



Government of Khyber Pakhtunkhwa

Health Department

INTEGRATED DISEASE SURVEILLIENCE AND RESPONSE SYSTEM  
(IDSRS) (DGHS-KP)

Standard Bidding Documents

For National Competitive Bidding  
Pakistan

For  
PROCUREMENT OF OUTBREAK INVESTIGATION TOOLS KITS, IT  
EQUIPMENT, STATIONARY, PRINTING, PPEs, AND OTHERS FOR  
IDSRS FOR THE YEAR FOR FINANCIAL YEAR 2021-22.

### Prebid decision

1. Financial year may be read as 2021-22 instead of 2022-23 and contract shall be valid till 30 June-2022 further specification has been updated and generalized.
2. Bid Security amount may be changed to 100,000 from of 200,000.

**BIDDING DOCUMENTS FOR THE  
PROCUREMENT OF OUTBREAK INVESTIGATION TOOLS KITS, IT  
EQUIPMENT, STATIONARY, PRINTING, PPEs, AND OTHERS FOR  
IDSRS FOR THE YEAR FOR FINANCIAL YEAR 2021-22.**

Note: The prospective bidder is expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

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## 1. INTRODUCTION:

Integrated Health Project, Health Department Khyber Pakhtunkhwa invites sealed bids from the eligible bidders (Suppliers) for the PROCUREMENT OF OUTBREAK INVESTIGATION TOOLS KITS, IT EQUIPMENT, STATIONARY, PRINTING, PPEs, AND OTHERS FOR IDSRS FOR THE YEAR FOR FINANCIAL YEAR 2021-22 for its office through Open Competitive Bidding under rule 6(2) (a) "Single Stage single Envelopes" bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

Description	Dates
Pre-bid meeting	28 <sup>th</sup> April, 2022 at 11:00 am.
Closing/Last submission date	12 <sup>th</sup> May 2022 at 11:00 am
Opening Date	12 <sup>th</sup> May 2022 at 11:30 am
Bid security	100,000 Flat CDR for each category

## 2. INSTRUCTIONS TO BIDDERS:

1. This Bidding procedure will be conducted in light of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Laws, Rules made there under along with Standard Bidding Documents.
2. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
3. All the bidders are required to provide annexure wise complete requisite documents with page marking for their Technical Evaluation / Qualification as prescribed under the rules.
4. The bid should be complete in all respect and must be signed by the bidder.
5. All prices quoted must be in Pak Rupees (PKR) and should include all applicable taxes. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes.
6. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
7. For any query, clarification regarding Services / Bid Solicitation Documents, the applicants may send a written request at least one day prior to the opening date.
8. The Bidder may after its submission withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.

9. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
  - a. Received without earnest money;
  - b. It is received after the date and time fixed for its receipt;
  - c. The tender document and the bids are unsigned;
  - d. The offer is ambiguous;
  - e. The offer is conditional i.e., advance payment, or currency fluctuations etc.;
  - f. The offer is from blacklisted firm in any Federal / Provincial Govt. Deptt.;
  - g. Hand written bids shall NOT be accepted; it must be typed.
10. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.
11. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
12. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
13. In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.
14. Any direct or indirect effort by a bidding firm to influence this institution during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the Integrated Health Project, Health Department Khyber Pakhtunkhwa future bids.

### 3. ELIGIBLE BIDDERS:

1. Bidders must give compliance to the below mentioned clauses as these are mandatory to being eligible for the bidding process. Relevant certificates must be attached.
2. The bidder must be registered with Income / Sales Tax Department, reflected as Active Tax Payer on the list of FBR.NTN and KPK Professional tax (if applicable).
3. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
4. Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPPRA Rules 2014.

3. GENERAL CONDITIONS: -

1. IDSRs, Health Department, Khyber Pakhtunkhwa shall evaluate the proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
2. At any time prior to the deadline for submission of bids, Integrated Health Project, Health Department, Khyber Pakhtunkhwa may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
3. If a bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
4. IDSRs, Health Department, Khyber Pakhtunkhwa may accept or reject any or all of the bids under KPPRA Rules, 2014.
5. Non-Provision of mandatory documents mention in these SBDs shall lead to disqualification of the firm / quoted items.
6. Bid document and required documents must be submitted in Hard Tap binding, Bids in the Clip or box file will not be allowed.
7. The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.
8. The Procuring Agency has the right to inspect the premises of bidder to inspect the setups ensuring proper after sales services, documents mentioned in technical bids and any other relevant details. Premises (office/workshop) of bidder shall be insured through ownership/or rent agreement.
9. The Bid security shall be in shape of DP/CDR/SDR from bank account of the bidder. Ordinary cheque and Payment Order (PO) in the form of bid security shall result in bid rejection.
10. The Unit price quoted by the bidder shall be inclusive of all applicable duties and taxes. All prices shall include relevant taxes & duties, where applicable. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
11. In case of the Importers/Authorized Dealers/Distributors, the firm will ensure that the items are acquired from the original manufacturer and are procured through proper channel as advised by the original manufacturer.
12. Different models/ prices offered for a single item by the same bidder shall be considered as alternate bid and shall be non-responsive.
13. All reservations in SBDs shall be submitted in writing in the pre-bid meeting by authorized person/representative of the firm who choose to attend the meeting.
14. Rates will be valid till 30<sup>th</sup> June 2022.
15. The schedule for supply of goods shall be as under:
  - i. Within 30 days from the date of issuance of supply order by the Purchasing Agency for items to be supplied.

16. The Penalty on late supply of goods shall be charged as under
- i. Penalty @ 1% for late supply up to 15 days.
  - ii. Penalty @ 3% for late supply beyond 15 days.
  - iii. Penalty @ 0.067%/day up to max 10%

#### 4. INVITATION FOR BIDS

##### NOTICE INVITING TENDERS (NIT)

Government of Khyber Pakhtunkhwa, Health Department  
Integrated Disease Surveillance and Response System (IDSRS) (DGHS)

Project Director, Integrated Disease Surveillance and Response System, Health Department,  
Khyber Pakhtunkhwa invites sealed tenders on National Competitive Bidding for the



PROCUREMENT OF OUTBREAK INVESTIGATION TOOLS KITS, IT EQUIPMENT, STATIONARY, PRINTING, PPEs, AND OTHERS FOR IDSRS FOR THE YEAR FOR FINANCIAL YEAR 2021-22.

for Integrated Disease Surveillance and Response System, Health Department, Khyber Pakhtunkhwa, under rule 6(2)(a) “single stage single envelope procedure” of KPPRA Rules 2014, from reputed firms registered with the Income / Sales tax, reflected on Active Taxpayer List of FBR.

The bidders are required to submit bid security 100,000 fix for each category in the name of Project Director, Integrated Health Project. Pre-bid meeting with the interested bidders will be held on 28<sup>th</sup> April, 2022 at 11:00 a.m. at the address given below.

The tenders complete in all respect must reach the undersigned by 11:00 hrs. on 12<sup>th</sup> May 2022, which will be opened at 11:30 hrs. on the same day in Committee Room of Integrated Disease Surveillance and Response System, Khyber Pakhtunkhwa in the presence of the procurement committee and the bidders / representatives who may choose to attend.

Bidding Documents containing eligibility criteria & specifications can be obtained from Integrated Health Project, Health Department Peshawar and can also be downloaded from the website [www.healthkp.gov.pk](http://www.healthkp.gov.pk). And [www.kppra.gov.pk](http://www.kppra.gov.pk)

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

Director Public Health/Project Director  
Integrated Disease Surveillance & Response System (IDSRS)  
Directorate General Health Services Khyber Pakhtunkhwa  
Peshawar, Khyber Pakhtunkhwa,  
Phone # 091-9222712

## 5. BID SECURITY

Bid security of 100,000 fix in favor of “Project Director Integrated Disease Surveillance and Response System, Khyber Pakhtunkhwa”

Bid security of the successful bidder will be released after submission of Performance Guarantee.

The bid security may be forfeited:

- i. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- ii. In the case of a successful Bidder, if the Bidder fails to sign the contract or to furnish performance Guarantee.

## 6. BID VALIDITY:

- i) The bids should be valid for a period of 90 days.
- ii) In exceptional circumstances, Integrated Health Project, Health Department, Khyber Pakhtunkhwa may solicit the Bidder’s consent to an extension of the period of validity reasons shall be recorded in writing. The request and the responses there to shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

## 7. SPECIFICATION

### CATEGORY-A

1.	Laptop	<ul style="list-style-type: none"> <li>• <u>B</u>randed laptop</li> <li>• Processor: Max Turbo Frequency 4.0 GHz, Intel Core-i5 &amp; above</li> <li>• RAM: 8GB</li> <li>• Hard drive: 1TB</li> <li>• Display:14 inch or more</li> <li>• Minimum 3 hours backup</li> <li>• Charger for charging of laptop input 220VAC</li> <li>• Carrying bag</li> <li>• One year warranty</li> </ul>	6
2.	Color Printer	<ul style="list-style-type: none"> <li>• Print Speed: Black and Color: 27 ppm or above</li> <li>• Print Resolution: 600 x 600 dpi</li> <li>• Connectivity: Hi-speed USB 2.0, Ethernet networking and wireless</li> <li>• MEDIA SIZES SUPPORTED (A4, A5, A6, B5)</li> <li>• Compatible OS: Windows 10</li> <li>• printer should facility to scan documents,</li> <li>• printer should have the faculty of photocopier</li> <li>• 150-sheet input tray or better</li> <li>• Manual and Driver</li> <li>• installation</li> <li>• Power: 200-240VAC</li> </ul>	1
3.	Photocopier	<p>Desktop type photocopier machine</p> <ul style="list-style-type: none"> <li>• Display: touch screen 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</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/ wireless (wifi) Stabilizer:</li> <li>• With compatible Servo motor stabilizer.</li> <li>• Installation</li> </ul>	1

CATEGORY B

S. No	Item Name	Specifications	MoU	Total Quantity
1.	Pencil	2×1/2 HB	Nos 1 Pack	300
2.	Ball Point (Black)	0.8mm	Nos 1 Pack	500
3.	Ball Points (Blue)	0.8mm	Nos 1 Pack	500
4.	White Charts	120 gsm, D Size	Nos 1 Chart	208
5.	Registers	Good Quality Page & Binding 15&20 #	Nos 1 Register	100
6.	Green Notice Board	2*3 feet	Nos. 1 Green Board	100
7.	White Board	2*3 feet	Nos. 1 White Board	100
8.	Stapler	24/6 or 26/6	Nos. 1 Stapler	90
9.	Staples Pins	24/6 "D/P"	Nos 1 Pack	100
10.	A4 Size Rims	80 gm, 500 sheets/ream	Nos 1 Rim	450
11.	Legal Size Rims	80 gm, 500 sheets/ream	Nos. 1 Rim	300
12.	Thumb/Stamp Pads	Blue, Black, leakage proof, 70×110mm	Nos. 1 Pack	30
13.	Whitener Fluid	Metal Cap, Art NoK-666	No. 1 Pack	100
14.	Pen Holder	Fine Quality # 240	Nos. 1 Pack	100
15.	Thumb Pins	Fine Quality (100 pen/per box)	Nos. 1 Pack	100
16.	Sticky Notes	127 x 75 mm, 100 sheets	Nos. 1 Pack	250
17.	Erasable Markers	W822 Blue & Black	Nos. 1 Pack	30
18.	Permanent Makers	UM 2 Blue & Black	Nos. 1 Pack	30
19.	Punch Machine	Double Hole#30	Nos. 1 Punch Machine	80
20.	Punch Machine	Single Hole # 30	Nos. 1 Punch Machine	20

21.	Scissors (Small)	5"	Nos 1 Scissor	36
22.	Scissors (Big)	8"	Nos 1 Scissor	36
23.	Highlighters	Multicolor, fluorescent	Nos. 1 Pack	30
24.	Flags/Tags Multi Color	A 3-4 4*100 (76*76)	Nos 1 Pack	150

25.	Heavy Duty Stapler	Staple 20 sheets of 80 gm, uses staples 24/6 or 26/6	Nos. 1 Stapler	10
26.	Heavy Duty Stapler Pins	24/6 or 26/6	Nos. 1 Pack	10
27.	Writing Pads	A4, 90 gm, imported paper	Nos 1 Writing Pad	350
28.	Foot/Rulers	12-inch, plastic/ metal	Nos. 1 Pack	20
29.	Kacha Covers	As per sample	Nos. 1 Cover	1000
30.	Diaries	Fine Quality	Nos. 1 Dairy	100
31.	Box File	Blue, Fine Quality/Imported	Nos. 1 File	150
32.	Ring Files	Blue Fine Quality/Imported	Nos. 1 File	150
33.	Office Calendars	Fine Quality	Nos. 1 Calendar	50
34.	Board Files	Fine Quality/Imported	Nos. 1 File	200
35.	Separators	Fine Quality	Nos. 1 Pack	20
36.	Envelopes	Small	Nos. 1 Envelope	1000
37.	Envelopes	(A4) Ordinary/Brown	Nos. 1 Envelope	1000
38.	Envelopes	(Legal Size) Ordinary/Brown	Nos. 1 Envelope	1000
39.	Scotch Tape (Big Size)	3-inch Best Quality	Nos 1 Tape	100
40.	Scotch Tape (Small Size)	2-inch Best Quality	Nos. 1 Tape	100
41.	Paper Clips	Plastic, 36mm,	Nos. 1 Box	70
42.	Flip Charts	50 (68 gsm)	Nos. 1 Chart	60

43.	Attendance Registers	Star # 2	Nos. 1 Register	10
44.	Log Books (Vehicle)	As as sample	Nos. 1 Log Book	80
45.	Transparent Envelope Folder	A 4 Size # 922	Nos. 1 Envelope	50
46.	Glue Sticks (Big)	(35 gm)	Nos. 1 Box	100
47.	Glue Sticks (Small)	(08 gm)	Nos. 1 Box	100
48.	Erasers/Rubbers	Standard size	Nos. 1 Box	30
49.	Sharpeners	Fine Quality Plastic Packet of 50	Nos. 1 Box	30
50.	Paper Cutter	No. 0423, (Autolock)	Nos. 1 Cutter	60
51.	Envelope Opener (Knife)	Stainless Steel Opener	Nos. 1 Opener	10
52.	Letter Envelopes	Height 6,1/8 Length 11,1/2	Nos. 1 Envelope	7
53.	Calculators	(CT-612) 12 digits	Nos. 1 Calculator	40
54.	White Board Duster	Local/Fine Quality	Nos. 1 Duster	36
55.	Tonner Color Laser Jet pro MFP177fw(1x4)			10
56.	Tonner M227fdw (30A)			30
57.	Tonner HP laser Jet 1536dnf (78A)			10
58.	Tonner Laser Jet pro 125a(83A)			10

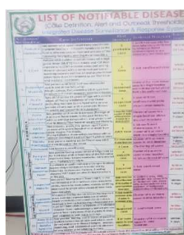
Printing of Surveillance Registers, Case Definition Boards and Case Based Reporting Forms

S.No	Description	No. of Register/ CBR Required	Register Size	CBF Size
1	Register and CBR	2000	A3- 110 pages carbon paper	Legal- 75 pages carbon paper

S.No	Description	No. of Boards	Boards Size	
2	Case Definition Boards	3200	4X3 Feet with wooden Frame (good quality)	

Note: Printing should be as per requirement of procuring entity.

Sample:



CATEGORY C  
PPE KIT

Category	Items	Qty
PPE	Latex gloves (box)	500
	Nitrile gloves (box)	500
	Medical isolation gown (pc)	5000
	Surgical cap (pc)	5000
	Surgical Masks Disposable, 3 Ply with filter	20000
	N95 Mask	5000
	Hand sanitizer 500 ml	600
	Scrub 500ml	600
	Eye protector	600
SAMPLE COLLECTION TOOLS	Disposable syringes (3 cc)/vacutainer	1000
	Disposable syringes (5 cc)/vacutainer	1000
	Alcohol swabs	1000
	Adhesive bandage	1000
	Tourniquet	600
	Sticking tape	1000
	Cotton roll 500GM	1000

	Bandages	1000
	Screw cap tubes	1000
	Viral transport media	600
	Amie's charcoal media	600
	Bordet gengou media	600
	Universal transport media	600
	Cary Blair media	600
	Trans isolate media	600
	Clot activator and gel tubes	600
	Nasopharyngeal swabs and throat swabs	600
CASE INVESTIGATION	Thermometer Digital & Mercury	600
	Thermal Gun	600
	Stethoscope adult	600
	Tongue depressor	600
	Torch	600
TRANSPORTATION	Ice box small	600
	Ice box med	600
	Ice packs	3000
	Sticking tape	600
ROUTIN	Vitamin a capsule	1000
	Oral rehydration salt	1000
	Candies	1000
Others	Surgical Scissors	500
	Investigation tool kits box	500

#### 8. SCHEDULE OF REQUIREMENT

The Procuring entity has the right to increase or decrease the quantity as per availability of fund.

#### 9. MINIMUM QUALIFICATION CRITERIA

All proposals must meet the mandatory eligibility criteria to be considered for technical evaluation. The proposal(s) that do not meet the mandatory eligibility



criteria shall be considered non responsive and shall not be evaluated further with the reason(s) of rejection clearly mentioned against each. Mandatory documents:

1. NTN Certificate
2. GST Certificate
3. At least 3 years' experience in relevant field which will be proved through supply orders of the category-A only.
4. Compliance to the specifications
5. Undertaking on notarized judicial stamp paper of Rs: 100/- that firm is not blacklisted.
6. Undertaking on notarized judicial stamp paper of Rs: 100/- that firm accepts all terms & conditions set forth in bidding documents.
7. Bid Security
8. Provision of sample for Cat B & C

#### 10. CONTRACT AWARD CRITERIA

Lowest quoted offer for individual item after declared responsive for minimum qualification criteria and approval of sample. Which is explained as below

1. Fulfillment of minimum qualification criteria
2. Sample approval
3. Lowest quoted bid

#### 11. BLACKLISTMENT OF DEFAULTED BIDDER/CONTRACTOR

Conditions for Blacklisting of Defaulted Bidder/Contractor under rule 44 of KPPRA Rules 2014

The following are the events which would lead to initiate (Rule 44 of KPPRA Rules 2014) blacklisting/debarment process;

- i. Consistent failure to provide satisfactory performances.
- ii. Found involved in corrupt/fraudulent practices.
- iii. Abandoned the place of work permanently.

Conditions for debarment of Defaulted Bidder/Contractor

1. Failure or refusal to;
2. Accept Purchases Order / Services order terms;
3. Make supplies as per specifications agreed;
4. Fulfill contractual obligations as per contract
5. Non execution of work as per terms & condition of contract.

6. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
7. Persistent and intentional violation of important conditions of contract.
8. Non-adherence to quality specifications despite being importunately pointed out.
9. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the Integrated Health Project, Health Department. Procedure for blacklisting and debarment

1. Competent authority of Integrated Health Project, Health Department Khyber Pakhtunkhwa may on information, or on its own motion, issue show cause notice to the bidder.
2. The show cause notice shall contain the statement of allegation against the Bidder.
3. The bidder will be given maximum of seven days to submit the written reply of the show cause notice.
4. In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-parte against the bidder.
5. Direct to issue notice of personal hearing to the bidder/ authorized representative of the bidder and the competent authority shall decide the matter on the basis of available record and personal hearing, if availed.
6. The competent authority shall decide the matter within thirty days from the initiation of proceedings.
7. The order of competent authority shall be communicated to the bidder by indicating reasons.
8. The order past as above shall be duly conveyed to the PKPRA and Defaulting bidder within three days of passing order.
9. The duration of debarment may vary up to five years depending upon the nature of violation.

## 12. REDRESSING OF GRIEVANCES

- a. The purchaser shall constitute a committee comprising of disagreed & notified by the competent authority proper powers and authorizations to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- b. Any bidder feeling aggrieved by any act of the purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than 03 days after the announcement of the bid evaluation report.

- c. The grievance redressed Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint. The report along with decision shall be forwarded to the purchaser officer within the prescribed period.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- e. Note: Grievance notified & designated who can invite appropriate official as co- opted member for grievance.

13. AWARD OF CONTRACT:

Contracts shall be confirmed through a written agreement signed by the successful bidder and the Integrated Disease Surveillance And Response System, Health Department.

14. PAYMENT:

- a. No advance payment will be permissible.
- b. The payment will be made after successful supply, installation/inspection and test run of all requisite items.

AGREEMENT DEED

FOR PROCUREMENT GOODS INSERT THE NAME OF ITEM/EQUIPMENT

THIS AGREEMENT DEED is made on this day of insert date in the year 2022 between; Integrated Disease Surveillance And Response System, Health Department, Peshawar

(Hereinafter referred to as 'First Party' which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, successors and assigns) And

M/s insert the Name of the Firm

(Hereinafter referred to as 'Second Party' which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, successors and assigns).

(Both the above hereinafter collectively referred to as 'Parties') WHEREAS the Second Party has agreed to supply insert the name of the PROCUREMENT OF OTBREAK INVESTIGATION TOOLS KITS, IT EQUIPMENT, STATIONARY, PRINTING,PPEs, AND OTHERS FOR IDSRs FOR THE YEAR FOR FINANCIAL YEAR 2021-22.

(hereinafter referred as 'Goods') out of the fresh stock to the First Party on the following terms and conditions:

DEFINITIONS:

- a. 'Consideration' means the price payable to the Second Party by the First Party under this Agreement Deed for the full and proper performance of its contractual obligations.
- b. 'Project Site' where applicable, means the place or places named in this Agreement Deed.
- c. 'Day' means a calendar day.
- d. 'Corrupt Practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- e. 'Fraudulent Practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- f. 'Force Majeure' means an event beyond the control of the Parties and not involving the Parties fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the First Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

TERMS AND CONDITIONS:

1. Second Party shall deliver Goods at the premises and precincts of Integrated Disease Surveillance And Response System, Health Department.
2. The specification, quality, quantity of goods shall be in conformity to purchase orders, which shall be made part of this Agreement Deed.
3. These approved rates will be valid till 30 June 2022.
4. The Second Party will be liable to complete the supply within stipulated time limit i.e., 30 days after the issuance of the Purchase order.
5. The Second Party will liable to complete the supply within stipulated time limit by confirming quality, quantity and timeline up to the entire satisfaction of First Party.
6. In case the Second Party failed to complete the supply till the due date i.e. 30 days from Issuance of the purchase order, a penalty as per detail below will be charged from the Second Party;
  - a. Penalty @ 1% for late supply up to 15 days.
  - b. Penalty @ 3% for late supply beyond 15 days
  - c. Penalty @ 0.067%/day up to max 10%

Once the maximum is reached, the First Party may consider termination of the contract.

7. The Second Party shall be responsible for the transportation of the Goods and the transportation charges incurred thereof. The Second Party shall complete the supply of goods within the stipulated period as mentioned in the supply.
8. The Second Party shall be responsible for any defect in goods or supply of goods. The entire goods will be free of any charges and encumbrance of what so nature and the First Party or its agent will be authorized at all reasonable time to view, check and examine the conditions of the supplied Goods.
9. The Second Party shall not, without the prior written consent of First party, disclose this Agreement Deed, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the First Party in connection therewith, to any person other than a person employed by the Second Party in the performance of this Agreement Deed. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
10. The Second Party shall provide such packing of the Equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Agreement Deed. 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 Equipment's final destination and the absence of heavy handling facilities at all points in transit.
11. 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 Agreement Deed, including additional requirements, if any, and in any subsequent instructions ordered by the First Party.
12. The second party shall deposit an amount of 10% of the consideration as performance security till the end of contract period and will be released back to successful bidders after the expiry of contract period, subject to the condition that all contractual obligations related to supplies are fulfilled.
13. The Second Party shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under this Agreement Deed is the result of an event of Force Majeure.

If a Force Majeure situation arises, the Second Party shall promptly notify the First Party in writing of such condition and the cause thereof. Unless otherwise directed by the First Party in writing, the second Party shall continue to perform its obligations under this Agreement Deed as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14. Any notice given by one party to the other pursuant to this Agreement Deed shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in contract.
15. A notice shall be effective when dispatched on the given address of the Parties in this Agreement Deed via above means.
16. Payment to the Second Party shall be on presenting a bill in the shape of summary duly verified by Finance Department. The bill shall be counter verified from the end using department before clearance. Demand in violation of this clause of agreement may lead to imposition of reasonable amount of fine.
17. In the event of any difference or dispute arising between the Parties or their representative agents regarding rights and liabilities of the parties or any other matter relating to this Agreement Deed may be referred to the Board of Governors of the First Party and their decision will be final in all aspects and the Second Party warrants to abide by the decision of the Board of Governors of the First Party and will be bound by the decisions.
18. This Agreement Deed may be reviewed at any stage with mutual consultation of both Parties, if required. All amendments or addition to this Agreement Deed must be in writing and signed by both Parties through addendum to this Agreement. No amendment of any provision of this Agreement Deed shall be valid unless the same shall be in writing and signed by the Parties
19. The validity, interpretation, construction and performance of this Agreement Deed shall be governed by the Laws of Khyber Pakhtunkhwa in Pakistan. This Agreement Deed shall be interpreted with all necessary changes in gender and in number as the context may require and shall convey to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the Parties mentioned above have carefully pursued the terms and condition embodied in this Agreement Deed and has executed the same, setting their signatures below, on the date and place mentioned above.

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Signature  
Project Director  
Integrated Disease Surveillance and Response  
System, Khyber Pakhtunkhwa

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Signature:  
Name:  
Designation:  
CNIC No.  
Stamp:  
For and on behalf of successful Bidder

WITNESS NO. 1  
Signature  
Name:  
Father's Name:  
Address  
:  
CNIC          CNIC No.          No.

WITNESS NO. 2  
Signature : Name:          :  
Father's Name:  
Address  
: