



**PESHAWAR INSTITUTE OF CARDIOLOGY
MEDICAL TEACHING INSTITUTION**

**STANDARD BIDDING DOCUMENTS
FOR
“Procurement of Medical Equipment’s
for the Year 2021-22”
PIC-033
After-Pre Bid**

S#	Description	Quantity	Remarks
1	OR Tables	03	2 nd Time
2	Diathermy Machines	03	2 nd Time
3	High End Echocardiography Machine	04	1 st Time
4	ECMO	01	1 st Time

(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.

After Pre-Bid

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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) 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

PROCUREMENT OF THE MEDICAL EQUIPMENT FOR THE YEAR 2021-22 (REF NO PIC-033)

1. Peshawar Institute Cardiology– MTI invites sealed bids under National Competitive Bidding from Manufacturers & Importers of below Medical Equipment for the financial year 2021-22

S#	Description	Quantity	Remarks
1	OR Tables	03	2 nd Time
2	Diathermy Machines	03	2 nd Time
3	High End Echocardiography Machine	04	1 st Time
4	ECMO	01	1 st Time

2. Bidding shall be conducted through Single Stage –Two Envelopes Bidding Procedure comprising a single package containing two envelopes as per KPPRA Rules-2014. Each envelope shall contain separately Technical and financial bid clearly marked in bold & legible letters.
3. Financial bid must be accompanied with irrevocable 3 % Bid Security of the total Bid in the name of the undersigned. 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
4. Interested Bidders must submit sealed bids to office of the Hospital Director Peshawar Institute of Cardiology **11:00 AM, June 29, 2021**, which will be opened on the same day at **11:30 AM** in the presence of those bidders or their representatives, who choose to attend the process. Bid submitted after 11:00 AM shall not be entertained.
5. Technical bid must be accompanied an Affidavit on Judicial Stamp paper to the effect that bid security as per Bid Data Sheet is attached in the financial bid, failing which the technical bid will be considered as non-responsive.
6. The Procurement Committee itself or through any other committee or expert/s as the case may be, will evaluate the technical proposal in the manner prescribed, without reference to the Financial Bid and shall reject any proposal which does not conform to the specified requirements as detailed in the SBDs.
7. Interested bidders can obtain the Standard Bidding Documents from the Procurement & Material Management Department of Peshawar Institute of Cardiology or electronically download the same from the official website of Peshawar Institute of Cardiology www.pic.edu.pk (Free of Cost)
8. Pre-bid meeting with the interested bidders will be held on **16th June 2021** at 10:00 am in the office of Manager Material Management Office of this Institute. All reservations in SBDs shall be submitted in writing in the pre-bid meeting by authorized person/representative of the firm.
9. The competent Authority has the right to reject all bids under Rule 47 of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules 2014.

Section II. Bid Data Sheet

DATA SHEET		
Reference ITB	Introduction/Description	Detail
ITB 1.1	Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.
ITB 1.1	Loan or credit or Project allocation number. Loan or credit or Project allocation amount.	Budget allocated by Government Khyber Pakhtunkhwa to Peshawar Institute of Cardiology.
ITB 1.1	Name of Project.	Procurement of Medical Equipment (PIC-033)
ITB 1.1	Name of Contract.	(PIC-033/2021-22
ITB 4.1	Name of Procuring agency.	Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.
ITB 6.1	Procuring agency's address, telephone, telex, and facsimile numbers.	Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan 091-9219645
ITB 8.1	Language of the bid.	English
BID PRICE AND CURRENCY		
ITB 11.2	The price quoted shall be	The bidder must quote FOR and C&F Prices. If both not quoted the bidder will be non-responsive.
ITB 11.4	The Price shall be fixed	The quoted prices will be valid till 30th June 2022.
PREPARATION AND SUBMISSION OF BIDS		
ITB 13.3 (d)	Qualification requirements.	Manufacturer/Importer
ITB 14.3 (b)	Spare parts required for years of operation.	<ul style="list-style-type: none"> Five Years free of cost provision of services and spare parts under warranty period. Ten Years parts availability in market and will provide certificate for the same.

ITB 15.1	Amount of bid security.	<p>3% of the total Bid Value The Bid security should be prepared/calculated on FOR prices.</p> <p>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> <p>The copy of the bid security should be placed in Technical Bid not showing the amount.</p> <p>An affidavit is also mandatory showing that the bid security is attached in the financial Bid.</p>
ITB 16.1	Bid validity period.	180 days from the date of opening of bids
ITB 17.1	Number of copies.	One (original bid)
ITB 18.2 (a)	Address for bid submission.	<p>Hospital Director Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan</p>
ITB 18.2 (b)	IFB title and number.	<p>Procurement of Medical Equipment for the year 2021-22 (PIC-033/2020-21)</p>
ITB 19.1	Deadline for bid submission.	11:00 AM Sharp. 29-06-21.
ITB 19.3	Pre-Bid meeting with the bidders	16-06-21 At 10:00 am in Peshawar Institute of Cardiology Committee Room
ITB 22.1	Time, date, and place for bid opening.	<p>11:30 AM Sharp. 29-06-21. Peshawar Institute of Cardiology Committee Room</p>
BID EVALUATION		
ITB 23.1	Clarification of Bids	<p>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.</p> <p>This communication shall be with the prior approval of chairman T&E committee.</p>
ITB 25.3	Criteria for bid evaluation.	<p>Merit Point Evaluation The items ranked highest in merit points (obtained through and based on technical and</p>

		financial evaluation) will get unit rate central Contract.
ITB 25.4 (a)	One option only.	Not Applicable
ITB 25.4 (b)	Delivery schedule. Relevant parameters in accordance with option selected:	
Option (i)	adjustment expressed as a percentage,	Not Applicable
Option (ii)	or adjustment expressed in an amount in the currency of bid evaluation,	
Option (iii)	or adjustment expressed in an amount in the currency of bid evaluation,	
ITB 25.4 (c)	Deviation in payment schedule.	Not Applicable
(ii)	Annual interest rate.	
ITB 25.4 (d)	Cost of spare parts.	Not Applicable
ITB 25.4 (e)	Spare parts and after sales service facilities in the Procuring agency's country.	Not Applicable
ITB 25.4 (f)	Operating and maintenance costs.	Not Applicable
ITB 25.4 (g)	Performance and productivity of equipment.	Not Applicable
ITB 25.4 (h)	Details on the evaluation method or reference to the Technical Specifications.	As in section on Technical Evaluation of bids.
ITB 25.4 Alternative	Specify the evaluation factors.	Not Applicable
Contract Award		
ITB 29.1	Percentage for quantity increase or decrease.	Number of items can be increased and Decreased as per requirement of the PE within permissible limits under the rules.

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.

Table of clauses

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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	The Procuring agency is: Peshawar Institute of Cardiology Medical Teaching Institution Peshawar
	1.1 h	The Procuring agency's country is: Pakistan
	1.1 i	The Supplier is: i. Manufacturer and/or Importer registered with relevant sales and income tax authorities and have requisite qualification and eligibility for supply of Goods in the specialized categories of health sector; and ii. Manufacture of Medical Equipment/ Machinery, Instruments & Medical Devices in Pakistan; and iii. Importer of Medical Equipment/ Machinery, Instruments & Medical Devices in Pakistan.
	1.1 j	The Project Site is: 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 be 10% i.e. of the total value of each individual supply order placed to the successful bidder. However, the Standard bid security @ 3 percent of the bid value as elaborated in Section-IV, Statement of Requirement, of this document, from the successful bidders as received at the time of bids submission under GCC Clause 15 shall be retained by the Procurement Cell as Bid Security and will be released back to successful bidders after receipt of 10% performance security on each individual supply order placed by the respective procuring entity and will be retained by procuring entity till completion of warranty period.
8. INSPECTIONS AND TESTS	8.6	i. The Technical Evaluation shall be conducted by the Technical and Evaluation (T&E) Committee to

		<p>undertake verification of documents submitted by the bidder/s along with the technical bids as well as to conduct the physical inspection of the various samples/relevant premises as per rent agreement or ownership etc. (Section-V -Technical Specification of the Part II of these SBDs).</p> <p>ii. Sample tests as well as pre-shipment inspections will also be carried out as and when needed before signing of contract agreement with all the successful bidders for Machinery & Equipment, instruments etc.</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		<p>Applicable Delivery Mode: Delivered Duty Paid (DDP) as per contract agreement of the Successful with the Procuring Agency.</p> <p>The delivery, loading/unloading and installation will be responsibility of bidder.</p> <p>No charges will be paid additionally in case of penalty or any other charges.</p>
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> <p>a. 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</p> <p>b. 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.</p>
	15.4	The period for correction of defects in the free warranty period is Five years after installation with free parts and free services, including all incidental charges
	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> <p>i. GCC Clause 16 as well as under the terms and</p>

		<p>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</p> <p>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</p> <p>iii. Payment shall not be made for partial and incomplete supply of goods.</p> <p>iv. The LC will be opened with the principal/Manufacturer directly. Non Third party will be allowed.</p> <p>v. The payment will be made 80/20 %. The 80% will be made on shipment arrival and the remaining 20% will be made after successful inspection by the committee.</p>
17. PRICES	17.1	<p>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.</p> <p>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.</p> <p>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.</p>
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>Bid Tie.</p> <p>In case of tie in the final score of two bidders, and unless otherwise not in contradiction to any of the terms & conditions and specifications of that item, the rate contracting will be offered to the bidder having higher score</p>

		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"> i. The KPPRA Act 2012 ii. The KPPRA Rules 2014 iii. The Contract Laws iv. The General Financial Rules of the Govt. of Khyber Pakhtunkhwa and all the v. Relevant laws, rules and regulations pertaining to budgeting & financial management of public fund vi. The Bonded Labor System (Abolition) Act of 1992 vii. The Factories Act 1934
31. NOTICES	31.1	<p>Procuring Agency address for notice purposes: Hospital Director Peshawar Institute of Cardiology, MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan. Email: Shafa.sawal@pic.edu.pk</p> <p>Supplier's address for notice purposes: 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, 3 % of bid security of the total bid value of the quoted equipment shall be submitted by each bidder on the total quantity of items for which bid is being submitted. 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. Manufacturers/ Importers/Authorized Dealers for procurement of quoted Equipment.
3. 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.
4. Non-Provision of mandatory documents mention in these SBDs shall lead to disqualification of the firm / quoted items.
5. Bid document and required documents must be submitted in Hard Tap binding.
6. The order may increase / decrease as per requirement / decision of the procuring entity and in this connection no claim shall be entertained.
7. The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.
8. The Procuring Agency has the right to inspect the premises of bidder to inspect the setups ensuring proper after sales services, documents mentioned in technical bids and any other relevant details. Premises (office/workshop) of bidder shall be insured through ownership/or Rent agreement.
9. The Bid security shall be 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.
10. The Unit price quoted by the bidder shall be **inclusive** of all applicable duties and taxes. All prices shall include relevant taxes & duties, where applicable. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
11. 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
12. 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.
13. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
14. 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
15. Different models/ prices offered for a single item by the same bidder shall be considered as alternate bid and shall be non-responsive.
16. All reservations in SBDs shall be submitted in writing in the pre-bid meeting by authorized person/representative of the firm.

17. The firm should quote Both prices CNF and FOR. Single price will be considered as non-responsive.
18. 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.
19. 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 after 15 days up to 30 days.
 - iii. Penalty @ 07 % for late supply beyond 30 days

List of Equipment

S#	Description	Quantity
1	OR Tables	03
2	Diathermy Machines	03
3	High End Echocardiography Machine	04
4	ECMO	01

Evaluation Criteria for Procurement of Medical Equipment

Total Marks (Technical Criteria + Financial Criteria): TM: 70 + 30 =100

(Technical Evaluation Marks: 70)

S #	Parameters	Sub-parameters	Total
	Product Evaluation		Marks: 45
	Conformance to Specification		
1	Compliance to Purchaser's Specifications		26
		Fully compliance with the required specifications as per statement of Requirement (Up to a maximum of four Minor deviations may be accommodated subject to the condition that main function and performance in any aspect would not affect. However, up to four marks will be deducted	20
	Demo		
		Demo	6
3	Product Certification		9
	US FDA	US Food and Drug Administration (FDA) 510K	4
	CE(MDD)	European Community (CE) MDD	2
	JIS/MHLW	Japanese industrial standard/ Ministry of Health, Labour and Welfare of Japan//Japan Sales Certificate	3
	Performance Specifications		
4	Product's Global Performance Certificates		3
		<ul style="list-style-type: none">Valid ISO 9001 Quality Management CertificateValid ISO 13485 Quality management certificateCertificate of Origin of Equipment on letter head of the manufacturer.	1 1 1
5	Product's Local Performance		7
		One mark for each after sale satisfactory performance certificate (verifiable) on letter head of medical institution, signed and stamped letter for the quoted model of equipment from medical institution of Pakistan. Supply Order / Purchase Order / Installation reports / Delivery challan will not be considered as	4

		satisfactory performance certificate.	
		One mark for each after sale satisfactory performance certificate (verifiable) on letter head medical institution, signed and stamped letter for the Previous models of equipment from medical institution of Pakistan. Supply Order / Purchase Order / Installation reports / Delivery challan will not be considered as satisfactory performance certificate.	3
		The product should be installed in at least 1 medical institutes in Pakistan	Mandatory
	Firm Evaluation		Total Marks: 25
6	Legal Requirement		6
		Manufacturer Authorization Certificate, or Partnership Deed with manufacturer	Mandatory
		Most Recent Audit Report duly signed by external Auditor (from chartered accountant)	1
		Firm Must have Registration with (GST, NTN,KPRA)	Mandatory
		Sales Tax (Last 1 Year)	1
		Income tax (Last 3 years)	3
		Firm registered with PEC / DRAP (Drug Regularity Authority of Pakistan) to import / manufacture of medical devices where applicable.	1
7	Technical Staff		5
		Diploma Engineer	1
		Graduate Engineers.	1
		Graduate Engineers (PEC certificate should be attached)	1
		Manufacturer Trained Engineer in Pakistan on quoted Equipment. (Visa and certificates should be attached)	2
8	Networking and Training		4
	Supplier's office for maintenance and 24/7 support	Availability of workshop in Peshawar to be verified with Ownership / Rent Agreement with Owner / Rent Agreement with Company Name.	2

		Availability of workshop at National level to be verified with Ownership / Rent Agreement with Owner/ Rent Agreement with Company Name.	1
		Certificate to the effect that the firm will provide training in the use of equipment to the relevant technical staff. Training plan must be attached with certificate	1
9	Testing & Calibration Equipment		2
		List of tools, testing equipment and calibration equipment relevant to the product	1
		Spare Parts readily availability (Inventory list)	1
10	Warranty Period Extension		4
	With parts and services	Warranty Period five years with parts and services from the date of installation. Warranty must be from original manufacturer.	4
11	Post warranty Maintenance Services		4
	With parts and services	Post warranty maintenance contract, including service and parts, rates (companies to offer percentage (%) of the contract value in the technical bid. The lowest will get the full marks. The rates must come from the original manufacturer	4

Total Marks in Technical Criteria: **70**

Qualifying Percentage in Technical Criteria: **70%**

Qualifying Marks: **49**

Financial Criteria (30 Marks):

S #	Parameters	Sub-Parameters	Total Marks: 30
	Price		30
		Lowest Price will get full marks. The formula to calculate the marks for the price submitted is: [Lowest Price (Fm)/Price of Bid under consideration (F)] x100 x 0.30	30

Total Marks (Technical Criteria + Financial Criteria): 100

The bidders achieving a minimum of **49** marks (i.e., 70%) out of **70** marks in the Technical Evaluation will be declared technically qualified. Financial bids of only technically qualified bidders will be opened publicly at the time to be announced by the Procuring Agency. The Financial Bids of technically disqualified bidders will be returned un-opened to the respective Bidders. After getting the financial score from the remaining **30** marks, the two scores will be combined to identify the highest ranking firm.

Merit Point Evaluation Methodology: Contract will be awarded to the lowest evaluated responsive firm which gets the maximum marks and becomes the highest ranking in the Combined Evaluation calculated through the Merit Point Average Methodology which puts greater emphasis on non-price factors like stringent global certifications on Conformance Specifications (i.e., meeting the required technical specifications), Performance Specifications (i.e., meeting the requirements the product is designed for) leading to customer satisfaction verification, certifications of the technical staff, provision of maintenance & services, provision of training on equipment and post-warranty services etc. The following weightages will be given to the technical and financial scores:

Technical Score: 70

Financial Score: 30

Statement of Requirement with Specification

S.NO: 01 Operation Room Table with cardiac Attachments

- Operating Table with Electro Hydraulic adjustment by means of hand-held control for minimum three positions like High/Low, Lateral, and Trendelenburg/Reverse Trendelenburg
- Hand held control shall have control keys and activating key preventing accidental table movement along with battery charge indicator
- All these movements shall also be opera table manually via Manual Override by Hydraulic Foot Pump combined with or without hand control/column backup control panel
- In addition to electro-hydraulic movements via hand held control, manual override. The table shall also have emergency control panel in the OT Table column

Operation table shall comprise of the following 05 sections

- Back section, Seat section, Head Plate and Leg Plate (2 sectional)
- Safe Working Load: 180Kg and Static Weight Capacity: 245Kg or better
- Provision of battery operation with minimum 3 hours' backup with external battery charger (100-230 V, 50 Hz) or equivalent

Construction and Physical Parameters: -

- Frame construction of SS and side rails of SS both sides or equivalent
- Mobile Base in shock resistant ABS / stainless steel or equivalent
- Antistatic SAF pads, at least 55 mm thick or more. The fixation of the pads shall be by means of adhesive gel strips for optimal retention of pads. or equivalent
- Integrated X-ray Cassette Tunnel/cassette fixer or equivalent
- Mobile on four double castors and central brake activated by foot pedal or equivalent
- OT Table shall be Tested for safety following the CB scheme according to IEC 60601 or equivalent
- Table Top must be Radiolucent

Movements: -

- Electro-Hydraulic Up and down movement height range: 750-1000mm or more
- Electro-Hydraulic Trendelenburg 25° / Reverse Trendelenburg position 25° or more
- Electro-Hydraulic Lateral Tilt: 20° or more

- Manual Servo Assisted Back Plate up +70°/down -40° or more
- Manual Leg Plate movement: up +20°/down -85° or more
- Leg plate swiveling: 50° or more
- Head Rest: +30°/-40° or more

Accessories:

Arm rest (pair), Anesthetic frame, Body Restraint Strap, Infusion Pole, Shaped Head Rest and all other standard accessories

Power:

220vac

Certification:

JIS/MHLW/FDA/CE

One of the above is mandatory

S.NO: 02 Diathermy Machine

TECHNICAL SPECIFICATIONS

- Microprocessor based electrosurgical unit for normal and under water cutting usages.
- Automatic self-test function.
- Operation in Radio Frequency range
- It should have controls for Monopolar cutting, coagulation and Bipolar Coagulation or better
- Pure Cut: 400 W or more
- Blend Cut: 300 W or more
- Super Blend Cut: 200 W or more
- Forced Prep: 120 W or more
- Endo Mode: 100 W or more
- Contact coagulation: 250 W or more
- Spray coagulation: 120 W or more
- Bipolar coagulation: 100 W or more
- The Machine should be capable of being used for Neonates /pediatric patients/Adult Patients)

- To be supplied with all standard accessories and all of bellow stated items:
 - Reusable neutral electrode
 - Double Pedal Foot switch for mono polar and bipolar
 - Standard Electrode Set
 - Bipolar Forceps with cable

Power:

220V, 50 Hz.

Certification:

JIS/MHLW/FDA/CE

One of the above is mandatory

S.NO: 03 HIGH-END ECHOCARDIOGRAPHY MACHINE

Generic Name HIGH-END ECHOCARDIOGRAPHY MACHINE

Clinical Purpose Echocardiogram, often referred to as a cardiac echo or simply an echo, is a sonogram of the heart. Echocardiography uses standard two-dimensional, three-dimensional, and Doppler ultrasound to create images of the heart.

TECHNICAL SPECIFICATIONS

- 1 The system must be latest generation, high end & technologically advanced Digital 4D (Live 3D) echocardiography system
- 2 System must be offered with a minimum of 550,000 digital processed channels or better. Original technical data sheet should be enclosed in technical bid to support the number of channels on the system. If not mentioned, please attach a letter from the manufacturer along with the technical bid clearly stating the digital processed channels of the offered system
- 3 System must have adult cardiology transducer with either single crystal technology or pure wave technology or matrix or broad band for excellent gray scale image quality on difficult to image patients. Please mention the technology used in the transducer. Original technical data sheet should be enclosed in technical bid to support the crystal technology.
- 4 System must be offered with a minimum 21 inches or more high-resolution flat panel medical grade display monitor with nearly infinite position adjustments
- 5 System should have at least three imaging universal active probe ports with electronic switching facility from keyboard without probe adapter.
- 6 System should be capable of supporting second-generation 4D (Live 3D) matrix transducer capable of supporting matrix exceptional 4D (Live 3D) echo, 4D (Live 3D zoom) and operating modes must include B, 2D M-Mode, PW, Spectral Doppler, Color Doppler, THI and TDI
- 7 Image storing facility on in built hard disc or MOD/CD/DV-RW facility should be available. In built- in hard disk the capacity should be of minimum 500GB or more. System should have extensive image management capability including thumbnail review, cine loop editing etc
- 8 System must be offered with Speckle reduction imaging: Image processing technique to remove speckles and clutter artifacts. Application for Cardiac, Peripheral, Pediatric, adult should be available

9	System should have 4D (Live 3D) echocardiography capabilities with color flow imaging.
10	System should be capable of scanning depth of 30cm. scanning depth should be clearly mentioned in the technical quote if not mentioned please attach a letter from the manufacturer along with the technical bid clearly stating the scanning depth of 30cm in the offered system.
11	Should be able to perform advanced quantification measurements like strain & strain rate quantification.
12	Frame rate with 2000 or more in 2D Mode
13	Fully automate 4D volume calculation for RV
14	3d wall motion tracking
15	Volume per second should be 400 Voxel/s or better
16	The system should have the facility of displaying the three planes of the 3D data set.
17	Integrated stress echo facility to perform stress echo exams.
18	The system should be offered with user-friendly high-resolution user interface touch panel of 10 or more inches or intuitive keyboard.
19	The following Probes should be quoted with the main equipment.
	<ul style="list-style-type: none"> • Adult Phase Array Probe, • Peds Phase Array Probe, • TEE Probe for Adult, • TEE Probe for Peds, • Sector 4D Probe adult, • Sector 4D Probe Peds.
	(Prices of the probes must be quoted Individually, Quantity of probes can be increased or decreased) as per Hospital Requirement.
	DICOM Package:
	Dicom Query/ Retrieve, Send/Receive, Media, Import/ Export, Storage, Print & IHE Integration. Machine should be DICOM ready in all parameters with no additional requirements of license for connectivity with PACS/RIS/HIS)
	Accessories:
	Thermal Printer
	UPS with trolley
	All other standard accessories
	Certification:
	JIS/MHLW/FDA/CE
	Two of the above are mandatory

<u>S.NO: 04 ECMO (standalone system)</u>
<u>ECMO – CENTRIFUGAL PUMP.</u>
<ul style="list-style-type: none"> • Centrifugal pump (ECMO) for adult and peds. • Centrifugal Pump system must be used as a fully independent stand-alone unit and may also be used with existing Heart lung machines

- The flow and bubble measuring function must be available.
- The module must be capable to operate independently as a stand-alone unit with its own integrated battery pack and power supply. Its ability to be also incorporated onto and into heart lung machine would be considered as plus point
- Emergency drive, a manual drive (hand crank with speed indicator)
- Heater Unit with same system. Heater unit for ECLS System Portable compatible with same cart in case of Movement:
- **INTEGRATED BATTERY SYSTEM:**
 - ✓ The System have integrated Uninterruptible Power Supply
 - ✓ Battery of minimum 90-minutes duration.
- ❖ **System Must be:**
 - ✓ Completely independent stand-alone application for direct
 - ✓ Mains power supply, built-in battery backup, level and
 - ✓ Integrated flow and bubble sensors
 - ✓ Separate flow and speed displays
 - ✓ Constant flow mode of operation
 - ✓ Suitability for pulsatile operation
 - ✓ Technologically advanced disposable pump head
 - ✓ Priming: 32 ml
 - ✓ Flow: 0-20 l/min or better
 - ✓ Delta Pressure: 750 mmHg or better
 - ✓ Inlet / Outlet: 3/8"
 - ✓ RPM: 5000 or better
 - ✓ User interface Digital displays
 - ✓ AC Power: 230/240 V, 50/60 Hz
 - ✓ Power supply / battery :90 min
 - ✓ Mechanical Gas Blender (Oxygen Air Mixture) With Complete Set Accessories
 - ✓ Display air, oxygen, Carbon di Oxide and Fio2
 - ✓ Capable of delivering Fio2 21-100%
 - ✓ Supply cables for air and oxygen
 - ✓ Water Trap

Cart

Stainless steel body four wheels with double shelves, Low profile design maximizing safety

Accessories:

Complete standard accessories

Certification:

JIS/MHLW/FDA/CE

Two of the above are mandatory

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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 ³

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. AGREEMENT DEED
FOR PROCUREMENT, INSTALLATION & MAINTENANCE OF EQUIPMENT

THIS AGREEMENT DEED is made on this day st day of September in the year 2021 by and between;

Peshawar Institute of Cardiology, Medical Teaching Institute, Peshawar
situated at Phase-V, Hayatabad, Peshawar
through its Hospital Director
(hereinafter referred to as **‘First Party’** which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, successors and assigns)
And

M/s *[Mention Second Party]*
(hereinafter referred to as **‘Second Party’** which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, successors and assigns).

(both the above hereinafter collectively referred to as **‘Parties’**)

WHEREAS the Second Party has agreed to supply *[Mention Goods]* (hereinafter referred as ‘Equipment’) out of the fresh stock to the First Party on the following terms and conditions:

DEFINITIONS:

- a. **‘Consideration’** means the price payable to the Second Party by the First Party under this Agreement Deed for the full and proper performance of its contractual obligations.
- b. **‘Equipment’** means all of the equipment, machinery, and/or other materials which the Second Party is required to supply to the First Party under this Agreement Deed.
- c. **‘Services’** means those services ancillary to the supply of the Equipment, 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 Second Party.
- d. **‘Project Site’** where applicable, means the place or places named in this Agreement Deed.
- e. **‘Day’** means a calendar day.
- f. **‘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.
- g. **‘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.

- h. **‘Force Majeure’** means an event beyond the control of the Parties and not involving the Parties fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the First Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

TERMS AND CONDITIONS:

1. Second Party shall deliver and install the Equipment at the premises and precincts of Peshawar Institute of Cardiology on CNF basis.
2. The specification, quality, quantity of goods shall be in conformity to purchase order, which shall be made part of this Agreement Deed. The Second Party shall include the ancillary Services attached with the Equipment.
3. The Equipment supplied under this Agreement Deed shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, it shall conform to the authoritative standards appropriate to the Equipment’s country of origin. Such standards shall be the latest issued by the concerned institution.
4. The Second Party shall be required to provide any or all of the following services, including additional services, if any, specified in contract:
 - i. performance or supervision of on-site assembly and/or start-up of the supplied Equipment;
 - ii. furnishing of tools required for assembly and / or maintenance of the supplied Equipment;
 - iii. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Equipment;
 - iv. performance or supervision or maintenance and/or repair of the supplied Equipment, for a period of time indicated in purchase order, provided that this service shall not relieve the Second Party of any warranty obligations under this Agreement Deed; and
 - v. Training of the First Party’s personnel, at the Second Party’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
5. The Second Party will be liable to complete the supply within stipulated time limit i.e. 90 days after the confirmation of LC from the respective manufacturer of the Equipment.
6. The Second Party will liable to complete the supply within stipulated time limit by confirming quality, quantity and timeline up to the entire satisfaction of First Party.
7. The Second Party warrants that the Equipment supplied under this Agreement Deed are brand new, unused, of the most recent or current models and that they incorporate

all recent improvements in design and materials unless provided otherwise in this Agreement Deed. The Second Party further warrants that all Equipment supplied under this Agreement Deed shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the First Party specifications) or from any act or omission of the Second party, that may develop under normal use of the supplied Equipment in the conditions prevailing in the country of First Party.

8. The First Party shall promptly notify the Second Party in writing of any claims arising under this warranty.
9. The First Party, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Second party, may terminate this Agreement Deed in whole or in part:
 - a. if the Second Party fails to deliver any or all of the Equipment within the period(s) specified in this Agreement Deed, or within any extension thereof granted by the First Party; or
 - b. if the Second Party fails to perform any other obligation(s) under this Agreement Deed.
 - c. if the Second Party, in the judgment of the First Party has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement Deed.
10. In case the Second Party failed to complete the supply till the due date i.e. 90 days from confirmation of LC from the respective manufacturer of the Equipment, a penalty as per detail below will be charged from the Second Party;
 - i. Penalty @ 2% for late supply up to 15 days.
 - ii. Penalty @ 5% for late supply after 15 days up to 30 days.
 - iii. Penalty @ 07 % for late supply beyond 30 days

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

11. The Second Party shall be responsible for the transportation of the Equipment and the transportation charges incurred thereof. The Second Party shall complete the supply and installation of goods within the stipulated period as mentioned in the supply order (Imported Items) from the date of execution of this agreement or as extended or reduced by the First Party. In case of failure of Second Party to supply the goods within the stipulated period, the First Party will be at liberty to make an alternate arrangement at the risk and cost of Second Party and the Second Party shall be liable to pay the entire cost/amount to the alternate supplier according to the demand of the First Party. In the event of commuting a default the First Party will be at liberty to take any civil/criminal legal action against the Second Party in accordance with law. A fine up to ten percent (10%) of the Consideration shall also be inflicted against the Second Party.

12. The Second Party shall be responsible for any defect in goods or supply of goods. The entire goods will be free of any charges and encumbrance of what so nature and the First Party or its agent will be authorized at all reasonable time to view, check and examine the conditions of the supplied Equipment.
13. Upon demand made by the First Party at any time or from time to time, to execute all such instruments, deeds or documents which the First Party may in its sole discretion require, the Second Party will do the needful.
14. The First Party will be furnishing all such information as the Second Party may at any time or from time to time required relating to the position of goods and pecuniary liability of the First Party or otherwise whatever.
15. The Second Party shall not, without the prior written consent of First party, disclose this Agreement Deed, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the First Party in connection therewith, to any person other than a person employed by the Second Party in the performance of this Agreement Deed. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
16. The Second Party shall provide such packing of the Equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Agreement Deed. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Equipment's final destination and the absence of heavy handling facilities at all points in transit.
17. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Agreement Deed, including additional requirements, if any, and in any subsequent instructions ordered by the First Party.
18. The First Party will be at liberty, at all times and shall have the right to return the Equipment, provided/delivered by the Second Party with regard to quality, quantity, value or otherwise fitness for use. Notwithstanding anything contained hereinabove, it is hereby agreed by both Parties that the First Party at all times be at liberty and shall have the right to cancel or reduce the quantity, without assigning any reason.
19. The Second Party shall be bound under this Agreement Deed to provide the warranty, maintenance and services of Equipment which must be seven (----) years with spare parts including accessories from the date of installation. The Second Party shall be bound to keep available the spare parts for 10 years.
20. Post warranty shall be ----- % of the contract value per year, for maintenance contract, including service and parts.

21. The Second Party shall deposit an amount of **10%** of the Consideration as service security, which will be refundable after expiry of the period of warranty/guarantee and services after necessary adjustments.
22. The Second Party shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under this Agreement Deed is the result of an event of Force Majeure.

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

23. Any notice given by one party to the other pursuant to this Agreement Deed shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in contract.
24. A notice shall be effective when dispatched on the given address of the Parties in this Agreement Deed via above means.
25. Payment to the Second Party shall be on presenting a bill in the shape of summary duly verified by Finance Department. The bill shall be counter verified from the end using department before clearance. Demand in violation of this clause of agreement may lead to imposition of reasonable amount of fine.
26. The Equipment shall be open to inspection at all times during the agreement period. The inspection of Equipment shall be carried out by a representative from purchase, legal, quality control, finance or end using department.
27. Besides the above conditions the Second Party shall be bound to fulfill the defacing if found at any time and for the purpose shall be ready to sign and execute a fresh agreement if needed.
28. Each Clause of this Agreement Deed shall be and remain separate from and independent of and severable from all and any other Clauses herein except where otherwise indicated by the context of this Agreement Deed. The decision or declaration that one or more of the Clauses are null and void shall have no effect on the remaining Clauses of this Agreement Deed.
29. In the event of any difference or dispute arising between the Parties or their representative agents regarding rights and liabilities of the parties or any other matter relating to this Agreement Deed may be referred to the Board of Governors of the First Party and their decision will be final in all aspects and the Second Party warrants to abide by the decision of the Board of Governors of the First Party and will be bound by the decisions.

30. This Agreement Deed may be reviewed at any stage with mutual consultation of both Parties, if required. All amendments or addition to this Agreement Deed must be in writing and signed by both Parties through addendum to this Agreement. No amendment of any provision of this Agreement Deed shall be valid unless the same shall be in writing and signed by the Parties
31. The validity, interpretation, construction and performance of this Agreement Deed shall be governed by the Laws of Khyber Pakhtunkhwa in Pakistan. This Agreement Deed shall be interpreted with all necessary changes in gender and in number as the context may require and shall convey to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

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

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]

The bidders will quote the technical bids on the format/ Form given below.

[illegible]