Government of Khyber Pakhtunkhwa Health Department

Bid Solicitation Documents

(REVISED AFTER PRE-BID DATED 22-01-2025)

Tender For

Procurement of Anti-Cancer Drugs

For
"Treatment of Poor Cancer Patients"
For Provision of Access to Cancer Treatment (PACT)

January 2025

Preface

These Bid Solicitation Documents (**BSD**) have been prepared for the procurement of Anti-Cancer Drugs & Medicines for the Project "Treatment of Poor Cancer Patients" for Provision of Access to Cancer Treatment by Government of Khyber Pakhtunkhwa (PACT- KP) through National Competitive Bidding (NCB) under Khyber Pakhtunkhwa Procurement of Goods, Works & Services (KPPRA) Rules 2014.

In order to simplify the preparation of the BSD, these are grouped into two parts based on provisions that are fixed and those that are specific for the current procurement.

Part One includes Instructions to Bidders (ITB) and General Conditions of Contract (GCC).

Part Two has five sections: Section-I which includes Invitation for Bid (IFB), Bid Data Sheet (BDS) & Special Conditions of Contract (SCC). Section-II includes Technical & Financial Evaluation Criteria for the bidder and the intended Goods/Medicines to be procured. Section-III further includes Schedule of Requirements, Technical Specifications and Ancillary Services. Section- IV also contains standardized **MANDATORY** Sample Forms and Schedules to be submitted by the bidder; and Section V contains exceptions to the list of eligible countries for the procurement activity under consideration.

Part-One

FIXED CONDITIONS OF CONTRACT

1. **Instructions to Bidders (ITB)**
2. **General Conditions of Contract (GCC)**

Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully for filling up the Bidding Documents properly in order to become responsive. Non-responsive bids shall be rejected.

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Part-One

Instructions To Bidders (ITB)

Instructions to Bidders

Instructions to Bidders (ITB)

1. Scope of Bid

1.1 The Government of Khyber Pakhtunkhwa, Health Department, through the Project "Treatment of Poor Cancer Patients" – Khyber Pakhtunkhwa invites bids for supply of Anti-Cancer Medicines specified in the Schedule of Requirements along with Technical Specifications and related services incidental thereto with Bid Reference Number for the procurement activity as mentioned in **Bid Data Sheet (BDS).**

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

2. Source of Funds.

2.1 The client as mentioned in the **Bid Data Sheet (BDS)**

3. Eligible Bidders.

3.1 This Invitation for Bids (IFB) is open to all eligible/qualified manufacturers and importers or their authorized agents in Pakistan for supply of Medicines as mentioned in the **Bid Data Sheet (BDS)** and more specifically described in the Schedule of Requirement in Part- Two: Section-III of these BSD.

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

3.3 The Importer/Agent must possess valid authorization from the Manufacturer and shall have to submit a copy of Drug Sell License/ Memorandum of Association/Partnership deed registered with the Registrar of Companies. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Bid Form 3B: Section IV of these Standard Bidding Documents to the effect that they are the qualified Manufacturer of the required specifications of Goods/Medicines.

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

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

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under these Standard Bidding Documents; or

(b) Submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 15.6 of these Standard Bidding Documents. However, this does not limit the participation of subcontractors in more than one bid.

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

4. Corruption and Fraud.

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

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

5. Eligible Goods and Services.

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

6. Cost of Bidding.

6.1 The Bid Solicitation Documents will be available from the date of publishing of the IFB and will be available up to the period as mentioned in the **Bid Data Sheet**. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. Bidding for Selective Items.

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

The Bidding Procedure

8. The Governing Rules.

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

9. Applicable Bidding Procedure.

9.1 The bidding procedure is governed by Rule 6 (2) (b) of Chapter II "Single Stage; Two-envelop Procedure" of Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014. Bidders are advised also to refer to the **Bid Data Sheet (BDS)** to confirm the Bidding procedure applicable in the present bidding process.

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

Two Envelope Procedure

i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal.
ii) The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.
iii) Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened; technical proposal is to determine the technical strength and consideration of the eligibility of the firm for the bidding process, which is to be carried out before the opening of the financial bids.
iv) The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Procuring Agency without being opened.
v) The Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements (see the clause on exception in evaluation criteria);

vi) During the technical evaluation no amendments in the technical proposal shall be permitted;
vii) The financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;
viii) After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non- responsive shall be returned un-opened to the respective Bidders and
ix) The bid found to be the most economically advantageous bid/ highest evaluated bid using merit point average evaluation methodology shall be accepted.

The Bidding Documents

10. Contents of the Bidding Documents

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

(a) Instructions to Bidders (ITB)
(b) Bid Data Sheet (BDS)
(c) General Conditions of Contract (GCC)
(d) Special Conditions of Contract (SCC)
(e) Evaluation Criteria
(f) List of Required Cancer Medicines
(g) Schedule of Requirements
(h) Distribution Plan for Health Institutions
(i) Technical Specifications/Sample Size & Ancillary Services
(j) Sample Forms & Schedules

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

10.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the BSD. Failure to furnish all information required by the BSD or to submit a bid not substantially responsive to the Bid Solicitation Documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

11. Clarification(s) on Bidding Documents.

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

12. Amendment(s) to the Bidding Documents.

12.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, whether in a Pre-Bid Meeting to be held on a date specified in the **Bid Data Sheet (BDS)** may modify the Bidding Documents by amendment(s).

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

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

Preparation of Bids

13. Language of Bids.

13.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

14. Documents comprising the Bids.

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

[1] In this case, Project Director Treatment of Poor Cancer Patients, Peshawar, Khyber Pakhtunkhwa is the Procuring Agency.

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

15. Bid Price.

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

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

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

15.4 The Bidder is required to offer a competitive price which must include all the taxes, duties, prescribed price and any other price as mentioned in the **Bid Data Sheet (BDS)** where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties, transportation, insurance etc.

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

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

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

16. Bid Currencies.

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

17. Samples.

17.1 The Bidder shall provide samples of quoted goods along with the bid at his own cost and in a quantity prescribed by the Procuring Agency in Part-Two: Section III of these BSD. However, samples of cold chain

(Perishable) goods, if any, will be called later at the time of technical evaluation of bids.

18. Documentation on Eligibility of Bidders.

18.1 Bidder shall furnish, as part of its bid, the Bid Form provided in Part-Two: Section IV of the Standard Bidding Documents as specified in the **Bid Data Sheet (BDS),** establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted. These Bid Forms are **MANDATORY** and non-submission of any of these forms shall make the bid unresponsive.

18.2 Technical Bid Proformas provided in Part-Two: Section IV of the BSD for the preparation of Technical Bids by the bidder to be submitted with quotations as specified in **Bid data Sheet (BDS).**

18.3 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible bidder as defined under ITB Clause 3 of these Standard Bidding documents above.

19. Documentation on Eligibility of Goods.

19.1 The Bidder shall furnish, as part of its bid the Bid Form provided as in Part-Two: Section IV of these Standard Bidding Documents as specified in the **Bid Data Sheet (BDS)**, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

20. Bid Security.

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

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

20.3 The bid Security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity; or

(b) in the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a Performance Security/Guarantee for the duration of the contract.

21. Bid Validity. 21.1 Bids shall remain valid for the period identified in the **Bid Data Sheet (BDS)** after the date of opening of technical bid prescribed by

the Procuring Agency. A bid valid for a period shorter than the one prescribed in the Bid Data Sheet (BDS) shall be rejected by the Procuring Agency as non-responsive.

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

21.3 Bidders who:

(a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and

(b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

22. Format and Signing of Bids AND Other IMPORTANT Instructions Regarding Responsiveness and Qualification of Bids and Bidders.

22.1 The Bidder shall prepare and submit its bid and provide original or attested documents, as appropriate in a tape binding form. Copies of any documents must be signed and stamped by the bidder.

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

22.3 The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder tothe Contract. The person or persons signing the bid shall initial all pages of the bid form.

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

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

22.6 Any conditional or alternate offer shall result in rejection of the Bid.

22.7 Any attempt to misrepresent or falsify facts or information in any form to influence evaluation, such as attaching publications/

trials conducted for the original/innovator molecule in place of the quoted generic medicine applied for, attaching application for registration rather than actual registration certificate or cGMP certificate for other drugs or manufacturing sites where the medicine quoted in the bid was not manufactured and such like acts, shall lead to disqualification and black-listing of the concerned firm as a whole which may be for a period of at least one year, extendable by the Technical/Supervisory Committee in case of serious breach of contract.

22.8 Any bid that does not include mandatory bid forms (Section-IV of SBD and ITB Clause 18 and 19) shall be declared primary unresponsive bid and shall be rejected.

Submission of Bids

23. Sealing and Marking of Bids.

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

23.2 The inner and outer envelopes shall:

(a) Be addressed to the Procuring Agency at the address given in the Invitation for Bids; and

(b) Bid Reference Number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," the time and the date specified in the **Bid Data Sheet (BDS)** for opening of Bids.

23.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as "**non-responsive**" or "**late**".

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

24. Deadline for Submission of Bids

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

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

25. Late Bids

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

26. Withdrawal of Bids

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

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

Opening and Evaluation of Bids

27. Opening of Bids by the Procuring Agency.

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

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

27.3 All Bidders in attendance shall sign an attendance sheet.

27.4 The Purchaser shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, category tendered for, any discounts, any bid modifications or withdrawal, the presence or absence of requisite bid security, unit as well as total bid price and such other details as the Purchaser, at its discretion, may consider appropriate if not in conflict with the Procurement of Goods, Works and Services Rules, 2014. Absence of Mandatory Bid Forms referred to in ITB Clause 18 and 19 (Section-IV of BSD) shall lead to rejection of bid being primary unresponsive bid.

27.5 Also see important information in Section 22 above.

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

27.7 No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

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

28. Clarification of Bids.

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

29. Preliminary Examination.

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

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

a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.

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

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

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

29.4 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, **which includes all the mandatory bid forms (Section IV) and conforms to all theterms and conditions of the bidding documents without material deviations**. Deviations from, or objections or reservations to critical provisions, such as those

Concerning Applicable Laws, Taxes, strep code fee & Duties and internationally recognized best practices shall be deemed to be a material deviation for technical proposals and Bid Security for financial proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

30. Evaluation of Bids.

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

30.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these BSDs. Merit Point Evaluation Methodology shall be used to identify the Most Economically Advantageous Bidder (see technical and financial evaluation criteria).

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

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

31. Qualification of Bidder

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

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

31.3 The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the most economically advantageous responsive bid is qualified to perform the Contract satisfactorily.

31.4 The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications

submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the manufacturing plant/ production capacity/ warehousing system/ practices by a team of experts for assessment, if it deems necessary.

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

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

32. Rejection of Bids

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

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

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

33. Re-Bidding

33.1 If the Purchaser rejected all bids in pursuant to ITB Clause 32, it may call for a re-bidding. The Purchaser, if it deems necessary may prescribe another method of procurement not inconsistent with the Procurement of Goods, Works and Services Rules, 2014.

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

34. Announcement of Evaluation Report

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

35. Contacting the Procuring Agency.

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

35.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

Award of Contract

36. Acceptance of Bid and Award Criteria.

36.1 The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Part-Two: Section II of these Standard Bidding Documents and having been declared the Most Economically Advantageous Bid through the Merit Point Evaluation Methodology, if not in conflict with any other law, rules, regulations or policy of the Government of Khyber Pakhtunkhwa, shall be awarded the Contract, within the original or extended period of bid validity.

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

37.1 The Procuring Agency reserves the right at the time of award of Contract or at a later time to increase or decrease the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Final quantity of goods/medicines ordered shall be on as required by patient basis.

38. Notification of Award.

38.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted.

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

38.3 The enforcement of the Contract shall be governed by the Procurement of Goods, Works and Services Rules, 2014.

39. Limitation on Negotiations.

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

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

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

Negotiations shall not be used to (except for Proprietary Products):

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

40. Signing of Contract.

40.1 After the completion of the Contract Negotiations the Purchaser shall send the Bidder the Contract Agreement Form provided in Part- Two: Section IV of these BSDs, incorporating all agreements between the Parties.

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

40.3 Unless the procurement contract has already entered into force, a contractor or supplier feeling aggrieved by the order of a Purchaser accepting a bid may file an application for review in accordance with Rules of Procurement of Goods, Works and Services Rules, 2014.

40.4 If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de-barred from future participation for a period not less than one year. In such situation the Purchaser may award the contract to the next most economically advantageous bid or call for new bids.

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

41. Bid Security.

41.1 Mandatory Bid Security / Earnest Money amounting to a flat rate of Rupees Fifteen Hundred Thousand only (Rs.1500, 000/-) from each bidder in the shape of **Call Deposit Receipt (CDR) or Bank Guarantee**in the name of the Project Director (Treatment of Poor Cancer Patients) is required to be submitted in original along with the Financial Bid within its sealed envelope and shall be from the account of the firm (manufacturer / importer).

Part-One

General Conditions of Contract (GCC)

Table of GCC Clauses

General Conditions of Contract (GCC)

1. Definitions	1.1	In this Contract, the following terms shall be interpreted as indicated: (a) "The Contract" means the agreement entered into between the Purchaser [Project Director for the Project "Treatment of Poor Cancer Patients"] and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein. (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations. (c) "The Goods" means all those supplies/drugs/medicines that the Supplier is required to supply to the Purchaser under the Contract. (d) "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Government of Khyber Pakhtunkhwa, transportation of goods up to the desired destinations, installation and other such obligations of the Supplier covered under the Contract. (e) "GCC" means the General Conditions of Contract contained in this section. (f) "SCC" means Special Conditions of the Contract. (g) "The Purchaser" means the Client as mentioned in the SCC. (h) "The Supplier" means the individual or firm supplying the goods under this Contract. (i) "Day" means calendar day.
2. Application	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Source of Import	3.1	All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.
	3.2	For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.
4. Standards	4.1	The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
	4.2	In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
	4.3	If the Supplier provides substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by Project director of the programme the price difference shall be paid by the Supplier.
	4.4	In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e. removal from purchaser's premises, burning, dumping, or incineration.
5. Use of Contract Documents and Information.	5.1	The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
	5.3	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and

		shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
	5.4	The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records or premises relating to the performance of the Supplier.
6. Patent Rights	6.1	The Supplier shall indemnify the Purchaser against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
7. Performance Security/ Guarantee	7.1	Within ten (10) days of receipt of the notification of Contract award, or receipt of the supply order, the successful Bidder shall furnish to the Purchaser, the performance security in the amount specified in SCC. **OR** the supplier may choose for the amount to be deducted from payment to be made to the supplier at initial supply and returned after successful completion of the contract. Performance security/guarantee once deposited/ deducted with the initial order or deducted by the supplier after the initial order shall be valid for all subsequent orders and shall remain with the Purchaser till the end of the contract period.
	7.2	The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	7.3	The performance security/guarantee shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms: (a) CDR. (b) the required amount can also be deducted from the payment to thesupplier after delivery of medicines at the first order.
	7.4	The performance security/guarantee will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in **SCC**.
8. Submission of Samples		Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.

9. Ensuring storage arrangements		To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least one (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made.In case the Supplier abides by the given time frame it shall not be penalized for delay.
10. Inspections and Tests	10.1	The Purchaser or its representative shall have the right to inspect and/or to test the goods in accordance with the procedure given in the **SCC** to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The products may be sent for testing at the cost of supplier.
	10.2	All costs associated with testing shall be borne by the Supplier.
	10.3	The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.
	10.4	Nothing in GCC Clause 10 shall in any way release the Supplier from any warranty or other obligations under this Contract.
11. Packing	11.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The supplies shall be rejected if not packed appropriately according to the requirements.

	11.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in **SCC**, and in any subsequent instructions ordered by the Purchaser.
12. Delivery and Documents	12.1	The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
	12.2	The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
	12.3	The goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the buyer after the Goods have been delivered;
13. Insurance		The supplier shall be solely responsible for Insurance of the Goods subject to the contract.
14.Transportation	14.1	The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
	14.2	All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.
15. Incidental Services		The Supplier shall be required to provide the incidental services as specified in the **SCC** and the cost of which is included in the total bid price.

16. Spare Parts		As specified in **SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and (b) in the event of termination of production of the spare parts: (c) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and (d) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
17. Warranty	17.1	All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the **SCC**.
	17.2	The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
18. Payment	18.1	The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed in **SCC** and annexed to this contract after deduction of all applicable taxes and duties etc.
	18.2	The currency of payment shall be Pakistan Rupee.
19. Prices		Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract.

20. Change Orders	20.1	The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 33 for notices, make changes within the general scope of the Contract in any one or more of the following: (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) the method of shipment or packing; (c) the place of delivery; and/or (d) the Services to be provided by the Supplier.
	20.2	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 Purchaser's change order.
21. Contract Amendments		No variation in or modification of the terms of the Contract shall be made.
22. Assignment		The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
23. Subcontracts		The Supplier shall not be allowed to sublet and award subcontractsunder this Contract.
24. Delays in the Supplier's Performance	24.1	Delivery of the goods shall be made by the Supplier in accordance with the time schedule/supply schedule prescribed by the Purchaser in the Schedule of Requirements.

	24.2	If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.
25. Liquidated Damages & Penalties	24.3	Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the **SCC**, unless the parties to this contract mutually agree for extension of time. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s)specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in **SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 26. Applicable rate for penalties in case of a breach of contract by the supplier regarding delivery of Goods is specified in the Supply Schedule in Part-II: Section-III.

26. Termination for Default		The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part: (a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract and subsequent purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause24; or (b) if the Supplier fails to perform any other obligation(s) under the Contract. (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause Corrupt and fraudulent practices means: *the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty."*
27. Force Majeure	27.1	Notwithstanding the provisions of GCC Clauses 24, 25 & 26, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics/pandemics, quarantine restrictions and freight embargoes.

	27.2	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of purchase order under the Contract and inform the Supplier of its findings promptly.
	27.3	Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
28. Termination for Insolvency		The Purchaser may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.
29. Termination for Convenience	29.1	The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	29.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: (a) to have any portion completed and delivered at the Contract terms and prices; and/or (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
30. Arbitration and Resolution of Disputes	30.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

	30.2	If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator/Grievance Redressal Committee (Steering/ Supervisory Committee of the Project to act as arbitration committee/grievance redressal committee) for resolution through arbitration.
	30.3	In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time) in a court of relevant jurisdiction as mentioned in the **SCC**. Any dispute should preferably be referred to the Steering/Supervisory Committee of the Project nominated by the Government of Khyber Pakhtunkhwa, Health Department that will also act as arbitration/dispute resolution committee.
31. Governing Language		The Contract shall be written in English language. Subject to GCC Clause 32, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.
32. Applicable Law		This Contract shall be governed by the Laws of Pakistan and the courts of Peshawar, Khyber Pakhtunkhwa, shall have exclusive jurisdiction. All disputes should preferably be settled with the dispute resolution committee as described in 30.3.
33. Notices	33.1	Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in **SCC**.
	33.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
34.Taxes & Duties		All taxation as well as duties etc, whether International, Federal, Provincial or Local, shall be borne by the Supplier.

PART-TWO

VARIABLE CONDITIONS OF CONTRACT

SECTION-I: Procurement Specific Provisions

SECTION-II: Evaluation and Qualification Criteria

Drugs & Cancer-related drugs etc

SECTION-III: Schedule of Requirements 63

Cancer-related Drugs etc.

HEALTH DEPARTMENT
"Treatment of Poor Cancer Patients (TPCP)" Procurement of Anti-Cancer Medicines

1. Govt. of Khyber Pakhtunkhwa Health Department, through Project Director **Treatment of Poor Cancer Patients (TPCP),** Peshawar invites sealed bids from eligible bidders (manufacturers or authorized importers) to procure anti-cancer and related medicines on the prescribed Bid Solicitation Documents (BSD).

2. The Project "Treatment of Poor Cancer Patients" envisages Provision of Access to Cancer Treatment (**PACT**) to all cancer patients of Khyber Pakhtunkhwa. Under the Project, free treatment with high quality medicines is being provided considering the hardships faced by cancer patients and their families due to extremely high cost of cancer medicines.

3. Interested bidders may download the Bid Solicitation Documents (BSD) from below mentioned web-sites**: i)https://www.hmckp.gov.pk ii)https://www.healthkp.gov.pk/, iii) http://www.kppra.gov.pk/** on the date of publication of this IFB.

4. The bidding procedure shall be governed by Rule 6 (2) (b) of Chapter II "Single Stage; Two- envelop Procedure" of Khyber Pakhtunkhwa Public Procurement of Goods, Works, and Services Rules, 2014.

5. Bids must be delivered at the address given below at or before **12:00 pm on 31st October 2024 (Thursday).** Late bids will be rejected. Bid Security amounting to **Rs. 1,500,000** from the account of the firm/bidder/contractor who submits the bid in the name of Project Director TPCP is required to be submitted separately in an envelope containing the financial bid. An undertaking to the effect that the requisite Bid security has been attached with the financial bid has to be provided along with the technical bid.

6. Bidders must ensure to enclose all mandatory bid forms mentioned in Section-IV of the BSD in order to be declared responsive. No chance will be given to unresponsive or late bidders. Any alterations in any part of the BSD or any conditional offer will result in disqualification.

7. Pre-bid meeting shall be held to clarify important points in BSD and answer any questions from bidders on **17th October 2024 (Thursday).** Those who wish to contact via e-mail can do so at e-mail address given below till **15th October, 2024 (Tuesday)**. No suggestions/clarifications will be accepted after the due dates. Any changes made in BSD in view of these suggestions will be posted on above mentioned websites for all bidders to note.

8. Bids will be opened in the presence of the bidders or their authorized representatives, who choose to attend, at **12:30 pm** on **31st October 2024 (Thursday) at Family Care Center (FCC) Conference Room, HMC Peshawar**

9. Bidders are requested to give their best and final unit prices as per the Specifications & Rate Table in Part-Two of the BSD as no negotiations on the prices are allowed (except for proprietary products).

Note: Project Director of the Project has the right to reject any or all bids by assigning reason under ITB Clause 32 of the BSD and as per KPPRA rules.

Project Director,
Treatment of Poor Cancer Patients, Peshawar

Address for submitting bids:

Family Care Center (FCC) Conference Room, HMC Peshawar Telephone(s): +92-91- 921 7140-46

Email: i) projectdirector.tpcp@gmail.com

Part-Two

Section I: Procurement Specific Provisions

Bid Data Sheet (BDS)

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.

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

ITB Ref	Description	Detail
ITB Clause 1.1	Bid reference number	**Oncology Tender/Drugs/PACT-2024-25.**
ITB Clause 2.1	Name of Client & source of funds	**Treatment of Poor Cancer Patients**
ITB Clause 3.1	Name of Goods	**Anti-cancer/related drugs**
ITB Clause 6.1	Commencement date of downloading/provision of Bidding Document	7th October 2024 (Monday)
ITB Clause 6.1	Closing date of Bid	**29th January 2025, (10:30AM)**
ITB Clause 7	Bidding for Selective Items / Lots	**Yes**
ITB Clause 9.1	Bidding procedure	Single Stage: Two Envelope Procedure described above.
ITB Clause 11.1	Clarification(s) on Bidding Documents	**Project Director,** "Treatment of Poor Cancer Patients" for Provision of Access to Cancer Treatment (**PACT**)**,** Govt. of Khyber Pakhtunkhwa,

ITB Clause 12	Pre-Bid meeting method and last date.	Pre-bid meeting shall be held to clarify important points and answer any questions from bidders on **22nd January 2025**. E-mail suggestions, questions and clarifications will be entertained till **23rd January 2025, 12:00 PM.** No suggestions/ clarifications will be accepted after the due dates and time. Any changes made in BSD in view of these suggestions shall be posted on https: www.hmckp.gov.pk https://www.healthkp.gov.pk/ http://www.kppra.gov.pk/
ITB Clause 13	Language of bid	English
ITB Clause 14.2	Specific Description of Goods in the Bidding Documents	Anti-cancer related medicines
ITB Clause 15.4	Bid Price	Inclusive of all taxes, duties and transportation charges. The quoted price selected by the Client/Purchaser shall be valid for 30th June 2025 from the date of signing of contract.
ITB Clause 16	Currency of Bid	PKR (Pakistani Rupee)
ITB Clause 18.1	Name of the Bid Form (**mandatory**)	Bid Form 3 (A)
ITB Clause 18.2	Technical Bid Proforma	Sample Evaluation Proforma
ITB Clause 19.1	Name of the Bid Form (**mandatory**)	Bid Cover Sheet & Bid Form 2 (Affidavit)

ITB Clause 20	Amount of Bid Security / Earnest Money	The Bidder shall furnish, as part of its bid, Bid Security/Earnest Money amounting to Rs.1,500,000/-, shall be submitted from the account of the firm/bidder/contractor who submits the bid in the name of Project Director Treatment of Poor Cancer Patients with Financial Bid within its sealed envelope and shall be from the account of the firm (manufacturer / importer). Ordinary crossed or open Cheques shall not be acceptable as Bid's security.
ITB Clause 21	Bid validity period	90 days
ITB Clause 24	Last date and time for the receipt of bidding document	**29th January at 10:30 AM. Late bid shall be rejected.**
ITB Clause 27	Date, time and venue of opening of technical bids	**11:00 AM, 29th January 2025 at Family Care Center (FCC) Conference Room, HMC Peshawar**
ITB Clause 30.2	**Evaluation of Bids**	Bids shall be evaluated as per Merit Point Methodology described in evaluation criteria with the following weightages to the scores: **Technical Score: 70 marks** **Financial Score: 30 marks** Contract shall be awarded to the bidder who emerges as the **Most Economically Advantageous Bidder (also known as Best Evaluated Bid)** and gets the maximum marks in the Combined Evaluation Score based on Technical Score of 70 marks and the Financial score of 30 marks mentioned at the end of the Evaluation Criteria in Section-II, Part-II of the Standard Bidding Documents. Details are given in the Evaluation Criteria section.

ITB Clause 31.3	**Qualification of Bidders**	Bidder must be responsive at initial bid opening and must have complied with relevant instructions in the BSD (**see section 22 in Instructions to Bidders in Part One above**). Responsive and technically qualified bidder achieving the highest marks in the Combined Evaluation (lowest evaluated bid/most economically advantageous bid) shall be awarded the Contract. However, the Client may verify past performance through the original Customer Satisfaction Certificates to confirm whether the bidder can still perform the contract.
ITB Clause 36.1	Acceptance of Bids & Contract Award	Contract shall be awarded to the best evaluated bid that gets the maximum marks in the Combined Evaluation Score for achieving highest medicine quality and efficacy at the lowest possible price. The Government of Khyber Pakhtunkhwa, Health Department, may enter into an MOU (Memorandum of Understanding) with the firm / bidder in case of proprietary item (s) / Single bidder (s) (if found technically and financially responsive). And / or The Government of Khyber Pakhtunkhwa , Health Department may negotiate in case of single complying bid as mentioned in KPPRA Rule 42, 42A (Amended) vide notification No. SO(A)/FD/1-40/2022, Dated. 17th August 2022.
ITB Clause 40.5	Duration of Contract	Till 30th June 2025 May be Extendable to another year up to a maximum of three years as per KPPRA Rule 31-A (2) (Amended) vide notification No. SO(A)/FD/1- 40/2022, Dated. 17th August 2022.

Part-Two

Section II: Procurement Specific Provisions

Special Conditions of Contract

Table of Clauses

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (c)—The Goods are: **Anti-cancer-related medicines & drugs.**

GCC 1.1 (g)—The Purchaser is: Project Director TPCP, Peshawar

GCC 1.1 (h)—The Supplier is: _____

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in **Part Two: Section V** of the Standard Bidding Documents, "Eligibility for the Provisions of Goods, Works, and Services."

3. Standards (GCC Clause 4)

GCC 4.1 — **Drugs' Shelf Life:** During the time of delivery of drugs by the bidder, the shelf- life must not be less than twelve months **or** in case of imported drugs/items not be less than **65%**, while it shall not be less than **85%** for locally manufactured drugs**.** Focal Person of the project shall make the final decision in case of any special circumstances.

4. 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 or the prescribed Bank Guarantee or deducted by the Purchaser from the payment to be made to the supplier at the first order and this shall be valid for the rest of the contract period for or subsequent orders.

[The following provision shall be used in the case of Goods having warranty obligations.]

GCC 7.4 — After delivery and acceptance of the Cancer-related medicines, the Performance Security shall be returned after successful completion of the contract in accordance with Warranty Clause GCC 17.1.

5. Ensuring Storage Arrangements (GCC Clause 9)

The supplier is required to inform the Purchaser at least two weeks before the supply of the Cold Chain Stocks.

6. Inspections and Tests (GCC Clause 10)

GCC 10.3—Inspection and tests prior to delivery/shipment of Goods and at final acceptance are as follows: **Final Acceptance by the Project Director, Treatment of Poor Cancer Patients, and / or Inspection/Purchase Committee** of the Project.

Inspections & tests may include re-verification of import of raw materials/API or any other aspect of drugs manufacturing from vendor or manufacturer or DRA by the Purchaser if the purchaser feels that sufficient time has elapsed between the manufacturer's pre- qualification/post-qualification and tender evaluation. Verification/test may also include testing the quality of the drug in a Drug Testing Laboratory (DTL) at the Suppliers expense. Purchaser may also physically inspect the manufacturing plant or storage depot, and cold chain facility.

7. Packing (GCC Clause 11)

Applicable as required by the Purchaser – see technical specifications.

8. Delivery and Documents (GCC Clause 12)

Applicable Delivery Mode: **Delivered Duty Paid (DDP) of Incoterms 2011**

GCC 12.3—*In case of Import or as required otherwise, upon shipment,* the Supplier shall notify the Purchaser the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document, if required by the purchaser. The Supplier shall mail the following documents to the Purchaser:

(i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
(ii) copies of the usual transport document (for example, a negotiable bill of landing/bill of entry along with valid GDs, CPR (cash payment receipt), 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, (if required by the purchaser);
(v) Manufacturer's or Supplier's warranty certificate;
(vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report (if required); and
(vii) Certificate of origin.

9. Insurance (GCC Clause 13)

GCC 13.1— The Goods supplied under the Contract shall be **Delivered Duty Paid (DDP)** under which risk is transferred to the buyer / concerned Health Institution after Cancer-related drugs having been delivered to its desired destination, hence travel and insurance coverage is seller's responsibility for arranging appropriate coverage.

10. Warranty (GCC Clause 17)

GCC 17.2—In partial modification of the provisions, the warranty period shall be from date of acceptance of the Drugs as per Section 23 of the Drug Act 1976.

(a) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. *The rate of these liquidated damages shall be 0.5% per week of the total contract price for a period of two months, after two months their CDR of PKR. 1,500,000 should be forfeited as a penalty to liquidated damages*

11. Payment (GCC Clause 18)

GCC 18.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Payment shall be made in **Pak. Rupees** through **crossed cheque** in the following manner:

(i) **On Delivery and after approval of Inspection Committee:** Contract Price of the Goods shall be *paid to supplier within sixty (60) days after delivery of intended goods by the Purchaser*

In case of an import, payment of local currency portion shall be made in Pak Rupees within *sixty (60) 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.

(iii) In case the drug testing is not required by the Purchase Committee, 100% payment shall be made to the supplier upon completed delivery.

(iii) All applicable taxes and duties (International, Federal as well as Provincial/Local)shall be deducted at Government prescribed rates. In case of imported items, the supplier shall be bound to submit valid import documents with the claims for exemption of taxes.

12. Liquidated Damages (GCC Clause 25)

GCC 25.1—Applicable rate: **0.5% per week** or **of the total Contract price**

Maximum deduction: **= Flat CDR of amounting 1.5 million PKR**

13. Supply Duration (GCC Clause 29)

GCC 29.2—The supply duration for local products shall be 30 days and for imported products shall be 45 days without penalty

14. Disputes Resolution (GCC Clause 31)

GCC 31.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 31.2 shall be as follows:

In case of dispute, the dispute may be referred to the Steering/Supervisory Committee of the Project fordispute resolution/grievance redressal by the said committee.

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 shallbe of Peshawar, Khyber Pakhtunkhwa.

15. Governing Language (GCC Clause 31)

GCC 31.1—The Governing Language shall be: **English**

16. Applicable Law (GCC Clause 32)

GCC 32.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistanwhich includes the following legislation:

- **The Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act 2012.**
- **Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules2014**
- **The Drug Act 1976 & Rules framed there under.**
- **The DRAP ACT 2012 & Rules framed there under.**
- **The Arbitration Act 1940**
- **The Contract Act 1872**
- **The Employment of Children (ECA) Act 1991**
- **The Bonded Labour System (Abolition) Act of 1992**
- **The Factories Act 1934**

17. Duties & Taxes (GCC clause 34)

The Unit price quoted by the bidder shall be: **inclusive** of all duties, taxes, Insurance, transportation and any other ancillary charges, based on Delivery Duty Paid Incoterms2011 Regime. Also see at 11; GCC clause 18.1 (iv).

18. Notices (GCC Clause 33)

GCC 33.1—Purchaser's address for notice purposes**:**

Project Director Treatment of Poor Cancer Patient
Telephone(s): +92-91- 921 7140-46
E-mail: projectdirector.tpcp@gmail.com

Supplier's address for notice purposes: _____

SECTION-II

Evaluation Criteria

Cancer-related Medicines & Drugs

Technical Evaluation Criteria for Anti-Cancer Drugs

Mandatory Requirements:

Please provide attested copies of the following Tax related valid documents:
i. National Tax Number (NTN) of the Firm for Income Tax, and
ii. Last year Income Tax Return of the Firm; and
iii. Sale Tax Registration Certificate of the Firm; and
iv. Certificate of Professional Tax of the Firm.

In case of being a Manufacturer, the Firm should provide attested copies of the following documents also:
i. Valid Drugs Manufacturing License issued by the Drugs Regulatory Authority of Pakistan (DRAP); and
ii. Valid Product Registration Certificate issued by the DRAP for the item/s quoted by the Firm for this bidding competition.
iii. Valid cGMP certificate issued by DRAP or cGMP inspection report by the DRAP (only quoted products of the Section (s) shall be considered whose GMP Inspection Report is declared satisfactory and/or which are mentioned in the GMP Certificate). Satisfactory inspection report of the area Federal Inspector of Drugs (FID) duly signed by him/her on the original inspection book of the manufacturer. Copies of the cGMP inspection report shall not be considered moreover routine inspections carried out by the FID shall not fulfill this requirement and only the inspections carried out for issuance of cGMP certificate shall be considered (Application of Renewal of cGMP along with copy of the fee challan shall be submitted with the cGMP inspection report and the same shall be verified by the MCC experts during physical inspection of the firm).
iv. Valid **DRAP Approved Price List** of the quoted item/s.

In case of being Importers, the Firm should provide attested copies of the following documents also:
i. Valid Drugs Sales License for the importer; and
ii. Valid Product Registration Certificate issued by the DRAP for the imported item/s quoted by the Firm for this bidding competition; and
iii. Valid Agency Agreement with the Foreign Principal Manufacturer entity/ies; and

iv. Valid cGMP/ Certificate of Pharmaceutical Product (COPP)/ Certificate of Medicinal Product (COMP) of the Principal Manufacturer for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s, Certificate on company's own letter head shall not be acceptable. **Non provision of the certificate shall lead to disqualification of the firm**. and
v. Valid Free Sale Certificate for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s. Non provision of this document shall lead to disqualification of the firm; and
vi. Valid DRAP approved Price List of the quoted items.

Attention: Bidders must carefully read the instructions in the **Bid Data Sheet** & **Special Conditions of Contract** in Section-I (specially mandatory bid forms to be submitted with the Bid mentioned in ITB Clause 18 and 19) and in **Technical Evaluation Criteria** in Section-II of the BSD to submit the requisite documents in the sequence indicated in the Technical Evaluation Criteria as per their Serial Number below. Bidders must place the said documents by creating eight sections in their Technical bids for evaluation purpose. Non-compliance to the stated instruction may lead to their delay in evaluation or technical disqualification. No chance will be provided for re-submission for primary/mandatory bid documents. Provision of company procedure for rejected batches should be attached with bids on official letterhead.

Technical Evaluation Criteria (70 Marks):

S. No.	Parameters	Detail	Maximum Grade/ Marks	Remarks
1.	**Raw material and its source gradation** □ active and □ inactive (For API or finished product).	i) The bidder (local manufacturer / multi-national manufacturer / importer) shall provide Analytical/Quality Assurance/ Approval Certificates for the manufacturing or marketing of each quoted product from any of the following categories of the Drug Regulatory Authority of the Country of Origin to achieve the corresponding evaluation grades.		Certificate of Analysis/ / Approval / Quality Assurance Certificate duly verified/attested by official of the company shall be submitted along with the Technical Bid asa mandatory requirement. Importers must submit agency agreement/ approval with the original manufacturer duly attested/verified by official of the company. Detailed purchase trail of raw material from the claimed source shall be submitted (any proof of purchase e.g invoice etc.) Maximum marks for this criterion are 40.
		<u>Category A – Approval By:</u> • United States Food & Drug Administration (US-FDA) • European Medicines Agency (EMA) • Medicines & Healthcare Products Regulatory Agency (MHRA), UK • Therapeutic Goods Administration (TGA), Australia	**40**	

		• Pharmaceutical Medical Agency (PHARMAC), New Zealand • Pharmaceutical & Medical Devices Agency (PMDA), Japan • Swiss Agency For therapeutic drugs (Swiss-medic), Switzerland • Health Canada • Health Sciences Authority (HAS), Singapore • National Administration of Drugs, Food& Medical technology (ANMAT), Argentina • Drug Regulatory Authorities of the SRA (Stringent Regulatory Authorities) countries		
		Category B – Approved By: Agência Nacional de Vigilância Sanitária (ANVIS), Brazil Central Drug Standard Control Organization (CDSCO), India Drug Regulatory Authority, Pakistan National Pharmaceutical Control Bureau (NPCB), Malaysia Food & Drug Administration, South Korea Ministry of Health, Egypt Ministry of Health, Turkey China Food & Drug Administration Any other source not mentioned in Category-A	30	
2	Bio-Equivalence (BE) / Bio- Similar (BS) or Bio-waiver (BW) Study/Certificate From an accredited lab of SRA countries (Stringent Regulatory Authorities).	BE/BS/BW certificate obtained for the quoted product from **Category A** Country (as mentioned above at S. No. 1) or Bio-waiver for injectable drugs from DRA of Category A Country. BE/BS/BW certificate on company own letter (Attach BE/BS Certificate with evidence as to its authenticity) from Category A	**10**	Bio-Equivalence (BE) of the quoted product to be conducted against the originator. Original innovator products do not require bio-equivalence certificate and shall get 10 marks automatically. All other branded generics require BE

		head shall not be acceptable. Moreover the bio waiver certificate shall be verifiable online.	Countries.		Study/certificate accepted/certified by a **Category A** Country Regulatory Authority. BE testing must be done using at least 12 subjects. Bio-waiver is acceptable only to injectable forms if issued by **Category A** Country. Certificate, duly attested by an official of the company in Pakistan is to be submitted along with the Technical Bid. Maximum marks for this criterion are 10.
		BE/BS/BW certificate obtained for a quoted product from **Category B** Country (asmentioned at S No.1 above).		5	
			No BE/BS/BW Certificate.	0	
3.	**Clinical Trial/ Clinical studies assessing the safety and efficacy of the quoted drug. In case if the quoted item is Generic the studies must be performed on the**	In case the study is published in Category "W" journal listed in HEC Journal Recognition System (HJRS) Database, 3 marks per original research article shall be awarded maximum up to 9 marks).		**9**	Maximum marks for this criterion are 9.
		In case the study is published in Category "X" journal listed in HEC Journal Recognition System (HJRS) Database, 2 marks per original research article shall be awarded maximum up to 6 marks).		**6**	
		Studies/original article published in category "Y" journal of the HJRS shall not be awarded marks.		**0**	

	Generic and not on the originator. (Must be an original research article)			
4.	**Cold Chain Facility**	i) Certificate of compliance to cold chain standards issued by an authorized third party e.g., DRAP, PSQCA, PCSIR. The procuring entity reserves the right to visit any cold chain facility for physical inspection / verification	**5**	In case if No cold chain facility for products requiring cold chain maintenance is present the firm / product shall be disqualified. The procuring entity reserves the right to visit any cold chain facility for physical inspection / verification
		ii) Non-Compliance to international reference standards or absence of Cold Chain requirements mentioned in Annex-I shall lead to disqualification of the relevant product that requires cold chain.	0	Disqualification
5.	**Product Sample for physical examination**	Samples will be examined per following parameters as mentioned inAnnex-I: 2. Labeling and Packing Rules 1986 3. Outer packing 4. Inner packing 5. Physical appearance		Product which has unsatisfactory packing/labeling will be technically Disqualified. Maximum marks for this criterion are 1.
		i) Satisfactory	**1**	
		ii) Non-Satisfactory	0	

7.	**Past Performance (Last two years)**	1) Substantial quantity of Supplies of anti-cancer medicines made to private sector Teaching Hospitals namely: The Aga Khan University Hospital, Karachi, Shaukat Khanum Hospital, Lahore/ Peshawar, CMH, Rawalpindi and Hayatabad Medical Complex, Peshawar, Shifa International hospital Islamabad, with Good/Satisfactory Performance Certificates from these institutions (mandatory). Marks shall only be provided to those who provide good performance certificate issued in the last 24 months. No marks will be given for supply orders **except CMH Rawalpindi where supply orders coupled with delivery challans & invoices will be considered for award of marks.**	**1 mark per agreement up to a maximum of 5 marks**	1) Good Performance Certificates of these institutions **must** be produced in order to be eligible for 1 mark per institution up to a maximum of 5marks. Only supply orders will not get any marks. 3) The bidders have to undertake that
		All other institutions	0	they have never been blacklisted or debarred. Maximum marks for this criterion are 5.
		(iv) Those firms who have not been regular in supplies for the Project "Treatment of Poor Cancer Patients" at HMC, Peshawar, TWO marks shall be deducted for poor past performance irrespective of substantial supplies or Performance at any other institute.		

Total Technical Score=70
Total Financial Score=30
Total Score= 100

- **Passing Marks in technical evaluation shall be 45 out of 70.**
- **Bidder's history of litigation or fraudulent complaints (if found at any stage) shall be treated as disqualification**

8.	**Financial Evaluation Criteria**	Price Formula	Lowest Quoted Bid x 30 Your quoted bid	
		The price quoted **must** be the lowest quoted anywhere in Pakistan in the previous twelve months. In case this is not done, the supplier is bound to refund the difference of the price to the procuring agency.	E.g.: Lowest bid of a product is Rs. 100. Three products @ Rs. 100; Rs. 120 & Rs. 150 are quoted. The financial Score can be Calculated as: 1) 100 x 30 = 30 100 2) 100 x 30 = 25 120 3) 100 x 30 = 20 150	.

Financial bids of only technically qualified bidders shall be opened publicly at the time to be announced by the Procuring Agency. The Financial Bids of technically dis-qualified bidders shall be returned un-opened to the respective Bidders (see **EXCEPTION Section** below for exemption from achieving minimum qualifying marks and still be considered for bidding). After achieving the financial score from the remaining 30 marks, the two scores (technical + financial) shall be combined to identify the Best evaluated bid (achieving the highest marks in combined evaluation). All the prices quoted shall be equal to or less than the trade prices (Trade price= DRAP approved MRP minus 15%). Prices offered per unit shall be up to two decimal points.

Evaluation Methodology: Contract will be awarded to the firm which gets the maximum marks for the product/medicine and becomes the Best evaluated bid in the Combined Evaluation calculated through the Merit Point Evaluation Methodology which puts greater emphasis on non-price factors such as high quality of the product, stringent certifications, and the most efficient industrial processes etc. The following weightages will be given to the technical and financial scores:

Technical Score: 70 marks
Financial Score: 30 marks
Passing Marks in technical evaluation shall be 45 out of 70.

Cancer-related drugs are lifesaving medicines and require very high quality. In order to achieve the said quality, Merit Point Evaluation Methodology will be used in evaluating the Technical and Financial bids to give more weightage to the technical score thereby emphasizing on factors relating to quality. The said Technical Score focuses on the process of manufacturing medicines with raw material source of excellent grade, good past performance with early supplies, provision of authentic bio-equivalence and cGMP certificates from globally renowned healthcare certification bodies validating such certificates on highly stringent standards, adoption of reference standard cold chain procedures for preservation of

temperature-sensitive medicines and publication of trial studies in indexed journals of international repute etc. This method therefore encourages and incentivizes the firms to significantly improve their industrial processes and enhance their drug efficacy in order to get maximum marks in the Technical Evaluation to become the best evaluated bid.

NB: Ensuring the technical standards of the medicines being procured is of utmost importance. Outcome of treatment and lives of cancer patients depend on these technical standards. Therefore any attempt to misrepresent or falsify facts or any information, such as any alteration, addition or deletion of wordings in any part of the BSD, quoting trials for generic medicine that were conducted for the original molecule, attaching application for registration rather than actual registration certificate or cGMP certificate or GMP/accreditation certificates for other drugs or manufacturing sites where the medicine was not manufactured and such like acts, falsification of information in any form shall lead to disqualification and black-listing of the concerned firm/vendor as a whole. Procurement/Purchase Committee reserves the right to inspect the Manufacturing Unit or cold chain/storage facilities.

Any litigation or frivolous complaints shall also lead to blacklisting of the firm/vendor for the current and future biddings.

***EXCEPTION:** In case of a class of medicine in which none of the medicines quoted fulfill the above technical criteria but is required for restoration of health of cancer patients, only in that case, the qualifying technical score will be lowered and medicine that has the highest ranking in the combined evaluation shall be selected. This clause is only for cases in which none of the required class of drug/medicine fulfills the technical qualification criteria.

PROPRIETARY ITEMS: Proprietary items/products shall be dealt with as per KPPRA Rules 2014. Negotiation can be done for these products. Manufacturer/importer has to supply an affidavit affirming that the said products are their sole proprietary items in Pakistan. Following is required for proprietary products:

- These firms shall provide a signed affidavit on Judicial stamp paper regarding their proprietary rights for the products mentioned by them.
- Certificate that their rates shall be valid till 30th June 2025.
- Certificate that their rates are the lowest/equal to the lowest anywhere quoted in Pakistan in the last 12 months.
- Certificate regarding the final re-negotiated rate and/or any optional additional activity or tests to be provided free of cost by the firm.

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Annex-I

Recommended Cold Chain international Reference Standards

(NB: Bidders must attach an affidavit with technical criteria testifyingthe all the below mentioned requirements are available at their storage depots).

Storage

- Cold Rooms with 125-inch thick insulated cold room walls, with high resistance fromambient temperature.
- All Cold rooms operated by two or more chiller units, with unit as back-up of the other.
- Standby generators to be available at each storage location for un-interrupted powersupply in case of power outage.
- Maintenance contract to be available for all regular and preventive maintenance of chillerplants and generators through specialized vendors
- Automated digital data logging systems to be installed with each Cold Room to ensureround the clock temperature monitoring with proper alarm systems.

Distribution

- Once the Pick-List is printed and given to the packer for distribution, the Cold Chain stocks (2-8°C) need to be packaged in polythene bags and properly taped for sealing them and preventing them from getting soaked due to the moisture inside the thermopore box.
- The Packer shall then mark the customer name and product quantity on the packed stock with a marker to avoid any possibility of stock getting mixed with other customers' orders.
- The polythene wrapped stock is then to be insulated with corrugated carton to avoid direct contact of stocks with ice packs, and should be placed in the thermopore box.

- Ice packs should be placed in the thermopore box to insulate the stocks as per the following table. The three different sizes of thermopore boxes i.e., small, medium and large. These sizes are for different denomination of stocks being dispatched to customers:

No. of Packs	Size of Polystyrene Boxes (inches)	Minimum number of Ice Packs	Size of Shipping Cartons (mm)
100-120	20” x 14” x 18 (Large)	7 below + 7 Top	555x418x260
50-60	16” x 11” x 6” (Medium)	4 Below + 4 Top	448x315x260
1-8	6” x 6” x 12 (Small)	2 Sides + 1 Below + 1 Top	343x190x210

- Ice Packs being used must be conditioned for 2 hours in summers and for 3 hours in winters as per weather requirement.
- For each size of the thermopore box there should not be less than the minimum numbersof ice packs for insulation.
- The thermopore box should be sealed with a PVC tape to facilitate temperature maintenance
- The thermopore box once sealed must be placed in the shipping cartons and shipping cartons should be sealed using PVC tape and pasted with customer address before dispatch.

Annex-II

(Anti-Cancer and Related Drug List)

S.No	Item / Drug Description
1.	5FU 250 Inj.
2.	5FU 500 mg. Inj.
3.	Abiraterone acetate 250 mg Tab.
4.	Abiraterone acetate 500mg Tab.
5.	Ado-trastuzumab Inj.
6.	Alectinib 150mg Caps.
7.	Anastrozole 1 mg Tab.
8.	Aprepitant Capsules (80mg & 125mg Combo Pack)
9.	Atezolizumab 1200 mg Inj.
10.	ATRA 10 mg Cap
11.	Axitinib 5mg Tab
12.	Afatinib 40mg Tab
13.	Azacitidine 100mg Inj.
14.	Baxoretene 75 mg Cap.
15.	Baxoretene Gel
16.	Bendamustine 100 mg Inj.
17.	Bendamustine 200 mg Inj.
18.	Bevacizumab 100 mg Inj.
19.	Bevacizumab 400 mg Inj.
20.	Bicalutamide 50 mg Tab.
21.	Bleomycin 15mg Inj.
22.	Bortezomib 2 mg Inj.
23.	Bortezomib 3.5 mg Inj.
24.	Brentuximab 50 mg Inj.
25.	Cabazitaxel 60mg Inj.
26.	Cabozantinib 20mg Tab.
27.	Cabozantinib 40mg Tab.
28.	Cabozantinib 60mg Tab.
29.	Calcium Folinate 25 mg Inj.
30.	Calcium Folinate 50 mg Inj.
31.	Calcium Folinate 100 mg Inj.
32.	Capecitabine 500 mg Tab.
33.	Carboplatin 150 mg Inj.
34.	Carboplatin 450 mg Inj.

35.	Ceretinib 150 mg Cap.
36.	Cetuximab 100 mg Inj.
37.	Cisplatin 10 mg Inj.
38.	Cisplatin 50 mg Inj.
39.	Cladribine 10 mg Inj.
40.	Crizotinib 200 mg Cap.
41.	Crizotinib 250 mg Cap.
42.	Cyclophosphamide 1gm Inj.
43.	Cyclophosphamide 500mg Inj.
44.	Cyclophosphamide 50mg Tab.
45.	Cyproterone acetate 50mg Tab.
46.	Cytarabine 100 mg Inj.
47.	Cytarabine 500 mg Inj.
48.	Dacarbazine 200 mg Inj.
49.	Dacarbazine 500 mg Inj.
50.	Dactinomycin 500 mcg Inj.
51.	Dasatinib 70 mg Tab.
52.	Dasatinib 50 mg Tab.
53.	Daunorubicin 20 mg Inj.
54.	Decitabine 50mg Inj.
55.	Denosumab 120 mg Inj.
56.	Denosumab 60 mg Inj.
57.	Docetaxel 20 mg Inj.
58.	Docetaxel 80 mg Inj.
59.	Doxorubicin 50 mg Inj.
60.	Doxorubicn 10 mg Inj.
61.	Eltrombopag 25mg Tab.
62.	Eltrombopag 50 mg Tab.
63.	Enzalutamide 40 Tab.
64.	Enzalutamide 80 Tab.
65.	Epirubicin 10 mg Inj.
66.	Epirubicin 50 mg Inj.
67.	Erlotinib 150 mg Tab.
68.	Erythropoeitin 2000/10000 units Inj.
69.	Etoposide 100 mg Inj.
70.	Everolimus 5 mg Tab.
71.	Everolimus 10 mg Tab.
72.	Exemestane 25 mg Tab.
73.	Fludarabine IV 50 mg Inj.
74.	Flutamide 250 mg Tab.

75.	Fulvestrant 250mg Inj.
76.	Fulvestrant 500 mg Inj.
77.	Gefitinib 250 mg Tab.
78.	Gemcitabine 1gm Inj
79.	Gemcitabine 200mg Inj.
80.	Granisetrone 3mg/3ml Inj
81.	Granisetrone 1mg Tab.
82.	Ibrutinib 140 mg Cap.
83.	Idarubicin 10 mg Inj.
84.	Idelalisib 150 mg Tab.
85.	Ifosfamide 1gm Inj.
86.	Ifosfamide 2gm Inj.
87.	Imatinib 100 mg Cap.
88.	Imatinib 100 mg Tab.
89.	Imatinib 400 mg Cap.
90.	Imatinib 400 mg Tab.
91.	Ipilumomab 50 mg Inj.
92.	Ipilumomab 200 mg Inj.
93.	Irinotecan 100 mg Inj.
94.	Irinotecan 40 mg Inj.
95.	Irinotecan 300 mg Inj.
96.	Ixazomib 3 mg Cap.
97.	Ixazomib 4 mg Cap.
98.	Lapatinib 250 mg Tab.
99.	L-Asperaginase 5000 units Inj.
100.	Lenalidomide 10 mg Tab/Cap.
101.	Lenalidomide 25 mg Tab/Cap.
102.	Lenvatinib 10 mg Tab.
103.	Lenvatinib 4 mg Tab.
104.	Letrozole 2.5 mg Tab.
105.	Leukaran 2mg Tab.
106.	Leukaran 5mg Tab.
107.	Leuprolide Acetate 11.25 mg Inj.
108.	Leuprolide Acetate 3.75 mg Inj.
109.	Leuprolide Acetate 7.5 mg Inj.
110.	Leuprolide Acetate Depot 22.5 mg Inj.
111.	Liposomal Cisplatin 150mg Inj.
112.	Liposomal Doxorubicin 20mg Inj.
113.	Liposomal Amphotericin B 50mg Inj.
114.	Lipid Fat Emulsion 20% MCT/LCT 250ml Inf.
115.	Lorlatinib 25mg Tab.

116.	Lorlatinib 100mg Tab.
117.	Megestrol acetate 160 mg Tab.
118.	Melphalan 2mg Tab.
119.	Melphalan 5 mg Tab.
120.	Mercaptopurine 50 mg Tab.
121.	Mesna / uromitoxan 400 mg Inj.
122.	Methotrexate 10mg Tab.
123.	Methotrexate 1gm Inj.
124.	Methotrexate 50 mg Inj.
125.	Methotrexate 500 mg Inj.
126.	Mitomycin 10mg Inj.
127.	Mitomycin 2mg Inj.
128.	Mitoxantrone 5 mg Inj.
129.	Mitoxantrone 20 mg Inj.
130.	Mitoxantrone 10 mg Inj.
131.	Morphine Sulphate 10 mg Tab.
132.	Morphine Sulphate 30 mg Tab.
133.	Morphine Sulphate 10 mg Inj.
134.	Multirate Infusor pumps 2, 3, 5 ml/hour
135.	Nab-Paclitaxel 100 mg Inj.
136.	Nilotinib 200 mg Cap.
137.	Niraparib 100mg Cap.
138.	Neratinib 40mg Tab.
139.	Nivolumab 10 mg/ml Inj.
140.	Obinutuzumab 1000 mg Inj.
141.	Ofatumomab 20 mg/ml Inj.
142.	Olaparib 150 mg Tab.
143.	Olaparib 50 mg Cap.
144.	Ondansetron 8 mg Inj.
145.	Ondansetron 8 mg Tab.
146.	Osimertinib 80 mg Tab.
147.	Oxaliplatin 100mg Inj.
148.	Oxaliplatin 150mg Inj.
149.	Oxaliplatin 50mg Inj.
150.	Paclitaxel 150 mg Inj.
151.	Paclitaxel 300 mg Inj.
152.	Palonosetrone 0.25mg Inj.
153.	Palbociclib 100mg Tab
154.	Palbociclib 125mg Tab
155.	Pamidronate 90 mg Inj.

156.	Panitumomab 100 mg Inj.
157.	Panitumomab 400 mg Inj.
158.	Pazopanib 400mg Tab.
159.	PEG-Asparaginase 3750 mu Inj.
160.	PEG-Interferon Inj.
161.	Peg-filgrastim Inj.
162.	Filgrastim 300 ug Inj.
163.	Pembrolizumab 100 mg Inj.
164.	Pemetrexed 100 mg Inj.
165.	Pemetrexed 500 mg Inj.
166.	Pentostatin 10 mg Inj.
167.	Pertuzumab 420 mg Inj.
168.	Pertuzumab / Trastuzumab 1200 / 600mg Inj.
169.	Pertuzumab / Trastuzumab 1200 / 600mg Inj.
170.	Polatuzumab 140mg Inj.
171.	Pomalidomide 4 mg Cap.
172.	Ponatinib 15 mg Tab.
173.	Ponatinib 45 mg Tab.
174.	Procarbazine 50 mg Cap.
175.	Rasburicase 1.5 mg Inj.
176.	Rasburicase 7.5 mg Inj.
177.	Regorafinib 40mg Tab.
178.	Ribociclib 200mg Tab.
179.	Rituximab S/C 1400 mg Inj.
180.	Rituximab IV 500 mg Inj.
181.	Rituximab 100 mg Inj.
182.	Ruxolitinib 5 mg Tab.
183.	Ruxolitinib 15 mg Tab.
184.	Sandostatin – LAR 20 mg Inj.
185.	Sandostatin – LAR 30 mg Inj.
186.	Sorafenib 200 mg Tab.
187.	Sunitinib 50 mg Tab.
188.	Tamoxifen 10mg Tab.
189.	Tamoxifen 20mg Tab.
190.	Temozolamide 100 mg Cap.
191.	Temozolamide 20 mg Cap.
192.	Thalidomide 100 mg Tab.
193.	Thrombopoeitin Inj.
194.	Trastuzumab 440 mg IV Inj.
195.	Trastuzumab 600mg S/C Inj.
196.	Topotecan 4mg Inj.

197.	Tropisetron 5 mg Inj.
198.	Tropisetron 5 mg Tab.
199.	Valganciclovir 450 mg Tab
200.	Vemurafinib 240 mg Tab.
201.	Vinblastine 10 mg Inj.
202.	Vincristine 1 mg Inj.
203.	Vincristine 2 mg. Inj.
204.	Zoledronic Acid 4 mg Inj.

The procuring entity shall place supply orders according to number of patients andavailable funds. The Government of Khyber Pakhtunkhwa, Health Department, may enter into an MOU (Memorandum of Understanding) with the firm / bidder in case of proprietary item (s) / Single bidder (s) (if found technically and financially responsive). And / or

The Government of Khyber Pakhtunkhwa, Health Department may negotiate in case of single complying bid as mentioned in KPPRA Rule 42, 42A (Amended) vide notification No. SO (A) FD/1-40/2022, Dated. 17th August 2022.

SECTION-III

1. Schedule of Requirements

   i) **Specifications & Rate Table**
   ii) **Supply Schedule**

2. Technical Criteria

Section III. Schedule of Requirements

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements is included in the Standard Bidding Documents by the Focal Person, Treatment of Poor Cancer Patients, Hayatabad Medical Complex, Peshawar/Purchaser, and covers a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a Rate Form is provided in Part-II: Section-III. In addition, the Schedule of Requirements, together with the Bid Form-V: Price Schedule (which shall be submitted to the Procuring Entity by the selected Bidder), should serve as a basis in the event of quantity variation at the time of supply/delivery of contract pursuant to ITB Clause 37.

The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by Project Director Treatment of Poor Cancer Patients, Peshawar as per following schedule of requirements:

NOTE:

1. The raw material source and grade be clearly shown and accordingly the same be used in all supplies; if found changed anywhere in supply of the same product, the firm/supplier will be liable for black listing for all its products and forfeiting all its call deposits and performance guarantees.

2. Procuring Entity and the manufacturers/ suppliers are bound to make sure the receipt of copy of Purchase Order to the Accounts Section of "Treatment of Poor Cancer Patient" Peshawar under intimation to the Project Director of the Project, consolidation of total supplies along with amount in PKR issued, including (as required by the Inspection/Purchase committee):

   (a) batch no;
   (b) raw material origin; and
   (c) Laboratory Test result batch wise.

   Those who do not fulfill the above criteria are liable to be proceeded against.

Health Institution:

Supply Schedule

Without penalty	The Supplier agrees that the supply of the ordered goods under this agreement shall be completed by the Supplier i.e. Local Manufacturer within thirty (30) days and Importer Supplier within forty five (45) days after the receipt of supply order/s from the Purchasing Agency.
Penalty	Upon delay in supply beyond 30 and 45 days for local manufacturer supplier and for importer supplier respectively a lump sum penalty of 0.5% per week shall be deducted, of the total quoted price of such goods, whose supply was delayed out of the same supply order as issued to the supplier, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Purchasing Agency
Shelf life	Supplier shall supply to the Purchasing Agency the freshly manufactured goods having maximum possible long expiry dates with the minimum remaining shelf life of at least 65% in case of imported goods and at least 85% in case of locally manufactured goods within Pakistan.

Note: Failure to complete the intended supplies even after 45 days will lead to enforcement of penalties.

Annex-A

S#	Item Name	Health Institution	Quantity Of Items	Oncology unit
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				

Technical Specifications and Sample Size:

(Bidder shall submit the Standard Form at the time of Sample submission, if required)

Note: ***Samples of Cold Chain (perishable/Biological) items, if any, will be called later at thetime of technical evaluation of bids***

#	Name of Item	Technical Specifications	Bach No.
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
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40.			
41.			
42.			
43.			
44.			

Technical Specifications and Ancillary Services

a). Product Specifications

1. *Drug Specification as mentioned in the Drug List / Formulary*

b). Labeling and Packing

i. The manufacturer shall follow the Drugs (Labeling and Packing) Rules 1986, framed under the Drugs Act, 1976.

ii. However, the name of Drug / Medicine (Generic & Brand), equally prominent, should be printed/ written in indelible ink both in English the outer cartons and on each pack, bottle, blister, tube etc. Besides the name and principal place of business of the manufacturer, the drug manufacturing license No., manufacturing date, expiry date, registration No., batch No., namely: name of drug and dosage should also be written on the outer carton and on the most inner container. The syrup should be supplied in glass / pet bottle with sealed caps.

c) Additional instructions for packing

i. The suppliers are required to furnish the Warranty certificate with regard to the potency and stability (Including coloration of medicines) of the Drug for human consumption etc. in accordance with the Drug Act, 1976 on judicial paper.

ii. The bidder shall supply the drugs/medicines in special packing with Logo of the Government of Khyber Pakhtunkhwa. The following wording/insignia shall be printed in bold letters English in indelible red color ink/laser printing on each carton, pack, bottle, blister, tubes, vial, ampoule etc.

"NOT FOR SALE"
"KHYBER PAKHTUNKHWA GOVERNMENT PROPERTY"

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

d). Shelf life

Products/medicines supplied must have long shelf-life/expiry: 65% in case of imported products and 85% in case of locally manufactured products, but not less than 12 months in any case. Decision regarding any relaxation in shelf-life/expiry date will be made by the Focal Person/procuring entity. The supplier is bound to replace near expiry drugs at its own cost and undertakes to replace near expiry drugs without any charges as and when indicated by the procuring entity, even after

the expiry of the contract period. If case of non-compliance of the above, the supplier shall be black-listed and performance guarantee shall be confiscated by Project Director of the Program/Purchaser.

e). Testing/Verification Procedures

i. After delivery of drugs and medicines at the Purchaser's premises, the Purchaser may (upon its discretion) send the samples from each batch to the Drugs Testing Laboratory, Khyber Pakhtunkhwa for testing. The Inspection Committee constituted by the Purchaser shall inspect the quantity, specifications of goods after receipt of standard quality report from DTL concerned, if required. The cost of the lab tests as well as the products/medicines tested shall be borne by the Supplier, in case the drugs are sent to DTL.

ii. In case of substandard report of any batch, the Supplier has the right to go for relevant appellate forum. If it is again declared substandard, the Supplier will be intimated and they will be bound to resupply the entire fresh stock of that batch free of cost within the reasonable time period to be intimated by the purchaser but not later than 30 days (one month) from the date of intimation, which will be subject to completion of all testing and verification formalities. At the parallel, the case will also be forwarded to the Drugs Regulatory Authority for legal action as per Drugs Act 1976 and disposal of substandard stocks.

iii. The Inspection Committee will carry out detailed physical examination of stocks and can reject, even if it is declared of standard quality by DTL, if found not according to the approved sample and other technical specifications like packaging, labeling, printing and quantity etc. Moreover, the Supplier will also be responsible to replace the unconsumed expired stores without any further charges.

f). Transportation/Delivery Requirements

i. The Supplier shall arrange such transportation of the drugs and medicines as is required to prevent their damage or deterioration during transit to their final destination to the concerned Health Institution and in accordance with the terms and manner prescribed in the Schedule of Requirement.

ii. All costs associated with the transportation including loading/unloading of drugs and medicines and road taxes shall be borne by the **Supplie**r up to the lowest tier of health institutions.

iii. All cold chain (perishable) items must be delivered in a safe and proper manner, prescribed for such types of items.

Annex. C

Purchaser's Notification of Award

(Copy of the final Award letter / notification of Award to the selected firm will be attached.

The said Notification of Award will be issued by Project Director TPCP after Bidder's submission of Performance Guarantee equal to ***1,500,000*** *to the Procuring Entity.*

ANNEX -D
Government of Khyber Pakhtunkhwa
Health Department
Project: Treatment of Poor Cancer Patients

To

Supplier Details, Name, Address and Contact Number.

Subject: **PURCHASE ORDER OF**

Reference tender opened on:_____and your rates approved by the Purchase Committee for the year 2024-25 as per Contract Agreement, please arrange to supply the following item / items.

S.No	Item Description, Strength, Dosage form	Quantity Requested	Approved Rates	Total
1				
2				
3				
4				
			Grand Total	

TERMS & CONDITIONS

1. The supply shall be completed within 30 or 45 days in case of Local manufacturer and importer respectively as the case may be.
2. The acceptance of supply will be subject to inspection and approval after receipts.
3. If any item found below standard / quality or does not conform to our requirements, will be rejected and returned at your risk & cost.
4. The undersigned reserves the rights to cancel the order in total or part if it does not conform to specification of item selected by the procurement committee and other legal requirement are not fulfilled.
5. Comprehensive Warranty / Guarantee will be as described in BSD/Contract Agreement.
6. The firm will provide Rs. 1,500,000/- Bank guarantee/ Bid Security for a period till 30th June 2025 (starting from the date of signing of contract) which will be released after successful completion of supply or in case of noncompliance security may be retained from the bill.
7. Full payment will be made after the required documents are given to the purchasing entity and satisfactory inspection is given by inspection committee for the Project "Treatment of Poor Cancer Patients".
8. If the supply is not according to the sample selected / specifications, the total consignment or part of consignment will be confiscated / CDR forfeited and/or penalty will be imposed. The firm may be considered for blacklisting, as directed by Hospital Management/relevant committee for the Project Treatment of Poor Cancer Patients
9. The firm/bidder should thoroughly check their purchase order / supply order in the office of Admin/ Account Officer TPCP. The firm / bidder should point out any mistake in the Purchase order /Supply order to the Project Director of the project and rectify the mistake, failing which responsibility of the mistake may be borne by the bidder equally with the Procuring entity.
10. The firm will provide Bill of Entry / Good Declaration / Cash payment receipt. Good declaration must declare the item description.

No._____/ TPCP, **Dated___/_____/2025**

Copy to:

1. Secretary to the Government of Khyber Pakhtunkhwa, Health Department.
2. Medical Director, HMC, Peshawar.
3. Chairperson Oncology Unit, HMC, Peshawar
4. Chairperson Oncology Unit, KTH, Peshawar
5. Planning Officer, Health Department, Peshawar
6. Chairman Inspection Committee for Project, Peshawar.
7. Pharmacist Concerned, HMC, Peshawar
8. Pharmacist Concerned, KTH, Peshawar
9. Accounts Section, Project TPCP, Peshawar

PROJECT DIRECTOR
TREATMENT OF POOR CANCER PATIENTS

Annex E

Payment Schedule

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

SECTION-IV

STANDARD FORMS

BID COVER SHEET (Mandatory)

BID FORM 1: Letter of Intention (Mandatory)

BID FORM 2: Affidavit (Mandatory)

BID FORM 3(A): Eligibility of the Bidders & Goods (Mandatory)

BID FORM 3(B): Manufacturer's Authorization (Mandatory)

BID FORM 4: Firm's Past Performance

BID FORM 5: Price Schedule (With Financial Bid)

BID FORM 6: Performance Guarantee (For successful bidders)

CONTRACT AGREEMENT (For successful bidders)

BID COVER SHEET

Bid Ref. No. ---------- Date----------

Name of the Supplier/Importer/Manufacturing Firm: ----------

Address:

E-mail:
Phone:
Facsimile:

Bid Security.
Bid Security attached with Financial Bid YES NO

Bid for:
† : All Items mentioned in the Schedule of Requirements.
† : Selected Items from the Schedule of Requirements[2].
List of Selected Items: *(In case the Bidder has opted to bid for Selected Items, please type the Serial No[3]. and the name of the Items selected for Bidding. Use additional Sheets if Required)*

S. No.	*Name of the Item*

Signed:
Dated:
Official Stamp:
Attachment[4]:

[2] In case a bidder is bidding for only some of the items mentioned in the list Technical Specifications, he is advised totake note of ITB Clauses 7 & 15.6
[3] The Serial No. of the item as mentioned in the Technical Specifications.
[4] The Attachment must be made with the Bid Cover Sheet.

†

BID FORM 1

Letter of Intention

Bid Ref No.
Date of the Opening of Bids

Name of the Contract: {Add name e.g Supply of Dugs and Medicines etc}

To: **Project Director, Treatment of Poor Cancer Patients**

Dear Sir/Madam,

Having examined the bidding documents, including Addenda Nos. *[insert **numbers& Date of individual Addendum]***, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said standard bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

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

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

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

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

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clauses 18,19 and 22 of the standard bidding documents 2021-22.

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

Signed:
In the capacity of *[insert: **title or position]***
Duly authorized to sign this bid for and on behalf of *[insert: **name of Bidder]***

BID FORM 2

AFFIDAVIT/UNDERTAKING

We M/S …….. , do hereby undertake that we are not involved in any litigation with any Government (Federal, Provincial), a local body or public sector organization and that:

1) We have carefully read the contents of the whole set of Bid Solicitation Documents for this bidding competition for procurement of anti-cancer medicines for the Project "Treatment of Poor Cancer Patients" at SHPI, Peshawar for the year 2024-25, and that we have fully understood it and agree to the terms and conditions, evaluation criteria, mechanism of evaluation and selection of items/anti-cancer medicines for the firm has applied for completion and:
2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
3) The Goods/medicines that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.
4) The undersigned are also eligible Bidders within the meaning of Clause 19 (and 22)of the ITB of the Bid Solicitation Documents.
5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
8) We fully understand and agree that the Bidding competition, for which they have applied to enter in, shall be based on merit-based scoring system for the evaluation of technical bid.
9) We guarantee that the quoted items are and will be freely available in the market of Pakistan; and particularly the market of Khyber Pakhtunkhwa Province

10) We shall provide the evaluating teams authorized for the purpose by the Health Department Khyber Pakhtunkhwa; an uninterrupted and free access to all relevant documents, sections of the manufacturing facilities and warehousing facilities as well as other area relevant to the purpose of such teams in their opinion;

11) In case any documents submitted in relation to this bidding competition or any other undertaking given by the firm, if found incorrect or false or misleading or diverting the decision making for the competition, shall be liable to be proceeded for blacklisting for any Business with/by the Government of Khyber Pakhtunkhwa, Health Department, confiscation of bid security and / or any other lawful action as deemed appropriate by the Government of Khyber Pakhtunkhwa.

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

Signed Dated

Stamp

BID FORM 3(A) (Form for Eligibility of Bidders – Check-list)

Name of the Firm:
Bid Reference No:
Name of firm:
Date of opening of Bid:

Documentary Evidence: Eligibility of the Bidders and Goods

Required Documentation	**Details and attached. documents with annexure**
Valid Manufacturing License	
Valid DRAP Registration of the quoted item (s)	
Manufacturer's Authorization Certificate	
Valid Import License (where applicable)	
Partnership/Joint Venture Deed (where applicable)	
NTN Registration	
GST Registration	
Taxpaying Certificate	
Organizational Profile	
Past performance certificates from institutions mentioned.	
Relevant Experience	
List of Clients/References	
List of Technical Staff with supporting documents	
Validity (Bid Validity will be 90 days)	
Delivery Time (see schedule of supplies)	
The bidders are informed to bring samples of their quoted items on Date, time and venue communicated to them by the Project Director TPCP. Failing which their quoted rates for the said items may be rejected.	
If the item not as per sample/specification, the total consignment/part of consignment or CDR will be forfeited, and penalty shall be imposed. The firm may be considered for blacklisting, as directed by relevant committee.	
Bid Security in the form of CDR in account of Project Director of Treatment of Poor Cancer Patients (Original) must be attached with financial bid.	
The firm and particular bid shall quote only one option in case of multiple options otherwise their bid shall be considered as non-responsive and rejected.	

BID FORM 3(B)

MANUFACTURER'S AUTHORISATION[5]

To: Project Director, Treatment of Poor Cancer Patients

WHEREAS *[name of the Manufacturer]* who are established, reputable & Pre-Qualified Manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. *[Reference of the Invitation to Bid] for* the 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:_____.

Designation:_____

Official Stamp:_____

[5] This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and havingthe power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

Firm's Past Performance[6, 12].
Name of the Firm:

Bid Reference No:

Date of opening of Bid:

Assessment Period: (One Year as per Evaluation Criteria)

Name of the Purchaser/Institution	Purchase Order No.	Description Of Order	Value of Order	Date of Completion	Purchaser's[7] Certificate

[6] Bidders may use additional Sheets if required.

[7] **All certificates, including the mandatory <u>Satisfactory Performance Certificate</u>, are to be attached with this form.**

BID FORM 5

Financial Proposal / Price Schedule

(To be provided to the Procuring Entity in
Separate Sealed Envelope)

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

Project Director,
Treatment of Poor Cancer Patients/PACT**,**

(Use additional Sheets if required)

Name of the Firm:

Bid. Ref. No:

Date of opening of Bid:
.

S.No.	Serial No. of quoted Drug / Medicine list	Generic Name with Strength and Dosage Form of quoted Drug / Medicine	Trade / Brand Name of quoted Drug / Medicine	Maximum Retail Price (MRP) of the quoted items (DRAP Approved MRP)	Trade Price of quoted Drug / Medicine (Unit price)	Rate Offered per unit in Pak. Rupees (Rs) for quoted Drugs / Medicines.	Pack Size	Discounts (if any)
1								
2								
3								

Signature:

Designation:

Date

Official Stamp:

[8] If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should bementioned here.

CONTRACT AGREEMENT

THIS CONTRACT is made at_____on_____day of_____2025, between Project Director TPCP, Peshawar, (hereinafter referred to as the "Purchaser") of the First Part; and M/s *(firm name)* a firm registered under the laws of Pakistan and having its registered office at *(address of the firm)* (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Purchaser invited bids for procurement of goods (drugs/medicines), in pursuance whereof M/s *(firm name)* being the Manufacturer/Authorized Agent of _____in Pakistan and ancillary services offered to supply the required item (s); and Whereas, the Purchaser has accepted the bid by the Supplier;

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING.

1. **The Contract:** The following documents specified in the Bid solicitation Documents (BSD) 2021-22 for the Project "Treatment of Poor Cancer Patients" by Purchaser shall be deemed to form and be read and construed as integral part of this Contract, viz:-

    a. General Conditions of Contract **(GCCs)**
    b. Special Conditions of Contract **(SCCs)**
    c. Schedule of Requirements.
        i) Specifications & Rate Table
        ii) Supply Schedule
    d. Technical Specifications (Technical Evaluation Criteria).
    e. Price Schedule submitted by the Bidder.
    f. Purchaser's Notification of Award.
    g. Purchase Order.
    h. Performance security

2. **Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":

3. **Term of the Contract:** This contract shall remain valid for *[Duration]* from the dateof signing, unless amended by mutual consent.

4. **The Supplier declares as under**:

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

    i. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable toanyone 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, with the object of obtaining or including the procurement of this Contract, right interest, privilege orother obligation or benefit in whatsoever form from Government of Khyber Pakhtunkhwa, except that which has been expressly declared pursuant hereto.

ii. *[The Supplier]* certifies that it has made and shall 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 shall not take any action to circumvent the above declaration, representation, or warranty.

iii. *[The 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 right and remedies available to Procuring Agency under any law, Contract, or other instrument, be void able at the option of Procuring Agency.

iv. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Supplier]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The 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 Procuring Agency.

v. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration, preferably with the Steering/Supervisory Committee of this Project/Arbitration or under the Arbitration Act of 1940 (As amended from time to time).

5. **Items to be Supplied & Agreed Unit Cost:** (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex C).

(ii) Each Items supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specifications (Annex B) prescribed by the Purchaser against each item

(iii) The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all taxation, duties and costs associated with transportation and other agreed incidental costs.

6. Shelf life of products supplied:
Supplier shall supply to the Purchasing Agency the freshly manufactured goods having maximum possible long expiry dates with the minimum remaining shelf life of at least 65% in case of imported goods and at least 85% in case of locally manufactured goods within Pakistan. Decision regarding any relaxation in expiry date/shelf life shall be made by the purchasing entity/Focal Person. The supplier shall be bound to replace near expiry drugs at its own cost and undertakes to replace near expiry drugs without any charges as and when indicated by the procuring entity, even after the expiry of this contract.

7. **Payments:** The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Special Conditions of contract in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract (and after deduction of all applicable taxes and duties etc.).

8. **Mode of Payment:** All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier's name]

9. **Payment Schedule**: All payments to the Supplier shall be made in accordance with the SCC (& agreed Payment Schedule at Annex: E of Part-II: Section-III of the Standard Bidding Documents), upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities highlighted in the Payment Schedule.

10. Performance Guarantee/Bid Security

i. Flat CDR of amounting 1.5 million shall be submitted as Bid Security by the bidders at the time of submitting its bid. The Flat CDR shall be returned to the unsuccessful bidders and retained only for successful bidder as Performance Guarantee for all subsequent orders during the contract period.

ii. Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause (i) above.

11. Penalties/ Liquidated Damages:

i) Wherein the Supplier fails to make deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract/Supply Order to the extent of undelivered portion of supplies shall stand cancelled.

ii) After the cancellation of the Contract/Supply Order, no supplies shall be accepted, and the full amount of Performance Guaranty/Security shall be forfeited.

iii) If the Supplier fails to supply the whole consignment and not able to deliver, the entire amount of Performance Guaranty/Security shall be forfeited to the Government account and the firm shall be debarred minimum for one year for future participation. Penalty may be increased by Supervisory Committee in repeated cases or in case of serious breach of contract.

iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.

12. In case of late delivery of goods beyond the periods specified in the Schedule of Requirements/Supply Schedule mentioned in BSD and subsequent purchase order, a penalty @ 0.5% per week of the cost of total amount of late delivered supply shall be imposed upon the Supplier. After 75 days the order shall stand cancelled, and Performance Security shall be forfeited by Project Director – see section11 above for details. Final decision regarding extension or cancellation of contract/supply order shall rest with Focal Person of the Project.

13. The raw material source and grade, dosage be clearly shown as per technical criteria in BSD and accordingly the same be used in all supplies; if found changed anywhere in supply of the same product, the firm/supplier will be liable for black- listing for all its products and forfeiting all its call deposits and performance guarantees.

14. The Health Department/TPCP and the manufacturers / suppliers are bound to make sure the receipt of copy of Purchase Order to the Admin & Accounts Section, TPCP for consolidation of total supplies along with amount in PKR issued for preparation of annual procurement plan.

15. The batch no. raw material origin, and Laboratory Test result batch wise (if required by the Purchaser) shall be provided.

Those who do not fulfill the above criteria are liable to be proceeded against and be black

listed for future bidding.

16. **Notices:** All notices and correspondences incidental to this contract shall be in Englishlanguage and shall be addressed to:

For the Purchaser:

Focal Person – Project Director Treatment of Poor Cancer Patients
Telephone(s) : +92-91- 921 7140-46
Email: projectdirector.tpcp@gmail.com

For the Supplier: _____

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____(The place) and shall enter into force on the day, month and year first above-mentioned.

_____	_____
Project Director, Treatment of Poor Cancer Patients (TPCP) **For and on behalf of Government of Khyber Pakhtunkhwa,** **Health Department, Peshawar**	Signature: Name: Designation CNIC No. Stamp: **For and on behalf of Manufacturer / Importer**
WITNESS NO. 1 Signature: Name: Father's Name: Designation. Address: CNIC No.	**WITNESS NO. 2** Signature: Name: Father's Name: Designation. Address: CNIC No.

SECTION-V

Eligible Countries

Section VI: Eligible Countries

Country Eligibility for the Provision of Goods, Works and Services

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

1. As a matter of law or official regulation, **the Purchaser's Country prohibits commercial relations with that Country**, provided that the Procuring Entity is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

2. By an Act of Compliance with a **Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations**, the Purchaser's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of Purchasers and bidders, at the present time firms, goods and services from ***the following countries are excluded*** from this bidding:

    - **Israel**

SAMPLE EVALUATION PROFORMA FOR FIRMS / MEDICINES

NAME OF BIDDER:

Total marks = 100 (Technical = 70; Financial = 30)

Qualifying Score =45

S. No	Product Name (Write Product names as per sequence of the Drug list	Source of Raw Material	Bio-Equivalence / Bio-similar /Bio-waiver Certificate	Publication of Trial Studies	Product Sample for physical examination	Cold Chain Facility as per international reference Standards	Past Performance (Performance certificates from various Hospitals) in the last one year	Total technical Score	Financial Score	Total Score Technical Score + Financial Score
		Max. Marks = 40	Marks =10	Marks = 9	Marks =1	Marks = 5	Marks = 5	(TOTAL = 70 Marks)	_____/30	100
1										
2										
3										