



**PESHAWAR INSTITUTE OF CARDIOLOGY  
MEDICAL TEACHING INSTITUTION**

**STANDARD BIDDING DOCUMENTS**

**FOR**

**“RATE CONTRACTING /CONSIGNMENT BASE SELECTION OF  
CARDIAC SURGERY DISPOSABLES FOR THE YEAR 2021-22”**

**Tender Ref :                      PIC-036/2021-22**

## **PART ONE (UNCHANGEABLE)**

- Instructions to Bidders (ITB)
- General Conditions of Contract (GCC)

### **PREFACE**

These Bidding Documents have been prepared for use by Procuring Entities and their implementing agencies in the procurement of Goods through National Competitive Bidding (NCBs) under Rule (06) as well International Competitive Bidding (ICBs) Rule 41(g) KPPRA Rules 2014.

In order to simplify the preparation of bidding documents for all procurement, the Bidding Documents are grouped in two parts based on provisions, which would remain the same for all the related procurements and that which are specific for each procurement Provisions, which are intended to be used un-changed are in **Part one**, which includes

**Section I**, Instructions to Bidders (**ITB**), and  
**Section II**, General Conditions of Contract (**GCC**).

Data and provisions specific to each procurement and contract are included in **Part Two** which is further organized into six sections.

- I. Invitation for Bids;
- II. Bid Data Sheet;
- III. Special Conditions of Contract;
- IV. Schedule of Requirements;
- V. Technical Specifications;
- VI. Sample Forms.

**This is Part one, which is fixed and contains provisions, which are to be used, unchanged. Each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall not be included in the final documents.**

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## **Part One – Section 1**

### **Instructions to Bidders**

#### **Notes on the Instructions to Bidders**

This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring agency. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Part One Section I contains provisions that are to be used unchanged. Part Two Section II (Bid Data Sheet) consists of provisions that supplement, amend, or specify in detail information or requirements included in Part One Section I and which are specific to each/every procurement

Matters governing the performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Part One Section II, General Conditions of Contract, and/or Part Two Section III, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring agency, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the contract.

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## Instructions to Bidders

### A Introduction

<b>1. Source of Funds</b>	1.1	The Procuring agency has received/applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued
	1.2	The funds referred to above in addition shall be “Public Fund” which according to 2 (l) of KPP Rules 2014 means (i) Provincial Consolidated Fund; ( ii) foreign assistance; ( iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government
	1.3	Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Khyber Pakhtunkhwa., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.
<b>2. Eligible Bidders</b>	2.1	This Invitation for Bids is open to all suppliers from eligible source as defined in the KPP Rules, 2014 and its Bidding Documents except as provided hereinafter.
	2.2	Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
	2.3	Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa.
	2.4	Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any

		government organization in accordance with the Section 44(1) KPP Rules 2014
<b>3. Eligible Goods and Services</b>	3.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
	3.2	For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of goods and services is distinct from the nationality of the Bidder.
<b>4. Cost of Bidding</b>	4.1	The Bidder shall bear all costs associated with the preparation and Submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to, as —the Procuring agency, will in no case be responsible or liable for those costs, regardless of the Conduct or outcome of the bidding process.
<b>B. The Bidding Documents</b>		
<b>5. Content of Bidding Documents</b>	5.1	The bidding documents include: <ul style="list-style-type: none"> <li>a. Instructions to Bidders (ITB)</li> <li>b. Bid Data Sheet</li> <li>c. General Conditions of Contract (GCC)</li> <li>d. Special Conditions of Contract (SCC)</li> <li>e. Schedule of Requirements</li> <li>f. Technical Specifications</li> <li>g. Bid Form and Price Schedules</li> <li>h. Bid Security Form</li> <li>i. Contract Form</li> <li>j. Performance Security Form</li> <li>k. Manufacturer’s Authorization Form</li> </ul>
	5.2	The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.
<b>6. Clarification of Bidding Documents</b>	6.1	An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for Documents clarification of the bidding documents which it receives



		no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
<b>7. Amendment of Bidding Documents</b>	7.1	At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.
	7.2	All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
	7.3	In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.
<b>C. Preparation of Bids</b>		
<b>8. Language of Bid</b>	8.1	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
<b>9. Documents Comprising the Bid</b>	9.1	The bid prepared by the Bidder shall comprise the following components: <ul style="list-style-type: none"> <li>a. a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12</li> <li>b. Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;</li> <li>c. Documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and</li> <li>d. Bid security furnished in accordance with ITB Clause 15.</li> </ul>
<b>10. Bid Form</b>	10.1	The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices
<b>11. Bid Prices</b>	11.1	The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract
	11.2	Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed

		in the Bid Data Sheet will be entered separately
	11.3	The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
	11.4	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
<b>12. Bid Currencies</b>	12.1	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
<b>13. Documents Establishing Bidder's Eligibility and Qualification</b>	13.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.
	13.3	<p>The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:</p> <ol style="list-style-type: none"> <li>that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;</li> <li>that the Bidder has the financial, technical, and production capability necessary to perform the contract;</li> <li>that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and</li> <li>That the Bidder meets the qualification criteria listed in the Bid Data Sheet.</li> </ol>

<b>14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</b>	14.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
	14.2	The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	14.3	<p>The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> <li>a.a detailed description of the essential technical and performance characteristics of the goods;</li> <li>b.a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and</li> <li>c. An item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</li> </ul>
	14.4	For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
<b>15. Bid Security</b>	15.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid]
	15.2	The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

	15.3	<p>The bid security shall be in Pak. Rupees and shall be in one of the following forms:</p> <ul style="list-style-type: none"> <li>a. A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or</li> <li>b. Irrevocable en-cashable on-demand Bank call-deposit.</li> </ul>
	15.4	Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as non-responsive, pursuant to ITB Clause 24
	15.5	Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.
	15.6	The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
	15.7	<p>The bid security may be forfeited:</p> <ul style="list-style-type: none"> <li>a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or</li> <li>b) In the case of a successful Bidder, if the Bidder fails: <ul style="list-style-type: none"> <li>I. To sign the contract in accordance with ITB Clause 32; or</li> <li>II. To furnish performance security in accordance with ITB Clause 33.</li> </ul> </li> </ul>
<b>16. Period of Validity of Bids</b>	16.1	Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive
	16.2	In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.
<b>17. Format and Signing of Bid</b>	17.1	The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
	17.2	The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

	17.3	Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid
	17.4	The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
<b>D. Submission of Bids</b>		
<b>18. Sealing and Marking of Bids</b>	18.1	The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope
	18.2	The inner and outer envelopes shall: <ul style="list-style-type: none"> <li>a. Be addressed to the Procuring agency at the address given in the Bid Data Sheet; and</li> <li>b. Bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.</li> </ul>
	18.3	The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
	18.4	If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.
<b>19. Deadline for Submission of Bids</b>	19.1	Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
	19.2	The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
<b>20. Late Bids</b>	20.1	Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
<b>21. Modification And Withdrawal of Bids</b>	21.1	The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
	21.2	The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. By a signed confirmation copy, postmarked not later

		than the deadline for submission of bids.
	21.3	No bid may be modified after the deadline for submission of bids.
	21.4	No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.
<b>E. Opening and Evaluation of Bids</b>		
<b>22. Opening of Bids by the Procuring agency</b>	22.1	The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
	22.2	The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
	22.3	Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
	22.4	The Procuring agency will prepare minutes of the bid opening.
<b>23. Clarification of Bids</b>	23.1	During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
<b>24. Preliminary Examination</b>	24.1	The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
	24.2	Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
	24.3	The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or

		affect the relative ranking of any Bidder.
	24.4	Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
	24.5	If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
<b>25. Evaluation and Comparison of Bids</b>	25.1	The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
	25.2	The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
	25.3	The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4: <ul style="list-style-type: none"> <li>a. incidental costs</li> <li>b. delivery schedule offered in the bid;</li> <li>c. deviations in payment schedule from that specified in the Special Conditions of Contract;</li> <li>d. the cost of components, mandatory spare parts, and service;</li> <li>e. the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid;</li> <li>f. the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or</li> <li>g. other specific criteria indicated in the Bid Data Sheet and/or</li> <li>h. in the Technical Specifications.</li> </ul>
	25.4	For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet: <ul style="list-style-type: none"> <li>a. Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.</li> <li>b. Delivery schedule.</li> </ul>

		<p>i. The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery “adjustment” will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.</p> <p>or</p> <p>ii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.</p> <p>or</p> <p>iii. The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.</p> <p>c. Deviation in payment schedule:</p> <p>i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.</p> <p>or</p> <p>ii. The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data</p>
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		<p>Sheet.</p> <p>d. Cost of spare parts.</p> <p>i. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.</p> <p>or</p> <p>ii. The Procuring agency will draw up a list of high- usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.</p> <p>or</p> <p>iii. The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.</p> <p>e. Spare parts and after sales service facilities in the Procuring agency's country.</p> <p>The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.</p> <p>f. Operating and maintenance costs.</p> <p>Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.</p> <p>g. Performance and productivity of the equipment.</p> <p>i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the</p>
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		<p>capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.</p> <p>or</p> <p>ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.</p> <p>h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.</p> <p>The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.</p>												
Alternative	25.4	<p>Merit Point System:</p> <p>The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.</p> <p>[In the Bid Data Sheet, choose from the range of]</p> <table><tr><td>Evaluated price of the goods</td><td>60 to 90</td></tr><tr><td>Cost of common list spare parts</td><td>0 to 20</td></tr><tr><td>Technical features &amp; maintenance and operating costs</td><td>0 to 20</td></tr><tr><td>Availability of service and spare parts</td><td>0 to 20</td></tr><tr><td>Standardization</td><td>0 to 20</td></tr><tr><td>Total</td><td>100</td></tr></table> <p>The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.</p>	Evaluated price of the goods	60 to 90	Cost of common list spare parts	0 to 20	Technical features & maintenance and operating costs	0 to 20	Availability of service and spare parts	0 to 20	Standardization	0 to 20	Total	100
Evaluated price of the goods	60 to 90													
Cost of common list spare parts	0 to 20													
Technical features & maintenance and operating costs	0 to 20													
Availability of service and spare parts	0 to 20													
Standardization	0 to 20													
Total	100													
26. Contacting the Procuring agency	26.1	Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.												
	26.2	Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.												
F. Award of Contract														
27. Post-qualification	27.1	In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.												
	27.2	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3,												

		as well as such other information as the Procuring agency deems necessary and appropriate.
	27.3	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
<b>28. Award Criteria</b>	28.1	Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the Highest Ranking fair bid/ Best evaluated bid under Section 2 (c)(i) of the KPPRA Act 2012, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
<b>29. Procuring agency's Right to Vary Quantities at Time of Award</b>	29.1	The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
<b>30. Procuring agency's Right to Accept any Bid and to Reject any or All the Bids</b>	30.1	The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action
<b>31. Notification of Award</b>	31.1	Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted
	31.2	The notification of award will constitute the formation of the Contract.
	31.3	Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
<b>32. Signing of Contract</b>	32.1	At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
	32.2	Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
<b>33. Performance Security</b>	33.1	Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

	33.2	Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids
<b>34. Corrupt or Fraudulent Practices</b>	34.1	<p>The Government of Khyber Pakhtunkhwa requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPP Act, 2009 and Rules made thereunder:</p> <p>a. defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> <li>i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</li> <li>ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;</li> </ul> <p>b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.</p>
	34.2	Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.
<b>35. Integrity Pact</b>	35.1	The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.

## Part One - Section II.

### General Conditions of Contract

#### Notes on the General Conditions of Contract

The General Conditions of Contract in Part One Section II, read in conjunction with the Special Conditions of Contract in Part Two Section III and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Part Two Section III.

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General Conditions of Contract		
1. Definitions	1.1	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>a. “The Contract” means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</li> <li>b. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</li> <li>c. “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.</li> <li>d. “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.</li> <li>e. “GCC” means the General Conditions of Contract contained in this section.</li> <li>f. “SCC” means the Special Conditions of Contract.</li> <li>g. “The Procuring agency” means the organization purchasing the Goods, as named in SCC.</li> <li>h. “The Procuring agency’s country” is the country named in SCC.</li> <li>i. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.</li> <li>j. “The Project Site,” where applicable, means the place or places named in SCC.</li> <li>k. “Day” means calendar day.</li> </ul>
2. Application	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of

		the Contract.
3. Country of Origin	3.1	All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.
	3.2	For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of Goods and Services is distinct from the nationality of the Supplier.
4. Standards	4.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit by the Bank	5.1	The Supplier shall not, without the Procuring agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	5.2	The Supplier shall not, without the Procuring agency’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
	5.3	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier’s performance under the Contract if so required by the Procuring agency
	5.4	The Supplier shall permit the Procuring agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if



		so required.
6. Patent Rights	6.1	The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country
7. Performance Security	7.1	Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract
	7.3	The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms: a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or b. a cashier's or certified check.
	7.4	The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC
8. Inspections and Tests	8.1	The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes
	8.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the

		Procuring agency.
	8.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency
	8.4	The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin
	8.5	Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
9. Packing	9.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.
10. Delivery and Documents	10.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
	10.2	Documents to be submitted by the Supplier are specified in SCC.
11. Insurance	11.1	The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller's responsibility.

12. Transportation	12.1	The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
13. Incidental Services	13.1	<p>The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and / or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul>
	13.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.
14. Spare Parts	14.1	<p>As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>a. such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</li> </ul>

		<p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements;</p> <p>ii. Following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15. Warranty	15.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
	15.3	The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
	15.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
	15.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.
16. Payment	16.1	The method and conditions of payment to be made to the

		Supplier under this Contract shall be specified in SCC.
	16.2	The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
	16.3	Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
	16.4	The currency of payment is Pak. Rupees.
17. Prices	17.1	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.
18. Change Orders	18.2	The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following: a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency; b. the method of shipment or packing; c. the place of delivery; and/or d. the Services to be provided by the Supplier.
	18.3	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.
19. Contract Amendments	19.1	Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
20. Assignment	20.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.
21. Subcontracts	21.1	The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the

		original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
	21.2	Subcontracts must comply with the provisions of GCC Clause 3.
22. Delays in the Supplier's Performance	22.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
	22.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	22.3	Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
23. Liquidated Damages	23.1	Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.
24. Termination for Default	24.1	<p>The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <p>a. if the Supplier fails to deliver any or all of the Goods</p>

		<p>within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or</p> <p>b. if the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>c. if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause:</p> <p>“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.</p>
	24.2	<p>In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
25. Force Majeure	25.1	<p>Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p>
	25.2	<p>For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not</p>

		foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	25.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
26. Termination for Insolvency	26.1	The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.
27. Termination for Convenience	27.1	The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	27.2	<p>The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:</p> <ul style="list-style-type: none"> <li>a. To have any portion completed and delivered at the Contract terms and prices; and/or</li> <li>b. To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</li> </ul>
28. Resolution of Disputes	28.1	The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.



	28.2	If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
29. Governing Language	29.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
30. Applicable Law	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.
31. Notices	31.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
	31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

**PESHAWAR INSTITUTE OF CARDIOLOGY  
MEDICAL TEACHING INSTITUTION**

**STANDARD BIDDING DOCUMENTS**

**FOR**

**“RATE CONTRACTING/CONSIGNMENT BASE SELECTION OF  
CARDIAC SURGERY DISPOSABLES FOR THE YEAR 2021-22”**

**PART TWO (PROCUREMENT SPECIFIC PROVISIONS)**

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

## Preface

These Bidding Documents have been prepared for use by procuring agencies in the procurement of goods through National Competitive Bidding (NCB).

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part Two and contains data and provisions specific to each procurement. Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents. In addition, each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall not be included in the final documents, except for the notes introducing Section VI, Forms, where the information is useful for the Bidder.

- a. Specific details, such as the “name of the Procuring agency” and “address for bid submission,” should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- b. Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.
- c. Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Procuring agency should strictly follow. The final document should contain no footnotes.
- d. The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 25.3 and 25.4, respectively) should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.
- e. Clauses included in the Special Conditions of Contract are illustrative of the provisions

that should be drafted specifically by the Procuring agency for each procurement.

- f. The forms provided in Section VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

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**Part Two**  
**Section I. Invitation for Bids**  
Notes on the Invitation for Bids

The Invitation for Bids (IFB) has been issued as an advertisement in leading newspapers of general circulation in the Province of Khyber Pakhtunkhwa as well as on the web site of the Peshawar Institute of Cardiology ([www.pic.edu.pk](http://www.pic.edu.pk)) by allowing at least fifteen days for NCB for bid preparation and submission.

The Invitation for Bids provides information that enables interested bidders to decide whether to participate. Apart from the essential items listed in the Standard Bidding Documents (SBD), the Invitation for Bids also indicates the important bid evaluation criteria or qualification requirement (for example, a requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued) so that the bidders should give their best and final prices as no negotiations are allowed.

The Invitation for Bids is incorporated into these Standard Bidding Documents (SBDs). The information contained in the Invitation for Bids (IFB) conforms to the bidding documents and in particular to the relevant information in the Bid Data Sheet.

## INVITATION FOR BIDS

### **SELECTION AND RATE CONTRACTING OF CARDIAC SURGERY DISPOSABLES FOR THE YEAR 2021-22**

In compliance with the Khyber Pakhtunkhwa Public Procurement Act-2012 and Khyber Pakhtunkhwa Procurement Regulatory Authority (KPPRA) Rules-2014, Peshawar Institute of Cardiology – Medical Teaching Institution, Peshawar invites sealed bids from Manufacturer/s & Importers.

<b>Bid Security for Cardiac Surgery Disposables</b>	<b>800,000 (PKR)</b>
<b>Pre-Bid Meeting</b>	<b>16 July 2021 (10:030 AM)</b>

1. Bidding competition under this advertisement shall be conducted through **Single Stage–Two Envelopes Bidding Procedure** as per KPPRA Act 2012 and Rules frame there under. Under this procedure, the bidders should submit the bids in two sealed envelopes of technical and financial bids, each of which must bear on them the clearly written words '**PIC-MTI Technical Bid 2021-22**' and '**PIC-MTI Financial Bid 2021-22**' as well as the full and complete identification of the bidder along with its postal and email addresses and phone number/s on each of the respective envelope. Both these sealed and labeled envelopes should bear the clearly written words '**Bid for PIC-MTI 2021-22**' along with the identification and contact details of the bidder.
1. The Standard Bidding Documents, of required items can be obtained free of cost from the form the PIC website ([www.pic.edu.pk](http://www.pic.edu.pk))
2. Bidders must submit sealed bids to the office of Material Management Office (First floor OPD building), **on or before 05 August-2021 at 11:00 hours and will be opened at 11 :30 hours on the same day**. Any bids presented / submitted / received later than this deadline, or delivered to some office other than the above office, shall not be considered and shall be rejected without any further processing.
3. The bidders are required to submit the unit price of quoted items on the format as prescribed in the Standard Bidding Documents.
4. Quotations with cutting and over-writing shall not be accepted to the extent of that particular quoted item having cutting / over-writing / erasing etc.
5. Bidders are required and encouraged to offer the most competitive lowest price/s of their quoted item/s as no negotiations on quoted price/s shall be allowed under the rules.
6. The Purchase Committee reserves the right to reject any or all of the bids under clause 47 of KPPRA Procurement Rules 2014.

## Section II. Bid Data Sheet

DATA SHEET		
Reference ITB	Introduction/Description	Detail
<b>ITB 1.1</b>	Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	<b>Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.</b>
<b>ITB 1.1</b>	Loan or credit or Project allocation number. Loan or credit or Project allocation amount.	<b>Budget allocated by Government Khyber Pakhtunkhwa to Peshawar Institute of Cardiology.</b>
<b>ITB 1.1</b>	Name of Project.	<b>RATE CONTRACTING/ CONSIGNMENT BASE SELECTION OF CARDIAC SURGERY DISPOSABLES FOR THE YEAR 2021-22</b>
<b>ITB 1.1</b>	Name of Contract.	<b>(PIC-036/2021-22</b>
<b>ITB 4.1</b>	Name of Procuring agency.	<b>Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.</b>
<b>ITB 6.1</b>	Procuring agency's address, telephone, telex, and facsimile numbers.	<b>Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan</b>
<b>ITB 8.1</b>	Language of the bid.	English
BID PRICE AND CURRENCY		
<b>ITB 11.2</b>	The price quoted shall be	<b>FOR</b>
<b>ITB 11.4</b>	The Price shall be fixed	<b>The price shall be fixed and valid till 30th June 2022 and may be extended.</b>
PREPARATION AND SUBMISSION OF BIDS		
<b>ITB 13.3 (d)</b>	Qualification requirements.	<ul style="list-style-type: none"> <li>○ Manufacturer/s of Cardiology &amp; Cardio Vascular disposables in Pakistan, registered as such with the DRAP for the quoted item/s and regulated under the DRAP Act 2012</li> </ul>



		<p>and the Rules framed thereunder; and</p> <ul style="list-style-type: none"> <li>○ Importer/s of Cardiac Surgery Disposables &amp; Cardio Vascular Disposable, duly authorized by the goods' Principal Manufacturer or producer to import / supply the said goods in Pakistan, as registered and regulated as such for the quoted item/s under the DRAP Act 2012 and Rules framed thereunder</li> </ul>
<b>ITB 14.3 (b)</b>	Spare parts required for years of operation.	<ul style="list-style-type: none"> <li>• <b>Not Applicable</b></li> </ul>
<b>ITB 15.1</b>	Amount of bid security.	<p><b>800,000/-</b></p> <p><b>Note:</b> The Bid security shall be from bank account of the bidder. Ordinary cheque and Payment Order (PO) in the form of bid security will result in bid rejection summarily.</p>
<b>ITB 16.1</b>	Bid validity period.	<b>180 days from the date of opening of bids</b>
<b>ITB 17.1</b>	Number of copies.	<b>One (original bid)</b>
<b>ITB 18.2 (a)</b>	Address for bid submission.	<p><b>Hospital Director</b> <b>Peshawar Institute of Cardiology - MTI</b> <b>Plot No.5-A, Sector B-3, Phase-V,</b> <b>Hayatabad,</b> <b>Peshawar – Pakistan</b></p>
<b>ITB 18.2 (b)</b>	IFB title and number.	<p><b>RATE CONTRACTING/ CONSIGNMENT</b> <b>BASE SELECTION OF CARDIAC</b> <b>SURGERY DISPOSABLES FOR THE</b> <b>YEAR 2021-22</b> <b>PIC-036</b></p>
<b>ITB 19.1</b>	Deadline for bid submission.	<p><b>11:00 AM Sharp.</b> <b>05 August 2021</b></p>
<b>ITB 19.3</b>	Pre-Bid meeting with the bidders	<p><b>16<sup>th</sup> July 2021 At 10:30 am in Material</b> <b>Management Department Peshawar</b> <b>Institute of Cardiology .</b></p>
<b>ITB 22.1</b>	Time, date, and place for bid opening.	<p><b>11:30 AM Sharp.</b> <b>05 August 2021</b> <b>Material Management Department</b> <b>Peshawar Institute of Cardiology</b></p>

<b>BID EVALUATION</b>		
<b>ITB 23.1</b>	Clarification of Bids	The Procuring agency may ask the Bidder in writing, only for clarification regarding the received documents in the bid; however, no change in the prices or substance of the bid shall be sought, offered, permitted or entertained. This communication shall be with the prior approval of chairman T&E committee.
<b>ITB 25.3</b>	Criteria for bid evaluation.	<b>Merit Point Evaluation</b> The items ranked highest in merit points (obtained through and based on technical and financial evaluation) will get unit rate central Contract.
<b>ITB 25.4 (a)</b> <b>ITB 25.4 (b)</b>	One option only. Delivery schedule. Relevant parameters in accordance with option selected:	Not Applicable
<b>Option (i)</b> <b>Option (ii)</b> <b>Option (iii)</b>	adjustment expressed as a percentage, or adjustment expressed in an amount in the currency of bid evaluation, or adjustment expressed in an amount in the currency of bid evaluation,	Not Applicable
<b>ITB 25.4 (c)</b> <b>(ii)</b>	Deviation in payment schedule.  Annual interest rate.	Not Applicable
<b>ITB 25.4 (d)</b>	Cost of spare parts.	Not Applicable
<b>ITB 25.4 (e)</b>	Spare parts and after sales service facilities in the Procuring agency's country.	Not Applicable
<b>ITB 25.4 (f)</b>	Operating and maintenance costs.	Not Applicable
<b>ITB 25.4 (g)</b>	Performance and productivity of equipment.	Not Applicable
<b>ITB 25.4 (h)</b>	Details on the evaluation method or reference to the Technical Specifications.	As in section on Technical Evaluation of bids.
<b>ITB 25.4 Alternative</b>	Specify the evaluation factors.	Not Applicable

**Contract Award**

ITB 29.1	Percentage for quantity increase or decrease.	The Procuring/Purchasing Agency in the capacity of being the overall head of the Peshawar Institute of Cardiology -MTI, or otherwise has the authority to regulate, if deemed appropriate under the provisions in ITB 29.1 through imposing restrictions and / or classifying and / or grouping any selected quoted item/s for stopping, increasing or decreasing the purchase of such item/s by the Purchasing Agency/ies to rationalize and / or control the use and / or misuse of such item/s.
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## Section III. Special Conditions of Contract

### **Notes on the Special Conditions of Contract**

Similar to the Bid Data Sheet in Section II, the clauses in this Section are intended to assist the Procuring agency in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section III complement the General Conditions of Contract included in Part one, Section II, specifying contractual requirements linked to the special circumstances of the Procuring agency, the Procuring agency's country, the sector, and the Goods purchased. In preparing Section III, the following aspects should be checked:

- a. Information that complements provisions of Part One Section II must be incorporated.
- b. Amendments and/or supplements to provisions of Part One Section II, as necessitated by the circumstances of the specific purchase, must also be incorporated.

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## SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement & qualify the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

The corresponding clause number of the GCC is indicated in parentheses.

GCC Ref No		
1. DEFINITIONS	1.1 g	<b>The Procuring agency is:</b> Peshawar Institute of Cardiology Medical Teaching Institution Peshawar
	1.1 h	<b>The Procuring agency's country is:</b> Pakistan
		<b>The Supplier is:</b>
		<p><b>Manufacturer/s</b> of Cardiac Surgery Disposables in Pakistan, registered as such with the DRAP for the quoted item/s and regulated under the DRAP Act 2012 and the Rules framed thereunder; and</p> <p><b>Importer/s</b> of Cardiac Surgery Disposables, duly authorized by the goods' Principal Manufacturer or producer to import / supply the said goods in Pakistan, as registered and regulated as such for the quoted item/s under the DRAP Act 2012 and Rules framed thereunder</p>
	1.1 i	i.
	1.1 j	<b>The Project Site is:</b> Peshawar Institute of Cardiology
3. COUNTRY OF ORIGIN		All countries and territories as indicated in Part Two Section.VI of the bidding documents Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement. The bidder will provide the details regarding country of origin, Model, Make, manufacturer, along with details of Manufacturing Units and mode of supply, shipment, and any other associated details of the component items and that of the quoted equipment. Bidders are bound to supply the equipment from quoted country of origin only.
7. PERFORMANCE SECURITY	7.1	The amount of performance security, as a percentage of the Contract Price, shall <b>Not be Required</b> . However, the bid security of Rs. 1,000,000/-from the successful bidders as received at the time of bids submission under GCC Clause 15, shall be retained by the Procuring/Purchasing Agency 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
8. INSPECTIONS AND TESTS	8.6	<p>The Technical Evaluation shall be conducted by the Inspection Team/s or any expert as deemed necessary of PIC-MTI expert/s constituted by the Hospital Director PIC MTI to: A) undertake examination of the mandatory documents as mentioned in the Bid Cover Sheet (Bid Form-I) of these SBDs, and the attested copies of which had been submitted by the bidder/s along with the technical bids; and</p> <p>The Cardiac Surgery Disposables shall be examined and / or tested by PIC MTI expert/s of the respective Committee in a manner as deemed relevant and appropriate for the purpose by the said expert/s, and as laid down, or otherwise, in the applicable laws and Rules, for submission of technical report to the relevant forum/quarter for the needful.</p> <p>To fulfill the relevant clauses of the contract agreement (Bid Form-6 of these SBDs) for testing of supplied goods, all the successful bidders for Cardiology &amp; Cardio Vascular disposables falling under DRAP Act 2012 and rules framed there under, before signing the Contract Agreement (Bid Form-6) shall provide to the Procuring entity / purchasing entity, the Testing Method/s and Lab. protocols to test their quoted item/s in the Drugs Testing Laboratory (where applicable).</p> <p>Any other appropriate method/arrangements may be adopted by the relevant Committee to assess and/or assure the quality of goods being purchased and / or supplied to the Procuring and / or Purchasing Agency lies.</p>

9. PACKING		In accordance with the GCC Clause 9 as well as provided in the relevant clauses of contract agreement of Peshawar Institute of Cardiology with the Supplier/s (Section-VI of these SBDs)
10. DELIVERY AND DOCUMENTS		Applicable Delivery Mode: Delivered Duty Paid (DDP) as per contract agreement of the Successful with the Procuring Agency
15. WARRANTY	15.1	The Supplier shall provide warranty as per the terms and conditions of the Rate Contract Agreement with Procuring Agency
	15.2	<p>In partial modification of the provisions, the warranty period shall be as per contract terms and conditions. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <ol style="list-style-type: none"> <li>Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or</li> <li>Pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be higher than the adjustment price used in bid evaluation.</li> </ol>
		<p>For goods belonging to the categories of Cardiology Vascular disposables falling under the DRAP Act-2012 and Rules framed thereunder, the Supplier, in addition to the terms and conditions of the Rate Contract Agreement with Procuring entity / purchasing entity (Bid Form-6), shall provide warranty to the Purchasing Agency under all the relevant Section/s of applicable government laws and rules.</p> <p>In case of goods belonging to the categories of NDIs, the Supplier as per GCC Clause IS and the clauses of Contract Agreement with the Procuring entity / purchasing entity (Bid Form-6), shall provide warranty to the Purchasing Agency for the duration as mentioned in GCC Clause-IS or till type expiry date of goods supplied, whichever is later. .</p>
	15.4 15.5	



16. PAYMENT	16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <ul style="list-style-type: none"> <li>i. GCC Clause 16 as well as under the terms and condition in Contract Agreement with the Procuring Agency, the goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after the goods having been delivered; hence insurance coverage is seller's responsibility, for which they may arrange appropriate coverage. Payment shall be made in Pak. Rupees in accordance with the relevant and applicable government rules and regulations</li> <li>ii. On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10</li> <li>iii. Payment shall not be made for partial and incomplete supply of goods.</li> </ul>
17. PRICES	17.1	<ul style="list-style-type: none"> <li>i. The bidder will not quote price of any item/s which is/are higher than the prices quoted by the bidder across the country to any procuring entity of the quoted item/s through public funding.</li> <li>ii. In case the bid price is higher than estimated cost, the Procuring agency has the right to reject the bid and scrap the process without any liability.</li> <li>iii. In case of single bid after technical evaluation, the procuring agency may carry out the market analysis before issuing a letter of consent to the successful bidder.</li> </ul>
23. LIQUIDATED DAMAGES		As in relevant clauses of the Contract Agreement signed by the Supplier with the Procuring Agency. Penalties shall be imposed as per contract agreement and blacklisting & debarment guidelines of the department if the firm deviates from Rate Contract Agreement.
28. RESOLUTION OF DISPUTES		<p>The dispute resolution mechanism to be applied will be pursuant to relevant clauses of Contract Agreement signed by Supplier with the Procuring Agency under KPPRA Regime.</p> <p>If at all required, the jurisdiction of Court shall be of Peshawar, Khyber Pakhtunkhwa.</p> <p><b>Bid Tie.</b></p> <p>In case of tie in the final score of two bidders, and unless otherwise not in contradiction to any of the terms &amp;</p>

		conditions and specifications of that item, the rate contracting will be offered to the bidder having higher score in its technical bid and the same will be declared as highest fair bid (successful bidder).if technical and financial score are the same, the contract may be awarded to both firms.
29. GOVERNING LANGUAGE	29.1	The Governing Language shall be: English
30. APPLICABLE LAW	30.1	<p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan, which includes the following legislation:</p> <ul style="list-style-type: none"> <li>i. The KPPRA Act 2012</li> <li>ii. The KPPRA Rules 2014</li> <li>iii. The Contract Laws</li> <li>iv. The General Financial Rules of the Govt. of Khyber Pakhtunkhwa and all the</li> <li>v. Relevant laws, rules and regulations pertaining to budgeting &amp; financial management of public fund</li> <li>vi. The Bonded Labor System (Abolition) Act of 1992</li> <li>vii. The Factories Act 1934</li> </ul>
31. NOTICES	31.1	<p><b>Procuring Agency address for notice purposes:</b>  Hospital Director  Peshawar Institute of Cardiology, MTI  Plot No.5-A, Sector B-3, Phase-V, Hayatabad,  Peshawar – Pakistan.  Email: <a href="mailto:Shafa.sawal@pic.edu.pk">Shafa.sawal@pic.edu.pk</a></p> <p><b>Supplier's address for notice purposes:</b> As mentioned in their bidding document</p>
32. Duties & Taxes	32.1	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.

#### Section IV. Schedule of Requirements

1. As detailed elsewhere in this document, ONE MILLION bid security shall be submitted by each bidder. The mode of provision of bid security shall be in accordance with the modalities as laid down in the relevant KPPRA Rules and these Revised Standard Bidding Documents.
2. All certifications (i.e Manufacturer authorization, ISOs, CE MDD, USFDA, JIS/MLHW, DRAP) and data/ documents shall be valid. T&E committee will carry out the verifications before award of contract and in case of any fraudulent practice; legal action will be taken against the bidder concerned. Any certificate expires before bid opening will not be Consider.
3. Non-Provision of mandatory documents mention in these SBDs shall lead to disqualification of the firm / quoted items.
4. Bid document and required documents must be submitted in Hard Tap binding, Bids in the Clip or box file will not be allowed
5. 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.
6. 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.
7. The Bid security shall be shall be from bank account of the bidder. Ordinary cheque and Payment Order (PO) in the form of bid security shall result in bid rejection.
8. 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.
9. The bidder must be registered with Income / Sales Tax Department, reflected as Active Tax Payer on the list of FBR.NTN/KNTN and KP Professional tax
10. In case of the Importers/Authorized Dealers, 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.
11. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
12. 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
13. Different models/ prices offered for a single item by the same bidder shall be considered as alternate bid and shall be non-responsive.
14. All reservations in SBDs shall be submitted in writing in the pre-bid meeting by authorized person/representative of the firm.

15. The firm should quote Both prices CNF and FOR. Single price will be considered as non-responsive.
16. The schedule for supply of goods shall be as under:
- a. Within 90 days from the date of issuance of supply order by the Purchasing Agency for items to be imported.
  - b. Within 60 days from the date of issuance of supply order by the Purchasing Agency for items to be locally manufactured.
17. The Penalty on late supply of goods shall be charged as under
- i. Penalty @ 2% for late supply up to 15 days.
  - ii. Penalty @ 5% for late supply beyond 15 days

<b>CARDIAC SURGERY DISPOSABLES</b>		
<b>Tender Ref: PIC-036</b>		
	<b>HOSPITAL SPECIFICATION</b>	<b>Price Per Piece</b>
1	Latest Generation FDA Approved Mechanical Heart Valve (Aortic/ Mitral)	
2	FDA Approved Supra Annular Mechanical Heart Valve (Aortic)	
3	FDA Approved Tissue Heart Valve (Aortic/ Mitral)	
4	Bovine Pericardium Aortic Tissue Heart Valve.	
5	Mechanical Conduit with Valve Aortic	
6	FDA Approved Adult Oxygenator with Arterial filter and tubing containing 03 suction 1/4, tubing's yanker, Tubing Organizer.	
7	FDA Approved Small Adult Oxygenator with Arterial filter and tubing containing 03 suction, tubing's yanker, Tubing Organizer.	
8	FDA Approved Peads Oxygenator with complete Tubing 03 Suction Ports, yanker and tubing organizer.	
9	FDA Approved Infant/Neonate Oxygenator with complete Tubing 03 Suction Ports, yanker and tubing organizer.	
10	Aortic Cannula Straight Tip Vented connector Adult	
11	Aortic Cannula Straight Tip Vented connector Peads	
12	Aortic Cannula Curve Tip Vented connector Adult	
13	Aortic Cannula Curve Tip Vented connector Peads	
14	Aortic Root Cannula with Vent Line Adult	
15	Aortic Cannula Peads	
16	Single Stage Venous Cannula Straight Adult	
17	Single Stage Venous Cannula Straight Peads	
18	Single Stage Venous Cannula Metal Tip Curve Adult	
19	Single Stage Venous Cannula Metal Tip Curve Peads	
20	Venous Dual Stage Cannula	
21	LV Vent (Peads and Adult)	
22	Retrograde Cannula Auto Inflate	
23	Ostial Cannula	
24	Aortic Punch	
25	Cardiac Sumps	
26	Pacing Wire Unipolar	
27	Pacing Wire Bipolar	
28	Multiple Coronary Perfusion Set	
29	Y Type perfusion set	
30	Femoral Cannula with insertion kit Arterial and Venous Adult	
31	Femoral Cannula Arterial and Venous Peads	

32	Vessel Cannula	
33	Coronary Artery Retractor	
34	Snare with Tourniquet	
35	Hemofilter Adult & Peads	
36	ACT Tube (Winner should install new ACT Machines as per Hospital Requirement)	
37	Octopus	
38	Starfish / Urchin	
39	Blower Mister	
40	Coronary Shunt	
41	Intra-Aortic Balloon Catheter	
42	Heat Exchanger Cardioplegia delivery System 4.1 with tubing	
43	Tubing Connector	
44	Annuloplasty Repair Ring Flexible (Tricuspid)	
45	Annuloplasty Repair Ring Flexible (Mitral)	
46	Annuloplasty Mitral Repair Ring Semi-Rigid Physiologic Motion and remodeling	
47	PPM VVIR with Epicardial Lead	
48	Annuloplasty Mitral Repair Ring 3D Shape Rigid	
49	Annuloplasty Tricuspid Repair Ring Rigid 3D Remodeling	
50	High flow wirewound Arterial Cannula Vented with introducer and adjustable suture ring Adult	
51	High flow wirewound Arterial Cannula Vented with introducer and introducer Peads	
52	Surgical Ablation Pen Unipolar	
53	Surgical Ablation Clamp Bipolar	
54	Arterial Line with Guide Wire (Radial & Femoral)	
55	Chest Bottle III Chamber Tube	
56	Liga Clips	
57	Dacron Patch size 4”*4”	
58	Teflon Patch	
59	Bovine Pericardial Patch	
60	Plagets	
61	Level sensor Pads	
62	Cautery Lead MonoPolar	
63	Intra Line Suction tube with yanker handle	
64	Chest Tube different sizes Straight/Curved Tip	
65	Silicon Urinary Catheterization Kit All sizes	
66	Pressure Monitoring Line all sizes	
67	Ventilator Breathing Circuit (Closed Circuit)	

68	Isolator Dome	
69	Hemostatic gel	
70	Hemostatic Powder	
71	LA Pressure Line	
72	LA Pressure Line	
73	Air ways (all sizes)	
74	Alcohol swab	
75	Antimicrobial incise drape, impregnated antimicrobial adhesive latex free, radiation sterilized	
76	Arterial Line 18 G , 20 G	
77	Bio Glue 5 ML	
78	Blood Bag (single)	
79	Bone wax	
80	Bovine percardial patch 4*6cm	
81	Bovine percardial patch 6*11cm	
82	Bowie dick test indicators (BDS)	
83	Braided absorbablepolyglactinanti bacterial suture size 2/0 with 26mm sh plus 1/2 circle round bodied needle size (2/0)	
84	Braided absorbablepolyglactinanti bacterial suture size 3/0 with 26mm sh plus 1/2 circle round boded needle size (3/0)	
85	Breathing system with bag adult, peadtripple limb	
86	Bulldog (plastic) clamp disposable	
87	Cotton crepe bandage, specification according to gov. Notification number f.6-6/2005/reg/ii (south) 7.5 cm x 4.5m	
88	Cardiac sponges	
89	Cardiovascular Pack with Antimicrobial Incise Drape, Ideal for Open Heart Surgical Procedures,	
90	Chest Binder Different sizes	
91	Chlorhexidine acetate (Surface solution)	
92	Cotton roll (Cotton wool BPC pack 500 g)	
93	C-Pap mask (Adult &Paeds)	
94	CVP line (Quad lumen) with seldinger wire length 15cm	
95	CVP Line tripple Lumen	
96	CVP measurement scale	
97	CVP monitoring lines 200cm	
98	Dacron patch sheet	
99	Dacron Felt sheet	
100	Descaler Trouble shooter for stainless steel instruments solution	
101	Diathermy lead disposable	
102	Dignity sheet	

103	Disposable diathermy pad	
104	Disposable insulin syringe 1ml with needle	
105	Disposable Surgical Gowns	
106	Disposable Syringe 10ml with needle (Blister pack)	
107	Disposable Syringe 20ml with needle (Blister pack)	
108	Disposable Syringe 3ml with needle (Blister pack)	
109	Disposable Syringe 50ml with central nozzle or catheter tip (with luer lock)	
110	Disposable Syringe 5ml with needle (Blister pack) auto destructible Syringe	
111	Disposable Syringe 60ml with central nozzle or catheter tip	
112	Disposable Syringe Cutter	
113	Double lumen tubes all sizes ((left sides disposables)	
114	ECG Electrode.	
115	Endotracheal tubes with cuff 5.5, 6, 6.5, 7, 7.5, 8, all sizes	
116	ETT stylet (all size)	
117	Examination gloves standard size.(box type small, medium, large)	
118	Extension tubes	
119	External defibrillator pedals (adult & peds)	
120	Fluid warming set	
121	Fogarty catheter – different sized	
122	Foley’s catheters two way silicon (all sizes)	
123	I.v. Cannula with injection port and integrated closing cone size 14G	
124	I.v. Cannula with injection port and integrated closing cone size 16G	
125	I.v. Cannula with injection port and integrated closing cone size 18,	
126	I.v. Cannula with injection port and integrated closing cone size 20G,(DRAP approved)	
127	I.v. Cannula with injection port and integrated closing cone size 22G,(DRAP approved)	
128	I.v. Cannula with injection port and integrated closing cone size 24G,(DRAP approved)	
129	Laryngeal mask airways (LMA) all Sizes	
130	Nasal prong (adult, peds)	
131	Nebulizer mask kit adult, peds	
132	NG tube all sizes	
133	N-propanol + isopropanol + quaternary ammonium derivatives (antiseptic solution / Hand sanitizer) 500 ml	
134	Nylon tape 3mm x 4cm	
135	Octopus tripple lumen	
136	Oxygen mask adult, peds	
137	Peds endotracheal tubes (2.5,3,3.5,4,4.5,5) Cuffed	
138	Pledget 4.5mm x 6mm	



139	Pressure Monitoring Kit Double	
140	Pressure Monitoring Kit Single with usb port	
141	Pressure Monitoring Kit Single with telephonic port	
142	Protect fix roll 10*10cm	
143	PTFE felt sheet	
144	PTFE firm pledget (7mm x 3mm x 1.5mm) Soft	
145	PTFE Sutures 2/0	
146	PTFE Sutures 3/0	
147	Re-breathable mask	
148	Right angle chest tube	
149	Soda Lime	
150	Spike with filter	
151	Sterilized Surgical gauze (size 4*4)	
152	Suction catheters 6 to 20 Fr (all size)	
153	Surgical gauze BPC cloth, specification according to gov. Notification number f.6-6/2005/reg/ii (south) 100cmx30m. (30 meter pack)	
154	Surgical gloves (all sizes), sterilized packed in carton.	
155	Three way stopper	
156	Three way stopper with extension	
157	T-piece nebulizer	
158	Transparent I/V Dressing	
159	Transparent surgical tape 3*10 yards transparent water resistant medical grade adhesive latex free and hypoallergic	
160	Yaunkar suction with tubing	
161	Monocryl 4/0 Curved (26mm 70cm 3/8 reverse cuffed	
162	Monocuspid Bovine pericardial pathc all sizes	
163	Waterproof Dressing	
164	Surgical absorbable hemostat 5.1 x 10.2cm	
165	Surgical blade (all sizes) individually packed in aluminum foil packed in carton.	
166	Surgical, absorbable hemostat, sterile, (7.6x10.2cm)	
167	Ultrasound gel trasparent	
168	Mersilene Braided Silk Suture Silk 1 31mm 1/2 cutting	
169	Mersilene Braided Silk Suture Silk round bodied 75cm	
170	Mersilene Braided Silk Suture 3/0 20 mm Sh 2 needle 75 cm	
171	Mersilene Braided Silk Suture 4/0 Silk	
172	Graft Double Valour (different sizes)	
173	Suture Boots	

## **Section V. Technical Specifications**

(Maximum Allocable Marks Score for Technical Evaluation = 70 Marks)

**NOTE:**

*For further details of evaluation criteria and marking scheme, please see relevant proforma for technical evaluation these SBDs.*

**1. SYSTEM BREAKING / DISQUALIFICATION POINTS INTECHNICAL 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 (Bid Form-1).
- b. In those cases, where sample evaluation is included in the technical criteria, rejection of the quoted items by the PIC expert committee for Physical evaluation of samples will lead to disqualification.

## **Section V. Technical Specifications (Continued)**

### **Financial Evaluation and Scoring System for Bids** (Maximum Allocable Marks Score = 30 marks)

The financial bids of technically qualified bidders will be opened publicly at the time to be announced by the Procuring entity / purchasing entity and the financial bids found technically non-responsive shall be returned un-opened to the respective Bidders.

Total Allocable marks for Technical Proposal = 70

Total Allocable marks in Financial Proposal= 30

Total Combined Allocable Score for individual bids =Marks obtained in Technical Evaluation + Marks obtained in Financial Evaluation = 100

**Scoring Methodology:**

Contract will be awarded to the lowest evaluated responsive firm whose product ranks highest in the Combined Evaluation scoring calculated through the Marks awarded to Technical Proposal and Financial Proposal as stated in the Bid Data Sheet of these SBDs.

The Evaluation Methodology is a combination of non-price factors (in Technical Criteria) and price factor (in Financial Criteria); and each having points as elaborated in the evaluation proforma as provided in these SBDs.

As evident from allocable score above and because of the importance and complexities/sensitivities in the field of procurement and use of Drugs and other products related to human lives and health, this Methodology puts greater emphasis on non-price factors like high quality of the product derived from excellent-grade raw material, stringent product certifications, international best pharmaceutical quality control practices in laboratories, Pharmaco-vigilance systems for Drug safety reporting and monitoring; and the most efficient industrial processes in the manufacturing premises.

**Procedure for the Marks Scoring:** Marks will be awarded or otherwise for various technical

parameters to each quoted product based on the prescribed Technical and Financial criteria. The total combined marks will determine the highest ranking product in each product category for contract award.

**The formula to calculate the marks for the price by the bidders other than lowest bidder is given below:**

Financial Evaluation Score of individual quoted Product:

= [Lowest quoted Price of the item ÷ Next higher proposed Price of the competing item] x Total allocable financial score

<b>EVALUATION CRITERIA</b>		
<b>S. NO</b>	<b>PARAMETERS</b>	<b>MARKS</b>
1	Authorization certificate	Mandatory
2	NTN Certificate	Mandatory
3	Sales Tax Registration	Mandatory
4	Undertaking regarding Cancellation/Suspension of Drug Registration of quoted product of the bidder by Drug Regulatory Authority of Pakistan within last two years (Undertaking on Judicial Paper)	Mandatory
5	Undertaking regarding the Non Declaration of Spurious/Adulterated batch by DTLs of Pakistan/any Competent Lab of quoted item within last two years (Undertaking on Judicial Paper)	Mandatory
6	Valid Certificate of US Food & Drug Administration (US FDA) of quoted item/s	10
	Valid Certificate of CE marking of quoted item/s	5
7	Valid certificate of ISO-9001	1
8	Valid certificate of ISO-13485	4
9	Valid certificate of ISO-14001	1
10	Free Sale Certificate of the quoted item/s in the country of origin duly attested by the embassy/high commission/consulate	2
11	Good declaration certificate of imported finished quoted item from Pakistan customs coupled with valid air way bill or bill of lading for the quoted item not older than one year on the cutoff date for submission of bids.	2
12	Valid Drug Manufacturing License issued by DRAP for manufacturers.	5
13	Valid Drug sale License for importers.	5
14	Valid Drug Registration Certificate issued by DRAP	5
15	Product Experience (Products having less than One-year experience shall be ineligible (Experience shall be calculated from the date of registration of the product with the DRAP).)	5
16	Good Manufacturing Practices (GMP) Certificate (In case of imported product, Valid GMP certificate issued by the regulatory authority of manufacturer's country will be considered. )	5
17	Sample (Excellent ) 20 Marks	20
18	Sample (Poor ) 0 Marks	
	<b>Total Marks</b>	<b>70</b>
	<b>Passing Marks</b>	<b>49</b>
<b>FINANCIAL EVALUATION</b>		
1	<b>Quoted unit Price</b>	<b>30</b>

### Sample Forms

1.	BID FORM AND PRICE SCHEDULES	89
2.	BID SECURITY FORM	91
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4.	PERFORMANCE SECURITY FORM	93
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6.	INTEGRITY PACT	95

## 1. Bid Form and Price Schedules

Date: \_\_\_\_\_

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

To:

Hospital Director,  
Peshawar Institute of Cardiology,  
Medical Teaching Institution,  
Peshawar.

Sir,

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 Clause 22 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.

### 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 <sup>3</sup>

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

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

## 2. Bid Security Form

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto [name of Procuring agency] (hereinafter called "the Procuring agency") in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:
  - a. fails or refuses to execute the Contract Form, if required; or
  - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring agency up to the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the Procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

---

*[signature of the bank]*



### 3. Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ between *[name of Procuring Agency]* of *[country of Procuring agency]* (hereinafter called "the Procuring agency") of the one part and *[name of Supplier]* Of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring Agency's Notification of Award.

3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

#### 4. Performance Security Form

To: *[name of Procuring agency]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_ 20\_\_\_\_ to supply *[description of goods and services]* (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[Address]*

---

*[date]*

## 5. Bank Guarantee for Advance Payment

To: *[name of Procuring agency]*

*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[Address]*

---

*[date]*

## 6. INTEGRITY PACT

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

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

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

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto.

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

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

Notwithstanding any rights and remedies exercised by GoKP in this regard, [name of Supplier] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

Name of Buyer: .....

Name of Seller/Supplier: .....

Signature: .....[Seal]

Signature: .....{Seal}