



PROJECT DIRECTOR
Extension of D-TALK & Insulin for Life

Standard Bidding Documents (SBD)

National Competitive Bidding

For

SELECTION AND RATE CONTRACTING OF
DRUGS / MEDICINES AND INSULIN/BIOLOGICALS

FOR THE FINANCIAL YEAR 2023-24

Government of Khyber Pakhtunkhwa
Health Department
AUGUST 2023

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Part One - Section I.

Instructions to Bidders

Notes on the Instructions to Bidders

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

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

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

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

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Instructions to Bidders

A. Introduction

1. Source of Funds

- 1.1 The Procuring agency has received/applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
- 1.2 The funds referred to above in addition shall be “Public Fund” which according to 2 (l) of KPP Rules 2014 means (i) Provincial Consolidated Fund; (ii) foreign assistance; (iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government.
- 1.3 Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Khyber Pakhtunkhwa., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the KPP Rules, 2014 and its Bidding Documents except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa.

2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014.

3. Eligible Goods and Services

3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.

3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 The bidding documents include:

- a) Instructions to Bidders (ITB)
- b) Bid Data Sheet
- c) General Conditions of Contract (GCC)
- d) Special Conditions of Contract (SCC)
- e) Schedule of Requirements
- f) Technical Specifications
- g) Bid Form and Price Schedules
- h) Bid Security Form
- i) Contract Form
- j) Performance Security Form
- k) Manufacturer’s Authorization Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for Documents

clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

- 7. Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
- 7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

- 8. Language of Bid**
- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

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

- 10. Bid Form**
- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

- 11. Bid Prices**
- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.

- 11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
- 11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies

- 12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

13. Documents Establishing Bidder's

- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

Eligibility and Qualification

- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.

- 13.3 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:

- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
- b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin

of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

- 14.3 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:
- a) a detailed description of the essential technical and performance characteristics of the goods;
 - b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and
 - c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. [The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid]¹
- 15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or
 - b) irrevocable encashable on-demand Bank call-deposit.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as non-responsive, pursuant to ITB

¹ Inserted by KPPRA Notification No. KPPRA/M&E/Estt:/1-12/2017-18 dated April 05, 2018.

Clause 24.

- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
- 15.7 The bid security may be forfeited:
 - a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - b) in the case of a successful Bidder, if the Bidder fails:
 - i. to sign the contract in accordance with ITB Clause 32; or
 - ii. to furnish performance security in accordance with ITB Clause 33.

16. Period of Validity of Bids

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.
- 16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

17. Format and Signing of Bid

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

- 18.2 The inner and outer envelopes shall:
- a. be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
 - b. bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid’s misplacement or premature opening.

19. Deadline for Submission of Bids

- 19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
- 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.

20. Late Bids

- 20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification And Withdrawal of Bids

- 21.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Procuring agency

- 22.1 The Procuring agency will open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders’ representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Procuring agency will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Evaluation and Comparison of Bids

25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

- 25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:
- a. incidental costs
 - b. delivery schedule offered in the bid;
 - c. deviations in payment schedule from that specified in the Special Conditions of Contract;
 - d. the cost of components, mandatory spare parts, and service;
 - e. the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid;
 - f. the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or
 - g. other specific criteria indicated in the Bid Data Sheet and/or
 - h. in the Technical Specifications.
- 25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:
- a. Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.
 - b. Delivery schedule.
 - i. The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.or
 - ii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.or
 - 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.

c. Deviation in payment schedule:

- i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.

or

- ii. The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

d. Cost of spare parts.

- i. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

- ii. The Procuring agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

- iii. The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.

e. Spare parts and after sales service facilities in the Procuring agency's country.

The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

f. Operating and maintenance costs.

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

- g. Performance and productivity of the equipment.
 - i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.
 - or
 - ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.
- h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

Alternative

25.4 Merit Point System:

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

[In the Bid Data Sheet, choose from the range of]

| | |
|---|----------|
| Evaluated price of the goods | 60 to 90 |
| Cost of common list spare parts | 0 to 20 |
| Technical features, and maintenance and operating costs | 0 to 20 |
| Availability of service and spare parts | 0 to 20 |
| Standardization | 0 to 20 |
| Total | 100 |

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

26. Contacting the Procuring agency

26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional

information to the notice of the Procuring agency, it should do so in writing.

- 26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

27. Post-qualification

27.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.

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

28. Award Criteria

28.1 Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

29. Procuring agency's Right to Vary Quantities at Time of Award

29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids

30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

31. Notification of Award

31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

32. Signing of Contract

- 32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

33 Performance Security

- 33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

- 34.1 The Government of Khyber Pakhtunkhwa requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPP Act, 2009 and Rules made thereunder:
 - a. defines, for the purposes of this provision, the terms set forth below as follows:
 - 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. "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;
 - 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;
 - c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

36. Integrity Pact 35.1 The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.

Part One - Section II.

General Conditions of Contract

Notes on the General Conditions of Contract

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

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- a. “The Contract” means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - b. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - c. “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
 - d. “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - e. “GCC” means the General Conditions of Contract contained in this section.
 - f. “SCC” means the Special Conditions of Contract.
 - g. “The Procuring agency” means the organization purchasing the Goods, as named in SCC.
 - h. “The Procuring agency’s country” is the country named in SCC.
 - i. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
 - j. “The Project Site,” where applicable, means the place or places named in SCC.
 - k. “Day” means calendar day.

2. Application

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

- 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.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Government

5.1 The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only 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.

6. Patent Rights

6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

7. Performance Security

7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:

- a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or

b. a cashier's or certified check.

7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.

8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of

shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

12. Transportation

12.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and / or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements;

- ii. following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.

17. Prices

- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

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

23. Liquidated Damages

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

24. Termination for Default

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

- 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 any thing 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.

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

25. Force Majeure

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

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or

negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

27. Termination for Convenience

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 is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and/or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

29. Governing Language

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

31. Notices

- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

- 32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.



PROJECT DIRECTOR
Extension of D-TALK & Insulin for Life

Standard Bidding Documents (SBD)

National Competitive Bidding

For

SELECTION AND RATE CONTRACTING OF
DRUGS / MEDICINES AND INSULIN/BIOLOGICALS

FOR THE FINANCIAL YEAR 2023-24

Government of Khyber Pakhtunkhwa
Health Department
AUGUST 2023

INVITATION FOR BIDS


PROJECT DIRECTOR, EXTENSION OF D-TALK & INSULIN FOR LIFE, HEALTH DEPARTMENT

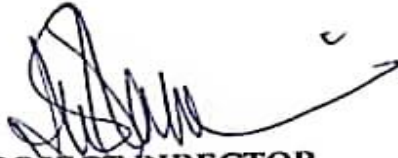
KHYBER PAKHTUNKHWA, PESHAWAR

SELECTION AND RATE CONTRACTING OF MEDICINES AND INSULIN FOR THE FY 2023-24

In compliance with the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Act, 2012 and KPPRA Rules, 2014 (Amended, August, 2022), The Project Director, Extension of D-TALK & Insulin for Life, Health Department, Khyber Pakhtunkhwa, House#61-D, Syed Jamal-ud-Din Afghani Road, University Town, Peshawar invites sealed bids from:

1. Manufacturer/s and/or Importer/s of medicines / drugs/biologicals authorized by the Goods Principal Manufacturer or producer for import/supply of the said quoted goods in Pakistan, registered as such with the Drug Regulatory Authority of Pakistan (DRAP) for the quoted item/s falling under The Drug Act 1976 & Rules framed therein.
2. Manufacturer/s and/or Importer/s of various items interested to enter in this bidding competition may obtain bidding documents from the websites i.e. www.kppra.gov.pk, www.healthkp.gov.pk and www.dghskp.gov.pk or visit to Project office, located at House#61-D, Syed Jamal-ud-Din Afghani Road, University Town, Peshawar for collecting bidding documents **free of cost**, latest by 21st August 2023 during office hours.
3. Bidding competition under this advertisement shall be conducted through **Single Stage–Two Envelopes Bidding Procedure** as per KPPRA Act 2012 and Rules framed there under. Under this procedure, the bidders should submit the bids in two sealed envelopes of technical and financial bids, each of which must bear on them clearly written words '**Project Director, Extension of D-TALK & Insulin for Life Technical Bid 2023-24**' and '**Project Director, Extension of D-TALK & Insulin for Life, Financial Bid 2023-24**' as well as the full and complete identification of the bidder along with its postal and email addresses and phone number/s on each of the respective envelope. Both these sealed and labeled envelopes should be placed inside another outer envelope of appropriate size which should also be sealed and should bear clearly written words “**Bid for Extension of D-TALK & Insulin for Life FY 2023-24**” along with the identification and contact details of the bidder.
4. A Pre-bid meeting is scheduled to be held on **10th August 2023 at 11:00 AM**, in the Committee room of the **Project Office, Extension of D-TALK & Insulin for Life, Health Department, House # 61-D, Syed Jamal-ud-Din Afghani Road, University Town, Peshawar**.
5. Bidders must submit sealed bids to the office of the **Project Director, Extension of D-TALK & Insulin for Life, Health Department, House#61-D, Syed Jamal-ud-Din Afghani Road, University Town, Peshawar** on or before **22nd August 2023 at 10:30am** and shall be opened on the same day at **11:00am** in the presence of bidders or their authorized representatives (who choose to attend the bids opening process). Any bids presented / submitted / received later than this deadline shall not be considered and shall be rejected without any further processing.
6. Mandatory Bid Security / Earnest Money amounting to a flat rate of **Rupees One Million only (Rs.1,000,000/-)** from each bidder in the shape of CDR/Bank Guarantee, is required in the name of “Project Director D-Talk Extension” to be submitted in original along with the Financial Bid within its sealed envelope and shall be from the account of the firm/manufacturer/importer. An affidavit, stating that the bid security is placed inside the sealed envelope of financial bid, is placed inside the technical bid. Ordinary crossed or open Cheques shall not be acceptable as Bid security.

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7. Quotation must be computer typed & printed; the Offered rate, Trade Price, and Maximum Retail Price (MRP) must be written both in words & figures. All pages of the submitted bid shall be signed, numbered, and duly stamped by the authorized person of the bidding entity.
 8. The bidders are required to submit the unit prices of quoted items on the format as prescribed for financial bid in the Standard Bidding Documents.
 9. Quotations with cutting, erasing, and over-writing shall not be accepted to the extent of that particular quoted item.
 10. The Selection & Rate Contracting Committee of the Project, Extension of D-TALK & Insulin for Life, Health Department, Khyber Pakhtunkhwa reserves the right to reject any or all the bids under Rule 47 (1) of KPPRA Rules, 2014.



PROJECT DIRECTOR
EXTENSION OF D-TALK & INSULIN FOR LIFE
HEALTH DEPARTMENT
H#61-D, SYED JAMAL-UD-DIN AFGHANI ROAD
UNIVERSITY TOWN, PESHAWAR.
PHONE# 091-2601028 Email: pdedtif@gmail.com

BID DATA SHEET

| S.No | Introduction/Description | Detail |
|---|---|--|
| 01 | Name of Procuring Agency of Government of Khyber Pakhtunkhwa. | Project Director, Extension of D-TALK & Insulin for Life, Health Department, Khyber Pakhtunkhwa, Peshawar. |
| 02 | Procuring agency's address, telephone, telex, and facsimile, numbers. | Extension of D-TALK & Insulin for Life, Health Department, Government of Khyber Pakhtunkhwa Tel No: 091-9201028 Email: pdedtifl@gmail.com |
| 03 | Language of the bid. | English |
| Bid Price and Currency | | |
| 04 | Price quoted shall be: | Pakistani Rupees (Rs.) |
| 05 | The price shall be fixed | The price shall be fixed and valid till 30 th June 2024. |
| Preparation and Submission of Bids | | |
| 06 | Qualification requirements. | Note: The technical and financial bid shall be in conformity to Rule 39 (1) & (3) of the KPPRA Rules, any deviation from it, the bid shall be treated as non-responsive. I. Manufacturer/s and / or Importer/s of drugs / medicines/biologicals authorized by the goods' Principal Manufacturer or producer for import / supply of the said quoted goods in Pakistan, registered as such with the Drug Regulatory Authority of Pakistan (DRAP) for the quoted item/s falling under The Drug Act 1976 & Rules framed there under. |
| 07 | Amount of bid security. | Rs. 1,000,000/- (PKR one Million only) |
| 08 | Bid validity period. | 180 days |
| 09 | Number of copies. | One (ORIGINAL BID) |
| 10 | Address for bid submission. | House # 61-D, Syed Jamal-ud-Din Afghani Road, University Town, Peshawar. Phone# 091-2601028 Email: pdedtifl@gmail.com |
| 11 | IFB title and number. | Selection and Rate Contracting (Contract Framework Agreement) of Drugs / Medicines and Insulin/Biologicals for the year 2023-24. |
| 12 | Deadline for obtaining Bidding Documents. | On or before <u>21st August 2023 (During office hours)</u> |
| 13 | Time, Date and Place for bid submission and opening. | Bid Submission. On or Before <u>10:30am</u> on 22nd August 2023. Bid Opening. <u>11:00am</u> on Same day i.e. 22nd August 2023. |
| Bid Evaluation | | |

| | | |
|-----------------------|---|--|
| 14 | Criteria for bid evaluation. | Merit Point Evaluation (Best Evaluated Bid). The items ranked highest in merit points (obtained through, and based on, technical and financial evaluation) will get unit rate central contract. |
| 15 | Details on the evaluation method or reference to the Technical Specifications | <p>As in section on Technical Evaluation of bids. The evaluation parameters of the quoted item/s may include, but not limited to, any or all of the methods including scrutiny of the bidding documents, physical inspection, examination, and/ or market survey including and not limited to both Public and Private Healthcare facilities, against any parameter/s, as deemed appropriate by the procuring Agency or any of its committees or sub- committees. Any discrepancy found during the market survey shall lead to disqualification of the firm/product (s).</p> <p>If required</p> <p>All the certifications from accredited bodies, as the case may be, shall contain the quoted product (s) in its scope, moreover the accredited body shall be authorized to certify the quoted product (s).</p> <p>In case of products having Multiple APIs/Raw material the marks for GD, CoA, APIs or Raw material Source accreditation will be awarded only where these documents are submitted for all ingredients/components of the quoted products For Example. Sitagliptin + Metformin</p> <p>In case the Supplier had been awarded marks in product evaluation parameter during the technical evaluation for API source accreditation for Drugs / Medicines/Biologicals, and for Pharmaceutical grade certification for immediate containers of Drugs/medicines/biologicals shall warranty the supply of all such goods with the same certified quality, material and specification/s to the Purchasing Agency/ies throughout the validity period of contract agreement.</p> |
| Contract Award | | |
| 16 | Percentage for quantity increase or decrease. | The percentage for quantity increase or decrease will be subject to availability of fund as well as demands and necessity from centers located across the Province under the Project. |

Special Conditions of Contract

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

1. **Definitions**

- i. The Goods are: **Drugs / Medicines and Insulin/Biologicals**
- ii. **The Procuring Entity / Agency is:** Project Director, Extension of D-TALK & Insulin for Life, Health Department, and Khyber Pakhtunkhwa.
- iii. The Supplier is: "the individual or firm supplying the Goods and Services under this Contract" and includes the following:
 - a. Manufacturer/s and / or Importer/s of drugs / medicines and insulin/biologicals authorized by the goods' Principal Manufacturer or producer for import / supply of the said quoted goods in Pakistan, registered as such with the Drug Regulatory Authority of Pakistan (DRAP) for the quoted item/s falling under The Drug Act 1976 & Rules framed thereunder.
- iv. The Project Site is: **House # 61-D, Syed Jamal-ud-Din Afghani Road, University Town, and Peshawar.**

2. **Performance Security**

The amount of performance security, as a percentage of the Contract Price, shall be: **Not Required.**

However, the bid security of Rs. 1,000,000/- from the bidders as received at the time of bids submission under, shall be retained by the Procuring Agency as Performance Security till the end of contract period and will be released back to successful bidders after the expiry of contract period, subject to the condition that all contractual obligations related to supplies are fulfilled. However, the warranty of the supplied goods, as issued by the Supplier and relevant applicable laws governing the nature of goods, e.g., the Drug Act 1976, The DRAP Act 2012 and rules framed there under shall remain in force and valid despite the discharge of Performance Security.

3. **Inspections and Tests (In accordance with the clauses of contract with the Procuring Agency)**

- i. The Technical Evaluation shall be conducted by the Technical and Evaluation (T&E) / Procurement Committee of the Project to:
 - a. Undertake examination of the original documents and the attested copies of which had been submitted by the bidder/s along with the technical bids; and
 - b. Undertake the physical inspection (if required) of the relevant premises to verify the status of Good Storage Practices (GSP) Parameters for manufacturers and importers particularly related to the cold chain storage facility, or as the case may be, for the quoted item/s. and
 - c. Examine the original documents related to the fitness of the material of immediate container/s for storage and / or dispensing of the quoted drugs / medicines/biologicals item/s, e.g., Certificate of Analysis, invoice, etc. of the material/s used in manufacturing of the immediate container of quoted drug / medicine/biologicals item/s, including that of its stopper / lid / cap.
 - d. The physical inspection (if required) of the manufacturers and importers (Cold Chain facility), shall be intimated to the applicant bidders in writing, 7 days before the proposed inspection day.
- ii. The bidder shall be disqualified for competition if Inspection Team/s declare that the bidder did not meet the mandatory requirements of Cold Chain facility (if required for the quoted items) for qualification at the time of inspection.
- iii. The technical and financial bid shall be in conformity to rule 39 (1) & (3) of the KPPRA Rules, any deviation from it, the bid shall be treated as non-responsive.
- iv. All the successful bidders for Drugs/Medicine and Insulin/Biologicals falling under the Drugs Act 1976, before signing the Contract Agreement shall provide to the Procuring Agency, the Testing

Method/s, Lab. Protocols and lot release certificate (if applicable).

- v. Any other appropriate method/arrangements may be adopted by the Committee or to assess and/or assure the quality of goods being purchased and / or supplied to the Procuring and / or Purchasing Agency.
- vi. The physical inspection of supplied stock by the inspection team so constituted for the purpose at the level of purchasing entity and, sampling for DTL testing / analysis of approved items as per Drug Act 1976, to conform to the laid down specifications before utilization, on the premises of purchasing entity, at the point of delivery, and/or at the Goods' final destination, for ascertaining the quality and quantity.

4. **Packing**

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

- i. The successful bidders must stamp the products both inside and outside label/carton with “**EXT: OF D-TALK & IFL - NOT FOR SALE**”.
- ii. In case of item/s falling in the category of drugs / medicines/biologicals, the immediate container of drug / medicine/biologicals shall comply with the official monograph requirements, as submitted by the bidder to the DRAP with the dossier at the time of registration of the said quoted item/s with the DRAP in accordance with applicable provisions contained in the prevailing laws and rules.

5. **Delivery and Documents**

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

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

- i. Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount.
- ii. Usual transport documents which the buyer may require to take the goods.
- iii. Manufacturer's / Importer's prescribed warranty certificate.

The supplier shall be responsible to transport the item/s in a manner that the appropriate and required storage temperature is continuously and properly maintained during transportation from supplier till delivery to the designated destination of the Purchasing Agency. In case of item/s requiring the maintenance of cold chain, the supplier shall be under obligation to provide valid and appropriate evidence to the Purchasing Agency to the effect that end to end cold chain of the supplied item/s has adequately been maintained during transportation of the said item/s to the designated destinations of Purchasing Agency.

6. **Insurance**

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 sellers' responsibility. Since the Insurance is seller's responsibility, they may arrange appropriate coverage.

7. **Warranty**

For goods belonging to the categories of Drugs/Medicines and Insulin/Biologicals and falling under the Drugs Act 1976 and / or the DRAP Act-2012 and Rules framed thereunder, the Supplier, in addition to the terms and conditions of the Rate Contract Agreement with Procuring Agency, shall provide warranty to the Purchasing Agency under all the relevant Section/s of applicable government laws and rules.

8. **Payment:**

Payment shall be made in **Pak. Rupees** in accordance with the relevant government rules, regulations, and procedures.

9. **Prices**

- i) The bidder shall not quote price/s of any item/s which is/are higher than the prices quoted by the bidder across the country to any entity procuring the quoted item/s through public funding.
- ii) In case of Drugs/Medicines and Insulin/Biologicals the bidder shall not quote the price more than the Trade Price of individual quoted item/s.

10. **Liquidated Damages**

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

11. **Disputes Resolution**

The dispute resolution mechanism to be applied will be pursuant to relevant clauses of Rate Contract

Agreement between the Supplier and the Procuring Agency.
If at all required, the jurisdiction of Court shall be of Peshawar, Khyber Pakhtunkhwa.

12. Governing Language

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

For various item/s related to drug / medicine and Insulin/Biologicals category, the language of official Monograph of the quoted drug / medicine/biologicals item/s, as registered with the DRAP, shall be acceptable for the bidding process.

13. Applicable Law

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

- i. The KPPRA Act, 2012.
- ii. The KPPRA Rules, 2014.
- iii. The Drugs Act, 1976 and Rules framed thereunder.
- iv. The DRAP Act, 2012 and Rules framed thereunder.
- v. The General Financial Rules of the Government of Khyber Pakhtunkhwa and all the relevant laws, rules and regulations pertaining to budgeting and financial management of public funds.
- vi. The Employment of Children (ECA) Act, 1991.
- vii. The Bonded Labor System (Abolition) Act, of 1992.
- viii. The Factories Act, 1934
- ix. The Contract Act, 1872
- x. The Companies Ordinance, 1984 / amended Companies Act, 2017

14. Notices

Procuring Agency address for notice purposes:

Office of the Project Director, Extension of D-TALK & Insulin for Life
House# 61-D, Syed Jamal-ud-Din Afghani Road, University Town, Peshawar.
Telephone# 091-2601028 Email: pdedtifl@gmail.com

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

15. Duties & Taxes

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

Schedule of Requirements (SOR)

EXTENSION OF D-TALK & INSULIN FOR LIFE

HEALTH DEPARTMENT GOVT. OF KHYBER PAKHTUNKHWA

DRUGS/MEDICINES AND INSULIN FOR THE YEAR 2023-24

NOTE:

- 1.** In case a bidder has been awarded marks during the technical evaluation for different parameters, the successful bidder(s) shall supply the said item(s) with the quoted specification(s), against which the marks have been awarded, to the Purchasing Agency/ies throughout the validity period of the contract Agreement.
- 2. Pack and Pack Size** means the number of Tablets and Injection (s) etc. packed in a unit carton with leaflet which so ever is required with the quoted item. The pack and pack size of the quoted item shall be the same as supplied in the commercial market.
- 3. Packaging and Packing material** of the Drug / Medicine / Insulin/ Biologicals etc. shall be of same quality / strength / size / grammage / Artwork and Lamination as supplied in the commercial market.

| S.No | Item Name (Generic) | Strength | Unit | Category |
|------|--|--|--------|-----------------------|
| 1 | Injection NPH (100 i.u./ml-10ml) | NPH | Vial | Biologicals / Insulin |
| 2 | Pre-Mix Human (100 i.u./ml-10ml) | 70/30 | Vial | |
| 3 | Human (Regular) (100 i.u./ml-10ml) | Regular | Vial | |
| 4 | Analog (Short Acting) (300 i.u. /3ml) | Glulisine Aspart Lispro | Pen | |
| 5 | Analog (Long Acting) (300 i.u. /3ml) | Detemer/ Glargine | Pen | |
| 6 | Inj: Liraglutide (6mg/ml, 3ml) | GLP 1 | Pen | |
| 7 | Inj: Semaglutide (2mg/3ml) | GLP 1 | Pen | |
| 8 | Glimepiride | 01 mg 02 mg 03 mg 04 mg | Tablet | Medicines |
| 9 | Rosuvastatin | 10 mg 20 mg | | |
| 10 | Pregabalin | 75 mg | | |
| 11 | Valsartan + Amlodipine | 05/80 mg | | |
| 12 | Valsartan + Amlodipine | 10/160 mg | | |
| 13 | Clopidogrel | 75 mg | | |
| 14 | Sitagliptin + Metformin (XR) | 50/500 mg 50/850 mg 50/1000 mg | | |
| 15 | Sitagliptin + Metformin (Plain) | 50/500 mg | | |
| 16 | Empagliflozin | 10 mg | | |
| 17 | Metformin (XR) | 500mg 750mg | | |
| 18 | Valsartan + Amlodipine + Hydrochlorothiazide | 05/160/12.5 mg 05/160/25 mg 10/160/25 mg | | |
| 19 | Empagliflozin + Linagliptin | 05/10 mg | | |
| 20 | Vildagliptin + Metformin | 50/500 mg | | |
| 21 | Metformin (Plain) | 250 mg 500 mg 850 mg 1000 mg | | |
| 22 | Orlistat | 60 mg, 120 mg | | |
| 23 | Gliclazide | 80 mg | | |
| 24 | Glimpride + Metformin | 1/500 mg 2/500 mg | | |

Technical Specifications

Technical Evaluation Criteria for Drugs / Medicines and Insulin/Biologicals

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

NOTE:

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

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

- a. These system breaking / disqualification points mentioned in this section are in addition to the provision of mandatory documents.
- b. During technical evaluation of the quoted bids, bidders may stand disqualified if the Scrutiny Committee for bids evaluation and /or Inspection Team/s find and declare any of the shortcoming/s related to the documents and/or manufacturing units and / or the premises of the manufacturers and /or Importers regardless of completion / fulfillment or otherwise of any terms and conditions, criteria and /or codal formalities.
- c. Further details of system breaking points / issues for various categories of items are as follows:

A. Manufacturer of General Drugs/Medicines & Insulin/Biologicals

1. Drug Manufacturing License.
2. Product Registration with DRAP.
3. Certificate of compliance to cold chain standards issued by an authorized third party e.g. DRAP, PSQCA, and PCSIR etc. The procuring entity reserves the right to visit any cold chain facility for physical inspection / verification.
4. All relevant documents related to FBR (Income Tax, Sales Tax), Professional tax etc.
5. Documentary proofs of adequate availability of qualified staff, (Presence of Category-A Pharmacist/s is/are mandatory), relevant Human Resource (Certified by the senior executive of the firm) & Copy of Valid Drugs Sales License must be provided. Non-availability of documentary proofs to this parameter shall lead to disqualification of the firm.

B. Importers of General Drugs/Medicines & Insulin

1. Valid cGMP/ Certificate of Pharmaceutical Product (COPP)/ Certificate of Medicinal Product (COMP) of the Principal Manufacturer for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s, (duly notarized in the issuing country of the quoted good/s). Certificate on company's own letter head shall not be acceptable.
2. Certificate of compliance to cold chain standards issued by an authorized third party e.g. DRAP, PSQCA, PCSIR etc. The procuring entity reserves the right to visit any cold chain facility for physical inspection / verification.

3. Documentary proofs of adequate availability of qualified, (Presence of Category-A Pharmacist/s is/are mandatory), relevant Human Resource (Certified by the senior executive of the firm) & Drugs Sales License must be provided. Non-availability of documentary proofs to this parameter shall lead to disqualification of the firm.

4. Valid Free Sale Certificate for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s (duly notarized in the country of origin of the quoted good/s). Non provision of this document shall lead to disqualification of the firm.

Note. Attested copies of all the above mentioned mandatory documents shall be submitted in the bid.

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 firm whose product ranks highest in the Combined Evaluation scoring calculated through the Marks awarded to Technical Proposal and Financial Proposal.

The Evaluation Methodology is a combination of non-price factors (in Technical Criteria) and price factor (in Financial Criteria); and each having points as elaborated in the evaluation proformas provided in these SBDs.

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

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

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

Financial Evaluation Score of individual quoted Product:

= [Lowest quoted Price of the item ÷ Quoted Price of the competing item] X Total allocable financial score i.e. 30

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.

MANUFACTURER OF GENERAL MEDICINES/BIOLOGICALS/INSULINS (Technical Scoring Criteria)

FIRM/COMPANY NAME:

| S.No | Product General Information | Scoring |
|------|---|---------|
| 1 | Generic Name of Item | --- |
| 2 | Dosage Form with Strength | --- |
| 3 | Trade Name | --- |
| | Factory Technical Evaluation Parameters (Documents Based Factory Score) | |
| 4 | Valid ISO 45001 certificate of the facility where the quoted product is manufactured, issued by PNAC accredited body (duly attested by senior executive of the firm) Online verification link shall be provided | 04 |
| 5 | Valid ISO 17025 certificate of the facility where the quoted product is manufactured, issued by PNAC accredited body (duly attested by senior executive of the firm) Online verification link shall be provided | 04 |
| 6 | Valid ISO 14001 certificate of the facility where the quoted product is manufactured, issued by PNAC accredited body (duly attested by senior executive of the firm) Online verification link shall be provided | 04 |
| 7 | Valid ISO 9001 certificate of the facility where the quoted product is manufactured, issued by PNAC accredited body (duly attested by senior executive of the firm) Online verification link shall be provided | 04 |
| 8 | Latest IMS/IQVIA ranking of the leading manufacturer firm (by value) in Pakistan. (12 months to date ranking will be considered). 1. Firm having (12-Month) Ranking in top-20 positions shall be awarded 5 marks. 2. Firms having (12-Month) Ranking between 21st- 40th positions 4 marks. 3. Firms having (12-Month) ranking between 41st to 60th position shall be awarded 3 marks. 4. Firms having (12-Month) ranking between 61st to 80th position shall be awarded 2 marks. 5. Firms having (12-Month) ranking between 81st to 100th shall be awarded 1 mark. | 05 |
| 9 | Valid calibration certificates for equipment / instruments, (from a 3 rd party), used in the factory for Measuring, weighing, Assay/ Analysis of raw material, in-process material and finished products for the manufacturing of the quoted products. (Valid Calibration Certificates attested by Quality head of the firm). | 05 |
| 10 | Valid documents of the Federal Board of Revenue (FBR) showing the total financial turnover of the firm of the last year. Maximum 08 marks shall be awarded in the following manner: 1. Financial turnover of PKR 500 to 700 million - 02 marks. 2. Financial turnover of PKR 701 million to 1000 million - 04 marks. 3. Financial turnover of PKR 1001 million to 2000 million - 06 marks. 4. Financial turnover of more than PKR 2000 million - 08 marks | 08 |

| | | |
|---|---|-----------|
| | (The document shall be attested by a Senior executive of the firm) | |
| 11 | Certificate of compliance to cold chain standards issued by an authorized third party e.g. DRAP, PSQCA, and PCSIR etc. The procuring entity reserves the right to visit any cold chain facility for physical inspection / verification. | 04 |
| Total Factory Evaluated Score | | 38 |
| Product Evaluation Parameters (Product Technical Parameters) | | |
| 12 | Bioavailability/ Bioequivalence study of the quoted product conducted by WHO Audited Labs must be attached along with the bid and study must be available on WHO Website) and / or For biologicals, bio-similarity studies shall be provided for award of marks in this parameter. and / or In case of Large volume (100ml to 5L) parenteral product validation report shall be submitted. and / or Proof of inventor / innovator products from relevant body shall be provided where the firm claims that the bioequivalence / bio similarity is not applicable. Proof on company's own letter head shall not be acceptable. | 04 |
| 13 | Goods Declaration certificate of imported API of the quoted item/s from Pakistan Customs, coupled with valid airway bill or Bill of Lading for the quoted item/s, not older than 24 months from the cutoff date for submission of bids. In cases where Raw materials are acquired from Registered Local sources valid invoice (s) not older than 24 months shall be considered. In case of purchases through third party importers a valid trail/link between the principal manufacturer and the importer firm shall be established with the firm offering the products | 04 |
| 14 | Certificate of Analysis of API from the Principal Manufacturer as mentioned in the goods declaration (GD) provided, duly attested by the senior executive of the firm. In case of Non-provision of matching GD the marks for CoA will not be awarded. | 04 |
| 15 | API/s source accreditation by WHO, US-FDA, EMA, MHRA, TGA, PMDA, Swiss Medic or Health Canada or by regulatory authority/body of SRAs country (ies) coupled with Form 3 (form of undertaking to accompany an application for License to import Drugs). | 04 |
| 16 | Valid WHO prequalification and / or Valid product registration in SRA country (ies) and / or Valid free sale certificate issued by regulatory body of any SRA country (ies) 03 marks. Certificates on company's own letter heads shall not be acceptable. (copies of relevant certificates duly attested by the senior executive of the firm) Note: Valid Certificates for the same brand shall be provided. | 03 |
| 17 | Valid Certificate of Analysis of the Type / class of material used for the immediate container of the quoted item/s,,: For award of marks, the certificate of analysis must clearly mention: 1. Materials e.g., Aluminium Foil, PVC, Capsule Shells, Plastic (HDPE, LDPE) or any other material used for the immediate container of the quoted item complying with US, European, British, Japanese pharmacopoeial standards, or must clearly mention that the material is of a Pharmaceutical grade. | 04 |

| | | |
|----|--|-----------|
| | 2. Type of Glass material for Liquid ampoules /vials must be USP class 1 (Non-compliance shall lead to disqualification of the quoted product). (Documents duly attested by the Senior executive of the firm) | |
| 18 | Stability studies of quoted item/s duly attested by the Q.C in charge of the firm). | 04 |
| 19 | Availability of quoted item/s in Pakistani market as per data of IMS/IQVIA Health not older than 02 years. Less than 5 % market share = 0 mark 5-20% market share = 2 mark 21-40% market share = 3 marks 41-50% market share = 4 marks 51% and above market share = 5 marks | 05 |
| | Total Product Evaluated Score | 32 |
| | Total Technical Score | 70 |

IMPORTER OF GENERAL MEDICINES/BIOLOGICALS/INSULINS (Technical Scoring Criteria)

| S.No | Product General Information | Scoring |
|---|---|----------------|
| 01 | Generic Name of Item | --- |
| 02 | Dosage Form with Strength | --- |
| 03 | Trade Name | --- |
| Principal's and Importer's Evaluation Parameters (Principal Manufacturer Evaluation) | | |
| 04 | Valid ISO 45001 certificate of the facility where the quoted product is manufactured issued by authorized body of the country of origin duly accredited with International Accreditation Forum (IAF), (duly attested by senior executive of the firm). Online verification link shall be provided | 03 |
| 05 | Valid ISO 14001 certificate of the facility where the quoted product is manufactured issued by authorized body of the country of origin duly accredited with International Accreditation Forum (IAF), (duly attested by senior executive of the firm). Online verification link shall be provided | 03 |
| 06 | Valid ISO 9001 certificate of the facility where the quoted product is manufactured issued by authorized body of the country of origin duly accredited with International Accreditation Forum (IAF), (duly attested by senior executive of the firm). Online verification link shall be provided | 03 |
| 07 | Valid accreditation of manufacturing unit or its relevant section/s by the US-FDA or WHO or official accreditation body/ies /regulatory body in the case of SRA countries (duly attested by senior executive of the firm) | 05 |
| 08 | Valid calibration certificates, by third party, in country of origin, for equipment / instruments used in the factory for Measuring, weighing, Assay/ Analysis of raw material, in-process material and finished products for the manufacturing of the quoted products. (Valid Calibration Certificates attested by Quality head of the firm) | 05 |
| (Importer's Evaluation) | | |
| 09 | Certificate of compliance to cold chain standards issued by an authorized third party e.g. DRAP, PSQCA, and PCSIR etc. The procuring entity reserves the right to visit any cold chain facility for physical inspection / verification. | 04 |
| 10 | Valid documents of the Federal Board of Revenue (FBR) showing the total financial turnover of the firm for the last year. (also to submit in technical bid) Maximum 7 marks shall be awarded in the following manner: Financial turnover of PKR 100 to 500 million – 3 marks. Financial turnover PKR 500 million to 1000 million – 5 marks. Financial turnover of more than PKR 1000 million – 7 marks (The document shall be attested by a Senior executive of the firm) | 07 |
| 11 | Valid Drugs Sales License (DSL) of the facility / premises where the imported goods are stored. | 04 |
| Suppliers Technical Score | | 34 |
| Product Technical Evaluation (Product Technical Parameters) | | |
| 12 | Bioavailability/ Bioequivalence study conducted by WHO Audited Labs must be attached along with the bid | 04 |

| | | |
|----|---|-----------|
| | and study must be available on WHO Website) and/or For biologicals, bio-similarity studies shall be provided for award of marks in this parameter. and/or In case of Large volume parenteral (100ml to 5L) product validation report shall be submitted. and/or Proof of inventor / innovator products from relevant body shall be provided where the firm claims that the bioequivalence / bio similarity is not applicable. Proof on company's own letter head shall not be acceptable. | |
| 13 | Goods Declaration certificate of imported finished quoted item/s from Pakistan Customs, coupled with valid airway bill or Bill of Lading for the quoted item/s, not older than 24 months on the cutoff date for submission of bids. | 04 |
| 14 | Certificate of Analysis of finished quoted item/s from the Principal Manufacturer as mentioned in the goods declaration (GD) provided in column 15, duly attested by the senior executive of the firm. In case of Non-provision of matching GD the marks for CoA will not be awarded. | 04 |
| 15 | API/s source accredited by WHO, US-FDA, EMA, MHRA, TGA, PMDA, Swiss Medic or Health Canada or by regulatory authority of SRAs countries. Trail of principal manufacturer shall be established from the respective GD. CoA and other supporting documents. | 05 |
| 16 | Valid WHO prequalification and / or Valid product registration in SRA country(ies) / Valid free sale certificate issued by regulatory body of any SRA country(ies) and / or Valid certificate of the availability of the quoted item in the US market. 2 mark for each certification, up to a maximum of 06 marks. Certificates on company's own letter heads shall not be acceptable. (copies of relevant certificates duly attested by the senior executive of the firm) Note: Valid Certificates for the same brand shall be provided. | 06 |
| 17 | Valid Certificate of Analysis of the Type / class of material used for the immediate container of the quoted item/s, For award of marks, the certificate of analysis must clearly mention: 1. Materials e.g., Aluminium Foil, PVC, Capsule Shells, Plastic (HDPE, LDPE) or any other material used for the immediate container of the quoted item complying with US, European, British, Japanese pharmacopoeial standards, or must clearly mention that the material is of a Pharmaceutical grade. 2. Type of Glass material for Liquid ampoules / vials must be USP class 1 (Non-compliance shall lead to disqualification of the quoted product). (Documents duly attested by the Senior executive of the firm). | 04 |
| 18 | Stability studies of quoted item/s duly attested by the Q.C incharge of the firm). | 04 |
| | (Product Availability) | |
| 19 | Availability of quoted item/s in Pakistani market as per recent most data of IMS/IQVIA Health. Less than 5 % market share = 0 mark, 5-10% market share = 01 mark, 11-30% market share = 02 marks, 31-50% market share = 03 marks, 50% and above market share = 05 marks | 05 |
| | Product Evaluated Score | 36 |
| | Total Technical Score | 70 |

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: | INTEGRITY PACT |
| BID FORM 6: | CODE OF ETHICS |
| BID FORM 7: | CONTRACT AGREEMENT (For information only, shall be signed by the successful bidders only) |
| BID FORM 8: | BANK GUARANTEE (SPECIMEN) |

Bid Form-1

BID COVER SHEET

Mandatory General Information of Applicant Firm

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

| S.No. | Name of the Bidding Firm: | |
|--------------|---|--|
| 1. | Please indicate whether the firm is: i. Manufacturer, or ii. Importer, or iii. Both; Manufacturer as well as Importer For various formulary items offered for this bidding competition. | |
| 2. | Please provide names, attested copies of CNICs, two recent attested photographs, valid street addresses in Pakistan, all working landline, mobile phone numbers and valid email address of the following: i. Owner/Proprietor of the Firm; and ii. Managing Director /CEO of the Firm; and iii. Focal person shall be an employee of the firm/bidder officially authorized for day to day official correspondence/communication if required with the procuring agency along with valid mobile number. 2. Please provide clear, legible and visible attested photocopies of all the valid requisite items mentioned items) | |
| 3. | Please provide the following valid information regarding applicant Firm: i. Complete street address of the: a. Head Office b. Main warehouse; and ii. Valid & working official Landline Phone and Fax Numbers; and iii. Valid Mobile phone number/s of the Focal Person registered which should be registered his/her CNIC No. and name; and iv. Valid and functional Email address of the firm for all correspondence; and v. Official Website address/es. | |

| | |
|----|---|
| 4. | <p>i. Please provide, in original, the bids security instrument amounting to Rupees One Million only (Rs.1,000,000/-) in the shape of written Guarantee from a Schedule Bank, excluding Microfinance and Financial Institutions in the name of the Project Director, Extension of D-TALK & Insulin for Life, Health Department, Khyber Pakhtunkhwa, along with the Financial Proposal in the sealed envelope, from a scheduled Bank of Pakistan. Ordinary crossed or open Cheques shall not be acceptable as Bids security.</p> <p>ii. Note: An affidavit stating the original instrument of bid security is placed inside the sealed envelope of Technical Proposal.</p> <p>In case of provision of wrong contact information (address, email, phone etc) by the bidder, leading to any miscommunication or delay in the timely/ effective information/correspondence between the bidder and the procuring entity in the bidding process particularly and procurement cycle in general shall have no responsibility on the procuring entity.</p> |
| 5. | <p>Please provide attested copies of the following Tax related valid documents:</p> <p>iii. National Tax Number (NTN) of the Firm for Income Tax, and</p> <p>iv. Last year Income Tax Return of the Firm; and</p> <p>v. Sale Tax Registration Certificate of the Firm; and</p> <p>vi. Certificate of Professional Tax of the Firm.</p> |
| 6. | <p>In case of being a Manufacturer, the Firm should provide attested copies of the following documents also:</p> <p>i. Valid Drugs Manufacturing License issued by the Drugs Regulatory Authority of Pakistan (DRAP); and</p> <p>ii. Valid Product Registration Certificate issued by the DRAP for the item/s quoted by the Firm for this bidding competition.</p> <p>iii. Valid cGMP certificate issued by DRAP</p> <p>iv. Valid DRAP Approved Price List of the quoted item/s.</p> |
| 7. | <p>In case of being Importers, the Firm should provide attested copies of the following documents also:</p> <p>i. Valid Drugs Sales License for the importer; and</p> <p>ii. Valid Product Registration Certificate issued by the DRAP for the imported item/s quoted by the Firm for this bidding competition; and</p> <p>iii. Valid Agency Agreement with the Foreign Principal Manufacturer entity/ies; and</p> <p>iv. Valid cGMP/ Certificate of Pharmaceutical Product (COPP)/ Certificate of Medicinal Product (COMP) of the Principal Manufacturer for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s, duly notarized from the issuing country of the quoted good/s). Certificate on company's own letter head shall not be acceptable and</p> <p>v. Valid Free Sale Certificate for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s (duly notarized in the country of origin of the quoted good/s). Non provision of this document shall lead to disqualification of the firm; and</p> <p>vi. Valid Price List of the quoted items. Valid DRAP Approved Price List of the quoted item/s</p> |

| | |
|-----|---|
| 8. | <p>The bidding Firm shall also provide an Affidavit on Judicial Stamp Paper of the value of at least Rs. 100/- (Rs. One Hundred Only) for the following undertaking:</p> <ol style="list-style-type: none"> i. I / We have carefully read the whole set of Bid solicitation Documents for this bidding competition and that I / We have fully understood and agree to all the provisions (including, but not limited to, those provided under SBDs), terms and conditions, evaluation criteria, mechanism of evaluation & selection of items for which the Firm has applied for competition; and ii. I / We fully understand and agree that the bidding competition for which I / We have applied to enter in, shall be based on merit-based scoring system for the evaluation of technical bids which has inverse relationship with the rates quoted by the bidders in their financial bids submitted; and that in this situation, the lowest financial bid/s may or may not win the bidding competition; and iii. I / we guarantee that the quoted drug / medicine and/or insulin items are, and shall be, freely available in the market of Pakistan; and particularly in the market of Khyber Pakhtunkhwa province and/or available in public and private sector health facility (ies); and iv. I / We shall provide to the inspection team/s of expert/s if authorized for the purpose by the Project, Extension of D-TALK & Insulin for Life, Khyber Pakhtunkhwa; an uninterrupted and free access to all relevant documents, sections of the manufacturing facilities / unit, storage, cold chain and warehousing facilities as well as any other area relevant, as deemed appropriate by the above-mentioned team for their purpose of visit/s. v. In case of any collusive, coercive, corrupt, obstructive, fraudulent practices and/or any act of misconduct by the bidding firm/focal person, in this bidding competition in relation to the decision making by the procuring entity, shall be liable to be proceeded under KPPRA Act 2012, Rules framed thereunder, Departmental Debarment/Blacklisting Guidelines Notified vide Letter No. 2440-2500/Proc. Cell, Dated: 30-08-2018, and/or forfeiture of the bid security/performance guarantee of the bidding firm, and / or any other lawful action as deemed appropriate by the Government of Khyber Pakhtunkhwa, including that to be taken up with the DRAP or any other body / entity of the Federal Government; and vi. I / We also undertake that submission of any false/bogus/fake/forged/ fabricated/tampered document shall lead to disqualification of our firm from this bidding competition as well as to other lawful action/s to be taken by the concerned authorities. vii. I / We have fully understood that no such documents shall be entertained by the Procuring Agency, which is issued after due date of Bid opening. |
| 09. | <p>I certify and affirm that I have attached /provided all the requisite mandatory documents / information including Bids Security with this Bid and that I fully understand that any document if not provided / missing shall result in the disqualification and declaring my bid as ineligible and thus non-responsive.</p> <p>Signatures: Name: CNIC No. Designation: Address:</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 Dugs and Medicines, Biologicals etc.}

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

Dear Sir/Madam

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

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

We agree to abide by this bid, for the Bid Validity Period specified in SBDs 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 Rs.100)

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

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

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

Signatures with stamp

Name: _____ Designation: _____ CNIC No. _____

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

Bid Form-4

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

Price Schedule format for Financial Bid for the year 2023-24

1. **In case of Drugs/Medicines & Insulin/Biologicals**, the unit price of each item shall be quoted and submitted in the following format:

| S.No | Serial No. of quoted Drug / Medicine/Insulin | Generic Name with Strength and Dosage Form of quoted Item | Trade/Brand Name of quoted Item | Trade Price of the Quoted item. | Maximum Retail Price (MRP) of the quoted items | Rate Offered per unit in Pak. Rupees (Rs) for quoted Drugs / Medicines. |
|------|--|---|---------------------------------|---------------------------------|--|---|
| 1 | | | | | | |

Note: Quoted price of the items shall be rounded up to two decimal points. For Example, Rs. 16.34/.

Bid Form-5

INTEGRITY PACT (on Judicial Stamp Paper Rs. 100/-)

**Declaration of Fees, Commission and Brokerage Etc. Payable by Suppliers of
Drugs/Medicines/Insulin/Biologicals for Extension of D-TALK & Insulin for Life 2023-
24**

In response to advertisement related to the bidding process / competition regarding purchase and supply of drugs, Medicines/Insulin for 2023-24 for the Insulin Banks/Centers through Extension of D-TALK & Insulin for Life, Khyber Pakhtunkhwa, Peshawar, I, Mr. / Ms.

_____ s/o, d/o _____ bearing CNIC No. _____, and having the Designation of _____ in

Messrs.(M/S) [*Name of Supplier*] do hereby solemnly affirm, declare and certify on behalf of M/S [*Name of Supplier*] that:

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

Signatures with stamp

Name: _____ Designation: _____ CNIC No. _____

For Messrs. [*Name of Supplier*]

Witness No. 1

Witness No. 2

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

Bid Form-6

DECLARATION/CODE OF ETHICS FOR THE MEMBERS OF THE PROCUREMENT COMMITTEES EXTENSION OF D-TALK & INSULIN FOR LIFE

In performing the operations as a member/s of the procurement committees of the bidding process/competition regarding purchase and supply of Drugs, Medicines and Insulin/Biologicals for 2023-24 for the Insulin Banks/Centers through Extension of D-TALK & Insulin for Life, Khyber Pakhtunkhwa, Peshawar, I/We do hereby solemnly affirm, declare and certify that:

(1) I/We shall perform my/our official duties in compliance with the approved SBDs, and the prevailing laws. When performing the operations of this procurement, the member shall act exclusively in the public interest and shall ensure equal treatment of the bidders/products.

(2) I/We shall perform my/our activities with full diligence, honesty and to a high professional level, which shall be continuously upgraded.

(3) I/We shall not be engaged in any activities that are contrary to the legitimate performance of my/our official duties, and I/We shall do everything to avoid situations and conduct that could impair the interest or the reputation of the Project in which I/We am/are nominated/employed.

(4) When performing my/our official duties, as member/s of the procurement committees, I/We shall not be influenced by partiality for achieving certain results.

(5) While performing specific tasks and deciding about the rights, the duties and the interests of the citizens and the legal entities, I/We being member/s of the procurement committees shall not be led by incorrect, unjustified or unreasonable assessment of the factual situation due to prejudice, realization of ambitions for conflict of interests, intimidation or threats by the superior member of the procurement committees, the official managing the body in which the civil servant is employed or by the persons affected by the respective act or decision and shall provide equal treatment to the bidders to ensure the realization of the rights and the legitimate interests of the bidders and the other entities.

(6) I/We shall independently reach to the decisions and shall decide objectively on the basis of the facts of the case, taking into consideration only the legally relevant facts and acting without unnecessary delay.

(7) I/We shall adhere to the appropriate procedure when performing the official duties within my/our competence, especially rejecting any pressure, even the one from my/our superiors.

(8) I/We shall not use advantages arising from my/our status as member/s of the procurement committees nor shall I/We use the information acquired due to my/our position for my/our personal benefit. My/our duty shall be to avoid any conflict of interests, as well as situations that could lead to suspicion for conflict of interests.

(9) I/We shall not consciously mislead the public or the other member/s of the procurement committees within the body.

(10) I/We shall treat the information I/We acquired due to my/our position in the procurement process with the all necessary secrecy and shall provide appropriate information protection.

(11) I/We shall not represent or express my/our political view in performing the official duties.

(12) I/We shall not let my/our personal financial interest, or my/our family, relatives, and friends to be in conflict with my/our position and the status of authorization as member/s.

(13) I/We shall not ask for nor accept, for myself/ourselves or for others, gifts, services, assistance or any other benefit that could affect or that could seem to affect my/our decision/s for certain issues, or that could corrupt my/our professional approach towards certain issues in this bidding process.

(14) I/We shall not accept gifts or gratitude that could be deemed as reward for those activities, the performance of which is my/our responsibility.

Committee members

1. Dr. /Mr./Ms. _____ Designation _____

2. Dr. /Mr./Ms. _____ Designation _____

3. Dr. /Mr./Ms. _____ Designation _____

4. Dr. /Mr./Ms. _____ Designation _____

5. Dr. /Mr./Ms. _____ Designation _____

6. Dr. /Mr./Ms. _____ Designation _____

7. Dr. /Mr./Ms. _____ Designation _____

8. Dr. /Mr./Ms. _____ Designation _____

9. Dr. /Mr./Ms. _____ Designation _____

10. Dr. /Mr./Ms. _____ Designation _____

Bid Form-7

EXTENSION OF D-TALK & INSULIN FOR LIFE

CONTRACT AGREEMENT

(for successful bidders)

THIS RATE CONTRACT AGREEMENT is made and agreed today on the ___ day of ___ month, 2023 between the Project Director, Extension of D-TALK & Insulin for Life, Health Department, Government of Khyber Pakhtunkhwa (*hereinafter referred to as the Procuring Agency / Entity shall be called as first **party**, which expression shall, where the context admits, be deemed to include the successors and / or assignee/s of the Provincial Government of Khyber Pakhtunkhwa*);

And Messrs. [**Name of Supplier**] through Mr. _____
Designation _____ CNIC No. _____,
(*hereinafter referred to as the Supplier shall be called as **second party** or he or his or her, which expression, unless repugnant to the context, means and includes their legal heir/s, successors-in-interest, assignee/s and legal representative/s.*

WHEREAS the Procuring Agency has made a bidding competition under the approved Standard Bidding Documents for the year 2023-24 (*hereinafter referred to as the SBDs*) approved for the selection and rate contracting of drugs/medicine/Insulin (*hereinafter referred to as goods*) for actual purchases of the selected and rate contracted goods to be made by this Project of Health Department, Government of Khyber Pakhtunkhwa (*hereinafter called the Purchasing Agency or Purchasing Agencies, where the context so admits*).

WHEREAS the Supplier has won the bidding competition for selected goods, as listed in the Schedule-1 of this contract agreement;

AND WHEREAS the Supplier declares that he is not a broker, middle-man, distributor or authorized dealer of, or acting on behalf of any entity or person, but himself a genuine Manufacturer and / or direct Importer of the goods for which he has won the bidding competition for supply of the same to the Purchasing Agency, as defined in the SBDs.

AND WHEREAS both the parties have agreed that the Project 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 Project in subordination to laws and matters ancillary to the terms and conditions of the SBDs;

AND WHEREAS the Supplier shall supply all the goods ordered by the Project to the latter in the quantity as mentioned in the supply order to be issued by the Project within the time frame as mentioned in clause-22 of this contract agreement;

Now, therefore, both the parties hereby mutually agreed to enter into this contract agreement as under:

1. The Supplier agrees to take full responsibility of the validity and implications, that may arise in future, of declaration as submitted by him through an affidavit on judicial stamp paper along with the SBDs along with his bid; 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 and / or Purchasing Agency concerned, as the case may be, 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.

2. The Supplier shall supply the ordered goods to the Project designated insulin banks/centers exactly at the address of the official premises situated within the district of the official jurisdiction of the latter as provided in the supply order issued to the former.
3. The Supplier shall be solely responsible for the safe and appropriate method and mode of transportation, loading, unloading and staking of the supplied items till, and at the time of delivery to the destination address indicated by the Project within Khyber Pakhtunkhwa.
4. The Supplier shall be solely responsible for any damage, untoward incidence, maintenance of required temperature and protection from light and other environmental conditions as well as other hazards that may possibly or potentially affect the safety, quality and efficacy of the supplied goods till the time of delivery and the consequences arising therefrom, if any.
5. The Supplier shall not claim or charge any transportation, loading / unloading, labour or any other charges, whatsoever, related to or in the name of logistics, accidents, insurance, freight, toll tax, etc.
6. The Supplier shall supply all the goods in full conformity to the specifications as laid down in the Standard Bidding Documents.
7. The Purchasing Agency shall arrange to obtain randomized sample/s for each formulary item of the supplied goods, as in the SBDs and belonging to the categories of drug/medicine/insulin, through the notified Drug Inspector/s concerned for sending the same to the concerned Drug Testing Laboratory for Test / Analysis as provided in the Drugs Act 1976, DRAP Act 2012 and rules frame thereunder as well as provisions of the SBDs, further subject to the following condition/s:
 - a. The supplied goods declared in contravention to any provision of the Drugs Act 1976, DRAP Act 2012 and rules made thereunder, shall be re-supplied by the Supplier at his sole risk and cost and at no cost to the Purchasing Agency, within 07 days from the date of intimation to the Supplier or his focal person, as nominated by the Supplier in the Bid Documents of his bid submitted under the SBDs, at such place as the Purchasing Agency may direct in accordance with clause-2 of this contract agreement.
 - b. The Purchasing Agency shall arrange to obtain sample/s of the replaced goods as in clause-7 (a) above, for the purpose of Test / Analysis as provided in the Drugs Act 1976, DRAP Act 2012 and rules made thereunder.
 - c. In case of non-supply or delayed supply or partial supply of replacement items, as in clause-7 (a) above, the Supplier shall be liable for imposition of one or more penalties as provided in clause-22 of this contract agreement.
 - d. All the contravened stock of goods, as in clause-7(a) above, if seized by the authorities shall be the case property under the provisions contained in the Drugs Act, 1976 and the rules made thereunder.
 - e. The supplier shall be responsible to make arrangements for appropriate storage and the matters ancillary to the safe custody of the seized case property as in clause-7(d) above at his sole risk, cost and responsibility with no claim, whatsoever, from the Project, and / or the Drug Inspector, and / or Project. The firm will also produce batch wise cold chain data from the source of origin & thermos Log data from factory to warehouse for temperature sensitive drugs.
 - f. In case the destruction of the seized stock, as in clause-7(d),(e) above, is required to be undertaken under the applicable laws and rules, all the costs involved in the execution of the decision and destruction, whatsoever, shall be solely borne by the supplier without any claim of any nature, whatsoever, from the Project or Drug Inspector or Insulin Center/Bank.
 - g. Any of the item, as per clause-7 above, if initially declared to be in contravention with any provision of Drugs Act 1976, but later on declared as of standard quality by the concerned Appellate Drugs Testing Laboratory, shall be returned to the supplier by the concerned Drug Inspector/Insulin Bank/Center in a lawful manner.
8. Supplier shall supply to the Project the freshly manufactured goods having maximum possible long expiry dates with the minimum remaining shelf life of at least 65% in case of imported goods and at least 85% in case of locally manufactured goods within Pakistan.

9. The Supplier shall hoist the list of supplied goods on his official website, while indicating name of items, name of manufacturer / importer, Invoice No., warranty & date, Registration No., Batch No., quantity, unit price and expiry date of the supplied goods along with the name of the Project.
10. In case of taking any action in contravention to any provision of the applicable law and rules, the Supplier shall render himself liable to such lawful action/s as deemed appropriate and taken against him under any or all the applicable law/s, rule/s of the Government of Khyber Pakhtunkhwa, terms and conditions of the SBDs and the clauses of this contract agreement.
11. The Project Office may take any 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, pertaining to the Drugs Act 1976 or in the execution of this contract agreement.
12. The Procuring Agency shall take lawful / legal action against the Supplier in accordance with the clauses of this contract agreement as well as relevant and applicable laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern such like situation/s, which may, inter alia, include but not limited to blacklisting, forfeiture of earnest money and performance guarantee, if any.
13. The Supplier agrees to the following conditions related to packing, packaging and labelling of the goods to be supplied to Purchasing Agencies under this contract agreement:
 - a. Each item shall be supplied to Purchasing Agency in the packing and packaging unit as approved and registered by the DRAP. The supplier shall supply all the unit items bearing the words "**EXTENSION OF D-TALK & IFL**" and "**NOT FOR SALE**" *in block letters and clearly visible manner* with indelible ink, on the label, outer packing of each individual unit item as well as on its outer carton/s.
 - b. The labels shall comply with all the requirements as laid down under the Drugs Labelling and Packing Rules 1986. The strip / blister shall clearly indicate expiry date of the same medicine in a clear and legible manner.
 - c. The goods shall be packed and transported to the Insulin Banks/Centers in accordance with the provisions contained in the Standard Bidding Documents.
 - d. The items shall be supplied in strict compliance with the instructions contained in Notification No. F.6-6/2005-Reg-II (south) dated 13/9/2006 of the then Federal Ministry of Health, Pakistan.
14. The Procuring Agency or its representative shall have the right to inspect the manufacturing facilities, premises, warehouses, godowns, laboratories etc. at any time during the financial Year 2023-24 /or till the execution of supply orders given under this contract agreement by the Project. If anything found in contravention of cGMP, clauses of Drugs Act 1976 or of this Contract Agreement the Project shall have the sole right and authority to take any lawful action as deemed appropriate, against the Supplier which may include, but not limited to cancellation of supply order/ orders given to the Supplier by the Project as well as imposition of penalties, forfeiture of supplied stock, forfeiture of performance guarantee or earnest money as the case may be, stoppage or recovery of payment made to the supplier as well as taking any other lawful action.
15. The Supplier agrees that the approved price of all individual items, as quoted by him in the financial bid, shall remain valid till and up to 30th June 2024.
16. As mentioned in Special Conditions of Contract, the bid security of Rs. 1,000,000/- from the Supplier as already received by the Project at the time of bids submission, shall be retained by the Project as Performance Security till the end of contract period and will be released back to supplier in response to applying for the same by him to the Procuring Agency after successful completion of all the contractual obligations of this contract agreement and the SBDs.
17. The Supplier shall provide legal and valid warranty to the Project for all the goods supplied under this contract agreement, which fall under the provisions of Drugs Act 1976, DRAP Act 2012 and the rules framed thereunder, on prescribed Form-2A in accordance with the mechanism prescribed for the purpose.
18. In case the Supplier had been awarded marks during the technical evaluation for API source

accreditation for Drugs / Medicines/Insulin, shall warranty the supply of all such goods with the same certified quality, material and specification to the Project throughout the validity period of this contract agreement.

19. Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the Supplier to the Project immediately after completion of supply of ordered stock. The Supplier shall be bound to pay all sorts of government taxes, duties, DPR and stamp duties, imposed earlier, during or later on by the Government of Pakistan or by the Provincial Government of Khyber Pakhtunkhwa on any supplied / purchased item.
20. In case of any collusive, coercive, corrupt, obstructive, fraudulent practices and/or any act of misconduct by the approved firm and/or its focal person, during the contract period in relation to the decision making by the procuring entity, shall be liable to be proceeded under Departmental Debarment/Blacklisting Guidelines Notified vide Letter No. 2440- 2500/Proc. Cell, Dated: 30-08-2018, and/or forfeiture of the bid security/performance guarantee of the bidding firm, and / or any other lawful action as deemed appropriate by the Government of Khyber Pakhtunkhwa, including that to be taken up with the DRAP or any other body / entity of the Federal Government; and
21. In case of situation related to Force Majeure, the Supplier may immediately without delay inform the Project in writing about the situation along with solid proof of the situation through the fastest, lawful and available means of communication, but not through the electronic mail, and request the Project office for the grant of extension in the supply period.
 - a. The Project Office, in case of being fully satisfied with the genuineness of situation
Arising from the claimed Force Majeure by the Supplier, may extend the period of supply of goods up to a maximum of not more than thirty days.
 - b. The Project office shall, in no case, be responsible or held responsible for any complications in making payments to Supplier that may arise from the closure of financial year, and / or lapse, and
/ or surrender of public funds, vis-à-vis, the standard and normal public sector financial management laws, rules, regulations, procedures and practices governing the Project.
 - c. After the expiry of extended period as in clause-21(a) above, the supply order shall stand cancelled to the extent of non-supplied goods and the performance security in the form of retained bids security shall be forfeited in favor of the Project office.
22. The Supplier agrees that the supply of the ordered goods under this agreement shall be completed by the Supplier i.e., Local Manufacturer within **forty-five (45) days** and Importer Supplier within **sixty days (60) days** after the receipt of supply order/s from the Project office, except in situation/s covered under clause-21 above regarding Force Majeure. In case of delay in supplies reaching to the Purchasing Agency, the following penalties shall be imposed by the Purchasing Agency upon the Supplier:
 - a. Upon delay in supply beyond 45 and 60 days for local manufacturer and importer suppliers respectively a lump sum penalty of 1% per week shall be deducted up to a maximum of 7% penalty for 7 weeks, of the total quoted price of such goods, whose supply was delayed out of the same supply order as issued to the supplier, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Purchasing Agency.
 - b. In case of delay in supply beyond 7 weeks after the cutoff days as mentioned above, the penalty pattern as mentioned above in clause-22 (a) of this agreement will become double for each week to the maximum extend of further seven weeks, the Project office shall also have the right, duty and authority to impose any or all of the below mentioned penalties in case of non-compliance of the purchase order; that is
 - i. Forfeiting the bids security and / or performance guarantee of the Supplier as related to this contract agreement; and / or
 - ii. Immediately debarring the selected item/s and/or Supplier/firm from future participation and business not less than one year and up to next three (03) calendar years with the Government of Khyber Pakhtunkhwa in any health institution, project and / or Program directly or indirectly run or implemented by or through the provincial Health Department, and District Governments in the Province; and / or
 - iii. Initiating the process for and recommending for permanent blacklisting of the

- iv. The applicant bidder shall be debarred/blacklisted from the process of contract framework agreement 2023-24.
23. The Supplier agrees that the supply order/s of the goods which are issued till the last day of the financial year (30th June, 2024) by the purchasing entity under this agreement shall be completed, in case of failure the supplier shall be liable to all the penalties enunciated in clause 23(a) & (b) of this agreement.
24. 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 Project with regard to the execution of this contract agreement, the Supplier agrees to indemnify all of them for any loss or damage incurred or inflicted upon by them in individual or official capacity upon the Supplier whether through any of their actions and / or practices and / or otherwise.
25. The Supplier further agrees to pay compensation to the Government of Khyber Pakhtunkhwa of an amount equivalent to ten times the sum of any commission, gratification, bribe or kickback and / or finder's fee given by the Supplier for the purpose of obtaining and / or inducing the procurement of any contract, right, interest, privilege or other obligation/s or benefit/s in whatsoever form, from the Project.
26. The supplier further agrees that all the data related to supplies throughout the financial year shall be provided to the procuring entity by the end of financial year. The Guarantee in shape of CDR etc. from a Schedule Bank and Financial Institutions of the supplier shall not be released till the provision of the said data.
27. The Project 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. However, despite such negotiation if the Project & Supplier have been unable to resolve amicably a contract dispute, either party may refer the case to Secretary to Government of Khyber Pakhtunkhwa, Health Department, Peshawar for decision through a Dispute Resolution Committee under the chairmanship of Special Secretary Health with Additional Secretary Health (Development) or Additional Secretary Health (Establishment) and Project Director "Extension of D-TALK and Insulin for life" as members.
28. Both the parties agree that the Project office has the authority to regulate, if deemed appropriate, under the provisions in the SBDs, through imposing restrictions and / or classifying and / or grouping any selected quoted item/s for stopping, increasing or decreasing the purchase of such item/s by the Project to full fill the demand, rationalize and / or control the use and / or misuse of such item/s.
29. The Project office may extend the duration for the framework contract to another year, extendable up to a maximum of three years as per the KPPRA Rules (31A) of 2014 (Amended August 2022), subject to the mutual consent.
30. In case of single complying bid, the procuring entity may conclude the procurement contract through Negotiation on quality upgrades, mode and schedule of delivery or cost reduction, as enunciated in the KPPRA Rules (42A) of 2014 (Amended August 2022).

| | |
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| <p>_____</p> <p>Project Director, Extension of D-TALK & Insulin for Life</p> <p>For and on behalf of Government of KhyberPakhtunkhwa, Health Department, Peshawar</p> | <p>_____</p> <p>Signature: Name: Designation CNIC No. Stamp: For and on behalf of Manufacturers / Importer</p> |
|---|---|

WITNESS NO. 1

Signature:

Name:

Father's Name:

Address:

CNIC No.

WITNESS NO. 2

Signature:

Name:

Father's Name:

Address:

CNIC No.

Schedule -1

EXTENSION OF D-TALK & INSULIN FOR LIFE.

Name and Address of Supplier:

List of Selected/Approved Item/s from the Supplier along with quoted unit price/s:

| S.No. | Formulary No | Approved Product/s Generic Name | Strength, Dosage form | Brand Name | Volume / Pack Size | Approved Rate/Unit |
|--------------|-------------------------|--|--------------------------------------|-----------------------|-------------------------------|-------------------------------|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
| 6. | | | | | | |
| 7. | | | | | | |
| | | | | | | |
| | | | | | | |

Bid Form-08
BANK GUARANTEE (*Specimen*)

Guarantee No. _____
Initial Date of Issue: _____
Amount of Guarantee PKR: **Rs. 1,000,000/- (PKR One Million Only)**
Date of expire of Guarantee: **31.07.2024 (Extendable)**
Claim Lodgment Date: **31.07.2024**

From: **(Bank Name and complete address)**

To: **Project Director, Extension of D-TALK & Insulin
for Life, Khyber Pakhtunkhwa Peshawar.**

We “**(Bank Name)**” having its place of business at **(Address of the Bank)** and Head office **(Address of the head office)** (Hereinafter referred to as the Guarantor), understand that **Name and Address of the Bidder** (hereinafter referred to as the Customer/Bidder) as per requirement of Standard Bidding Documents (SBDs) for FY 2023-24, required to furnish a Bank Guarantee in respect of said SBDs for an amount of **Rs. 1,000,000/- (PKR One Million Only) for (Name of the Customer/Bidder)**.

Now therefore in consideration of the above, we the Guarantor, guarantee unconditionally the due payment to you unconditionally upon demand of such sum or sums not exceeding **Rs. 1,000,000/- (PKR One Million Only)** in the event that Customer/Bidder fail to perform or fulfill any of the terms and conditions of the SBDs at the time or during the period specified in the guarantee, provided that any such demand here under is received in writing at this office within the validity of this Guarantee period accompanied by your written declaration to us that the Customer/Bidder has failed to comply with the terms of the conditions/Regulations and such declaration shall be accepted by us as conclusive proof that the amount claimed is due to you and we shall pay you the amount under this Guarantee. Our liability under this guarantee shall not be affected by any dispute or difference between you and the Customer/Bidder or by forbearance or indulgence granted by you to the Customer/Bidder or by any other security held by you from the Customer/Bidder relating to the above-mentioned Regulations or any violation in the Regulations or any other manner or thing which might affect our liability hereunder.

Notwithstanding anything contrary contained herein above, our maximum liability under this guarantee shall not in any case exceed **Rs. 1,000,000/- (PKR One Million Only)**. This guarantee shall remain valid up to **31.07.2024 (or Later as may be decided by the Project, Extension of D-TALK & Insulin for Life)**. Any claims under this guarantee must be received in writing along with the original bank guarantee and all the amendments if any, on or before expiry of this guarantee i.e., **31.07.2024**. After which date this guarantee will become automatically void and bank will be absolved of its liability under this guarantee whether or not the original is returned to us for cancellation. This agreement shall be governed by and construed in accordance with the laws of Pakistan.

For and on behalf of (Bank Name)

Authorized Person Signature with Stamp/Seal