



**Government of Khyber Pakhtunkhwa
Health Department**

Directorate General Health Services

STANDARD BIDDING DOCUMENTS

FOR

**REPAIR OF VEHICLES, BUILDING AND ELECTRICAL/IT EQUIPMENT
FOR DIRECTORATE GENERAL HEALTH SERVICES FOR THE YEAR 2025-**

26

**Through
NATIONAL COMPETITIVE BIDDING (NCB)**

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INSTRUCTIONS TO BIDDERS

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IB.1	Scope of Bid & Source of Funds	
1.1	Scope of Bid	

The Procuring Entity as defined in the Bidding Data (hereinafter called “the Procuring Entity”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as “the Works”).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Procuring Entity has arranged funds from its own sources. [or any other source which may be indicated accordingly]

IB.2 Eligible Bidders

2.1 Bidding is opened to all bidders meeting the following requirements:

a.) duly registered with the Khyber Pakhtunkhwa Revenue Authority for the purpose Sales Tax on Services.

IB.3 Cost of Bidding-

3.1 The bidder shall bear all costs including bid solicitation documents fee (nominal so as to cover printing/reproduction and mailing costs) and other costs associated with the preparation and submission of its bid and 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. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, Bid Solicitation Documents are those stated below, and should be read in conjunction with any Addendum/Corrigendum issued in accordance with Sub- Clause IB.6.1

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule F: Integrity Pact
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security
 - (ii) Form of Performance Security

 - (iv) Form of Bank Guarantee for Advance Payment
5. Specifications
6. Drawings, if any

IB.5 Clarification of Bid Solicitation Documents

5.1 A prospective bidder requiring any clarification(s) in respect of the Bid Solicitation Documents may notify the Engineer/Procuring Entity at the Procuring Entity's/Engineer's address indicated in the Bidding Data.

5.2 The Engineer/Procuring Entity will respond to any request for clarification(s), which it receives earlier than seven (7) days prior to the deadline for the submission of Bids. Copies of the Engineer's/Procuring Entity's response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have received the Bid Solicitation Documents including a description of the enquiry but without identifying its source.

IB.6 Amendment of Bid Solicitation Documents

- 61 At any time prior to the deadline for submission of Bids, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective bidder, modify the Bid Solicitation Documents by issuing addendum/corrigendum.
- 62 Any addendum/corrigendum thus issued shall be part of the Bid Solicitation Documents pursuant to Sub- Clause 6.1 hereof, and shall be communicated in writing to all buyers of the Bid Solicitation Documents.
- 63 To afford prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Entity may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Procuring Entity shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.8 Documents Comprising the Bid

- 8.1 The bid prepared by the bidder shall comprise the following components:
- (a) Covering Letter
 - (b) Bid Security furnished in accordance with Clause IB.13 as well as bid solicitation documents fee as per Clause IB 3.1.
 - (c) Documentary evidence in accordance with Clause IB.11
 - (d) Documentary evidence in accordance with Clause IB.12.

IB.9 Sufficiency of Bid

- 91 Each bidder shall satisfy himself before bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

- 92 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

- 101 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Unit rate offered for an item shall be considered upto two significant decimal places for evaluation purposes by the Procuring Entity. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 102 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 103 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 111 Pursuant to Clause IB.8, 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.
- 112 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bid Solicitation Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

- 121 The documentary evidence of the Works' conformity to the Bid Solicitation Documents may be in the form of literature, drawings, and data, and the bidder shall furnish documentation as set out in Bidding Data.
- 122 The bidder shall note that standards for workmanship, material and equipment and references to brand names or catalogue numbers if any, designated by the Procuring Entity in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, a Bid Security as stipulated in IFB in the form of Call Deposit Receipt or a Bank Guarantee issued by a Scheduled Bank in Pakistan, in favour of the Procuring Entity valid for a period up to twenty eight (28) days beyond the bid validity date. The bid security shall be submitted from the account of the bidder, who submits the bid. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Entity as non-responsive.
- 13.2 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.3 [“The bid security of successful bidder be retained with the Procuring Entity till completion of the defect liability period and the amount of guarantee will be reduced by an equivalent amount”.]³
- 13.4 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.21, or
 - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
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- 14.4 The Bid shall be submitted through EPADS otherwise, the bid shall be declared Non Responsive.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 The Bid shall be submitted through EPADS otherwise, the bid shall be declared Non Responsive. In the event of the specified date for the submission of bids declared a holiday for the Procuring Entity, the Bids will be opened time on the next working day.
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any bid received by the Procuring Entity after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Entity prior to the deadline for submission of bids.
- 15.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5(a).

E. BID OPENING AND

EVALUATION IB.16 Bid Opening, Clarification and

Evaluation

- 16.1 The Procuring Entity will open the bids, in the presence of bidders or their representatives, who choose to attend, at the time, date, and venue stipulated in the Bid Solicitation Documents.
- 16.2 The name of the bidder, bid modifications, discounts or withdrawals, presence of bid security or affidavit as the case may be and the total amount of each bid and any

alternatives, if so permitted, shall be read out aloud and recorded, and a copy of the record shall be made available to any bidder on request. The Procuring Entity will record the minutes of the bid opening meeting. Bidders or their representatives, who choose to attend the bid opening meeting, shall sign the attendance sheet. To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Entity may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

16.3 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Procuring Entity will determine the substantial responsiveness of each bid to the Bid Solicitation Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Solicitation Documents without material deviations. It will include to determine the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected, and his Bid Security will be forfeited.

16.4 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of then on-conformity.

16.5 Any minor informality or non-conformity or irregularity in a Bid, which does not constitute a material deviation may be waived by Procuring Entity, provided such waiver does not prejudice or affect the relative ranking of other bidders.

16.6 The Engineer/Procuring Entity will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.7 herein below.

(a) It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bid Solicitation Documents.

(b) It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bid Solicitation Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Entity will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
- (ii) making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) making an appropriate price adjustment for deviations in terms of Payments (if any and acceptable to the Procuring Entity).
- (iv) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

16.9 Evaluation Methods

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

- (i) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical noncompliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non-availability of price from other bidders, the price will be estimated by the Engineer/Procuring Entity.

- (ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Engineer/Procuring Entity will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.

- (iii) Price Adjustment for Deviation in Terms of Payments Refer to Bidding Data

IB.17 Process to be Confidential

17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Entity on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Entity. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

Any effort by a bidder to influence Engineer/Procuring Entity in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. A complaint, against any decision, action or omission in the procurement process till the announcement of final results of the bids evaluation under Rule 45 of the KP Public Procurement Rules, 2014 may be made within ten (10) days of making it public in terms of Rule 45 of the Rules *ibid*. Provided that no complaint shall lie against selection of a procurement method and decision to reject all tenders, quotations or proposals, as specified under the KPPRA Act, 2012, and KP Public Procurement Rules, 2014, respectively.

F. AWARD OF CONTRACT

IB.18. Post Qualification

181 The Procuring Entity, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

182 The determination will take into account the bidder's financial and

technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Entity's Right

- 191 Subject to Sub-Clause IB.19.2, the Procuring Entity will award the Contract to the bidder, whose bid has been determined to be substantially responsive to the Bid Solicitation Documents, and who has offered lowest responsive financial bid amongst technically responsive bids, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.18.
- 192 Notwithstanding Sub-Clause IB.19.1, 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 the acceptance of a bid or proposal under Rule 47(1) of the KP Public Procurement Rules, 2014, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Entity's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20 Notification of Award & Signing of Contract Agreement

- 201 Prior to expiration of the period of bid validity prescribed by the Procuring Entity, the Procuring Entity will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 202 Within seven (7) days from the date of furnishing of acceptable

Performance Security under the Conditions of Contract, the Procuring Entity will send the successful bidder the Form of Contract Agreement provided in the Bid Solicitation Documents, incorporating all agreements between the parties.

- 203 The formal Agreement between the Procuring Entity and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Entity.

IB.21 Performance Security

- 21.1 The successful bidder shall furnish to the Procuring Entity a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security

IB.22 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bid Solicitation Documents for all procurement contracts. Failure to provide such Integrity Pact shall make the bid non-responsive.

INVITATION FOR BIDS THROUGH EPADS

REPAIR OF VEHICLES, BUILDING AND ELECTRICAL/IT EQUIPMENT FOR DIRECTORATE GENERAL HEALTH SERVICES FOR FY 2025-26

1. Directorate General Health Services Peshawar invites bids for the repair of vehicles, building and electrical/IT equipment under National competitive bidding through E-PADS.
2. Bidding shall be conducted through single stage single envelope under Rule 6(2)(a) KPPRA Rules 2014. The firms are bound to provide complete information along with its postal as well as valid email address and phone number as incomplete bids will be rejected.
3. Bidding documents can be obtained from the Health Department KP website (www.healthkp.gov.pk), KP-PPRA website (www.kppra.gov.pk), and E-PADS (<https://kp.eprocure.gov.pk>).
4. Bids must be submitted online through E-PADS on or before 10:00 AM 12/05/2026, Tuesday. Bids will be opened the same day at 11:00 AM in the presence of bidders or their authorized representatives at the Directorate General Health Services Office.

Name of Work	Bid Security
Repair of Vehicles	Rs. 100000/-
Repair of Building	Rs. 50000/-
Repair of Electrical Items	Rs. 100000/-

5. Quoted rates will be valid up to 30/6/2026.
6. Vehicles, building and all other electrical items can be examined on an “as-is, where-is” basis during office hours.
7. Bidders are required to offer most competitive lowest rates of quoted items according to specification or best quality inclusive of all the taxes.
8. The under signed reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Procurement Rules 2014.

DIRECTOR GENERAL HEALTH SERVICES
KHYBER PAKHTUNKHWA PESHAWAR
Phone 091-9210189 Fax-091-9210230
Email:dghealthkp2014@gmail.com

INSTRUCTION TO BIDDERS

- A. The bidder/ proponent must submit the proposals on EPAD as per specified procurement method (single stages one envelope)
- B. The proposal shall contain sales tax and Income Tax registration certificate (Mandatory). The proposal shall have complete work plan and delivery schedule without which no weightage will be given in accordance with the bid evaluation criteria.
- C. The bidder must be on Active Tax Payer List
- D. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- E. The proposals should be in accordance with enclosed specifications.
- F. Response time: all bidders shall submit proposals as per these in sufficient on or before close of office at per Advertisement. These will be opened half an hour after the deadline. No proposal in any case shall be accepted after the deadline.
- G. The bidder shall submit an affidavit that it has never been blacklisted.
- H. The bidder will submit bid security money in shape of CDR with procuring entity equal to Rs.100,000/- for of repair of Vehicles and repair of electrical/IT equipment and Rs.50000 for building in the envelope before opening of bids. The bid security money so deposited shall be returned to the depositor after signing the contract.
- I. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.
- J. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- K. The procuring, entity will ask for a performance bank guarantee at 10% of the total contract value. This bank guarantee should be from a scheduled bank.

- L. Contract will be signed with the successful bidders and its terms and conditions will govern the executive of the contract.
- M. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).

1. **Bid Form and Price Schedules**

Date: _____
IFB No: _____

To: Director General Health Services Peshawar
Address:

Gentlemen and/or Ladies:

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver

_____ in conformity with the said bidding documents for the sum of RS. _____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to ___10%__ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening under relevant Clause the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20_____.

signature]

[in the capacity of]

Price Schedule in Pak. Rupees

Name of Bidder _____ IFB Number _____ Page
of _____

Item No.	Description	Quantity	Unit Rate(Rs)	Total Amount (Rs)
1.				

Total (to be carried to Summary of Bid Price)

Signature of Bidder

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

GENERAL TERMS AND CONDITIONS

1. General Terms and Conditions

Following are the General Terms and

- n) The Supplier must be registered with the Sales Tax authorities.
- o) The quote (s) must remain valid 90 days.
- p) All suppliers shall mention all applicable taxes in their quotes. In case any supplier has not done so, the procuring entity while comparing the offers will add the applicable taxes to the total quoted amount for each item.
- q) The request for quotation is non-transferable.
- r) Bid security valuing Rs.100,000/- for of repair of Vehicles and repair of electrical/IT equipment and Rs.50000 for building in shape of CDR must be submitted before opening of bids.
- s) NTN certificate shall be enclosed.
- t) Each supplier can only submit one offer / quote.

Thanking you.

Yours truly
Director General
Health Services
Peshawar

SPECIAL CONDITIONS OF CONTRACT

The Terms & Conditions for bidding process are as under:

1. The bids should be valid for a period of 90 days from the date of bid opening.
2. The Bid/s submitted after due date & time shall not be entertained
3. The firm shall attach attested copies of registration with Sales & income Tax Authorities and shall submit their profiles containing relevant experience, past performance, capability with respect to personnel etc.
4. The firms are bound to provide complete information of the bidder along with its postal as well as valid email address and phone number/s as incomplete bids will be rejected straightaway.
6. The bid must accompany bid security Rs.100,000/- for of repair of Vehicles and repair of electrical/IT equipment and Rs.50000 for building in the form of Call Deposit /Bank Draft (refundable) drawn in favor of Director General Health Services Peshawar.
7. Bids without bid security of the required amount and shape shall not be entertained.
8. Prices should be quoted in Pak Rupees only.
9. Bids/Rates must be inclusive of all Govt. Applicable Taxes.
10. Bid Security of the unsuccessful bidders will be released after signing of contract/ issuing of Purchase Order to the successful bidder.
11. The successful bidder shall supply complete work within 30 days after signing the contract agreement/ issuance of purchase order to the office of undersigned.
12. The successful bidder will provide performance guarantee equivalent to 10% of the bid value in the shape of Bank Guarantee for warranty period in favor of Director General Health Services Peshawar.
13. The bidder shall provide sample/demo where required from the committee before issuance of supply order to the successful bidder
14. Bidders are required to provide one-year warranty for all the items except consumable items under the contract. If during warranty period, the equipment supplied fail to give satisfactory performance and found defective the successful

bidder will rectify the defect at its own cost within a reasonable time, failing which the equipment should be replaced with new one(s) without any cost.

15. Bid security shall be forfeited, if a bidder withdraws his bid within the validity period

thereof or, in case of a successful bidder who repudiates the contract or fails to furnish performance guarantee and as the case may be shall proceed for blacklisting and the supply order will be placed to the next successful bidder(s).

16. Alternative bids of the same items shall not be considered and shall be rejected summarily.

17. The payment will be made after supply, inspection of all requisite items.

18. The lowest responsive bid/offer shall be accepted, meeting the technical specifications.

19. Supply Orders will be placed as per need subject to the availability of funds.

20. The undersigned reserves the right to accept or reject any or all bids as per provisions of KPPRA Rules, 2014.

K. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER

The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.

The suppliers shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project (representing consultant firm /organization)..

The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices.

The supplier shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

Except with the prior written approval of the Client, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services without prior consent of the service providers

The supplier agrees that no proprietary and confidential information received by the supplier from the Client shall be disclosed to a third party unless the supplier receives a written permission from the Client to do so.

Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement:

Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.067% per day (2% per month) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value.

Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;

Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, procuring entity reserves the right to take any action against supplier which it may deem fit under the circumstances including

the blacklisting of the supplier; or

Recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.

L. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

Procuring Entity shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPP Rules 2014.

If a bidder is not satisfied with the decision of the Committee, he may take recourse to the KPK PPRA.

The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by PPRA whose decision will final and binding on both the parties

M. INDEMNITY

The supplier shall at all times indemnify the procuring entity against the claims which may be made in respect of the goods for infringement of any right protected by patent, registration of design or trade mark and shall take all risks of accident of damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract; provided always that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the procuring entity, it shall notify the supplier of the same and the supplier shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise there from.

N. SUB-LETTING CONTRACT

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Service provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

O. BRIBES COMMISSION ETC.

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the procuring entity, shall in addition to any criminal liability which he may incur, subject the contractor to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation under clause 8 hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive.

P. TERMINATION End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and full and final payment has been made.

Termination by the Client

The Client may, by a written notice of thirty (30) days to the supplier, terminate this Agreement. All accounts between the Client and the Service provider shall be settled not later than sixty (60) days of the date of such termination.

Termination by the Supplier

The supplier may suspend the Agreement by a written notice of thirty (30) days only if the supplier does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the supplier after thirty (30) days of notice of suspension, the Supplier/Vendor may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the supplier under such circumstances, the Procuring entity shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the supplier.

Q. FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

R. APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPP Rules 2014.

S. CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

T. NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client

To: The Supplier -----

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

Statement of requirement for repair of Vehicles

Toyota Corolla AA-4402	
S.No	Repair Work
01	Engine Over Hauling
02	Tyres 195-65-R15
03	Complete Front Suspension
04	Complete Back Suspension
05	Engine Foundations
06	Front Back Disk Plates and Polish

Mitsubishi Pick up KG-931	
S.No	Repair Work
01	Tyres 195-R14
02	Dent and Paint
03	Front Bumper
04	Seat Poshing

Hiace CQ-0950	
S.No	Repair Work
01	Full Tuning
02	Oil Filter, Air Filter
03	Tyres

Pick Up B-3507	
S.No	Repair Work
01	Clutch Disk, Clutch Bearing
02	Complete Over Hauling
03	Front Suspension
04	Kamani Bush, Front Back Break Leather
05	Air Filter, Oil Filter
06	Battery

Toyota Corolla AA-1835	
S.No	Repair Work
01	Front Suspension
02	Complete Over Hauling
03	Clutch Disk
04	Air Filter, Oil Filter
05	Engine Seal

06	Back Suspension
07	Automatic Mirror
08	Self-Generator
09	Clutch Bearing

Suzuki Swift AA-2092	
S.No	Repair Work
01	Front Suspension, Disk Plate
02	Shocks
03	Check Light
04	Exhaust Filter
05	Z Link
06	Chimta Bush
07	Ball Joint
08	Steering Box
09	Clutch Disk, Clutch Bearing, Free Wheel Bearing
10	Drum Polish
11	Battery

Toyota Corolla KY 729	
S.No	Front Suspension/ Front Back Disk Pads
01	Front Suspension, Disk Plate
02	Axle
03	Tyres 185-70-R14
04	Shocks
05	Back Suspension, 2B Bush
06	Bearing
07	Drum Polish

Suzuki Jimny A 9242	
S.No	Repair Work
01	Clutch Disk
02	Clutch Bearing
03	Dent and Paint
04	Tyres 285-75-R16

Toyota Corolla XLI 5586	
S.No	Repair Work
01	Head Lights
02	Medset
03	Front Back Leather Disk

04	Front Bumper
05	Tyres R-14
06	Dent and Paint
07	Complete Tuning
08	Seat Polishing

Prado 3469

S.No	Repair Work
01	Front Suspension
02	Shocks
03	Brake Leather for all Tyres
04	Break Lights
05	Switch Board Polishing
06	Bonnet Shocks
07	Front Light
08	Clutch Disks
09	Back Suspension
10	Front Axle
11	Engine Over Hauling
12	Floor Rexine, Interior Service

Toyota Corolla A 2888

S.No	Repair Work
01	Z link
02	Shock Foundation
03	Shock Pad
04	FNSK

Suzuki Cultus AA 2692

S.No	Repair Work
01	Tyres
02	Radiator
03	Axle
04	AC service, AC Gas

X-915

S.No	Repair Work
01	Tyres
02	Break service
03	Break Leather/Drum
04	Suspensions

05	Back Light Cover
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Pick up 5539

S.No	Repair Work
01	Frame

Vigo Pick up 5103

S.No	Repair Work
01	Oil Filter
02	Battery
03	Front Back Break Leather
04	Front Suspensions

Hilux A 8388

S.No	Repair Work
01	Electrician Works
02	Self
03	Clutch Plate
04	Master Cylinder
05	Disk Leather
06	Break Oil/C Oil
07	Bumper repair and Bonnet Catcher
08	Drum Polish, Disk Free wheel Polish
09	Nozel ring, panel warshals
10	Paint

VXR AA1839

S.No	Repair Work
01	Piston Set
02	Main Bigun Set
03	Valve set
04	Valve Guide
05	Head Gaskit
06	Valve Oil Seal
07	Main Oil Seal
08	Radiator
09	Clutch
10	Kam Shaft
11	Carburator
12	Plugs

Suzuki Cultus A 1422	
S.No	Repair Work
01	Engine Over Hauling
02	Suspension
03	Tyres
04	Front Back Lights
05	Bumpers
06	Clutch Plates
07	Steering

Nissan Xtrail AD 2231	
S.No	Repair Work
01	Self
02	Break
03	Clutch
04	Gear Box
05	Front and Back Lights
06	Back Glass
07	Battery
08	Suspensions
10	Tyres

Toyota Land Cruiser A-1034	
S.No	Repair Work
01	Brakes
02	Steering power pump leakage
03	Seat Poshing
04	Dent Paint
05	Tyres
06	Electrician work
07	Battery

Suzuki Bolan A-1514	
S.No	Repair Work
01	Complete Engine Over Hauling/Bore
02	Tyres
03	Break Pads
04	Clutch Disk Set
05	Poshing

Vigo 2630	
S.No	Repair Work
01	Battery

Corolla A-1836	
S.No	Repair Work
01	Complete Engine Over Hauling
02	Front Suspension
03	Dent Paint

Toyota Hilux Double Cabin WAG 901	
S.No	Repair Work
01	4 Tyres size 15

Mitsubishi Double Cabin KG 931	
S.No	Repair Work
01	4 Tyres size 15

Corolla Gli A-4022	
S.No	Repair Work
01	4 Tyres size 15
02	Engine Overhauling

Statement of requirement for repair of Building

Coordination cell	White Wash
ADG Admin Office	
ADG HRM Office	
Litigation Office	
Director Admin Office	
DD Medical record Section	
Integrated Vector Control Program Office	
Planning Cell room 225	
M&R Workshop	
DD Promotion Office	
DD MCH Office	
Ministerial Section	
Paramedics Section	
Audit Section	
Procurement Cell Record Room	
Account section	
DD HRM Office	
Transport Section	

Planning Cell	Washroom Leakage/Sewerage
Director Nutrition Office	
Audit Section	
DD Medical record Section	
DD HRM Office	
DD Promotion Office	
Litigation Section	
Transport Section	
Director Public Health Office	

Planning Cell	Wall repair
Procurement Cell Record Room	

Emergency Gate	Sewrage pipeline replacement, sewrage line is blocked
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Director Admin Office	Fixing of Indian Comode
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Transport Section	One Partition in center of room
	Ceiling fans
	Wiring and electrification works
	Repair of Office chair, sofa and table

Statement of requirement for repair of Electrical and other items

Procurement cell	AC Service
Public health record Section	
Dir Nutrition Office	
DHIS Section	
Accounts Section	
Paramedics section	
Doctor Record Section	
Planning Cell room 225	
Audit section	
DD Medical Office	
homeo section room no 133	
DD HRM Office	
DD Promotion Office	
DGHS Office	
Conference Room	
ADG HRM Office	
DD MCH Office	
litigation Section	
ADG Health services Office	
Integrated Vector Control Program Office	
LHW Cell room no 177 and 176	
Transport Section	

LHW Cell room no 177 and 176	Repair of Computers
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Procurement Cell	Repair of Laptop (Battery replacement)
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Conference Room	Multi Media Lining and Cables
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Conference Room	Repair of Sound System
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Nursing Section	Repair of Printers
EI Section	
Ministerial Promotion Section	
Accounts Section	
Paramedics Section	
ACR Doctors Section	
Planning Cell Room 225	
ADG Admin Office	
DD Medical Office	
ADG HRM Office	
DD MCH Office	
Litigation Section	
LHW Cell Room 176 & 177	

Integrated Vector Control Program Office	Repair of Photo state
Procurement Cell	
Public Health Record Section	
DD Medical Office	
LHW Program Office	

Accounts Section	Repair of Scanner
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U. QUALIFICATION CRITERIA

Following is the qualification criteria. Procuring Entity may add more (in case required) strictly in accordance with the KPPRA Act, Rules.

1. Carrying a National Tax Number (NTN)
2. Sales tax certificate

3. Bidder must be on Active Tax Payer list.
4. Technically qualified and lowest quoted price.
5. Provision of sample with bid for evaluation by committee.
6. Shall provide on a stamp paper an Affidavit stating that the proponent has never been blacklisted by any government/semi-government organizations (procuring entity) under the administrative control of the federal / provincial governments.
7. In case of services, the bidder/s must be registered with (Khyber Pakhtunkhwa Revenue Authority) KPRA. The successful bidder will provide KPRA Registration before signing contract.

BANK GUARANTEE FORM IN RESPECT OF BID SECURITY (to be furnished on non-judicial stamp paper of appropriate value)

Director General Health Services

Address:

1. M/s _____ through their agent _____ (hereinafter called the supplier) are Submitting their offer against your tender enquiry No. _____ for _____ due on _____ and have requested us to issue a bank guarantee for _____ in your favor as bid security to ensure their compliance with conditions of the tender.

2. The Guarantor waiving all objections and defenses and under the aforesaid contract, hereby unconditionally, irrevocably and independently guarantees to pay to procuring entity without delay upon procuring entity's first written demand any amount claimed by procuring entity up to the sum named herein, on procuring entity written declaration that the bidder has refused or failed to fulfill any of the terms of the tender / bid or committed any breach of the tender / bid.

3. Notices in writing of any such breach, of which the Buyer shall be the sole Judge, as aforesaid, on the part of the bidder shall be given by the Buyer to the Guarantor and on each first demand, payment shall be made by the Guarantor of all sums then due under this guarantee unconditionally and without any reference to the bidder or any other person and without any objection.

4. This guarantee is valid up to three months from date of opening of tender. In case the tenderers / bidders _____ are awarded a contract for supply of goods / works / services as per tender enquiry / letter / RFP quoted above, the guarantee will remain valid up to the date of furnishing of an acceptable performance bond on Procuring entity's format.

5. Claim if any must reach us in writing on or before the expiry date after which we will no longer be liable to make payment to you

6. Our liability hereunder is limited to

NAME OF THE BANK
WITH ADDRESS
AUTHORISED OFFICER OF THE BANK

**PERFORMANCE BANK GUARANTEE FORM IN RESPECT OF
PURCHASE ORDER / CONTRACT AGREEMENT**

(to be furnished on non-judicial stamp paper of appropriate value)

WHEREAS <name of procuring entity> having its registered office at _____, by an agreement made between _____ (hereinafter called the supplier/service provider) has awarded the contract (hereinafter called the contract) vide agreement / letter / P.O. No. dated for the supply of goods / works / services specified in the said Purchase Order / contract agreement.

AND WHEREAS in accordance with the provisions of clause _____ of the Contract/Purchase Order the supplier is required to furnish a bank guarantee for the due performance and observance of all the terms provisions and stipulations of the Contract/Purchase Order by the service provider and the service provider has requested Bank Limited to issue the said guarantee for an amount of Rupees _____ (Rs. _____) equivalent to <specify %> of the total value shown in the purchase order.

In consideration of the premises we _____ Bank Limited _____ hereby guarantee irrevocably and unconditionally forthwith to pay to the procuring entity without reference to the service provider on the first demand of the procuring entity in writing stating that the service provider has committed a default under the Contract/Purchase order without any further statement of the particulars of such default and notwithstanding any contestation by the supplier an amount not exceeding Rupees _____

And we _____ Bank Limited hereby further declare that no alteration in the terms of the Contract/Purchase Order or in the scope extent or nature of supplies therein and no allowances of time by the procuring entity under the Contract /Purchase Order nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Contract/Purchase order on the part of procuring entity shall in any way release this Bank from any liability under this guarantee.

The validity of this guarantee shall expire after _____ days on _____ of the completion of delivery of supplies to the procuring entity by the supplier in conformity with the provisions of the Contract/Purchase Order. After its expiry the procuring entity shall return this guarantee to the Supplier for cancellation by this bank.

NAME OF BANK
WITH ADDRESS
AUTHORISED OFFICER OF THE BANK

PURCHASE ORDER / CONTRACT AGREEMENT

The purchase order is the simplest form of contract for procurement between the procuring entity and the supplier. It is used to form a contract by accepting the successful bidder's quotation, where no contract award notice or detailed contract document is required. The purchase order defines the goods to be supplied, the price to be paid for the goods, works or services and the delivery period required.

2. The purchase order shall carry the following information:

- the name of the supplier;
- the date of issue of the Purchase Order;
- the delivery address;
- the name of the procuring entity purchasing the items;
- the Requisition Number;
- the Purchase Order Number;
- the quantity of each item required;
- any part or pattern number for each item;
- a brief description of each item;
- the unit cost or rate for each item; and
- the delivery period and whether the delivery is to be made in lots.

3. For detailed contract agreement, use the General Conditions of Contract, provided herein.