supplier is: i) Manufacturer and/or Importer and or sole agent of manufacturer registered with relevant sales and income tax authorities and have requisite qualification and eligibility for supply of Goods in the specialized Categories of health sector; and

ii) Manufacture of Medical Equipment/ Machinery, Instruments & Medical Devices in Pakistan; and

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

### **2. Sample Provision:**

**GCC 1.1 (j)—The Project Site is: Procurement Cell, Directorate General Health Services, Khyber Road, 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 DHO Swabi or any other place notified by the procurement Cell, 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. Notified technical committee for sample shall evaluate the samples provided.

### **3. 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 will provide the details regarding country of origin, Model, Make, manufacturer, along with details of Manufacturing Units and mode of supply, shipment, and any other associated details of the component items and that of the quoted equipment. Bidders are bound to supply the equipment from quoted country of origin only.

### **4. 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. However, the Standard bid security @ 2 percent of the bid value for all category A,B& F and Rs.300000 (Three Hundred Thousand only) for each of the Categories C, D,E & G, as

elaborated in Section-IV, Statement of Requirement, of this document, from the successful bidders as received at the time of bids submission under GCC Clause 15 shall be retained by the DHO Swabias Bid Security and will be released back to successful bidders after receipt of 10% performance security on each individual supply order placed by the respective procuring entity and will be retained by procuring entity till completion of warranty period.

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

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

- i. Technical Evaluation shall be conducted by the Technical and Evaluation (T&E) Committee to undertake verification of documents submitted by the bidder/s along with the technical bids as well as to conduct the physical inspection of the various samples/relevant premises as per rent agreement or ownership etc. (Section-V -Technical Specification of the Part II of these SBDs)
- ii. Machinery & Equipment and other items supplied for sample tests shall be examined and tested by a panel of experts of the T&E Committee of the Government for submission of technical report to the relevant forum for the needful.
- 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 Machinery & Equipment, instruments etc.
- iv. Any other appropriate method may be adopted by the T&E Committee, and / or S&RCC to assess and/or assure the quality of goods being purchased. The Procuring Agency i.e. DHO Swabi 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.

**7. Packing (GCC Clause 9)**

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

**8. Delivery and Documents (GCC Clause 10)**

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

**9. Warranty (GCC Clause 15)**

The Supplier shall provide warranty as per the terms and conditions of the Rate Contract 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 nonnegotiable 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;
- i. Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report. ii. Certificate of origin; and Custom clearing documents.

**10. Payment (GCC Clause 16):**

(i) GCC Clause 16 as well as under the terms and condition in Rate Contract 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.

**11. Prices (GCC Clause 17)**

- i. The bidder will 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 than 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 may carry out the market analysis before issuing a letter of consent to the successful bidder.

**13. Liquidated Damages (GCC Clause 23)**

As in relevant clauses of the Rate Contract Agreement signed by the Supplier with the Procuring Agency. Penalties shall be imposed as per contract agreement and blacklisting & debarment guidelines of the department if the firm deviates from Rate Contract Agreement.

**14. Disputes Resolution (GCC Clause 28)**

The dispute resolution mechanism to be applied will be pursuant to relevant clauses of Rate Contract Agreement signed by Supplier with the Procuring Agency under KPPRA Regime. If at all required, the jurisdiction of Court shall be of Peshawar, Khyber Pakhtunkhwa.

**15. 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).if technical and financial score are the same, the contract may be awarded to both firms.

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

**17. 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, KPPRA Rules 2014 and prevailing regulations etc.
- ii. The Contract Act 1872.
- iii. 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.
- iv. The Bonded Labor System (Abolition) Act of 1992.
- v. The Factories Act 1934.
- vi. Company Act 2017.

**18. Notices (GCC Clause 31)**

GCC 31.1—Procuring Agency address for notice purposes: Procurement Cell, Directorate General HealthServices, Khyber Pakhtunkhwa, Khyber Road, Peshawar.

Tel: 091-9210196, Fax:091-9210230, Email:

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

**19. Duties & Taxes (GCC clause 32)**

The Unit price quoted by the bidder shall be: **inclusive** of all applicable duties and taxes. All prices shall include relevant taxes & duties, where applicable. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Purchasing Agency.

**20. 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. Bidders shall establish all legal documentary proofs where required/ ask by the procurement cell.

**21. 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.

**22. Letter of Authorization**

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. 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. Bidders shall provide letter of authorization from foreign/local Manufacturers whose shall not be in the process of winding up/liquidations.

**23. 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.

**24. 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. Any item other than quoted and approved shall not be supplied to procuring entity without intimation to DHO Swabi and Supply shall be subject to clearance from S&RCC on recommendation of technical experts of DHO Swabi notified by chairman T&E.

**25. Deviation from critical Provision**

Deviations from, or objections or reservations to critical provisions shall be deemed to be a material deviation from technical proposals and thus the bid will be declared as Non-responsive. 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.

**26. 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.

**27. Alternate Bid**

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

**28. 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.

**29. 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. The successful bidders shall provide complete technical annual and operation manual to the in charge of central workshop Peshawar all regional workshops.

**30. 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.

**31. 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).

**32. 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.



**33. Incomplete and Conditional Bids**

Incomplete/ Conditional 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.

**34. 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.

**35. 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.

**36. Technical Bid Submission Vis-à-vis Format.**

The bidders will quote the technical bids on the format/ Form given in the sample form.

**Technical Bid Quotation Form / Vis-à-vis**

<b>Name of Equipment / Item:</b>	
<b>Model:</b>	
<b>Make:</b>	
<b>Country of Origin:</b>	
<b>Category of equipment / item:</b>	
<b>S. No in SBDs:</b>	
<b>Comparative of Required Specification and Quoted Specification</b>	
<b>Required Specification (DHO Swabi)</b>	<b>Quoted Specification of the bidder</b>

## MEDICAL GAS PIPE LINE SYSTEM

### OPTION 1. AUTOMATIC MANIFOLD FOR OXYGEN.

The Manifold shall be a fully automatic type & shall switch from “Bank in Use” to “Reserve” bank without fluctuation in delivery supply line pressure & without the need for external power after the switch over the “Reserve” bank shall then become the “Bank in Use” and the banking use shall become the reserve bank. The system should be able to maintain continuous supply in case of power failure.

- Fully automatic self-contained shuttle-valve/ Solenoid-valve with no electrical power required for switching.
- Microprocessor controlled display unit for monitoring of different parameters and loggings (if the design/standard (latest version) allow for this requirement; otherwise the system standard design with standard design requirements will be followed)
- LCD / LED display for the left bank, the right bank for the supply pressure. Complete with relief valve, Emergency shut off valve and battery / bank room alarm for left and right cylinder bank.
- Equipped with NIST Connection

### OPTION 2. MANUAL MANIFOLD FOR OXYGEN.

Manual Manifold shall be provided for smooth operation of the system.

### CAPACITY:

1. (2 x 10) with capacity of 70-80, m3/h compliance with MTH standards complete with two-way valve having handing valve over each Cylinder plus high pressure standard pig Tail connections plus high quality single stage imported Regulator.

### GAS OUTLETS (BS SYSTEM)

Gas outlets, complete in Box/casing gas Specific, Self-sealing valve, indexed to eliminate interchangeability /erroneous tapping of gas, Filter, and cover plate as per Standard Design requirements of the bidder with following color coding.

Oxygen White

Compressed Air 4 bar Black/ B&W Stripes

Outlet including biomaster antimicrobial additives use a silver Ion based technology to reduce cross infection. This prevents the growth of harmful bacteria.

### BED HEADS UNIT FOR ICU/HDU

- Each unit consists of: 1500 mm and above
- Horizontal type
- Built in over bed Light with ON/OFF switch.
- Built in reading Light with ON/OFF switch.
- Provision for Nurse Call/ Alert Button
- Gas outlets (2x Air, 2x Oxygen complete fitted)
- Electrical provisions;
- Electrical sockets: 3 Nos. All wiring conforms to standards, ground/earth
- Monitor shelf with railing clamp (to be quoted as optional)
- IV pole with railing clamp (to be quoted as optional)
- Separate ducts for Electrical & Gas Pipes.

**ALARM AREA WITH REMOTE SENSORS FOR TWO GASES**

Supply and installation of Alarm System for different gases with both Visual as well as Audible alerts are available in system, which indicate normal and low pressure of Medical Gases. Hold & press for Mute / Silence (Locally made with imported instruments and imported both should be quoted)

**MULTIPLE ZONE VALVE BOX FOR TWO GASES**

Supply & installation of Medical Gases Zone Valve Service Unit including shut-off valve with complete box & fittings (Locally made with imported instrument and imported both should be quoted)

**OXYGEN & AIR FLOW METER**

Oxygen flow meter with humidifier and probes Oxygen Flow meter complete set from 1 to 15 lpm or better with autoclave able and unbreakable humidifier bottle for neonate / Paeds (0-6 lpm)

**COPPER PIPING AND FITTING ACCORDING TO THE EN 13348**

Supply and installation of seamless medical graded copper pipe deoxidized and degreased along with required fitting etc., various sizes /diameter as per Drawing of the project and Design standard of the bidder with matching color indications of out lets. The sizes will vary from 12mm, 15mm, 22mm, 28mm,35mm, 42 mm & 54 mm as per design. Supply & Installation of 18 gauge seamless Copper pipe for Medical Gases System, includes supply of all Fittings accessories, clamps & Supports as per Standard HTM. Certificates from PQSCA must be required in case of local pipe.

Oxygen White

Air Black/ B&W Stripes

**VENTURI SUCTION ADULT/PEADS**

Air Venturi suction regulator having minimum suction capacity of 15l/min or better with minimum 2 Liter Unbreakable Jar for each Bed Head. Noise level should be less than 65dB.

**MEDICAL COMPRESSED AIR STATION**

Medical Air Plant with Breathable Air. Elimination of Toxic Gases such as carbon dioxide, Nitrogen dioxide, Nitrogen monoxide, Carbon monoxide; and other pollutants. Air compressors with following capacities are required.

S. No	Compressor Requirement
1	Duplex System 2X510 LPM or better air compressor complete system with dryer, filter and regulator. <ul style="list-style-type: none"><li>• Duplex Compressor unit.</li><li>• Reciprocating/ Screw/ Scroll type.</li><li>• Mounted on anti-vibration base.</li><li>• Oil Free (Line will be oil free)</li></ul>

**RESERVOIR**

- Compatible medical grade.
- Air receiving tank as per actual requirement according to manufacturer.
- Vertical type.
- Air receiving tank 1,000 L. or as per actual requirement.
- Galvanized internally with auto drain.
- Minimum 10 bars output pressure of tank.

#### **AIR DRYER**

- Desiccant type, Duplex.
- Dew point monitoring on LCD Panel
- Capacity suitable according to the compressor output.
- Including oil water separator.

#### **FILTRATION SYSTEM**

- Clean Medical Grade Air supply in accordance with the requirements of HTM/ISO standards.
- Consisting of Pre-filter / humidity, Oil free and sterile/bacteria filter.
- Mounted with shut-off valves on an assembly panel.
- Parallel Connections of the filters. This will make it possible to exchange filter without interrupting the air supply.
- Flow / filtering rate according to the compressed air output.
- Parallel Connections of the filter make it possible to exchange a filter without interrupting the air supply.

#### **REDUCER PANEL COMPRESSED AIR**

- Parallel switched reducer with gauge, safety valve, pressure switch for high and low Pressure and shut off valve with assembly panel size 5+ 8 bar.
- Complete with distribution block according to requirement, Incl. Shut off valve and pressure gauge for every distribution block, complete assemble panel with incoming and outgoing copper pipe for complete system.

#### **CONTROL**

- Complete with 1x main warning system for compressed air for visual and acoustic monitoring of alarms conditions for the compressor room.
- Test point in the system for air quality.
- 1x switch cabinet for automatic Unit incl. All necessary fitting and installation material for smooth running of the system without any interruption.

#### **POWER:**

Power Supply- 1-Phase/3 Phase, 220V (50Hz)/380 – 400V (50 Hz.)

#### **Brand New Oxygen Cylinder 240 Cft BOC or equivalent tested**

240 cft Medical Cylinder O2

Nominal Capacity: 6800 ltrs / 240cft

Nominal Pressure: 200 Bar or better

Bull nose valve

A handle wheel with transport safety cap shall be supplied with the cylinder.

BS specification With Color code standard.

#### **SPECIAL TERMS & CONDITIONS:**

1. All equipment must be according to international safety standard.
2. The color of outlets, for recognition will be BS type for all the system Equipment.
3. Low pressure visual and acoustic alarms must be present on nursing counter and main operating room.
4. Civil work required for manifold etc. to be done by the bidder.

**Note; quantity can be increase /decrease as per requirement and Budget amount.**



**TECHNICAL EVALUATION CRITERIA FOR CENTRAL OXYGEN SUPPLY FOR  
THE YEAR 2020-2021**

(Maximum Allocable Marks Score = 70 marks)

**Technical Evaluation Criteria for the Purchase of Central Oxygen Supply for FY 2020-2021**

**Comment [H1]:** shall be separated

Firm Name: \_\_\_\_\_

Bid Reference No: \_\_\_\_\_

S. No.	Description of Variables	Allocated Points/Marks
<b>A</b>	<b>Product / Manufacturer Evaluation Parameters</b>	
1	Product General Information	
1.1	Name of equipment	
<b>2</b>	<b>Conformance to Specification</b>	
2.1	Fully compliance with the required specifications as per Statement of Requirement. Minor deviations may be accommodated up to 4, subject to the condition that main function and performance in any aspect would not be affected. More than 4 minor deviation will be considered as major deviation and the bidder will be considered as non-responsive for the quoted item. (One mark for each deviation will be deducted).	20
<b>3</b>	<b>Product International Certification</b>	
3.1	Certificate of US Food and Drug Administration (USFDA) of the quoted model.	5(25)
3.2	Certificate of European community Medical devices directive (CEMDD) of the quoted model.	5(30)
<b>4</b>	<b>Manufacturer Performance</b>	
4.1	Valid ISO 13485 Medical Devices Quality Management Systems Certificate for Quoted model.	3 (33)
4.3	ISO 9001 Quality Management Certificate from IAF (International Accreditation Forum).	3 (36)
<b>5</b>	<b>After Sale Product Local Performance</b>	
5.1	One mark for each after sale satisfactory performance certificate (verifiable) on letter head, signed and stamped letter for the quoted model or previous provided model of equipment from the public sector medical institution of Pakistan. Supply Order / Purchase Order / Installation reports / Delivery challan will not be considered as satisfactory performance certificate.	5(41)
5.2	One mark for each after sale satisfactory performance certificate (verifiable) on letter head from private sector medical institution of Pakistan. The hospital must be recognized from Pakistan Medical and Dental Council (PMDC). The satisfactory performance certificate of non-recognized institution from PMDC will not be considered. Supply Order / Purchase Order / Installation reports / Delivery challan will not be considered as satisfactory performance certificate.	4(45)
<b>6</b>	<b>Warranty</b>	
6.1	Warranty Period of three years both with spare parts and services & Next two-year services only without parts, from the date of Installation / Commissioning.	No marks, being Mandatory Parameter

**Comment [H2]:** Dual certificates for Cat A to be decided by the committee.

**Comment [H3]:** Any ISO Accreditation forum

<b>A</b>	<b>Total score of the Product / Manufacturer Evaluation Parameters</b>	<b>45</b>
<b>B</b>	<b>Firm Evaluation Parameters</b>	
<b>1</b>	<b>Personnel/Human Resource</b>	
1.1	Diploma of Associate Engineer (DAE) in electrical / electronic / biomedical / mechatronics / mechanical / industrial. DAE certificate must be submitted. (1 mark for each certificate)	3
1.2	Engineer with PEC Registration in electrical / electronics, biomedical / mechatronics / mechanical / industrial. PEC registration card of the engineer must be submitted. (2 marks for each Engineer)	6 (8)
1.3	BSc (Hons) Electronics /MSc Electronics / B-Tech (Hons) in electrical / electronic / biomedical / mechatronics / mechanical / industrial. Degree of BSc / MSc / B-Tech (Hons) must be submitted. (1 mark for each)	2 (10)
1.4	Factory trained technical staff on the quoted Products. (To be verified from the visa and passport)	1 (11)
<b>2</b>	<b>Workshop facility Testing/ Calibration tools of Equipment</b>	
2.1	Availability of workshop in Khyber Pakhtunkhwa to be verified with Ownership / Rent Agreement with Owner / Rent Agreement with Company Name.	Mandatory
2.2	Availability of workshop at National level to be verified with Ownership / Rent Agreement with Owner/ Rent Agreement with Company Name.	2(13)
<b>3</b>	<b>Firm Financial Strength</b>	
3.1	Marks will be allocated on the basis Annual turnover 100 M or above will be awarded 3 mark in last 3 years. Rs.50 to Rs.99.9 M will be awarded 2 marks in last 3 years. Less than Rs.50M will be awarded 1 marks	3(16)
3.2	Sale tax returns for the last three years (1 mark for each year).	3(19)
3.3	Last three years Audited Balance Sheet Duly attested by Chartered Accountant (1 mark for each year).	3 (22)
<b>4</b>	<b>Firm Registration</b>	
4.1	Firm registration at relevant forum (SECP/Registrar of Firm/FBR).	Mandatory
4.2	Firm registered with any Provincial Revenue Authority. KPRA (Khyber Pakhtunkhwa Revenue Authority), PRA (Punjab Revenue Authority), BRA (Balochistan Revenue Authority), SRB (Sindh Revenue Board).	1 (23)
4.3	Firm registered with DRAP (Drug Regularity Authority of Pakistan) to import / manufacture of medical devices where applicable.	1(24)
4.4	Valid ISO 9001 Quality Management Certificate of the firm from IAF.	1(25)
<b>B</b>	<b>Total Score of the Firm Evaluation Parameters</b>	<b>25</b>
<b>A+B</b>	<b>Total Score (A + B)</b>	<b>(45+25) = 70</b>

**Comment [H4]:** Sale tax exemptions

**Comment [H5]:** Shall not be mandatory a Pec

The bidders will quote the technical bid quotation on the format / form given below.

#### **Technical Bid Quotation Form / Vis-à-vis Format for Category A&B**


**Name of Equipment / Item:**

**Model:**

**Make:**

**Country of Origin:**

**Category of equipment / item:**

**S. No in SBDs:**

**Comparative of Required Specification and Quoted Specification**

<b>Required Specification (DHO Swabi)</b>	<b>Quoted Specification of the bidder</b>

**Explanation of the quotation form:**

1. All the bidders must submit the quotation for category A and B items on the above form.
2. All the bidders must make a comprehensive sheet with all the required specifications. (Compare all the quoted specification to the required specification).
3. Attached the supported documents i.e Broucher / Catalogue clearly highlighted the specifications mention in the technical quotation.
4. The successful bidders shall provide complete technical manual and operation manual (soft and hard) to the incharge of central workshop Peshawar, DHO Swabi and all regional workshops.



## 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 preforms 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:

$$= [\text{Lowest quoted Price of the item} \div \text{Next higher proposed Price of the competing item}] \times \text{Total allocable financial score}$$

#### **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.

## Section VI. Sample Forms

### **MANDATORY STANDARD FORMS (1 to 5)**

**BID FORM 1: BID COVER SHEET BID FORM 2: LETTER OF INTENTION BID  
FORM 3: AFFIDAVIT**

**BID FORM 4: PRICE SCHEDULE FORMAT FOR FINANCIAL BID**

(To be submitted in separate sealed envelope)

**BID FORM 5: INTEGRALITY PACTS**

**CONTRACT AGREEMENT**(Template for information only, shall be signed by the successful  
Bidders only)

**BID FORM -1****BID COVER SHEET****Mandatory General Information of Applicant Firm**

**NOTE:** Complete filling of this form along with the provision of all requisite information is mandatory. Missing or not providing any of the requisite information may lead to dis-qualification of the bidder/s from the bidding competition without any correspondence. Any appeal from bidder/s, for whatsoever reasons, will not be entertained in such a case.

<b>S.No</b> .	<b>Name of the Bidding Firm:</b> _____	
1	Please indicate whether the firm is : a. Manufacturer, or b. Importer, or c. Both Manufacturer and importer. d. Authorized Agent/Dealer/Distributor For various items Offered for this bidding competition.	
2.	Please indicate the category/ies under which the Firm is applying for bidding aMachinery & Equipment bInstrument/ other Hospital supplies. cGeneral items. dOffice equipment eBedding & Clothing etc f others	
3.	Please provide names, attested copies of CNICs , two recent attested photographs , valid street addresses in Pakistan, all landline and mobile phone numbers of: a Owner/Proprietor of the Firm. b Managing Director / CEO of the Firm; c Focal person officially made responsible and authorized by the Firm for day-to-day official Correspondence with DHO Swabi d (Please provide clear, legible and visible attested photocopies of all the requisite items mentioned items)	
	Please provide the following valid information	

	Regarding applicant Firm:	
4.	Complete street address of the: <ul style="list-style-type: none"> <li>a. Head Office</li> <li>b. Main warehouse; and</li> <li>c. Valid &amp; working official Landline Phone and</li> <li>d. Fax Numbers; and</li> <li>e. Mobile phone numbers of the Focal Person registered against his /her CNIC No. And name; and</li> <li>f. Valid and functional Email address;</li> <li>g. Official Website address /es .</li> </ul>	
5.	<ul style="list-style-type: none"> <li>a. Please provide in original the bid security instrument along with the Financial Proposal in the sealed envelope in the form of valid Call Deposit Receipt / Bank Draft / Bank Guarantee of the requisite amount from a scheduled Bank of Pakistan in the name of Director General Health Services, Peshawar. Non- provision of bid Security shall render the bid as non -responsive.</li> <li>b. However, please provide an affidavit on judicial stamp paper of appropriate face value in the sealed Envelope of the technical propos al to the effect that the bid security of the required amount (without mentioning the amount of bid security) has been ins ide the sealed envelope of the financial bid except where flat rates in bid security has been demanded by the Directorate General Office.</li> </ul>	
6.	<p>Please provide attested copies of the following Tax related mandatory documents:</p> <ul style="list-style-type: none"> <li>a National Tax Number (NTN) of the Firm (FTN) for Income Taxb</li> <li>Last year Income Tax Return of the Firm; and</li> <li>c Sales Tax Registration Certificate of the Firm; and Certificate of Professional Tax</li> </ul>	
7.	<p>In case of being manufacturer, the Firm should provide attested copies of the following mandatory documents also:</p> <ul style="list-style-type: none"> <li>a Duly attested copy of valid Certificate from Chamber of Commerce of the respective country</li> </ul>	
8	<p>In case of being importers, the Firm should provide attested copies of the following mandatory document/s also:</p> <p>Valid Authorization Certificate for the quoted items, duly attested by the Embassy concerned.</p>	

## Bid Form 2 Letter of Intention

*Bid Ref No.*

*Date of the Opening of Bids*

Name of the Contract: {Add name. e.g. Supply of machinery & equipment, instruments and other hospital supplies, etc.}

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

Dear Sir/Madam,

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

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

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

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

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract,

we will strictly observe the laws against fraud and corruption in force in Pakistan.

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

Signed:

In the capacity of *[insert: title or position]*

Duly authorized to sign this bid for and on behalf of *[insert: name of Bidder]*

### Bid Form 3

#### **AFFIDAVIT** (on Judicial Stamp Paper)

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

- 1) 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 this SBD/BSD.
- 4) The undersigned are also eligible Bidders within the meaning of the Standard Bidding Documents.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan. Furthermore neither our principle/Manufacture is/are insolvent.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) That undersigned has not employed any child labor in the organization/unit.
- 9) The undersigned has successfully completed all contracts assigned and has not violated the previous contract agreement with this department.
- 10) We understand that the Selection and Rate Contracting Committee of the Procuring Agency is not bound to accept the lowest or any other bid they may receive.

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

Signatures with stamp

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

For, Messer. **[Name of Supplier]**

**Bid Form-4-A****Note: This form is to be submitted in separate sealed envelope****Price Schedule format for Financial Bid of Machinery & Equipment, Instruments & other Hospital supplies etc. for the year 2020-21.****1. In case of Machinery & Equipment etc**

S.No	Serial No. of quoted item in Statement of Requirement of the DSBs 2010-21	Name of the item	Number of Items (Single Unite)	Rate offered per unit Rs. Inclusive of all taxes	Total Price Pak Rupees

**Bid Form 4-B: Technical Bid Quotation Form / Vis-à-vis**

<b>Name of Equipment / Item:</b>	
<b>Model:</b>	
<b>Make:</b>	
<b>Country of Origin:</b>	
<b>Category of equipment / item:</b>	
<b>S. No in SBDs:</b>	
<b>Comparative of Required Specification and Quoted Specification</b>	
<b>Required Specification (DHO Swabi)</b>	<b>Quoted Specification of the bidder</b>

## Bid Form-5

### INTEGRITY PACT (on Judicial Stamp Paper)

#### **Declaration of Fees, Commission and Brokerage etc Payable by Manufacturers, Importers for the supply of Machinery & Equipment, Instrument and other Hospital supplies etc. 2020-**

21. In response to advertisement related to the bidding process / competition regarding purchase and supply of machinery and equipment, instrument and other hospital supplies for 2020-21 for DHO Swabi 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

That notwithstanding any rights and remedies exercised by GoKP in this regard, [Name of Supplier] agrees to indemnify GoKP for any loss or damage incurred by it on account of Its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

#### **Signatures with stamp**

**Name:**

**Designation:**

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

**Messer.** [Name of Supplier]

#### **Witness No. 1 Witness No. 2**

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



**RATE CONTRACT AGREEMENT**      *(For successful bidders)*

THIS RATE CONTRACT AGREEMENT is made and agreed today on \_\_\_\_\_ day of [Month], 2020-21 between the Government of Khyber Pakhtunkhwa Health Department through Director General Health Services (*hereinafter referred to as the Procuring Agency or the first party, which expression shall, where the context admits, be deemed to include the assignee/s of the provincial Government of Khyber Pakhtunkhwa*) ; and **Messrs.**[Name of Supplier] through Mr. \_\_\_\_\_ Designation \_\_\_\_\_

CNIC No. \_\_\_\_\_, (hereinafter referred to as the Supplier or the second party or he/his, which expression, unless repugnant to the context, means and includes their legal heir/s, successors-in-interest, assignee/s and legal representative/s) that: WHEREAS the Procuring Agency has made a bidding competition for selection and rate contracting for supply of **(Name of equipment, Country of origin along with model at Rs.)** machinery & equipment, instruments and other hospital supplies (*hereinafter referred to as goods*) for actual purchases of the selected and rate contracted goods to be made by the offices / officers of the Health Department, Government of Khyber Pakhtunkhwa (*hereinafter called the Purchasing Agency or Purchasing Agencies where the context so admits*); and

WHEREAS the Supplier declares that he is not a broker, middle-man, distributor or authorized dealer but himself a Manufacturer and / or direct Importer of goods for which he has won the bidding competition for supply of goods to the Procuring Agency throughout the province of Khyber Pakhtunkhwa (*hereinafter referred to as the Province*) to the Purchasing Agencies; and WHEREAS both the parties have agreed that the Purchasing Agencies in the Province shall purchase all or some or none of the goods, as of details given in the Schedule-1 of this Contract Agreement, from the Supplier at the sole discretion of the individual Purchasing Agencies; and

WHEREAS the Supplier shall supply all the goods ordered by the Purchasing Agency to the latter in the quantity as mentioned in the supply order to be issued by the Purchasing Agency within the timeframe as mentioned in clause 17 of this contract agreement; Now, therefore, both the parties mutually agree to enter into this contract agreement as under:

The Supplier agrees to take full responsibility of the validity and implications, that may arise in future, of declaration submitted by him in the form of affidavit on judicial stamp paper along with the financial bids; and also that in case of any kind of breach of the said declaration, the Supplier shall be liable to be proceeded against by the Procuring Agency in accordance with the clauses of this rate contract agreement as well as relevant laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern the situation/s.

The Supplier shall supply the ordered goods to the Purchasing Agency exactly at the address of the official premises situated within the district of the official jurisdiction of the latter as given in the supply order issued to the former.

The Supplier shall be solely responsible for transportation, loading and / or unloading and staking of the supplied items till and at the time of delivery to the destination indicated by the Purchasing Agency including 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 items.

The Supplier shall NOT claim or charge transportation, loading / unloading, labor or any other Charges related to or in the name of logistics, accidents, insurance, freight, etc.

The Procuring Agency shall arrange to obtain sample/s from each supplier before Finalization of award with the successful bidder in each category.

The Supplier will arrange demo for the physical inspection to the Procuring Agency and shall bear the associated cost.

The Supplier will make necessary arrangements including on job training to the end user before release of final payment or damage liability period is over.

The Supplier will provide Service Manual, Circuit diagram and error logbook and operational Manual for the supplied goods. The successful bidders shall provide complete technical manual and operation manual to the incharge of central workshop Peshawar all regional workshops.

In case of non-supply or delayed supply of items the Supplier shall be proceeded against under the relevant law of the land i.e. Procurement regime and associated country laws.

The Purchasing Agency shall recommend to the Procuring Agency for taking legal / lawful action against the Supplier regarding non-supply, short supply, substituted supply, delayed supply or any other unlawful action / shortcoming, on the part of Supplier during the execution of this contract agreement. The Procuring Agency shall take lawful / legal action against the Supplier in accordance with the clauses of this contract agreement as well as relevant laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern suchlike situation/s, which may include, but not limited to, blacklisting, forfeiture of earnest money and performance guarantee, etc.

The Supplier agrees to the following conditions related to packing, packaging and labeling of the goods to be supplied to Purchasing Agencies under this contract agreement:

The Procuring Agency or its representative shall have the right to inspect the manufacturing facility, premises, warehouse, godowns, laboratories etc. at any time during the financial year

2020-21 and/or till the execution of supply orders given under this contract agreement by Purchasing Agencies Khyber Pakhtunkhwa.

**RATE VALIDITY:**

The Supplier agrees that the approved price of all individual items quoted in the financial bids shall remain valid till and up to 30th June 2021.

**PERFORMANCE GUARANTEE:**

Upon receipt of supply order from the Purchasing Agency, the Supplier shall submit Performance Guarantee to the former, amounting to ten per cent (10%) of the total value of the each individual supply order, which shall be returned to the Supplier upon request after the successful finalization of the process of procurement by the Purchasing Agencies.

**WARRANTY:**

The supplier shall provide warranty on prescribed form to the Purchasing Agency for each item supplied in response to supply orders.

**PAYMENT SCHEDULE:**

Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the Supplier, to the Procuring Agency immediately after complete supply of stock. The Supplier shall be bound to pay all sorts of government taxes, duties and stamp duties, imposed earlier or during the financial year by the Government of Pakistan or by the Provincial Government of Khyber Pakhtunkhwa on any supplied / purchased item. **FORCE MAJEURE:**

a. In case of the situation related to Force Majeure, the Supplier may inform the Procuring Agency and the Purchasing Agency in writing about the situation immediately without delay along with solid proof through the fastest, lawful and available means of communication, but not through the electronic mail, and request the Procuring Agency for the grant of extension in the supply Period.

b. The Procuring Agency, in case of being fully satisfied with the genuineness of situation arising from Force Majeure for the Supplier, may extend the period of supply of goods up to a maximum Of not more than thirty days without penalty. However, the Procuring Agency and / or Purchasing Agency shall, in no case, be responsible or held responsible for any complications in making payments to Supplier by the Purchasing Agency that may arise from the closure of financial year and lapse / surrender of public funds vis-à-vis the normal financial management procedures in public sector.

## **18. PENALTIES:**

A: The Supplier shall complete the supply of the ordered goods under this agreement within the stipulated period as laid down in the SBDs. In case of delay in supplies reaching to the Purchasing Agency, except in situation/s covered under clause 17 above, the following penalties shall be imposed by the Purchasing Agency upon the Supplier:

For delay in supply from one day up to fifteen days, a lump sum penalty amounting to three percent (03%) of the total bid price of the total number of item/s supplied late shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Purchasing Agency.

For delay in supply from sixteen days up to thirty days, a lump sum total penalty amounting to seven per cent (07%) of the total bid price of the total number of item/s supplied late shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Purchasing Agency.

Upon delay in supply more than thirty days, the supply contract shall stand cancelled and the ten percent performance guarantee shall stand forfeited and Procuring Agency shall have the right, duty and authority to impose any or all of the below mentioned penalties; that is Forfeiting the earnest money and performance guarantee of the Supplier related to this contract agreement; and Immediately debarring the Supplier from future participation and business for at least next three (03) calendar years with the DHO Swabior any other health institution, project and / or

Program directly or indirectly run or implemented by or through the provincial Health Department or autonomous Medical Teaching Institutions or district governments in Khyber Pakhtunkhwa; and Initiating the process for and recommending for blacklisting of the Supplier under the rules with the Agencies; and Proceeding for de-registration of the winning bidder under the relevant laws as well as further judicial proceedings, if the situation so warrants in the opinion of Procuring Agency.

B. In case of delay of more than thirty days extended period as in clause 17 above, the contract shall stand cancelled and the performance guarantee of ten per cent shall stand forfeited.

## **19. INDEMNITY:**

Notwithstanding any rights, duties and / or remedial measures and / or managerial actions taken and / or to be taken and / or any powers exercised and / or to be exercised by the Procuring Agency and / or Purchasing Agency and / or Purchasing Officer/s with regard to the execution of this contract agreement, the Supplier agrees to indemnify 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.

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 In whatsoever form, from the Procuring Agency or any of the Purchasing Agencies.

**20. RESOLUTION OF DISPUTES:**

The Purchasing Agency and 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 / supplies.

Despite such negotiation if the Purchasing Agency& Supplier have been unable to resolve amicably a contract dispute, either party may refer the case to Secretary Health Khyber Pakhtunkhwa for decision through a Dispute Resolution Committee under the chairmanship of Secretary Health Khyber Pakhtunkhwa with Director General Health Services, Khyber Pakhtunkhwa and Additional Secretary Health (Development) Khyber Pakhtunkhwa as members. The decision of the Dispute Resolution Committee shall be final and binding upon both the parties.

Signature Director General Health Services Khyber Pakhtunkhwa For and on behalf of Government of Khyber Pakhtunkhwa, Health Department Peshawar	Signature: Name: Designation CNIC No. Stamp: For and on behalf of the Bidder
WITNESS NO. 1 Signature: Name: Father's Name: Address: CNIC No	WITNESS NO. 2 Signature: Name: Father's Name: Address: CNIC No