



**Government of Khyber Pakhtunkhwa  
Health Department**

**TELEMEDICINE PROJECT  
(POLICE & SERVICES HOSPITAL PESHAWAR)**

**Standard Bidding Documents  
For National Competitive Bidding  
Pakistan**

**For**

**Procurement of Furniture, IT EQUIPMENT AND SOLARIZATION  
FOR Telemedicine Project Peshawar**

**FOR THE YEAR 2020-21**

**September 2020**

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**INVITATION FOR  
BIDS**

# **INVITATION FOR BIDS**

## **FOR PROCUREMENT OF FURNITURE, IT EQUIPMENTS & POWER BACK UP FOR FY 2020-21 FOR TELEMEDICINES PROJECT AT POLICE AND SERVICES HOSPITAL PESHAWAR**

1. Focal Person Telemedicine Project at Police and Services Hospital Peshawar Khyber Pakhtunkhwa invites sealed bids under National Competitive Bidding from Manufacturers & authorized/sole agents for the purchase of Furniture, IT Equipment and power backup for the financial year 2020-21.
2. Bidding shall be conducted through Single Stage –Two Envelopes Bidding Procedure comprising a single package containing two envelopes as per KPPRA Rules-2014. Each envelope shall contain separately Technical and financial bid clearly marked in bold & legible letters. The firms are bound to provide complete information of the bidder along with its postal as well as valid email address and phone number/s on each of the respective envelope.
3. Interested Bidders must obtain Application Form along with complete set of bidding documents from the office of Focal Person Telemedicine Project at Police and Services Hospital Peshawar Khyber Pakhtunkhwa during office hours on any working day till 14-10-2020 against the non-refundable cash payment of Pak Rupees 500/- Original Receipt of the paid amount must be attached to the Technical Bid inside its sealed envelope. The Bidding Documents can also be downloaded from the following official websites, [www.healthkp.gov.pk](http://www.healthkp.gov.pk) & [www.dhiskp.gov.pk](http://www.dhiskp.gov.pk)
4. Interested Bidders must submit sealed bids to the Office of the Focal Person Telemedicine Project at Police and Services Hospital Peshawar Khyber Pakhtunkhwa on or before 11:00 AM hours 14-10-2020 which will be opened on the same day at 11:30 AM in the presence of those bidders or their representatives, who choose to attend the process. Bid submitted after 11:00 AM sharp and places other than the mentioned one shall not be entertained.
5. Financial bid must be accompanied with Bid Security as per details given in bid data sheet and the same shall be in the shape of Demand Draft (DD) / Call Deposit Receipt (CDR) in the name of the undersigned and the bid security shall be submitted from the account of the firm / bidder who submits the bid. Bid security in any other form than the prescribed one shall not be acceptable and will lead to rejection of the bid.
6. Mandatory Bid Security / Earnest Money amounting Rs 100,000/- from each bidder for their quoted item/s in the shape of Demand Draft (DD) / Call Deposit Receipt (CDR) in the name of The Focal Person Telemedicine Project at Police and Services Hospital Peshawar Khyber Pakhtunkhwa is required to be submitted along with the Financial Bid within its sealed envelope. A separate photocopy of this Bids Security financial instrument should also be placed inside the sealed envelope of Technical Proposal.
7. Bid must be computer typed & printed and the offered bid price must be written both in figures, however if mentioned in words shall be appreciated. Quotations with cutting and/or overwriting shall not be accepted to the extent of that particular quoted item having cutting / overwriting / erasing. An authorized person of the bidder / firm shall sign & stamp all pages of the bid. The same shall also contain product details in the form of original catalogue / brochures, if applicable.
8. The bidders are required to submit samples (where required) for evaluation / examination to the Focal Person Tele Medicine Project at Police and Services Hospital Peshawar. .
9. The undersigned reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Procurement Rules 2014.

**Focal Person Telemedicine Project**  
Telemedicine Hub at Police and  
Services Hospital Peshawar Khyber  
Pakhtunkhwa  
**Phone: 091-5275741/9210509**  
**Fax: 091-9210543**

## **INSTRUCTION TO BIDDERS**

Date \_\_\_\_\_  
Department \_\_\_\_\_

- A. The bidder/ proponent must submit the proposals in sealed envelopes and as per specified procurement method (single/two stages)(one envelope/two envelopes)
- B. The proposal shall be clearly marked on the outer side” technical proposal” “financial proposal” or technical and financial proposals as the case may be.
- C. The proposal shall be typed in New Times Roman with font size 12 and single spacing. Any hand written part or full proposal (either technical or financial) shall be rejected and shall be in English.
- D. The proposals must contain a transmittal letter on the bidder’s letterhead, duly stamped by authorized representative (as per prescribed specimen).
- E. The envelopes should be on the name address and contact details of the addresses and the addressors.
- F. The proposal shall contain the copy of legislation with one of the mandated authorities of Government of Pakistan along with the national tax number certificate.
- G. The proposal shall contain sales tax registration certificate (optional).
- H. The proposal shall have complete work plan and delivery schedule without which no weightage will be given in accordance with the bid evaluation criteria.
- I. The bidder shall specify validity in days, the submitted bid < Name of procuring entity> may under exceptional circumstances request for extension in bid validity which shall be for not more than the period equal to the period of the original bid validity.

- J. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short listed, no such association will be allowed.
- K. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- L. The proposals should be in accordance with enclosed specifications and technical design (if any) (optional)
- M. Response time: all bidders shall submit proposals\ as per these insufficient on or before close of office on 14-10-2020 till 11 AM to Focal Person Telemedicine Project at Police and Services Hospital Peshawar Khyber Pakhtunkhwa these will be opened at 11:30 AM No proposal in any case shall be accepted after the deadline.
- N. The proposal/bidder shall submit audited financial statements for the last three years and account balance statement for the current ongoing years. (Optional)
- O. The bidder shall submit an affidavit that it has never been blacklisted.
- P. Submit statement of any history of litigation or ongoing.
- Q. The bidder will deposit bid security money with procuring entity equal to RS100,000/- along with the bid in the envelope containing Technical proposal. The bid security money so deposited shall be returned to the depositor after signing the contract.
- R. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.
- S. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- T. “OPTIONAL”. The procuring, entity may ask for a performance bank guarantee at 10% of the total contract value. This bank guarantee should be from a scheduled bank.
- U. Contract will be signed with the successful bidders and its terms and conditions will govern the executive of the contract.
- V. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).

**Bid Form and Price Schedules**  
**BID FORM-1**  
**BID COVER SHEET**  
**Mandatory General Information of Applicant Firm**

**NOTE: Complete filling of this form along with the provision of all requisite information is mandatory. Missing or not providing any of the requisite information may lead to disqualification of the bidder/s from the bidding competition without any correspondence.**

S.No.	Name of the Bidding Firm:	
1.	Please indicate whether the firm is: <ol style="list-style-type: none"> <li>i. Manufacturer, or</li> <li>ii. Importer, or</li> <li>iii. Authorized dealer/ sole agent</li> <li>iv. Both; Manufacturer as well as Importer for this bidding competition.</li> </ol>	
2.	Please indicate out of the following category/ies, under which the Firm is applying for bidding: <ol style="list-style-type: none"> <li>1)</li> <li>2)</li> </ol>	
3.	Please provide names, attested copies of CNICs, two recent attested photographs, valid street addresses in Pakistan, all working landline, mobile phone numbers and valid email address of the following: <ol style="list-style-type: none"> <li>i. Owner/Proprietor of the Firm; and</li> <li>ii. Managing Director / CEO of the Firm; and</li> <li>iii. Focal person officially made responsible and authorized by the Firm for day to day official correspondence/communication with the procuring agency related in relation to this bidding competition.</li> </ol> <p><b><u>Note:</u></b></p> <p>1. In case of winning this bidding competition the focal person of the successful bidder shall be responsible for communication with procuring agency regarding supply related issues, replacement of short expiry items etc. in order to facilitate the procuring agency in the best public interest.</p>	
4.	Please provide the following valid information regarding applicant Firm: <ol style="list-style-type: none"> <li>i. Complete street address of the:               <ol style="list-style-type: none"> <li>a. Head Office</li> <li>b. Main warehouse; and</li> </ol> </li> <li>ii. Valid &amp; working official Landline Phone and Fax Numbers; and</li> <li>iii. Valid Mobile phone number/s of the Focal Person registered which should be registered his/her CNIC No. and name; and</li> <li>iv. Valid and functional Email address; and</li> <li>v. Official Website address/es.</li> <li>vi. Valid official E-mail address of the principle manufacturer for the purpose of verification of</li> </ol>	

	documents as and where required.	
5.	Please provide, in original, the bids security instrument amounting as per instructions of Bid Data Sheet and advertisement. <b>Note:</b> Please also provide an attested photocopy of the same bids security document in the sealed envelope of technical Proposal.	
6.	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.	
7.	In case of being a Manufacturer, the Firm should provide attested copies of the following documents also, if applicable: 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 iv. Valid Price List of the quoted item/s v. Dissolution Profile for each quoted drug / medicine item belonging to the category of oral dosage form.	
8.	In case of being Importers, the Firm should provide attested copies of the following documents also (where applicable): 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 / Quality Assurance Certificate/ Quality Control Certificate or Medical Device Management Certificate 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 (Non provision of the same shall lead to disqualification of the firm. 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 the same shall lead to disqualification of the firm. vi. Valid Price List of the quoted items. <b>Note:</b> The documents mentioned in section 8 (iv, v) of this bid form 1 shall be examined at the time of inspection by the panel of TELEMEDICINE PROJECT expert/s in original. Non provision of this document shall lead to disqualification of the firm.	
9.	The bidding Firm shall also provide an Affidavit on Judicial Stamp Paper of the value of at least Rs. 100/- (Rs. One Hundred Only) for the following undertaking: i. I / We have carefully read the whole set of Standard Bidding Documents for this bidding competition and that I / We have fully understood and agree to all the provisions (including, but not limited to, those provided under ITB 29.1 of the Bid Data Sheet), terms and conditions, evaluation criteria, mechanism of evaluation & selection of items for which the Firm has applied for competition; and ii. I / We fully understand and agree that the bidding competition for which I / We have applied to enter in, shall be based on merit based scoring system for the evaluation of technical bids which has inverse relationship with the rates quoted by the bidders in their financial bids submitted; and that in this situation, the lowest financial bid/s may or may not win the bidding competition; and iii. I / We guarantee that the quoted drug / medicine items are, and shall be, freely available in the market of Pakistan; and particularly in the market of Khyber Pakhtunkhwa Province; and iv. I / We shall provide to the inspection team/s of expert/s authorized for the purpose by the Directorate General Health Services Khyber Pakhtunkhwa; an uninterrupted and free access to all relevant documents, sections of the manufacturing facilities / unit, storage and warehousing facilities as well as any other area relevant, as deemed appropriate by the above mentioned team for their purpose of visit/s. v. In case any documents submitted in relation to this bidding competition or any undertaking given by the Firm, if found incorrect or false or misleading or diverting the decision making for the competition, shall be liable to	



	<p>be proceeded for blacklisting for any business with / by the Government of Khyber Pakhtunkhwa, Health Department, confiscation of bids security and / or any other lawful action as deemed appropriate by the Government of Khyber Pakhtunkhwa, including that to be taken in concert with the DRAP or any other body / entity of the Federal Government; and</p> <p><b>vi.</b> I / We have fully understood that the furniture, it equipment &amp; power back up items shall be evaluated / examined by expert/s nominated by the Technical Evaluation Committee / Selection &amp; Rate Contracting Committee of the Tele Medicine Project, Peshawar at its sole discretion; and that the Firm shall fully agree and abide by the decision / opinion, whatsoever, of the said expert/s regarding the selection, or otherwise, of the quoted item/s for purchase / rate contracting.</p> <p><b>vii.</b> I / We also undertake that submission of any false/bogus/fake/forged/ fabricated/tampered document shall lead to disqualification of our firm from this bidding competition as well as to other lawful action/s to be taken by the concerned authorities.</p> <p><b>viii.</b> I / We have fully understood that no such documents shall be entertained by the Procuring Agency, which is issued after due date of Bid opening.</p>
<p><b>10.</b></p>	<p>I certify and affirm that I have attached /provided all the requisite mandatory documents / information including Bids Security with this Bid and that I fully understand that any document if not provided / missing shall result in the disqualification and declaring my bid as ineligible and thus non-responsive.</p> <p>Signatures: _____</p> <p>Name: _____</p> <p>CNIC No. _____</p> <p>Designation: _____</p> <p>Address: _____</p>

## Bid Form and Price Schedules

Date: \_\_\_\_\_  
IFB No: \_\_\_\_\_

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

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity

(if none, state "none")

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
signature]

\_\_\_\_\_  
[in the capacity of]

### Price Schedule in Pak. Rupees

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page of \_\_\_\_\_

1	2	3	4	5	6	7
Item	Description	Country of Origin	Quantity	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required:

Signature of Bidder \_\_\_\_\_

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

### GENERAL TERMS AND CONDITIONS

Ser. #	Description / Specification	Qty.	Unit Rate (Rs.)	GST + Income Tax + any other applicable tax	Delivery Period	Total
1.						
2.						

1. Following are the details regarding request for quotation for [insert title of the procurement].

Matrix to be filled by the bidder as per the instructions laid down here.

**2. General Terms and Conditions** Following are the General Terms and Conditions

- a. The above details shall be submitted in a sealed envelope
- b. **Sample must be submitted separately.** In case samples are not provided, quote will be considered non-responsive. If sample was considered as unsatisfactory by the panel of Telemedicine expert/s during the process of sample evaluation as part of process shall be considered as non-responsive.
- c. The Supplier (s) must be registered with the Sales Tax authorities.
- d. Warranty of Goods shall be provided along with (as the procuring entity may deem necessary) “quote” “the warranty period shall be;
  1. For goods belonging to the categories of Furnisher and IT equipment in addition to the terms and conditions of the with Procuring Agency (contract Agreement), shall provide warranty to the Procuring Agency under all the relevant Section/s of applicable government laws and rules.
- e) The quote (s) must remain valid till 30<sup>th</sup> June 2021
- f) All suppliers shall mention all applicable taxes in their quotes. In case any supplier has not done so, the procuring entity while comparing the offers will add the applicable taxes to the total quoted amount for each item.
- g) The request for quotation is non-transferable.
- h. Quotations must be submitted on or before the given time and date to the officer-designate for the purpose. No late quotation for any reason whatsoever, will be considered.
- i. The quote(s) must be accompanied with an bid security valuing RS.100000 single bidder.
- j. NTN certificate shall be enclosed.
- k. Each supplier can only submit one offer / quote.
- l. The quotation must carry the authorized signatures of the representative of the supplier.
- m) [insert name of the procuring entity] has the right to accept or reject any or all offers without assigning any reason thereof.

Thanking you.

**SYSTEM BREAKING / DISQUALIFICATION POINTS IN TECHNICAL EVALUATION CRITERIA:**

- a. These system breaking / disqualification points mentioned in this section are in addition to the provision of mandatory documents, as elaborated in Bid Cover Sheet.
- b. During technical evaluation of the quoted bids, bidders may stand disqualified if the Scrutiny Committee for bids evaluation and /or Inspection Team/s find and declare any of the shortcoming/s related to the documents and/or manufacturing units regardless of completion / fulfillment or otherwise of any terms and conditions, criteria and /or codal formalities.
- c. 50% marks in each proforma shall be considered as mandatory for financial opening along with other mandatory parameter.
- d. Further details of system breaking points / issues for various categories of items are as follows:

**Focal Person Telemedicine Project**  
Telemedicine Hub at Police and  
Services Hospital Peshawar Khyber  
Pakhtunkhwa  
**Phone: 091-5275741/9210509**  
**Fax: 091-9210543**

**GENERAL AND SPECIAL CONDITIONS OF  
CONTRACT**

**A. LANGUAGE**

All communications and documentations related to procurements shall be in English.

**B. BID SECURITY DEPOSIT (Where Applicable)**

Unless otherwise agreed between the Procuring entity and the Supplier, the later shall deposit with the Procuring Entity a sum of Rs.100,000 single bidder' for their quoted item/s.

**C. PLACE AND TIME OF DELIVERY**

The Supplier/Vendor/bidder shall as may be required by the Procuring entity either deliver free at, places detailed in the said Schedule, the list and Quantities of the goods detailed herein and the goods shall be delivered out not later than the dates specified.

*(i) Delivery Schedule*

Ser. #	Item /	Date of	Place of	Verification	Acceptance
	Deliverable	delivery	delivery		

**D. VARIATIONS / REPEAT ORDERS**

The Procuring entity may during the execution of the Contract, by notice in writing may direct the supplier to alter, amend, omit, add to or otherwise vary any part of the Schedule, in agreement with the Service Provider, and the Service Provider shall carry out such variations and be bound by the same conditions. Provided that repeat orders are within a period of six months, and that it does not exceed fifteen percent of the original contract value as per KPP Rules 2014.

**E. INSPECTION of Goods on Delivery (whole applicable)**

The goods shall be inspected by the inspecting team of the Procuring entity for quality/quantity etc at the agreed location/warehouse of the Procuring

entity before the goods are provided/supplied at their final destination.

Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity and quality claims. In case the goods are not found in conformity with the contracted quality/specifications, procuring entity shall have the right to lodge claims within 30 days from the date of inspection of the goods.

In case of dispute by the supplier, joint re-inspection of the supplied material shall be carried out, at the cost of the supplier, in presence his or his authorized representative either at a laboratory designated by the procuring entity or by a neutral independent entity as jointly agreed.

## **F. PACKAGING**

Material/works/service should be packed suitably in appropriate wooden/metallic boxes/containers/pallets in such a manner that the goods are not lost or damaged in handling/transportation and the packing should be suitable enough to reach at the stores of procuring entity safely.

Each pack or container should clearly indicate the following information:

- Purchase Order Number and date.
- Name of Product/Deliverable.
- Quantity
- Gross and net weights
- Name of Manufacturers/service providers

Manufacturer's instructions regarding the maximum storage life of the product and the storage conditions must be followed.

Material/works/service should be delivered at the stores of procuring entity in original packing of the manufacturer.

In addition to the above

## **G. PERFORMANCE BANK GUARANTEE (OPTIONAL)**

Successful bidders shall furnish a Performance Bank Guarantee of 10%(where applicable) of value of Purchase Order/Tender price/Contract on the proforma prescribed provided that the guarantee is issued by any of the approved Banks within 20 days of issuance of the letter of acceptance. The performance guarantee shall remain valid throughout the execution of purchase order/contract and shall be returned within 10 days after the expiry of warranty period and satisfactory performance

If such Guarantee is issued by a foreign bank, it should be countersigned by a Pakistani bank on the approved list of banks.

**H. FORFEITURE OF PERFORMANCE BANK GUARANTEE**

The Performance Bank Guarantee may be forfeited if the service provider fails to deliver or supply goods in accordance with the terms and conditions of the Purchase Order or commits any breach of the Contract / Purchase Order.

**I. PAYMENT CLAUSE** Payment shall be made on production of

the following documents: -

- a. The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.\_\_\_\_, Material Receiving Report No.\_\_\_\_, and Acceptance Note No.\_\_\_\_, with date, price/rate of each item.
- b. Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
- c. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- d. Valid Income Tax Exemption Certificate (otherwise Income Tax at current applicable rates shall be deducted from the invoice). (where applicable)
- e. National Tax Number.
- f. Sales Tax Registration Number.
- g. Certificate in original issued by any one of the Independent Inception (where applicable).
- h. Bank Account Number and Branch.
- i. Recovery of all applicable taxes at source should be made as per rules
- j. Certificate from procuring entity stating Goods as per standard / professional requirement (format given below)

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

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

The suppliers shall appoint a focal person who shall coordinate with



procuring entity at all times during the execution of the project (representing consultant firm /organization). The Project Coordinator shall have the qualifications as may be agreed between the client and the consultant.

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

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

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

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

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

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

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

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

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

**L. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION**

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

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

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

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

**M. INDEMNITY**

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

**N. SUB-LETTING CONTRACT**

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

**O. BRIBES COMMISSION ETC.**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to

the execution of this or any other contract with the procuring entity, shall in addition to any criminal liability which he may incur, subject the contractor to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation under clause 8 hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive.

## **P. TERMINATION End of Services**

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

### **Termination by the Client**

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

### **Termination by the Supplier**

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

## **Q. FORCE MAJEURE**

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

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues.

Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

**R. APPLICABLE LAWS**

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

**S. CONTRACT AMENDMENT**

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

**T. NOTICES**

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

To: The Client

To: The Supplier -----

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

S #	ITEM NAME	CATEGORY	SPECIFICATIONS
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## Schedule of requirement

S.No	Name of Items	Quantity (Nos)	Remarks
01	Office Table	08	Selection will be sample based after compliance with Qualification criteria
02	Patient Examination Coach	05	
03	Office/ visiting chair	30	
04	Wooden cup board	05	
05	Revolving Chair Low Back	10	
06	Patient Stool	10	
07	Computer table	02	
08	Revolving Chair	03	
09	2KVA Solar System	05	As per Qualification & Evaluation Criteria
10	UPS System 3000 watt	01	
11	Printer	06	
12	Printer (3 in 1)	01	
13	Photocopier	01	
14	Fax Machine	01	

1	Office Table	Furnisher	<ul style="list-style-type: none"> <li>• 03 drawers, dark furniture taupe, reclaimed wood look,</li> <li>• Hollow core desk, silver medal frame.</li> <li>• Size: width 60 inches/ dimension : 30 inch, /</li> <li>• height: 31 inch. Frame 1"x1". 16guage</li> <li>• Color : furniture colour: lassani lamination &amp; Silver frame</li> </ul>
2	Patient Examination Coach	Furnisher	<ul style="list-style-type: none"> <li>• Frame to be one piece welded mild steel powder coated.</li> <li>• Headrest to have step less angle adjustment from horizontal to 75°</li> <li>• 2" Mattress of 2.5 lbs./cft density with water proof sterilize able cover.</li> <li>• Paper roll holder to be fitted at head end and suitable for paper rolls up to 510mm wide.</li> </ul> <p>Size Approx. 2000mm x 500mm with standard height.</p>
3	Office/visiting chair	Furnisher	<p>Cushioned seat and back on black leatherette upholstery and</p> <ul style="list-style-type: none"> <li>• Armrests and chrome sled legs.</li> </ul>
4	Wooden cup board	Furnisher	<ul style="list-style-type: none"> <li>• With 4 shelves (Five Compartment).</li> <li>• Size 4ft x 6ft x 1.5ft (WxHxD)</li> <li>• Heavy duty locking mechanism</li> </ul>
5	Revolving Chair Low Back	Furnisher	<p>Revolving Chair hydraulic with steel base cushioned with best quality foam and cloth.</p>
6	Patient Stool	Furnisher	<ul style="list-style-type: none"> <li>• Stool with 16 SWG stainless steel structure and seat of diameter 300mm.</li> <li>• Height adjustable by simple spun mechanism.</li> <li>• Height adjustment not less than 53cm to 68cm.</li> </ul>
7	Computer table	Furnisher	<ul style="list-style-type: none"> <li>• WIDTH : 2 ft, length 4 ft</li> <li>• Sheesham ven board with 01 drawer ,</li> <li>• 01 CPU box</li> <li>• pull out keyboard and mouse tray</li> </ul>

8	Revolving Chair	Furnisher	<ul style="list-style-type: none"> <li>• Revolving Chair hydraulic</li> <li>• with steel base</li> <li>• cushioned with best</li> <li>• quality foam and cloth</li> </ul>
9	2KVA Solar System	Power Backup	<ul style="list-style-type: none"> <li>• 2000 Watts (2 KVA) 24 Volts DC, 220 Volt AC Single Phase Output, MPPT Charge Controller with Hybrid Charging and electronic protections complete in all respect.</li> <li>• 12 Volt, 200 AH Deep Cycle Maintenance Free GEL Batteries 2</li> <li>• 300 Watt Solar Panel (Mono-Crystalline) PV Module with 25 Years Power Output Warranty, 8</li> <li>• Solar Panel Mounting Structure ,made of Hot Dipped Galvanized Steel Structure (Angle Iron) 16</li> <li>• 16mm (sq) flexible cable 99.9% copper</li> </ul> <p>Transportation / Installation Charges to be bared by the firm</p>
10	UPS System 3000 watt	Power Backup	<ul style="list-style-type: none"> <li>• UPS 3000 watt pure sinewave</li> <li>• output voltage: Configurable for 220 : 230</li> <li>• Efficiency at full load: Up to 92% with at least 120 minutes backup</li> <li>• Output frequency(sync to mains):50/60 Hz +/- 3 Hz user adjustable</li> <li>• Output power capacity: 3000 watt or better</li> <li>• Nominal input voltage:180 to 230 V</li> <li>• Input frequency:45 – 65 Hz (auto sensing)</li> <li>• Input connections: Hardwire 3-wire(1PH + N + G)</li> <li>• Battery type: Maintenance-free</li> <li>• Emergency power off</li> <li>• Control panel: LEDs</li> </ul>
11	Printer	IT Equipment	<ul style="list-style-type: none"> <li>• LaserJet Printer (B&amp;W)</li> <li>• Print Speed: 22 PPM (A4) or higher</li> <li>• Resolution: 600 x 600 dpi</li> <li>• Power: 200-240 v</li> <li>• Connectivity: USB cable</li> <li>• Operational Manuals, Drivers, Power card and interfacing cable</li> </ul>

12	Printer (3 in 1)	IT Equipment	<ul style="list-style-type: none"> <li>• LaserJet technology</li> <li>• Print, Copy and Scan</li> <li>• 40 ppm or higher, Print: 1200 x 1200dpi,</li> <li>• 6 inch or higher   LCD full functional touch screen</li> <li>• Copy: 600 x 600dpi or higher</li> <li>• At least Letter, Legal or higher (A3)</li> <li>• Automatic Duplex Printing/Scanning (Standard)</li> <li>• Power: 200-240 v</li> <li>• Connectivity: Wi-Fi, USB port and USB cable</li> <li>• Operational Manuals, Drivers, Power card and interfacing cable</li> </ul>
13	Photocopier	IT Equipment	<p>Desktop type photocopier machine</p> <ul style="list-style-type: none"> <li>• Display: LCD display</li> <li>• All in one function: Print, Scan, Photocopy</li> <li>• Speed: 35 ppm or better</li> <li>• Paper capacity: 500 sheets tray</li> <li>• Number of papers tray: 2 trays + 1 by pass</li> <li>• Warm up time: 30 second or less for warm up the machine</li> <li>• Memory: 1 GB</li> <li>• Power: 200-240 v</li> <li>• Connectivity: LAN / USB</li> </ul> <p><b>Stabilizer:</b> With Servo motor stabilizer.</p>
14	Fax Machine	IT Equipment	<ul style="list-style-type: none"> <li>• Print Method Laser Print</li> <li>• Speedup to 10 PPM</li> <li>• Paper Tray Capacity 250 sheets</li> <li>• ADF Capacity 15 sheets</li> <li>• Fax Modem Speed 33.6 Kbps Super G3</li> <li>• Fax Transmission Speed 4 seconds per page</li> <li>• Quick Scan,</li> <li>• Data Compression System MH/MR/MMR</li> <li>• Fax memory capacity Approx. 120 pages of memory transmission memory reception Approx. 170 pages</li> <li>• Out of Paper Reception</li> </ul>



			<ul style="list-style-type: none"> <li>• ECM , Dual Access ,Telephone Handset , TEL/TAD/FAX Switching</li> <li>• Print Resolution 600 x 600 dpi</li> <li>• Copy</li> <li>• Auto Fax Reduction</li> <li>• Power input 220VAC</li> </ul>
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**QUALIFICATION CRITERIA**

Following is the qualification criteria. Procuring Entity may add more (in case required) strictly in accordance with the PPRA rules.

1. Bidders should be registered entities with the Government (contractor with PEC; Company with SECP or any other authority). However bidders are not required to be locally registered with the procuring entity
2. Carrying a National Tax Number (NTN) , or a CBR Tax Exemption

Certificate;

3. Sales tax certificate (where required)
4. Financial health (Financial Audit Report, Bank Statement in the past 3 fiscal years);
5. Should demonstrate similar experience for at least <specify years>
6. Shall provide on a stamp paper an Affidavit stating that the proponent has never been blacklisted by any government/semi-government organizations (procuring entity) under the administrative control of the federal / provincial governments.
7. In addition to the above bidders must fulfill all the mandatory requirement mentioned in these SBDs i.e.

**Technical Evaluation Criteria for Furnisher Item For Serial No 1 to 8 as in  
SOR**

<b>S. No.</b>	<b>Description of Variables</b>	<b>Allocated Points</b>
	Product General Information	
	Ref. No of item in SBD Schedule of Requirement	

	Name of equipment	
<b>1</b>	<b>Conformance to the specification subject to the clearance on Sample test</b>	
1.1	Total compliance with specification given in statement of Requirement subject to the clearance on sample test by the Inspection Committee. <b>Excellent</b>	70
1.2	Total compliance with specification given in statement of Requirement subject to the clearance on sample test by the Inspection Committee. <b>Good</b>	50
1.3	Total compliance with specification given in statement of Requirement subject to the clearance on sample test by the Inspection Committee. <b>Satisfactory</b>	30
1.4	Sample rejected by inspection committee or low-quality sample provided, the firm will be considered as non-responsive for the quoted item and no marks will be awarded.	0
<b>2</b>	<b>After Sale Past Performance</b>	
2.1	5 marks for each after sale satisfactory performance certificate (verifiable) for the quoted model or previous provided model of quoted items	15
<b>3</b>	<b>Warranty</b>	
3.1	One-year warranty for All quoted items of furnisher	No marks, being Mandatory Parameter
<b>3.2</b>	The bidder will have to give valid proof of being manufacturer / importer / authorized dealer.	No marks, being Mandatory Parameter
<b>4</b>	<b>Financial strength of the firm</b>	
<b>4.1</b>	One year ( Last FY) Sale Tax returns Rs.2 M per annum will be awarded 05 marks Last year Audited Balance Sheet Duly attested by Chartered Accountant 5 marks Last year annual turnover above 10 million 5 marks	<b>15 marks</b>

**Technical Evaluation Criteria for IT Equipment & Power Back UP Items**

<b>S. No.</b>	<b>Description of Variables</b>	<b>Total points</b>
<b>A</b>	<b>Product Evaluation Parameters</b>	
<b>1</b>	<b>Product General Information</b>	
1.1	Ref. No of item in SBD Schedule of Requirement	

1.2	Name of equipment	
<b>2</b>	<b>Conformance to Specification</b>	
2.1	Fully compliance with the required specifications as per statement of requirement. Up to a maximum of four Minor deviations may be accommodated subject to the condition that main function and performance in any aspect would not affect. However, up to four marks will be deducted.	60
	<b>Product / Firm Certification</b>	
3.1	Authorization certificate from the manufacturer if the bidder is not a manufacturer.	No marks, being Mandatory
<b>4</b>	<b>After Sale Product Local Performance</b>	
4.1	05 mark for each satisfactory performance certificate	10
6.4	Comprehensive Warranty of 24 months for all items in back up and ITEquipment category	No marks, being Mandatory
<b>2</b>	<b>Workshop facility</b>	
2.1	Fully Functional workshop at Peshawar.	10
<b>3</b>	<b>Firm Financial Strength</b>	
3.1	Marks will be allocated on the basis Annual turnover 5 million 5 marks	10
3.2	Sale Tax returns Rs.0.5 M per annum	05
3.3	Last year Audited Balance Sheet Duly attested by Chartered Accountant	05

**SYSTEM BREAKING / DISQUALIFICATION POINTS IN TECHNICAL EVALUATION CRITERIA:**

- a. These system breaking / disqualification points mentioned in this section are in addition to the provision of mandatory documents, as elaborated in Bid Cover Sheet.
- b. During technical evaluation of the quoted bids, bidders may stand disqualified if the Scrutiny Committee for bids evaluation and /or Inspection Team/s find and declare any of the shortcoming/s related to

the documents and/or manufacturing units regardless of completion / fulfillment or otherwise of any terms and conditions, criteria and /or codal formalities.

- c. The technical prequalification mode of Telemedicine Projectbids for the FY 2019-20 comprises different evaluation proformas each having system breaking points and non-compliance of any of these system breaking parameters on part of bidder shall lead to disqualification of firm and /or quoted item/s, whatever the case may be. 50% marks in each proforma shall be considered as mandatory for financial opening along with other mandatory parameter.
- d. Further details of system breaking points / issues for various categories of items are as follows:

A. **Importers of Consumables and Medical Devices**

- i. Valid cGMP Certificate / Quality Assurance Certificate/ Quality Control Certificate or Medical Device Management Certificate 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. Non provision of the same shall lead to disqualification of the firm.
- ii. 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 the same shall lead to disqualification of the firm.
- iii. Valid Drug Sale License, if applicable.
- iv. Valid enlistment/ Registration from DRAP, if applicable.

B. **Importer/s of Anti Seras Products:**

- i. Valid cGMP Certificate / Quality Assurance Certificate/ Quality Control Certificate or Medical Device Management Certificate 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. Non provision of the same shall lead to disqualification of the firm.
- ii. 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 the same shall lead to disqualification of the firm.
- iii. Valid Drug Sale License, if applicable.
- iv. Valid enlistment/ Registration from DRAP, if applicable.

8. The bidder must also obtain 50% marks in the technical evaluation criteria to be considered as responsive.

### **DETAIL OF STANDARDS**

Note: As already mentioned in relevant section of these SBDs, 50% marks in these technical evaluation proforma shall be considered as qualification criteria to be considered as responsive.

Delivery / Deliverable accepted since it meets acceptable / best quality standards (5/4)

(Assessment /Evaluation Officers)  
Name and Designation

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

Procuring Officer  
Procuring entity and its address

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

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

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

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

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

6. Our liability hereunder is limited to  
NAME OF THE BANK

WITH ADDRESS \_\_\_\_\_  
AUTHORISED OFFICER OF THE BANK

<Name of procuring entity>

<Address of procuring entity>

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

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

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

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

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

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

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

NAME OF BANK  
WITH ADDRESS  
AUTHORISED OFFICER OF THE BANK



## **PURCHASE ORDER /**

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

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

**TELE MEDICINE PROJECT, PESHAWAR, HEALTH DEPARTMENT**  
**GOVERNMENT OF KHYBER PAKHTUNKHWA RATE CONTRACT AGREEMENT**  
*(for successful bidders)*

**AFFIDAVIT**

**THIS RATE CONTRACT AGREEMENT** is made and agreed today on the \_\_\_ day of [Month\_\_\_\_], 2019 between the Focal Person Telemedicine Project Peshawar, Health Department, Government of Khyber Pakhtunkhwa (*hereinafter referred to as the Purchasing Agency or first party, which expression shall, where the context admits, be deemed to include the successors and / or assignee/s of the Provincial Government of Khyber Pakhtunkhwa*); and Messrs. [**Name of Supplier**], authorized agent of M/S \_\_\_\_\_ for \_\_\_\_\_ goods

\_\_\_\_\_ through

Mr. \_\_\_\_\_ Designation

\_\_\_\_\_ CNIC No. \_\_\_\_\_, (*hereinafter referred to as the Supplier or second party or he or his or him, which expression, unless repugnant to the context, means and includes their legal heir/s, successors-in-interest, assignee/s and legal representative/s*) that:

The Parties agree as under:-

**1. Validity**

1.1 This contract agreement shall be valid up to 30<sup>th</sup> June 2021

**2. Supply items**

2.1 The supplier shall supply the items in a manner specified in relevant sections of bid solicitation documents of Telemedicine Project or FY 2020-201.

2.2 The Inspection committee shall examine the quality and quantity of the supplied items and can reject if found in contravention to any of the approved specification of bidding document.

2.3 The supplier agreed and undertakes that it shall be his / her sole responsibility for the replacement of any breakage, shortage, or any other default during the supply order within 2 weeks of the issuance of replacement order.

2.4 The Unit price quoted by the bidder shall be: inclusive of all duties, taxes & levies as per law.

**3. Expiry.**

3.1 The expiry of the consumables must be 70% at the time of supply.

3.2 The firm shall replace the short expiry consumables and/or Medical Devices and/or kits and/or Non-drug items etc. within 30 days of the intimation to the supplier if the same are not utilized in time in Telemedicine Project Peshawar.

3.3 The Authority at Telemedicine Project will intimate the firm when expiry of the consumable /reagents remains 20%.

**4. Payment.**

4.1 Payment shall be made to the supplier after successful inspection by the inspection committee and test check of the consumables by the Inspection Committee.

- 4.2 The contractor shall submit invoice, bills/claims to the authorized officers for verification and signature who shall duly authenticate/ verify the acknowledgement of supply item before payment released to supplier.
- 4.3 The supplier shall certify on the bills/Claims that rate of the supplied item/kit do not exceed the approved rate.
- 4.3.1 The Purchasing Agency shall, in no case, be responsible or held responsible for any complications in making payments to Supplier that may arise from the closure of financial year, and / or lapse, and / or surrender of public funds, vis-à-vis, the standard and normal public sector financial management laws, rules, regulations, procedures and practices governing the Procuring Agency, and / or Purchasing agency/ies.

**5. Place of delivery.**

- 5.1 The supplier shall be bound to ensure supplies in compliance to the supply order of Tele Medicine Project.
- 5.2 The supplier shall supply the item/s within the specified time as mentioned in the supply order.
- 5.3 The Procuring Agency shall bear no charges on account of delivery, services or transportation of items supply.
- 5.4 The Supplier shall be solely responsible for any damage or untoward incidence, maintenance of required temperature and protection from light and other environmental conditions as well as other hazards that may possibly or potentially affect the safety, quality and efficacy of the supplied goods till the time of delivery and the consequences arising therefrom, if any.
- 5.5 The Supplier shall be solely responsible for the safe and appropriate method and mode of transportation, loading and / or unloading and staking of the supplied items till, and at the time of delivery to the destination address indicated by the Procuring Agency.
- 5.6 The supplier shall be bound to ensure the provision of temperature controlled items ensuring end to end cold chain facility by providing data logger/s with supplies to the procuring agency.

**6. Rates.**

- 6.1 The supplier shall supply the items/kits as per supply order on the approved rates.
- 6.2 The supplier shall not claim any increase in the rates as determined in the clause 6.3 on account of any escalation in the cost , transportation or any other service/s.
- 6.3 The approved rates are attached as per award list of the procuring entity.
- 6.4 The Firm shall provide a certificate on judicial stamp paper that rates offered are not higher than the rates already provided to any public institute/departments in Pakistan, any kind overpayment, if pointed out at any stage or by audit, the firm shall be responsible for recovery of overpayment.

**7. Disputes Resolution.**

- 7.1 All disputes between the party/ies arising out of this agreement or in relation thereto, as the case may be, the supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between

them under or in connection with the contract and/or supplies. However, despite such negotiation if the Procuring Agency & Supplier have been unable to resolve amicably a contract dispute, either party may refer the case regarding the interpretation of any clause of this agreement, as the case may be, to dispute resolution committee of TELEMEDICINE PROJECT notified for this purpose.

7.2 If the contractor/supplier still consider himself aggrieved the case may be referred to Secretary Health Office Government of Khyber Pakhtunkhwa, Health Department, Peshawar for decision. The decision of the Secretary health office shall be final and binding on both parties and not be challenged in any court of law.

#### **8. Termination of the contract.**

8.1 It is agreed and declared by the parties that the Procuring Agency is empowered to terminate this contract agreement at any time.

8.2 It is further agreed by the parties that 15`days advance notice shall be served on the supplier for termination of this agreement.

#### **9. Supersession of all prior understanding.**

9.1 It is agreed and declared by the parties that this agreement constitutes the sole understanding with respect to the subject matter hereof and supersede all the prior understanding written or verbal between the parties.

9.2 It is further agreed between the parties that the Procuring Agency has the power to amend the terms and condition of this agreement. However, the said amendment shall not in any way cause any financial loss to the parties.

#### **10. Penalty.**

10.1 In case of default by the supplier, the Procuring Agency has the right and authority to make alternate arrangement and proceed against the supplier as given bellow.

10.2 Purchase at supplier risk and cost which shall be met from the security deposit at the prevailing market rate.

10.3 Blacklisting of the firm in light of Rule 44 of KPPRA Rules 2014.

10.4 Upon delay in supply from thirty-one to forty-five (31 to 45) days, a lump sum penalty amounting to three per cent (03%) 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 Procuring Agency.

10.5 Upon delay in supply from forty-six days up to sixty days (46 to 60), instead of three per cent (03%) as in clause- 10.4 above, a lump sum total penalty amounting to seven per cent (07%) 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 Procuring Agency.

10.6 In case of delay in supply beyond sixty days, as in clause-10.5 above, the supply order issued by the Procuring Agency shall stand cancelled to the extent of non-supplied items and in such a case, the Procuring Agency shall have the right, duty and authority to impose any or all of the below mentioned penalties; that is

- Forfeiting the bids security and / or performance guarantee of the Supplier as related to this contract agreement; and / or
- Immediately debarring the Supplier from future participation and business for at least next three (03) calendar years with the Government of Khyber Pakhtunkhwa through Telemedicine Projector any other health institution, project and / or Program directly or indirectly run or implemented by or through the provincial Health Department or Purchasing Agencies in the Province, as defined in the SBDs.
- Initiating the process for and recommending for permanent blacklisting of the Supplier with the Procuring Agencies.

#### **11. Taxes and Duties.**

11.1 The supplier agree and undertakes that incase of change in any Tax, Duty or Levy imposed by the Federal Government or Local Body will be applicable as per FBR/Govt. Notification.

11.2 All Taxes on any item of supply prior to the delivery of item shall be borne by the supplier.

#### **12. Performance Guarantee/Security:**

12.1 In case of initial supply order the performance security shall be submitted prior to contract award / signing of contract, however, for subsequent supply orders the performance security shall be submitted within 15 days of placement of supply order.

12.2 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 (12.1) above.

12.3 Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract and/or may be proceeded as under clause 10.6 of this Contract Agreement.

#### **13 Miscellaneous**

13.2 This contract is subject to force majeure.

13.3 The parties have agreed that in this agreement the time is of the essence.

13.4 All duties and liabilities are subject to "seller" under the Laws of Pakistan.

13.5 Notwithstanding any rights, duties and / or remedial measures and / or Managerial actions taken and / or to be taken and / or any powers exercised and / or to be exercised by the Procuring Agency with regard to the execution of this contract agreement, the Supplier agrees to indemnify all of them for any loss or damage incurred or inflicted upon by them in individual or official capacity

upon the Supplier whether through any of their actions and / or practices and / or otherwise.

**Notices:** All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

**For the Purchaser:**

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**Assignee of the supplier**

**Assignee of the TELEMEDICINE PROJECT**

Representative

Focal Person Tele Medicine Project

NIC#

Address#

Contact #

<p><b>WITNESS NO. 1</b> <b>Signature:</b> <b>Name:</b> <b>Father's Name:</b> <b>Address:</b> <b>CNIC No.</b></p>	<p><b>WITNESS NO. 2</b> <b>Signature:</b> <b>Name:</b> <b>Father's Name:</b> <b>Address:</b> <b>CNIC No.</b></p>
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