



**BID SOLICITATION DOCUMENTS FOR  
FABRICATION OF VEHICLES (APV SUZUKI VANS) FOR  
ESTABLISHMENT OF MOBILE DRUG TESTING  
LABORATORY/IES**

**January 2022**

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**Part One - Section I (Instructions to Bidders)**

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## Instructions to Bidders

### A. Introduction

<b>1. Source of Funds</b>	1.1	The Procuring Entity has received Provincial 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 (1) (I) 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 Entity 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 Entity shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.
<b>2. Eligible Bidders</b>	2.1	This Invitation for Bids is open to all 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 Entity 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 Entity 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 Rule 44(I) KPP Rules 2014.

<b>3. Eligible Goods and Services</b>	3.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
	3.2	For purposes of this clause, “origin” means the place where the goods are 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.
<b>4. Cost of Bidding</b>	4.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity named in the Bid Data Sheet, hereinafter referred to as “the Procuring Entity,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
<b>B. The Bidding Documents</b>		
<b>5. Content of Bidding Documents</b>	5.1	The bidding documents include: <ul style="list-style-type: none"> <li>a) Instructions to Bidders (ITB)</li> <li>b) Bid Data Sheet (BDS)</li> <li>c) General Conditions of Contract (GCC)</li> <li>d) Special Conditions of Contract (SCC)</li> <li>e) Schedule of Requirements (SOR)</li> <li>f) Technical Specifications</li> <li>g) Bid Form and Price Schedules</li> <li>h) Bid Security Form</li> <li>i) Contract Form</li> <li>j) Performance Security Form</li> <li>k) Manufacturer’s Authorization Form</li> </ul>
	5.2	The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.
<b>6. Clarification of Bidding Documents</b>	6.1	An interested Bidder requiring any clarification of the bidding documents may notify the Procuring Entity in writing. The Bidding Procuring Entity will respond in writing to any request for Document's 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 Entity'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.
<b>7. Amendment of Bidding Documents</b>	7.1	At any time prior to the deadline for submission of bids, the Procuring Entity, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.
	7.2	All interested bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.
	7.3	In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Entity, at its discretion, may extend the deadline for the submission of bids.
		<b>C. Preparation of Bids</b>
<b>8. Language of Bid</b>	8.1	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity 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.
<b>9. Documents Comprising the Bid</b>	9.1	The bid prepared by the Bidder shall comprise the following components: <ul style="list-style-type: none"> <li>a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12.</li> <li>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.</li> <li>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</li> <li>d) bid security furnished in accordance with ITB Clause 15.</li> </ul>
<b>10. Bid Form</b>	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.
<b>11. Bid Prices</b>	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 Entity and will not in any way limit the Procuring Entity'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.
<b>12. Bid Currencies</b>	12.1	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
<b>13. Documents Establishing Bidder's Eligibility and Qualification</b>	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.
	13.2	The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Entity's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.
	13.3	<p>The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction:</p> <p>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 Entity's country.</p> <p>b) that the Bidder has the financial, technical, and production capability necessary to perform the contract.</p> <p>c) that, in the case of a Bidder not doing business within the Procuring Entity'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</p>

		<p>Contract and/or Technical Specifications; and</p> <p>d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p>
<p><b>14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</b></p>	14.1	<p>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.</p>
	14.2	<p>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.</p>
	14.3	<p>The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <p>a) a detailed description of the essential technical and performance characteristics of the goods.</p> <p>b) a list giving full particulars, including available 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 Entity; and</p> <p>c) an item-by-item commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</p>
	14.4	<p>For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Entity 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 Entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications</p>
<p><b>15. Bid Security</b></p>	15.1	<p>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</p>

		firm/bidder/Bidder who submits the bid] <sup>1</sup>
	15.2	The bid security is required to protect the Procuring Entity 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: The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money equivalent to of the bid price @2% in Shape of CDR from the account of bidder /firm who submits the bid in the name of "Director General Khyber Pakhtunkhwa Drug Control & Pharmacy Services". A pay order will not be acceptable.
	15.4	Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring Entity as non-responsive, pursuant to ITB Clause 24.
	15.5	Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring Entity pursuant to ITB Clause 16.
	15.6	The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
	15.7	The bid security may be forfeited: a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or b) in the case of a successful Bidder, if the Bidder fails: i. to sign the contract in accordance with ITB Clause 32; or ii. to furnish performance security in accordance with ITB Clause 33.
<b>16. Period of Validity of Bids</b>	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 Entity, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
	16.2	In exceptional circumstances, the Procuring Entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.
<b>17. Format and</b>	17.1	The Bidder shall prepare an original and the number of copies of the

<b>Signing of Bid</b>		bid indicated in the Bid Data Sheet, clearly marking each <b>“ORIGINAL BID”</b> and <b>“COPY OF BID”</b> 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 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.
		<b>D. Submission of Bids</b>
<b>18. Sealing and Marking of Bids</b>	18.1	The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as <b>“ORIGINAL”</b> and <b>“COPY.”</b> The envelopes shall then be sealed in an outer envelope.
	18.2	The inner and outer envelopes shall: <ul style="list-style-type: none"> <li>a. be addressed to the Procuring Entity at the address given in the Bid Data Sheet; and</li> <li>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: <b>“DO NOT OPEN BEFORE,”</b> to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.</li> </ul>
	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 <b>“late”</b> .
	18.4	If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring Entity will assume no responsibility for the bid’s misplacement or premature opening.
<b>19. Deadline for Submission of Bids</b>	19.1	Bids must be received by the Procuring Entity 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 Entity 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 Entity and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
<b>20. Late Bids</b>	20.1	Any bid received by the Procuring Entity after the deadline for submission of bids prescribed by the Procuring Entity pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

<p><b>21. Modification and Withdrawal of Bids</b></p>	<p>21.1</p>	<p>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 Entity prior to the deadline prescribed for submission of bids.</p>
	<p>21.2</p>	<p>The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked no later than the deadline for submission of bids.</p>
	<p>21.3</p>	<p>No bid may be modified after the deadline for submission of bids.</p>
	<p>21.4</p>	<p>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.</p>
<p><b>E. Opening and Evaluation of Bids</b></p>		
<p><b>22. Opening of Bids by the Procuring Entity</b></p>	<p>22.1</p>	<p>The Procuring Entity 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.</p>
	<p>22.2</p>	<p>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 Entity, 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.</p>
	<p>22.3</p>	<p>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.</p>
	<p>22.4</p>	<p>The Procuring Entity will prepare minutes of the bid opening.</p>
<p><b>23. Clarification of Bids</b></p>	<p>23.1</p>	<p>During evaluation of the bids, the Procuring Entity 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.</p>
<p><b>24. Preliminary Examination</b></p>	<p>24.1</p>	<p>The Procuring Entity will examine the bids to determine whether they are complete, whether any computational errors have been</p>

		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 Bidder 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 Entity 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 Entity 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 Entity'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 Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
<b>25. Evaluation and Comparison of Bids</b>	25.1	The Procuring Entity will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
	25.2	The Procuring Entity'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 Entity's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4: <ul style="list-style-type: none"> <li>a. incidental costs</li> <li>b. delivery schedule offered in the bid.</li> <li>c. deviations in payment schedule from that specified in the Special Conditions of Contract.</li> <li>d. the cost of components, mandatory spare parts, and service.</li> </ul>

	<ul style="list-style-type: none"> <li>e. the availability of spare parts and after-sales services for the equipment offered in the bid for Procuring Entity;</li> <li>f. the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or</li> <li>g. other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.</li> </ul>
25.4	<p>For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:</p> <ul style="list-style-type: none"> <li>a. Incidental costs provided by the bidder will be added by Procuring Entity to the delivered duty paid (DDP) price at the final destination.</li> <li>b. Delivery schedule. <ul style="list-style-type: none"> <li>i. The Procuring Entity 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.</li> <li>or</li> <li>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.</li> <li>or</li> <li>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.</li> </ul> </li> <li>c. Deviation in payment schedule:</li> </ul>

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 Entity may consider the alternative payment schedule offered by the selected Bidder.

or

ii. The SCC stipulates the payment schedule offered by the Procuring Entity. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring Entity, 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 Entity 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 Entity 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 Entity 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 Entity's country.



The cost to the Procuring Entity 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.

<b>Alternative</b>	25.4	25.4 Merit Point System: The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet	
		[In the Bid Data Sheet, choose from the range of]	
		Evaluated price of the goods	60 to 90
		Cost of common list spare parts	0 to 20

		Technical features, and maintenance and operating costs	0 to 20
		Availability of service and spare parts	0 to 20
		Standardization	0 to 20
		Total	100
		The bid scoring the highest number of points will be deemed to be the Highest-Ranking fair bid.	
<b>26. Contacting the Procuring Entity</b>	26.1	Subject to ITB Clause 23, no Bidder shall contact the Procuring Entity 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 Entity, it should do so in writing.	
	26.2	Any effort by a Bidder to influence the Procuring Entity in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.	
		<b>F. Award of Contract</b>	
<b>27. post-qualification</b>	27.1	In the absence of prequalification, the Procuring Entity will determine to its satisfaction whether the Bidder that is selected as having submitted the Highest-ranking fair 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 Entity 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 Entity will proceed to the next highest ranking fair bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.	
<b>28. Award Criteria</b>	28.1	Subject to ITB Clause 30, the Procuring Entity will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the Highest-ranking fair bid as defined in Section-2(1)(c)(i) of KPPRA Act 2012, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.	

<b>29. Procuring Entity's Right to Vary Quantities at Time of Award</b>	29.1	The Procuring Entity reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
<b>30. Procuring Entity's Right to Accept any Bid and to Reject any or All Bids</b>	30.1	The Procuring Entity 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 Entity's action.
<b>31. Notification of Award</b>	31.1	Prior to the expiration of the period of bid validity, the Procuring Entity 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 Entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
<b>32. Signing of Contract</b>	32.1	At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
	32.2	Within thirty (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring Entity.
<b>33 Performance Security</b>	33.1	Within twenty (15) days of the receipt of notification of award from the Procuring Entity, 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 Entity.
	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 Entity may make the award to the next Highest ranking fair Bid or call for new bids.
<b>34. Corrupt or Fraudulent Practices</b>	34.1	The Government of Khyber Pakhtunkhwa requires that Procuring Entity's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Bidders under Government-financed contracts,

		<p>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 Khyber Pakhtunkhwa Public Procurement Act, 2012 and Rules made thereunder:</p> <p>a. defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>i. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>ii. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, 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 Entity of the benefits of free and open competition;</p> <p>b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.</p>
	34.2	Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.
<b>35. Integrity Pact</b>	35.1	The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.

**Part One - Section II (General Conditions of Contract)**

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## General Conditions of Contract

<p><b>I. Definitions</b></p>	<p>1.1</p>	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>a. “The Contract” means the agreement entered into between the Procuring Entity 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.</li> <li>b. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</li> <li>c. “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Entity under the Contract.</li> <li>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.</li> <li>e. “GCC” means the General Conditions of Contract contained in this section.</li> <li>f. “SCC” means the Special Conditions of Contract.</li> <li>g. “The Procuring Entity” means the organization purchasing the Goods, as named in SCC.</li> <li>h. “The Procuring Entity's country” is the country named in SCC.</li> <li>i. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.</li> <li>j. “The Project Site,” where applicable, means the place or places named in SCC.</li> <li>k. “Day” means calendar day.</li> </ul>
<p><b>2. Application</b></p>	<p>2.1</p>	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
<p><b>3. Country of Origin</b></p>	<p>3.1</p>	<p>All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.</p>
	<p>3.2</p>	<p>For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services</p>

		are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of Goods and Services is distinct from the nationality of the Supplier.
<b>4. Standards</b>	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.
<b>5. Use of Contract Documents and Information; Inspection and Audit by the Government</b>	5.1	The Supplier shall not, without the Procuring Entity'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 Entity 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 Entity'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 Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under the Contract if so, required by the Procuring Entity.
	5.4	The Supplier shall permit the Procuring Entity 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 Entity, if so required.
<b>6. Patent Rights</b>	6.1	The Supplier shall indemnify the Procuring Entity 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 Entity's country.
<b>7. Performance Security</b>	7.1	Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Entity the performance security in the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the Procuring Entity as compensation for any loss resulting from the



		Supplier's failure to complete its obligations under the Contract.
	7.3	<p>The performance security shall be denominated in the currency of the Contract acceptable to the Procuring Entity and shall be in one of the following forms:</p> <p>a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Entity's country, in the form provided in the bidding documents or another form acceptable to the Procuring Entity; or</p> <p>b. a cashier's or certified check.</p>
	7.4	The performance security will be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
<b>8. Inspections and Tests</b>	8.1	The Procuring Entity 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 Entity. SCC and the Technical Specifications specifies inspections and tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity 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, at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
	8.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Entity 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 Entity.
	8.4	The Procuring Entity's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Entity'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 Entity or its representative prior to the goods' shipment from the country of origin.
	8.5	Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
<b>9. Packing</b>	9.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient

		to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Entity.
<b>10. Delivery and Documents</b>	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.
<b>11. Insurance</b>	11.1	The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility.
<b>12. Transportation</b>	12.1	The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Entity's country, transport to such place of destination in the Procuring Entity's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
<b>13. Incidental Services</b>	13.1	<p>The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and / or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul>

	13.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.
<b>14. Spare Parts</b>	14.1	<p>As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</li> <li>b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>h. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements;</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>
<b>15. Warranty</b>	15.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Entity'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 such months and years as specified in Special Conditions of Contract 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.
	15.3	The Procuring Entity 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 Entity.
	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 Entity 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 Entity may have against the Supplier under

		the Contract.
<b>16. Payment</b>	16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
	16.2	The Supplier's request(s) for payment shall be made to the Procuring Entity 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 Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
	16.4	The currency of payment is Pak. Rupees.
<b>17. Prices</b>	17.1	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring Entity's request for bid validity extension, as the case may be.
<b>18. Change Orders</b>	18.1	The Procuring Entity may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following: <ul style="list-style-type: none"> <li>a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;</li> <li>b. the method of shipment or packing;</li> <li>c. the place of delivery; and/or</li> <li>d. the Services to be provided by the Supplier.</li> </ul>
	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 Entity's change order.
<b>19. Contract Amendments</b>	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.
<b>20. Assignment</b>	20.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Entity's prior written consent.

<b>21. Subcontracts</b>	21.1	The Supplier shall notify the Procuring Entity 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.
<b>22. Delays in the Supplier's Performance</b>	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 Entity 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 Entity 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 Entity 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.
<b>23. Liquidated Damages</b>	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 Entity 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 Entity may consider termination of the Contract pursuant to GCC Clause 24.
<b>24. Termination for Default</b>	24.1	<p>The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ol style="list-style-type: none"> <li>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 Entity pursuant to GCC Clause 22; or</li> <li>b. if the Supplier fails to perform any other obligation(s) under the Contract.</li> <li>c. if the Supplier, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> </ol>

		<p>For the purpose of this clause:</p> <p>“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.</p>
	24.2	In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Entity 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 Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
<b>25. Force Majeure</b>	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 Entity 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 Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
<b>26. Termination for Insolvency</b>	26.1	The Procuring Entity 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 Entity.
<b>27. Termination for Convenience</b>	27.1	The Procuring Entity, 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 Entity'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	<p>The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:</p> <p>a. to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</p>
<b>28. Resolution of Disputes</b>	28.1	The Procuring Entity 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 Entity and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
<b>29. Governing Language</b>	29.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
<b>30. Applicable Law</b>	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring Entity's country, unless otherwise specified in SCC.
<b>31. Notices</b>	31.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
	31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
<b>32. Taxes and Duties</b>	32.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.

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

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



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**Part Two Section I. INVITATION FOR BID (IFB)**

**NOTICE INVITING TENDER FOR FABIRICTION OF VEHICLE FOR  
THE ESTABLISHMENT OF MOBILE DRUG TESTING LABORATORY  
KHYBER PAKHTUNKHWA PESHAWAR**

Directorate General Drug Control & Pharmacy Services (DG, DC & PS), Khyber Pakhtunkhwa Peshawar invites sealed bids under National Competitive Bidding **FOR FABIRICTION OF VEHICLE (APV SUZUKI VANS) FOR THE ESTABLISHMENT OF MOBILE DRUG TESTING LABORATORY KHYBER PAKHTUNKHWA PESHAWAR**”.

Bidding shall be conducted through **Single Stage–Two Envelopes Bidding Procedure** comprising a single package containing two envelopes as per **KPPRA Rules-2014**. Each envelope shall contain Technical and Financial Bid separately clearly marked in bold & legible letters. The firms are expected to provide complete information of the bid along with its postal as well as valid email address and phone number/s on each respective envelope.

Interested bidders/firms must obtain Application Form along with complete set of bidding documents from the office of the Director General Drugs Control & Pharmacy Services, Block-B, Old FATA Secretariat Warsak Road Peshawar during office hours on any working day till **11<sup>th</sup> February 2022**. The Bidding Documents may be downloaded from the following official websites: [www.healthkp.gov.pk](http://www.healthkp.gov.pk), [www.dghskp.gov.pk](http://www.dghskp.gov.pk) and [www.kppra.gov.pk](http://www.kppra.gov.pk).

Interested Bidders must submit sealed bids to the office of the Director General, DC & PS on or before **11:00 AM sharp, Monday 14<sup>th</sup> February 2022** and will be open on **11:30 AM** on same day in the presence of those bidders or their representatives, who choose to attend the process. Bid submitted after 11:00 AM shall not be entertained.

Financial bid must be accompanied with Bid Security of 2% of the bid value in the name of the Director General Drugs Control & Pharmacy Services Khyber Pakhtunkhwa Peshawar, which shall be from bank account of the prospective bidder. Ordinary cheque and Payment Order (PO) in the form of bid security shall result in disqualification of bidder as per KPPRA Act 2012 and Rules 2014.

Bids must be computer typed & printed and the offered bid prices must be written both in words & figures. Bid prices/ quotations with cutting and over-writing shall not be accepted to the extent of that particular quoted item. An authorized person of the bidder/firm shall sign & stamp all pages of the bid having numbers on each page. Firms shall submit bids in hard/Tape binding, and bids submitted in box file/ loose file will be considered non-responsive.

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

Directorate General Drug Control & Pharmacy  
Services,

Khyber Pakhtunkhwa, Block B, Old FATA Secretariat  
Warsak Road, Peshawar

**Tel No: 091-9222824.**

**Email: [dgdrugcontrol@gmail.com](mailto:dgdrugcontrol@gmail.com)**

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

## Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>Introduction</b>	
<b>ITB 1.1</b>	The Procuring Entity is Directorate General Drug Control & Pharmacy Services Khyber Pakhtunkhwa Peshawar.
<b>ITB 1.1</b>	From the regular Budget allocated to Directorate General Drug Control & Pharmacy Services Khyber Pakhtunkhwa Peshawar for the Establishment of Mobile drug Testing Laboratory (ies)
<b>ITB 1.1</b>	Establishment of Mobile Drug Testing Laboratory (ies)
<b>ITB 4.1</b>	<b>The Procuring Entity is:</b> Directorate General Drug Control & Pharmacy Services Khyber Pakhtunkhwa Peshawar.
<b>ITB 6.1</b>	<b>Department:</b> Health  <b>Address:</b> Block B, Old FATA, Secretariat Warsak Road Peshawar.  <b>Tel#</b> 091-9214084
<b>ITB 8.1</b>	Language of the bid is: <b>English</b>
	<b>Bid Price and Currency</b>
<b>ITB 11.2</b>	The price quoted shall be <b>Pakistani Rupees (Rs)</b>
<b>ITB 11.5</b>	The Price shall be <b>fixed</b>
<b>Preparation and Submission of Bids</b>	
<b>ITB 13.3 (d)</b>	<b>Qualification requirements:</b> a. Verification b. Compliance to Agreement c. Authorization d. Registration/ Certificate of Incorporation e. Registration with Pakistan Engineering Council ( <b>PEC</b> ) f. Tax Registration i. Income Tax ii. All bidders are required to be registered with the Khyber Pakhtunkhwa Revenue Authority ( <b>KPRA</b> ), established under the Khyber Pakhtunkhwa Finance Act, 2013 (Khyber Pakhtunkhwa Act No. XXI of 2013. g. Bid Security h. Price/Bid Validity i. Affidavit on Judicial stamp paper
<b>ITB 15.1</b>	<b>Amount of bid security:</b> The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money equivalent to 2% of the bid price in Shape of CDR from the account of bidder /firm who submits the bid in the name of " Director General Drug Control &

	Pharmacy Services Khyber Pakhtunkhwa Peshawar.
<b>ITB 16.1</b>	<b>Bid validity period:</b> 90 Days from the date of Technical Bid Opening.
<b>ITB 17.1</b>	Number of copies: <b>1- ORIGINAL BID</b>
<b>ITB 18.2 (a)</b>	<b>Address for bid submission:</b> Directorate General Drug Control & Pharmacy Services Khyber Pakhtunkhwa Peshawar, Block B, Ex-FATA Secretariat, Warsak Road Peshawar
<b>ITB 18.2 (b)</b>	<b>IFB title and number:</b> <b>IFB Title:</b> Fabrication of Vehicles (Suzuki APV-Vans) For Establishment of Mobile Drug Testing Laboratory (ies).
<b>ITB 19.1</b>	<b>Deadline for bid submission:</b> <b>Date:</b> 14 <sup>th</sup> February 2022 <b>Time:</b> 11:00 AM
<b>ITB 22.1</b>	<b>The Technical bid opening will take place in the Conference Room of:</b>  <b>Name:</b> Directorate General Drug Control & Pharmacy Services Khyber Pakhtunkhwa Peshawar.  <b>Building:</b> Block B, old-FATA Secretariat Warsak Road  <b>Floor:</b> First Floor  <b>Bid Opening Date:</b> 14 <sup>th</sup> February 2022 <b>Bid Opening Time:</b> 11:30am
<b>Bid Evaluation</b>	
<b>ITB 25.3</b>	<b>Evaluation and Comparison of Bids:</b> 1. Compliance with Technical Specifications 2. Presentation of Final Design 2D/ 3D presentation of the final design, material, Workmanship and End Product. 3. Bidder's / firms Specific Experience
<b>ITB 25.4 (a)</b> <b>ITB 25.4 (b)</b>	One option only: Delivery schedule:
<b>Option (i)</b>	<b>Not Applicable</b>
<b>ITB 25.4 (c)</b> <b>(ii)</b>	Deviation in payment schedule. Annual interest rate. <b>Not Applicable</b>
<b>ITB 25.4 (d)</b>	Cost of spare parts. <b>Not Applicable</b>
<b>ITB 25.4 (e)</b>	Spare parts and after sales service facilities in the Procuring Entity's location: Successful supplier will be required to provide after Sale Service at doorstep / location of the Procuring Entity during and beyond the period of warranty.

	Successful supplier will ensure 95% uptime of all the related items.
<b>ITB 25.4 (f)</b>	Operating and maintenance costs. <b>Not Applicable</b>
<b>ITB 25.4 (g)</b>	Performance and productivity of equipment. <b>Not Applicable</b>
<b>ITB 25.4 (h)</b>	<b>Evaluation of Bids will be based on following factors:</b> 1. Compliance with Technical Specifications 2. Presentation of Final Design
<b>ITB 28.1</b>	<b>Award Criteria:</b> As per <b>Section 2 (1)(c)(i) of KPPRA Act 2012</b> The highest-ranking fair bid in accordance with the evaluation criteria set forth here in these bid solicitation documents. Highest Ranking fair bid is the bid i.e., Substantively responsive and Ranks 1st based on achieving highest combined Technical & Financial Evaluations Scores.
<b>ITB 29.1</b>	The Procuring Entity reserves the right at the time of contract award to increase or decrease, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
<b>ITB 33.1</b>	<b>Performance Security:</b> 10% of the total price of award of contract or as desired by the Procuring Entity at the time of contract



### **Section III. Special Conditions of Contract**

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## **Special Conditions of Contract (SCC)**

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

GCC 1.1 (g)—The **Procuring Entity** is: **Directorate General Drug Control & Pharmacy Services Khyber Pakhtunkhwa Warsak Road old-FATA Secretariat Peshawar.**

GCC 1.1 (h)—The **Procuring Entity's Country** is: **Pakistan**

GCC 1.1 (i)—The **Supplier** supplying Goods and Services under this Contract is: Original Manufacturer or Authorized 3S Dealer of the Original manufacturer. Proprietorship of a well-established Authorized dealer of the original manufacturer / 3S automobile dealership.

GCC 1.1 (j)—The **Project Site** is: Directorate General Drug Control & Pharmacy Services Khyber Pakhtunkhwa Warsak Road, Ex-FATA Secretariat Peshawar.

### **2. Country of Origin (GCC Clause 3)**

GCC 3.1—All countries and territories as indicated in Part Two Section VI of the bidding documents, “Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement”.

### **3. Performance Security (GCC Clause 7)**

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: **Ten (10) percent** of the Contract Price

### **4. Inspections and Tests (GCC Clause 8)**

**GCC 8.6—Inspection and tests** in accordance with the clauses of contract with Procuring Entity:

- a) Before the opening of the Financial Bid, immediately after the opening of technical bid, The Procuring Entity requires production and presentation of samples representing the offered Goods and Related services. The bidder shall arrange for demonstration of offered items within the period specified by the Procuring Entity, for verification and scoring technical bids. The bidder may be prepared to do so by keeping one sample unit of the same make/model accessories ready at his/her disposal.
- b) If Bidder fails to provide such Goods for presentation or fails to demonstrate the technical specification or performance of the items to the satisfaction of the technical committee or the Procuring Entity the Bidder's Proposal may be rejected by the Procuring Entity in its sole discretion and their financial bids will be returned unopened.
- c) Procuring Entity reserves the right to inspect, test and, if necessary, reject the goods after the goods' arrival at the destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Procuring Entity during sample evaluation as mentioned above.

- d) Samples of the quoted products must be furnished free of charge and in a timely manner. The Procuring Entity will inspect and examine carefully, samples supplied by bidders. However, Procuring Entity will hold no responsibility for compensation for samples lost or destroyed during demonstration process.
- e) Samples will be returned to immediately after demonstration process/ sample evaluation.
- f) Inspection and tests include but is not limited to:
- Examine the original documents related to the fitness of the material of immediate container/s for storage and / or dispensing of the quoted Goods/ item/s, e.g., Certificate of Analysis, invoice, etc. of the material/s used in manufacturing.
  - The bidder will be disqualified for competition, if Procuring Entity declare that the bidder did not meet the mandatory requirements for qualification at the time of inspection as mentioned in **Section V. Technical Specifications**
  - Goods/ items will be examined and / or tested by Procuring Entity in a manner as deemed relevant and appropriate (including testing at specialized bodies). No claim for Goods/ items tested for quality will be entertained, costs of tests will be incurred by respective bidder.

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

The goods, including all packaging and packing thereof, conform to the specifications of the Contract, including any applicable standards provided for in the Contract or, if no applicable standards are provided, the most recent authoritative standards issued by the relevant institution in the goods' country of origin. The goods are securely contained, packaged and marked in accordance with normal commercial standards of export packing for goods of this type and in a manner so as to protect the goods while in storage or in transit to their ultimate destination.

## **6. Delivery and Documents (GCC Clause 10):**

The Supplier shall provide the following documents: GCC 10.3—Upon shipment, the Supplier shall notify the Procuring Entity the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring Entity:

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

- v Manufacturers or Supplier's warranty certificate.
- vi Inspection certificate, issued by the nominated inspection Entity, and the Supplier's factory inspection report; and
- vii Certificate of origin.

## 8. Insurance (GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility. Since the Insurance is seller's responsibility, they may arrange appropriate coverage.

## 9. Spare Parts (GCC Clause 14)

Recommended Spare Parts (if applicable)

## 10. Warranty (GCC Clause 15)

GCC 15.2— **WARRANTIES:** Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of Procuring Entity stated in or arising under the Contract, the Bidder warrants and represents that:

- The Bidder warrants that the goods are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Bidder by Procuring Entity, are of current manufacture and are of even quality and free from defects in design, workmanship, material and manufacture;
- If the Bidder is not the original manufacturer of the goods, the Bidder shall provide Procuring Entity with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;
- The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;
- The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;
- The goods are new and unused, unless procurement of used goods is approved in advance in writing by Procuring Entity.
- All such warranties for the goods shall remain in effect for a period of **one (1) year** or for such other longer period that the original manufacturer or authorized dealer of original manufacturer Bidder normally provides for such goods or a longer period agreed upon in this Contract after the goods are placed in use (the "Warranty Period");

- During any period in which the Bidder's warranties are effective, upon notice by Procuring Entity that the goods do not conform to the requirements of the Contract, the Bidder shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse Procuring Entity for the purchase price paid for the defective goods. In the event the Bidder fails to repair or replace defective or non-conforming goods within a reasonable time, Procuring Entity may replace or repair the goods and charge or debit the Bidder for all costs connected therewith or, if such replacement or repair is not practicable.
- The Bidder shall remain responsive to the needs of Procuring Entity for any services that may be required in connection with any of the Bidder's warranties under the Contract.
- For goods ordered, the Bidder shall provide or maintain a service organization reasonably constituted to handle requests from Procuring Entity or its Members or other ultimate beneficiaries for technical assistance on maintenance, service repairs, and overhaul of the goods. If the presence of a local service agent has been requested by Procuring Entity and confirmed by the Bidder, its presence in the country becomes a condition of this Contract. The Bidder must inform Procuring Entity of any changes in its local service structure prior to delivery of the goods.
- The Supplier shall, in addition, comply with the guarantees associated with the performance and/or conformance specifications specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:
  - a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance / conformance tests in accordance with GCC Clause 10, Or
  - b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.07% per day or 0.5% per week up to a maximum of 10% of the total Contract price.

**ACCEPTANCE OF GOODS:** Under no circumstances shall Procuring Entity be required to accept any goods that do not conform to the specifications or requirements of the Contract. Procuring Entity may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall Procuring Entity be obligated to accept any goods unless and until Procuring Entity has had a reasonable opportunity to inspect the goods following delivery and all required inspection reports satisfactory to Procuring Entity have been provided. If the Contract specifies that Procuring Entity shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until Procuring Entity in fact provides such written acceptance. In no case shall payment by Procuring Entity in and of itself constitute acceptance of the goods.

**11. Payment (GCC Clause 16) Payment for Goods supplied:** Payment shall be made in

Pak. Rupees in the following manner:

- i. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements in accordance with the Price Schedule, the amount against the delivered goods and services or such other sum as may become payable under the provisions of this Contract.
- ii. A copy of General Sales Tax ('GST') Invoice showing the amount of sales tax, must be submitted along with the Invoice. In case, GST is not applicable, the Supplier shall provide the documentary evidence to the said effect.
- iii. Income/withholding tax shall be deducted at source as per applicable taxation laws, while making the payments.
- iv. All payments to the Supplier shall be made as per following schedule, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities:
- v. 100% payment shall be made as a one-time payment after the delivery, installation inspection and Acceptance Certificate issued by the Procuring Entity.
- vi. In case of an import, payment of local currency portion shall be made in Pak Rupees within thirty (30) days of presentation of claim supported by a Certificate from the Purchaser declaring that the Goods have been delivered and accepted and that all other contracted Services have been performed.

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

- i. The price will remain fix. All prices must include all the taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties. All Federal & Provincial duties/taxes including Stamp Duty and DPR will be recoverable as per existing directives of the Government issued from time to time.

#### **12. Subcontracts (GCC Clause 21)**

Subcontracts are not allowed.

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

Applicable rate: **0.5%** per week or **0.07%** per day of the total Contract price. Maximum deduction: ≤ **10%** of the total contract amount.

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

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with **The Arbitration Act 1940**. The jurisdiction of Court shall be of **Peshawar, Khyber Pakhtunkhwa**.

#### **15. Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be: **English**

**16. Applicable Law (GCC Clause 30)**

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

- **The Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012**
- **Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014**
- **The Arbitration Act 1940**
- **The Contract Act 1876**
- **The Employment of Children (ECA) Act 1991**
- **The Bonded Labor System (Abolition) Act of 1992**
- **The Factories Act 1934**

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

GCC 31.1—Procuring Entity's address for notice purposes: **Directorate General Drug Control & Pharmacy Services Khyber Pakhtunkhwa Warsak Road Old-FATA Secretariat Peshawar.**

**18. Duties & Taxes (GCC clause 32):** The Unit price quoted by the bidder shall be: inclusive of all applicable duties and taxes



## **Section IV. Schedule of Requirements**

## **Schedule of Requirements**

1. The item should be new, and the bidder will ensure originality of the procurement channel as well as the items and material used.
2. The firm shall have office/ sales service center in Khyber Pakhtunkhwa Province, through which the successful Supplier is able to provide after sale services to the Procuring Entity.
3. Successful Supplier shall ensure to complete the supply of the Goods/ items at the earliest but not later than as specified in **Schedule of Requirements**.
4. Payment will be released after complete & successful delivery and acceptance of all vehicles by Procuring Entity and upon the issuance of satisfactory inspection report.
5. Conditional Bids will be disqualified.
6. Minimum warranty of 01 year for replacement of parts provided.
7. All Federal & Provincial duties/taxes including Stamp Duty and DPR will be recoverable as per existing directives of the Government issued from time to time.
8. The bidders should clearly mention Terms and Conditions of service agreements for the Fabricated vehicles after the expiry of initial warranty period.
9. Please mention the country of origin / manufacturing / assembly of the quoted brand / model of material / equipment used in fabrication of vehicles.

## Technical Specifications

**Directorate General Drug Control & Pharmacy Services Khyber Pakhtunkhwa Warsak Road Old-FATA Secretariat Peshawar.** will provide **Two (2)** number of Complete build Unit (**CBU**) Suzuki APV Vans to the successful bidder for fabrication of rear/ back space of the vehicles to convert to create a comprehensive Mobile Drug Testing Laboratory unit with the following features /Technical Specifications:

SR	ITEM	DESCRIPTION
1	<b>Interior Layout and Design</b>	<p><b>Interior of the Van should be fitted out on the following principles:</b></p> <ul style="list-style-type: none"> <li>a) Provision of a functional and ergonomic workspace for technical staff who will work inside the vehicle (Lab).</li> <li>b) Comfortable internal environment in tropical climates.</li> <li>c) Safe and secure storage of Lab Equipment.</li> </ul>
2	<b>Floor</b>	<ul style="list-style-type: none"> <li>• The floor must be layered with water and termite proof Fiberglass of 8mm or better.</li> <li>• The floor should be carpeted with flexible, non-slip, waterproof and washable special anti-bacterial flooring Vinyl sheet of 2mm thickness or better.</li> <li>• All sides of the floor must be properly sealed with silicon.</li> </ul>
3	<b>Cabinets and Drawers</b>	<ul style="list-style-type: none"> <li>• Internal cabinets must be designed according to the placement of the equipment and must be made of PVC fibre board. Drawers must be made of SS sheet and the fronts of the cabinets and drawers should be made of ABS material.</li> <li>• All the hardware items including hinges, locks, railings etc. should be made of rust-free material.</li> </ul>
4	<b>Countertop / Working Station</b>	<ul style="list-style-type: none"> <li>• Countertop of the working station should be finished with Stainless steel Sheet 14 gauge and grade 316 L.</li> </ul>
5	<b>Overhead Cabinet</b>	<ul style="list-style-type: none"> <li>• Overhead Cabinets made of ABS 3mm of appropriate size should be installed.</li> </ul>
6	<b>First-aid Kit &amp; Fire Extinguisher</b>	<ul style="list-style-type: none"> <li>• One first-aid kit that include the following items:</li> <li>• Wooden splints (2)</li> </ul>

		<ul style="list-style-type: none"> <li>• Crepe bandage (4" = 01   6" = 01)</li> <li>• N/Saline 0.9% (01)</li> <li>• Pyodine solution (01)</li> <li>• Dressing scissor (01)</li> <li>• Pyodine powder (01)</li> <li>• 4X4 Sterile Gauze Pad (04)</li> <li>• Sticking 1" (02)</li> <li>• Antiseptic wipes 01 box.</li> <li>• Burn lotion (01)</li> <li>• Burn gel (01)</li> <li>• Quinch (01 tube)</li> <li>• Medical tape (01)</li> <li>• Adhesive bandages (1 pack)</li> </ul> <p><b>Fire Extinguishers</b></p> <ul style="list-style-type: none"> <li>• 2kg DCP in driver compartment and 6kg DCP cylinder in rear cabin.</li> </ul>
<b>7</b>	<b>Wash Basin</b>	<ul style="list-style-type: none"> <li>• Integrated wash basin made of stainless steel 18 gauge with water tap and water reservoir of 25L or more is required.</li> <li>• Electric water pump and electric switch for tap with 15 sec Auto Switch off timer.</li> <li>• Soap dispenser, tissue roll holder, towel hanger and a tissue box shall also be provided.</li> </ul>
<b>8</b>	<b>Chairs/Stools</b>	<ul style="list-style-type: none"> <li>• Two revolving comfortable working chairs should be provided which should be height adjustable, with foam seat and with steel base.</li> <li>• Two sliding drawers / cabinets to be converted into seats with upholstery and foam.</li> </ul>

9	<b>Trash Box</b>	<ul style="list-style-type: none"> <li>• Stainless steel foot operated trash box with 6-8 litres capacity, attached to the floor and with plastic removable and washable inner lining.</li> </ul>
10	<b>Electric System/Main Panel</b>	<ul style="list-style-type: none"> <li>• All Circuit Breakers, Switches, Sockets and Wires should be of European / US / Japanese origin.</li> <li>• Power switches and sockets available on all countertop for smooth supply of power.</li> <li>• 8 Sockets would be provided for equipment (EU)</li> <li>• Electricity wiring having both 220V &amp; 12V should be available on all sections of vehicle at various positions.</li> <li>• All the electrical wires for 220V should be minimum 7/0.029”<sup>2</sup> size pure copper (or better) and of fire &amp; heat resistant material. All the wiring should be free of joints.</li> <li>• Change over system for WAPDA and Generator source.</li> <li>• External 220V inlet sockets (WAPDA)</li> </ul>
11	<b>Main Working Lights</b>	<ul style="list-style-type: none"> <li>• All lights should be LED lights sufficient for working environment.</li> <li>• 4 Led panel lights of appropriate size (easily replaceable) should be provided in the rear cabin to provide better illumination.</li> </ul>
12	<b>Exterior Design</b>	<ul style="list-style-type: none"> <li>• The exterior of the vehicle should be branded with the design shared by the department.</li> <li>• The designs of logos and pictures would be provided in softcopy to the successful bidder.</li> </ul>

All the fabrications / fixtures must be made of rust/corrosion free, non-hygroscopic material and must be fitted/welded with best possible finishing. Moreover, the fixtures shall be able to withstand the travelling stress and shall not be creating any noise during travelling during its warranty period.

## **Section V Qualification and Evaluation Criteria**

## **Qualification Criteria (must meet criteria)**

For factors retained in the Bid Data Sheet pursuant to ITB 25, Following quantification methods will be applied, submitted offers will be reviewed to determine compliance with Procuring Agencies mandatory requirements which serves the purpose to evaluate the responsiveness and eligibility of the bidder and goods proposed under the category of Administrative Evaluation. Only bids found to be responsive and eligible will be further evaluated for technical criteria. The Bidder shall furnish documentary evidence to demonstrate that the Goods its offers meet the following Qualification/ Eligibility requirement:

**i. Verification:**

The validity of the Bidder requires that all relevant forms be signed by authorized person or persons; and all the pages of the bidding document must be initialed & stamped by the bidder.

**ii. Compliance to Agreement:**

Accepting all the conditions set forth in these Bid Solicitation Documents by signing each page of the SBD i.e ITB, GCC, SCC, Bid Data Sheet, Addendums / Corrigendum (*if any*) and other mandatory Form's provision etc.

**iii. Authorization:**

a) If **Bidder is not manufacturer:** but Authorized dealer of the original manufacturer in procuring entity's country offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section VII, Bidding Forms), 3S Dealership is must

**iv. Registration of firm/company:**

- a) If **Bidder is Original Manufacturer:** is offering to supply Goods which the bidder manufactures or otherwise produces. The Bidder must submit documentary evidence that it is incorporated in the country of manufacture of the Goods and
- b) If bidder is authorized dealer of the original manufacturer in the procuring entity's country Proprietorship of a well-established Authorized dealer of the original manufacturer / 3S automobile dealership must be provided, including documentation regarding the company's legal status and registration under relevant law of Khyber Pakhtunkhwa or Government of Pakistan.

**v. Tax Registration:**

Sales & Income Tax registration of the bidder is required as:

- a Valid Income Tax Registration
- b Valid General Sales Tax Registration
- c Bidder must be active taxpayer and listed as an active taxpayer on the respective websites of relevant taxation authorities.

**i. Bid Security:**

Offers must include required Bid Security of **2%** of the bid cost. An Affidavit in this regard shall be included with technical proposal without mentioning the amount of bid security. Bid Security shall be submitted with the financial bid and from the account of the bidder / firm.

**ii. Price/Bid Validity:**

Offers must meet required Price Validity of **90 Days** from Bid Opening date.

**iii. An Affidavit on Judicial stamp paper of Rs. 150** submitting following clauses that:

- a. Only genuine manufacturer's warranty for replacement and not repair of the complete equipment and parts shall be done during the warranty period.

- b. That the bidder / firm will provide after sales service after expiry of warranty period.
- c. That the firm is never blacklisted on any grounds whatsoever by any of Provincial or Federal Government Department, Entity, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- d. All the bidders are required to declare Conflict of Interest, if any along with Bid Solicitation Documents.
- e. That the country of origin of equipment / item is mentioned clearly and correct along with Brand / Manufacturer's Name.
- f. That bidder has submitted Bid Security amounting to **2%** of the proposed bid inside financial proposal.
- g. That the Bidder will only provide Fresh, New and Genuine Goods / Items.

Bids which meet all the Qualification criteria mentioned above will qualify for Technical Evaluation. Bids failing to meet any of the above-mentioned Qualification criteria will disqualify and will not be considered further for Technical Evaluation.

As prescribed under **Section (2)(1)(c)(i) of KPPRA Act 2012** selecting the highest-ranking fair bid in accordance with the evaluation criteria set forth in the bid solicitation documents. The Evaluation procedure will be conducted exclusively based on information provided in the technical bids by the bidders and documentary evidence provided to validate. The highest-ranking fair bid is the Bid that is:

- 1. Substantially responsive to the bidding document, and**
- 2. Ranks 1<sup>st</sup> based on achieving highest combined Technical & Financial Evaluations Scores.**



## Technical Evaluation Criteria & Methodology (Weight=70)

Technical Evaluation is related to technical specifications of the required final product, Performance specification "**Section-V Technical Specifications**". Technical Evaluation includes one or more of the following Criterion, as detailed in Technical Evaluation Criteria provided here in these Bid Solicitation Documents

Technical Evaluation of the bid has been allotted 70% weightage.

<b>Technical Evaluation Weight</b>	<b>70%</b>
<b>Financial Evaluation Weight</b>	<b>30%</b>
<b>Total</b>	<b>100%</b>

### TECHNICAL EVALUATION METHODOLOGY

Following are technical notes to evaluation criteria bidder must read and comply to it:

#### Delivery period

The preferred delivery date for goods on site is no later than April 2022. Procuring Entity will endeavor to issue Purchase Orders with a minimum 30-day delivery lead-time. bidders are therefore requested to quote their best delivery time in calendar days/weeks following receipt of eventual Purchase Order; as necessary. Procuring Entity reserves the right to consider offers for delivery beyond the preferred delivery date if the offered delivery date still meets Procuring Entity requirements

#### Compliance / Conformity with Technical Specifications

Bidders are required to strictly comply to Technical Specifications attached here in these bidding documents.

#### Presentation of 2D or 3D Final Design

**Presentation must** include comparison of Samples of proposed Vehicles with the Technical & Performance specifications required here in these bidding documents in **Section-IV Technical Specifications (Appendix-I) & Performance Specifications (Appendix-II)**. Scores will be awarded based on "**Meeting** or **Exceeding**" as specified in **Section-V Technical Specifications**.

- a. Depth and quality of response to the Technical Specifications.
  - b. Details of overall space utilized for Fabrication & space spared for personnel.
  - c. Details of material used; quality of material used.
  - d. Details of measurements in designing overall space.
- a. A Bidder / firm or proposed Goods will "**Meet**" requirements when all Technical & Performance specification of offered Goods matches the requirements set by Procuring Entity herein these bid solicitation documents.
  - b. A Bidder / firm or proposed Goods will "**Exceed**" requirements when all Technical & Performance specification of offered Goods not only matches the requirements but also **50% of the** Technical & Performance specification offered Goods are better than requirements specified herein these bid solicitation documents.

#### After Sale Service (Availability of after sale service 3S Facilities in Peshawar)

Evidence and capability of firm/Bidders/ manufacturer for technical support & after sales service during & beyond warranty period. Affidavit regarding 3S Facility verifiable in Peshawar (Khyber Pakhtunkhwa) must be submitted.

### Scoring and Weighting Principles

The Technical Evaluation Committee will evaluate and score bids in accordance with the quality of Technical Bid in terms of:

- ❖ Extent that bidder / firm **Meets** the criteria set for award of contract. i.e the bidder/ firm has same capabilities as required here in the Bid Solicitation Documents.
- ❖ Extent that the bidder proposed specifications **Meets** or **Exceeds** the Specifications set herein these Bid Solicitation Documents for the same item.
- ❖ Extent that the bidder proposed vehicle meets or exceeds the Technical or Performance Specifications set in this Bid Solicitation Documents (SBD) and generally accepted Quality Dimensions of the relevant industry.
- ❖ Extent that proposed vehicle exceeds the **Performance & Productivity** measures set under specifications of requirements.
- ❖ Extent that bidder proposed vehicle exceeds the level of **Capacity, or Functionality** features specified under specifications of requirements.
- ❖ Extent that **samples provided** meets or exceeds the **Level of Specifications** of requirements set in this SBD and **Performance & Technical** specifications provided / proposed by bidder / firm in its bid.

**GOVERNMENT OF KHYBER PAKHTUNKHWA  
DIRECTORATE GENERAL DRUG CONTROL & PHARMACY SERVICES**

<b>TECHNICAL EVALUATION CRITERIA (FABRICATION OF VEHICLES FOR ESTABLISHMENT OF MOBILE DRUG TESTING LABORATORIES)</b>				
<b>Sno</b>	<b>CATEGORY</b>	<b>Total Score / Marks</b>	<b>CRITERIA FOR SCORE</b>	<b>SCORES</b>
1	<b>Delivery period in "Days" from the Day Purchase Order has been issued</b>	<b>10</b>	a. Delivery within 30 Days	10
			b. Delivery within 45 Days	6
			c. Delivery within 60 Days	3
2	<b>Compliance with Technical Specifications</b>	<b>15</b>	a. 100% compliance with additional benefits	15
			b. 100% compliance no additional benefits.	10
			c. 95% compliance.	5
			d. For compliance less than 95% "Zero" (0) score will be awarded.	0
3	<b>Presentation of Final Design 2D/ 3D presentation of the final design, material and Engineering, Workmanship, and innovation</b>	<b>20</b>	a. 100% compliance with additional benefits	20
			b. 100% compliance no additional benefits.	15
			c. 95% compliance.	10
			d. For compliance less than 95% "Zero" (0) score will be awarded.	0
4	<b>Bidder's / firms Experience</b>	<b>10</b>		
i	<b>Bidder's / firms Specific Experience:</b> <i>(Satisfactory Completion Certificate must be provided issued by Government, Semi Government and / or Private entities for fabrication of vehicles for Mobile Lab(s)).</i>	<b>05</b>	a. 05 Satisfactory Completion Certificates submitted	05
			b. 04 Satisfactory Completion Certificates submitted	04
			c. 03 Satisfactory Completion Certificates submitted	03
			d. 02 Satisfactory Completion Certificates submitted	02
			e. 01 Satisfactory Completion Certificates submitted	01
ii	<b>Bidder's / firms General Experience:</b>	<b>05</b>	a. 05 Satisfactory Completion Certificates submitted.	05
			b. 04 Satisfactory Completion Certificates submitted	04

**GOVERNMENT OF KHYBER PAKHTUNKHWA  
DIRECTORATE GENERAL DRUG CONTROL & PHARMACY SERVICES**

<b>TECHNICAL EVALUATION CRITERIA (FABRICATION OF VEHICLES FOR ESTABLISHMENT OF MOBILE DRUG TESTING LABORATORIES)</b>				
<b>Sno</b>	<b>CATEGORY</b>	<b>Total Score / Marks</b>	<b>CRITERIA FOR SCORE</b>	<b>SCORES</b>
	<i>(Satisfactory Completion Certificate must be provided issued by Government, Semi Government and / or Private entities for fabrication of vehicles)</i>		c. 03 Satisfactory Completion Certificates submitted	03
			d. 02 Satisfactory Completion Certificates submitted	02
			e. 01 Satisfactory Completion Certificates submitted	01
<b>5</b>	<b>Bidder's / Firm Financial Capabilities</b>	<b>5</b>		
i	<b>Audit Reports</b>	5	a. Audit reports of last consecutive 3 years.	5
			b. Audit reports of last consecutive 2 years.	2
			c. Audit reports of last year.	1
<b>6</b>	<b>Scope of Services</b>	<b>10</b>		
a	Provision of After Sale Services at Procuring Entity's Location	5	a. Established office & Service Center within Peshawar with after sales service/ mechanical workshop facility. (May be inspected physically for verification).	05
			b. No Established office & Service Center within Peshawar.	0
b	Staffing	5	a. Qualified Engineer with PEC Registration >1	2
			b. Qualified Managers (Minimum Graduate Level qualified) >1	1
			c. Sub Engineers (Qualified DAE)>2	1
			d. Technical Staff (Qualified/Certified Technicians) >5	1
	<b>Total Weight: Criteria (1 + 2 + 3 + 4 + 5 + 6) =</b>	<b>70</b>		

**GOVERNMENT OF KHYBER PAKHTUNKHWA  
DIRECTORATE GENERAL DRUG CONTROL & PHARMACY SERVICES**

**Financial Evaluation Formula:**

Financial Score =  $\text{Lowest Price (among all bids) / Individual Offered Price} \times 30\%$ .

Best Evaluated Bid (Total Score) = Technical Score (out of 70) + Financial Score (out of 30).

## TECHNICAL BID FORM I

**Bidder's Ref No.**

**Letter of Intention**

**Name of the Contract:** { \_\_\_\_\_ }

**To:** [ \_\_\_\_\_ ]

Dear Sir,

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 and ancillary services under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule provided in Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract.

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

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

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

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

We understand that you are not bound to accept the lowest or any Financial Bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clause 21.1 of the bidding documents and has duly provided earnest money @ 2% of the total bid value as per Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules-2014, in the shape of pay order / demand draft / call deposit bearing No. \_\_\_\_\_ dated \_\_\_\_\_ 2022 in the name of **Director General Drug Control & Pharmacy Services Khyber Pakhtunkhwa Warsak Road Ex-FATA Secretariat Peshawar.**

*Signed: In the capacity of Duly authorized to sign this bid for and on behalf of Bidder Name:.....*

*Signature*

**BID FORM 2**  
**FINANCIAL BID FORM (Price Schedule)**

Name of the Firm:

Bidder's Ref. No:

Note: This form must cover all the costs associated to deliver the goods and services on such as, on Delivered Duty Paid (DDP) basis. The respective costs of each goods & services must be separately provided in the following manner.

Item	Description	Quantity	Rate (Pak. Rs.) DDP Basis	
			Unit Rate	Total
<b>TOTAL (DDP Price) (in figures &amp; words)</b>				

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

**PERFORMANCE SECURITY FORM**

To: **Director General Drug Control & Pharmacy Services Khyber Pakhtunkhwa Warsak Road Old-FATA Secretariat Peshawar.**

WHEREAS [name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated \_\_\_\_\_ 2022 to supply [description of goods and services] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Signature and seal of the Guarantors

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[name of bank or financial institution]

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[Address]

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[date]



## **Manufacturer's Authorization Form**

[See Clause 13.3 (a) of the Instructions to Bidders.]

**To: Directorate General Drug Control & Pharmacy Services Khyber Pakhtunkhwa  
Warsak Road Old-FATA Secretariat Peshawar.**

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

\_\_\_\_\_  
*[signature for and on behalf of Manufacturer]*

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

### **INTEGRITY PACT**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ Contract Value: *[To be filled in at the time of signing of Contract]* Contract Title: \_\_\_\_\_

[name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (Government of Khyber Pakhtunkhwa) or any administrative subdivision or Entity thereof or any other entity owned or controlled by Government of Khyber Pakhtunkhwa through any corrupt business practice.

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 Government of Khyber Pakhtunkhwa, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Khyber Pakhtunkhwa and has not taken any action or will not take any action to circumvent the above declaration, representation, or warranty.

[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 Government of Khyber Pakhtunkhwa under any law, contract, or other instrument, be voidable at the option of Government of Khyber Pakhtunkhwa.

Notwithstanding any rights and remedies exercised by Government of Khyber Pakhtunkhwa in this regard, [name of Supplier] agrees to indemnify Government of Khyber Pakhtunkhwa for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Khyber Pakhtunkhwa in an amount equivalent to ten time 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 Government of Khyber Pakhtunkhwa.

Name of Buyer: .....

Name of Seller/Supplier: .....

Signature: .....[Seal]

Signature: .....{Seal}

