



**PESHAWAR INSTITUTE OF CARDIOLOGY
MEDICAL TEACHING INSTITUTION**

STANDARD BIDDING DOCUMENTS

FOR

**“RATE CONTRACTING /FRAMWORK
OF CARDIAC SURGERY DISPOSABLES”
LOT # 1
FOR THE YEAR 2022-2023”**

Tender Ref : PIC-053

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

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) 2- b 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.

- a. Invitation for Bids;
- b. Bid Data Sheet;
- c. Special Conditions of Contract;
- d. Schedule of Requirements;
- e. Technical Specifications;
- f. Sample Forms.

Description	Dates
Pre-bid meeting	Date: 02-06- 2022 at 10:00 am (PST)
Tender Closing/Last submission	Date: 16-06-2022, Time:11:00 (PST)
Tender Opening	Date: 16-06-2022, Time:11:30 (PST) Hours
Bid security	1,000,000- PKR
Tender Process	Single Stage Two Envelope
Tender Validity/Prices Validity	<i>From 1 July 2022 to 30 June 2023.</i>

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.

CONTENTS - PART ONE

CONTENTS	Page #
PART ONE - SECTION I. INSTRUCTIONS TO BIDDERS	
Notes on the Instruction to Bidders	5
Table of Clauses	6-7
Instructions to Bidders	8-21
PART ONE – SECTION II. GENERAL CONDITIONS OF CONTRACT	
Notes on the General Conditions of Contract	22
Table of Clauses	22-23
General Conditions of Contract	24-34

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.

Table of Clauses

A.	Introduction	
1.	Source of Funds	08
2.	Eligible Bidders	08
3.	Eligible Goods and Service	09
4.	Cost of Bidding	09
B.	The Bidding Document	09
5.	Content of Bidding Documents	09
6.	Clarification of Bidding Documents	09-10
7.	Amendment of Bidding Documents	10
C.	Preparation of Bids	10
8.	Language of Bid	10
9.	Documents Comprising the Bid	10
10.	Bid Form	10
11.	Bid Prices	10-11
12.	Bid Currencies	11
13.	Documents Establishing Bidder's Eligibility and Qualification	11
14.	Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	12
15.	Bid Security	12-13
16.	Period of Validity of bids	13
17.	Format and Signing of Bid	13-14
D.	Submission of Bids	14
18.	Sealing and Marking of bids	14
19.	Deadline for Submission of bids	14
20.	Late bids	14
21.	Modification and Withdrawal of Bids	14-15
E.	Opening and Evaluation of Bids	15
22.	Opening of Bids by the Procuring Agency	15
23.	Clarification of Bids	15
24.	Preliminary Examination	15-16
25.	Evaluation and Comparison of Bids	16-19
26.	Contacting the Procuring Agency	19
27.	Alternative	19
F.	Award of Contract	19
28.	Post-Qualification	19-20
29.	Award Criteria	20
30.	Procuring Agency's Right To Vary Quantities At Time Of Award	20
31.	Procuring Agency's Right To Accept Any Bid And To Reject Any Or All Bids	20
32.	Notification of Award	20

33.	Signing of Contract	20
34.	Performance Security	20-21
35.	Corrupt Or Fraudulent Practices	21
36.	Integrity Pact	21

Instructions to Bidders

A Introduction

1. Source of Funds	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/PIC-MTI., 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.
2. Eligible Bidders	2.1	This Invitation for Bids is open to all suppliers from eligible source as defined in the KPPRA 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
3. Eligible Goods and Services	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.
4. Cost of Bidding	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. The Bidding Documents		
5. Content of Bidding Documents	5.1	The bidding documents include: <ul style="list-style-type: none"> a. Instructions to Bidders (ITB) b. Bid Data Sheet c. General Conditions of Contract (GCC) d. Special Conditions of Contract (SCC) e. Schedule of Requirements f. Technical Specifications g. Bid Form and Price Schedules h. Bid Security Form i. Contract Form j. Performance Security Form k. Manufacturer’s Authorization Form
	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.
6. Clarification of Bidding Documents	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.
7. Amendment of Bidding Documents	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.
C. Preparation of Bids		
8. Language of Bid	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.
9. Documents Comprising the Bid	9.1	The bid prepared by the Bidder shall comprise the following components: <ul style="list-style-type: none"> a. a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12 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; 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 d. Bid security furnished in accordance with ITB Clause 15.
10. Bid Form	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
11. Bid Prices	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.
12. Bid Currencies	12.1	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
13. Documents Establishing Bidder's Eligibility and Qualification	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"> 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; that the Bidder has the financial, technical, and production capability necessary to perform the contract; 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 That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	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"> a. a detailed description of the essential technical and performance characteristics of the goods; 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 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.
	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.
15. Bid Security	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	The bid security shall be in Pak. Rupees and shall be in one of the following forms:

		<p>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</p> <p>b. Irrevocable en-cashable on-demand Bank call-deposit.</p>
	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> <p>a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or</p> <p>b) In the case of a successful Bidder, if the Bidder fails:</p> <p>I. To sign the contract in accordance with ITB Clause 32; or</p> <p>II. To furnish performance security in accordance with ITB Clause 33.</p>
16. Period of Validity of Bids	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.
17. Format and Signing of Bid	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.
D. Submission of Bids		
18. Sealing and Marking of Bids	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"> a. Be addressed to the Procuring agency at the address given in the Bid Data Sheet; and 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.
	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.
19. Deadline for Submission of Bids	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.
20. Late Bids	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.
21. Modification And Withdrawal of Bids	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.
E. Opening and Evaluation of Bids		
22. Opening of Bids by the Procuring agency	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.
23. Clarification of Bids	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.
24. Preliminary Examination	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.

25. Evaluation and Comparison of Bids	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.
	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	<p>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:</p> <ul style="list-style-type: none"> a. incidental costs b. delivery schedule offered in the bid; c. deviations in payment schedule from that specified in the Special Conditions of Contract; d. the cost of components, mandatory spare parts, and service; e. the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid; f. the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or g. other specific criteria indicated in the Bid Data Sheet and/or h. in the Technical Specifications.
	25.4	<p>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:</p> <ul style="list-style-type: none"> a. Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination. b. Delivery schedule. <ul style="list-style-type: none"> i. The Procuring agency requires that the goods under the

		<p>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 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 capitalized cost of additional operating costs over the life of</p>
--	--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

		<p>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 & 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.
28. Award Criteria	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.
29. Procuring agency's Right to Vary Quantities at Time of Award	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.
30. Procuring agency's Right to Accept any Bid and to Reject any or All the Bids	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
31. Notification of Award	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.
32. Signing of Contract	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.
33. Performance Security	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
34. Corrupt or Fraudulent Practices	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"> 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 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; <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.
35. Integrity Pact	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.

Table of Clauses

1.	Definitions	24
2.	Application	24
3.	Country of Origin	25
4.	Standards	25
5.	Use of Contract Documents and Information; Inspection and Audit by the Bank	25
6.	Patent Rights	26
7.	Performance Security	26
8.	Inspections and Tests	26-27
9.	Packing	27
10.	Delivery and Documents	27
11.	Insurance	27
12.	Transportation	28
13.	Incidental Services	28
14.	Spare Parts	28-29
15.	Warranty	29
16.	Payment	30
17.	Prices	30
18.	Change Orders	30
19.	Contract Amendments	30
20.	Assignment	30
21.	Subcontracts	30-31

22.	Delays in the Supplier's Performance	31
23.	Liquidated Damages	31
24.	Termination for Default	31-32
25.	Force Majeure	32-33
26.	Termination for Insolvency	33
27.	Termination for Convenience	33
28.	Resolution of Disputes	33-34
29.	Governing Language	34
30.	Applicable Law	34
31.	Notices	34
32.	Taxes and Duties	34

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"> 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. b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. c. "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract. 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. e. "GCC" means the General Conditions of Contract contained in this section. f. "SCC" means the Special Conditions of Contract. g. "The Procuring agency" means the organization purchasing the Goods, as named in SCC. h. "The Procuring agency's country" is the country named in SCC. i. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract. j. "The Project Site," where applicable, means the place or places named in SCC. k. "Day" means calendar day.
2. Application	2.1	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>

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"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and / or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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 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.
	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"> 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

		<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	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>a. if the Supplier fails to deliver any or all of the Goods 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	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.
25. Force Majeure	25.1	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.
	25.2	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 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> <ol style="list-style-type: none"> To have any portion completed and delivered at the Contract terms and prices; and/or 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.
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**

BID SOLICITATION DOCUMENTS

**FOR
PIC-053**

**“RATE CONTRACTING /FRAMEWORK
OF CARDIAC SURGERY DISPOSABLES”
LOT # 1**

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.

Table of Contents - Part Two	
Notes on Invitation for Bids	39
Section I. Invitation for Bids	40
Section II. Bid Data Sheet	41-44
Section III. Special Conditions of Contract	45
Table of clauses	46-47
Section IV. Schedule of Requirements	52-53
Item List for LOT # 1	54-56
Section V. Technical Specifications	57-58
EVALUATION CRITERIA	59
Section VI. Sample Forms	60
1. Bid form and Price Schedules	60-61
2. Bid Security Form	62
3. Contract Form	63-69
4. Performance Security Form	70
5. Bank Guarantee for Advance Payment	71
7. Integrity Pact	72
8. Redressing of Grievances	73

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
For the year (2022-2023)

REF No. PIC-53

1. Peshawar Institute of Cardiology, Medical Teaching Institute (PIC-MTI) is the project of the Khyber Pakhtunkhwa (KP) Health Department to improve cardiac facilities in the public sector in the areas of research and treatment.
2. Peshawar Institute of Cardiology (PIC-MTI) invites sealed Bids from Manufacturer / Authorized distributes as mentioned in BSD registered with Income Tax and reflected on Active Tax Payer list of FBR for the Below mentioned Item.

S. No	Name of Item	Bid Security	Tender Process	Contract Type
1.	Surgical Suture	500,000	Single Stage Two Envelope	Frame Work Agreement
2.	Cardiology Disposables	1,000,000		
3.	Cardiac Surgery Disposables LOT # 1	1,000,000		
4.	Cardiac Surgery Disposables LOT # 2	500,000	Single Stage Single Envelope	
5.	Pathology Items	200,000		

3. Only typed bids on original letter pad, sealed & signed shall be submitted, hand written tender shall not be acceptable. The tenders must be according to hospital specification; alternate rates will not be acceptable.
4. Income Tax, Sales Tax, stamp duty, KPRA and Professional Tax or any other Government tax will be charged as per rules.
5. Detailed of items, specification, submission, Opening and method of evaluation is provided in bidding documents. Bid Security/earnest money is required to be submitted in favor of Hospital Director Peshawar Institute of Cardiology as mentioned above. The bid Security should be in the shape of Call deposit / Bank guaranty. (Pay order (PO) will not be acceptable.)
6. A complete set of Standard Bidding Document may be downloaded by interested Bidder from websites of Peshawar Institute of Cardiology (PIC-MTI) (<http://pic.edu.pk>) after publication in newspaper.
7. Procurements will be carried out as per Act and Rules of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA).
8. A Pre-Bid Meeting will be held on **2 June, 2022 at 10:00 AM (PST)** at the office of the Material Management Department of Peshawar Institute of Cardiology (PIC-MTI) Prospective Bidder are encouraged to attend the meeting.
9. Bids are to be delivered to the office of the Manager Material Management Department of Peshawar Institute of Cardiology (PIC-MTI) on or before **June 16, 2022 at 11:00 AM (PST)**.
10. Bids shall be opened on the **same day at 11:30 AM (PST)** in the presence of bidders who choose to attend.
11. The advertisement is also available both on the websites of Peshawar Institute of Cardiology (PIC-MTI) (<http://pic.edu.pk>) and KPPRA (<http://kppra.gov.pk>).
12. Peshawar Institute of Cardiology (PIC-MTI) reserves the right to cancel any or all bids by assigning cogent reason under Rule 47 Khyber Pakhtunkhwa public procurement Regulatory Authority.

Hospital Director
Peshawar Institute of Cardiology (PIC-MTI)
5-A, Sector B-3, Phase-V, Hayatabad, Peshawar,
Ph: +92 91 9219645

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.	“Rate Contracting /Framework Of Cardiac Surgery Disposables”
ITB 1.1	Name of Contract.	“Rate Contracting /Framework Of Cardiac Surgery Disposables” (PIC-053/2022-2023)
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 Email: murtaza.ahmad@pic.edu.pk Phone # (091) 9219641
ITB 8.1	Language of the bid.	English
BID PRICE AND CURRENCY		
ITB 11.2	The price quoted shall be	FOR (Included all applicable taxes.)
ITB 11.4	The Price shall be fixed	The price shall be fixed and valid till 30th June 2023 and may be extended with mutual consensus.
PREPARATION AND SUBMISSION OF BIDS		
ITB 13.3 (d)	Qualification requirements.	<ul style="list-style-type: none"> ○ Manufacturer/s of Cardiology & Cardio Vascular 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

		<ul style="list-style-type: none"> ○ Importer/s of Cardiac Surgery Disposables & 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
ITB 14.3 (b)	Spare parts required for years of operation.	<ul style="list-style-type: none"> • Not Applicable
ITB 15.1	Amount of bid security.	<p>Rs. 1,000,000/- to be submitted in favor of Hospital Director Peshawar Institute of Cardiology (PIC-MTI)</p> <p>Note: 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>
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>“Rate Contracting /Framework Of Cardiac Surgery Disposables” PIC-053/ (2022-2023)</p>
ITB 19.1	Deadline for bid submission.	<p>11:00 AM (PST) Sharp. 16 June 2022</p>
ITB 19.3	Pre-Bid meeting with the bidders	<p>02nd June 2022 At 11:00AM (PST) in Material Management Department Peshawar Institute of Cardiology .</p>
ITB 22.1	Time, date, and place for bid opening.	<p>11:30 AM (PST) Sharp. 16 Jun 2022 Material Management Department Peshawar Institute of Cardiology</p>

BID EVALUATION

ITB 23.1	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.
ITB 25.3	Criteria for bid evaluation.	Merit Point Evaluation The items ranked highest in merit points (obtained through and based on technical and financial evaluation) will get unit rate central Contract.
ITB 25.4 (a) ITB 25.4 (b)	One option only. Delivery schedule. Relevant parameters in accordance with option selected:	Not Applicable
Option (i) Option (ii) Option (iii)	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
ITB 25.4 (c) (ii)	Deviation in payment schedule. Annual interest rate.	Not Applicable
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.	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.
----------	-----------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

1.	DEFINITIONS (GCC CLAUSE 1)	47
2.	COUNTRY OF ORIGIN (GCC CLAUSE 3)	47
3.	PERFORMANCE SECURITY (GCC CLAUSE 7)	47
4.	INSPECTIONS AND TESTS (GCC CLAUSE 8)	48
5.	PACKING (GCC CLAUSE 9)	48
6.	DELIVERY AND DOCUMENTS (GCC CLAUSE 10)	49
7.	SPARE PARTS (GCC CLAUSE 14)	49
8.	WARRANTY (GCC CLAUSE 15)	49
9.	PAYMENT (GCC CLAUSE 16)	49-50
10.	PRICES (GCC CLAUSE 17)	50
11.	LIQUIDATED DAMAGES (GCC CLAUSE 23)	50
12.	RESOLUTION OF DISPUTES (GCC CLAUSE 28)	50
13.	GOVERNING LANGUAGE (GCC CLAUSE 29)	50
14.	APPLICABLE LAW (GCC CLAUSE 30)	51
15.	NOTICES (GCC CLAUSE 31)	51
16.	DUTIES & TAXES	51
17.	PRICE SCHEDULE IN PAK. RUPEES- FORM THE BIDDER MUST PROVIDE THE PRICE ON THE GIVEN FORMAT	61

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	The Procuring agency is: Peshawar Institute of Cardiology Medical Teaching Institution Peshawar
	1.2	The Procuring agency's country is: Pakistan
	1.3	The Supplier is: Manufacturer/s 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 Importer/s 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 i.
	1.4	The Project Site is: Peshawar Institute of Cardiology
3. COUNTRY OF ORIGIN	3.1	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.
4. PERFORMANCE SECURITY	4.1	The amount of performance security, as a percentage of the Contract Price, shall Not be Required . 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
5. INSPECTIONS AND TESTS	5.1	<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 & 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>
6. PACKING	6.1	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)

7. DELIVERY AND DOCUMENTS	7.1	Applicable Delivery Mode: Delivered Duty Paid (DDP) as per contract agreement of the Successful with the Procuring Agency
8. WARRANTY	8.1	The Supplier shall provide warranty as per the terms and conditions of the Rate Contract Agreement with Procuring Agency
	8.2	<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"> 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 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.
	8.3	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.
	8.4	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. .
9. PAYMENT	9.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <ol style="list-style-type: none"> 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

		<p>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>
10. PRICES	10.1	<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>
11. LIQUIDATED DAMAGES	11.1	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.
12. RESOLUTION OF DISPUTES	12.1 12.2	<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 in its financial 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.</p>
13. GOVERNING LANGUAGE	13.1	English

14. APPLICABLE LAW	14.1	<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 viii. DRAP Act 2012
15. NOTICES	15.1	<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: gazi.saad@pic.edu.pk</p> <p>Supplier's address for notice purposes: As mentioned in their bidding document</p>
16. Duties & Taxes	16.1	<p>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.</p>

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/KPRA 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 FOR prices.

16. Delivery of Items & Penalty.

1. The schedule for supply of goods shall be as under:
 - i. Within 30 days from the date of issuance of supply order by the Purchasing Agency for items to be locally available
 - ii. Within 90 days from the date of issuance of supply order by the Purchasing Agency for items to be imported. (BL bill of lading should be attached)
2. The Penalty on late supply of goods shall be charged as under
 - i. Penalty @ 2% for late supply up to 15 days from the date for Purchase order.
 - ii. Penalty @ 5% for late supply up to 30 days from the date for Purchase order.
 - iii. Penalty @ 10% for late supply beyond 30 days from the date for Purchase order.
 - iv. The bid security will be forfeited if the firm fails to supply the goods within 150 days after issuance of purchase order.

CARDIAC SURGERY DISPOSABLES			
Tender item list for the Financial Year 2022-2023			
Single Stage Two Envelope LOT # 1			
Sr.No	HOSPITAL SPECIFICATION	Description	Unit Price
1.	FDA Approved Mechanical Heart Valve Latest Generation (Aortic/ Mitral)	All Sizes	
2.	FDA Approved Supra Annular Mechanical Heart Valve (Aortic)	All Sizes	
3.	FDA Approved Tissue Heart Valve (Aortic/ Mitral)	All Sizes	
4.	Bovine Pericardium Aortic Tissue Heart Valve.	All Sizes	
5.	Mechanical Conduit with Valve Aortic	All Sizes	
6.	Contegra conduit	All Sizes	
7.	Adult Oxygenator with Arterial filter and tubing containing 03 suction ¼, tubing's yanker, Tubing Organizer.	All Sizes	
8.	Small Adult Oxygenator with Arterial filter and tubing containing 03 suction, tubing's yanker, Tubing Organizer.	All Sizes	
9.	Peds Oxygenator with complete Tubing 03 Suction Ports, yanker and tubing organizer.	All Sizes	
10.	Infant/Neonate Oxygenator with complete Tubing 03 Suction Ports, yanker and tubing organizer.	All Sizes	
11.	Aortic Cannula Straight Tip Vented connector Adult	All Sizes	
12.	Aortic Cannula Straight Tip Vented connector Peds	All Sizes	
13.	Aortic Cannula Curve Tip Vented connector Adult	All Sizes	
14.	Aortic Cannula Curve Tip Vented connector Peds	All Sizes	
15.	Aortic Root Cannula with Vent Line Adult	All Sizes	
16.	Aortic Root Cannula Peds	All Sizes	
17.	Single Stage Venous Cannula Straight Adult	All Sizes	
18.	Single Stage Venous Cannula Straight Peds	All Sizes	
19.	Single Stage Venous Cannula Metal Tip Curve Adult	All Sizes	
20.	Single Stage Venous Cannula Metal Tip Curve Peds	All Sizes	
21.	Single Stage Venous Cannula Plastic Tip Curve Adult	All Sizes	
22.	Single Stage Venous Cannula Plastic Tip Curve Peds	All Sizes	
23.	Venous Dual Stage Cannula	All Sizes	
24.	LV Vent (Peds)	All Sizes	
25.	LV Vent (Adult)	All Sizes	
26.	Retrograde Cannula Auto Inflate	All Sizes	
27.	Ostial Cannula	All Sizes	
28.	Aortic Punch	All Sizes	
29.	Cardiac Sumps	All Sizes	

30.	Octopus	All Sizes	
31.	Starfish / Urchin	All Sizes	
32.	Sterilized Surgical gauze	All Sizes	
33.	Surgical gauze BPC cloth, specification according to gov. Notification number f.6-6/2005/reg/ii (south) 100cmx30m. (30 meter pack)	All Sizes	
34.	Dialyzer Peads and Adults	All sizes	
35.	Femoral Cannula with insertion kit Arterial and Venous Adult	All Sizes	
36.	Femoral Cannula Arterial and Venous Peads	All Sizes	
37.	Vessel Cannula	All Sizes	
38.	Coronary Artery Retractor	All Sizes	
39.	Hemofilter Adult & Peads	All Sizes	
40.	ACT Tube (Winner should install new ACT Machines as per Hospital Requirement)	All Sizes	
41.	Coronary Shunt	All Sizes	
42.	Intra-Aortic Balloon Catheter	All Sizes	
43.	Annuloplasty Repair Ring Flexible (Tricuspid)	All Sizes	
44.	Annuloplasty Repair Ring Flexible (Mitral)	All Sizes	
45.	Annuloplasty Mitral Repair Ring Semi-Rigid Physiologic Motion and remodeling	All Sizes	
46.	PPM VVIR with Epicardial Lead	All Sizes	
47.	Annuloplasty Mitral Repair Ring 3D Shape Rigid	All Sizes	
48.	Annuloplasty Tricuspid Repair Ring Rigid 3D Remodeling	All Sizes	
49.	High flow wirewound Arterial Cannula Vented with introducer and adjustable suture ring Adult	All Sizes	
50.	High flow wirewound Arterial Cannula Vented with introducer and introducer Peads	All Sizes	
51.	Surgical Ablation Pen Unipolar	All Sizes	
52.	Surgical Ablation Clamp Bipolar	All Sizes	
53.	Arterial Line with Guide Wire Radial	All Sizes	
54.	Arterial Line with Guide Wire Femoral	All Sizes	
55.	Chest Bottle III Chamber Tube	All Sizes	
56.	Dacron Patch size	All Sizes	
57.	Teflon Patch	All Sizes	
58.	Bovine Pericardial Patch	All Sizes	
59.	Plagets	All Sizes	
60.	Level sensor Pads	All Sizes	
61.	Heat Exchanger Cardioplegia delivery System 4.1 with tubing	All Sizes	
62.	Liga Clips	All Sizes	

63.	Antimicrobial incise drape, impregnated antimicrobial adhesive latex free, radiation sterilized.	All Sizes	
64.	Bio Glue	All Sizes	
65.	Cardiac sponges	All Sizes	
66.	Nylon tape 3mm x 4cm	All Sizes	
67.	Dacron patch sheet	All Sizes	
68.	Dacron Felt sheet	All Sizes	
69.	Double lumen tubes all sizes ((left sides disposables)	All Sizes	
70.	N-propanol + isopropanol + quaternary ammonium derivatives (antiseptic solution / Hand sanitizer) 500 ml	All Sizes	
71.	Pledget 4.5mm x 6mm	All Sizes	
72.	PTFE felt sheet	All Sizes	
73.	PTFE firm pledget (7mm x 3mm x 1.5mm) Soft	All Sizes	
74.	Spike with filter	All Sizes	
75.	Surgical absorbable hemostat 5.1 x 10.2cm	All Sizes	
76.	Surgical, absorbable hemostat, sterile, (7.6x10.2cm)	All Sizes	
77.	Vascular Graft (different sizes)	All Sizes	
78.	Kaoline Based Hemostatic Dressing	All Sizes	
79.	Cardioplegia Connector / Perfusion Adopter		
80.	IABP Transducer Kit (intra-aortic balloon)		
81.	Disposable kit for Cell Saver Machine (Medtronic)		
82.	EOPA Arterial Cannula for Adults and Peds	All sizes	
83.	Vessel Loops (Different Color)	All sizes	
84.	Single Valve for Thoracic Drainage	All sizes	
85.	PTFE membrane	All sizes	
86.	Cardiovascular Pack with Antimicrobial Incise Drape, Ideal for Open Heart Surgical Procedures,	All sizes	
87.	bovine pericardium		
88.	Hemostatic gel	All Sizes	
89.	Hemostatic Powder	All Sizes	
90.	CVP line (Quad lumen) with seldinger wire length 15cm	All Sizes	
91.	CVP Line tripple Lumen	All Sizes	

NOTE: Sample will be called at the time of selection (if required)

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 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 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)

Scoring Formula: for Single Stage Two Envelope LOT # 1

Financial Score: (Lowest Offer / Quoted Price*30)

Highest Fair Ranking Bid (HFRB) = Financial Score + Technical Score

	EVALUATION CRITERIA	
S. NO	PARAMETERS	MARKS
A.	Valid Manufacturer Authorization Certificate	Mandatory
B.	NTN Certificate	Mandatory
C.	Sales Tax Registration	Mandatory
D.	Integrity Pact (Form available on page 66)	Mandatory
E.	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
F.	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
1.	Valid Certificate of US Food & Drug Administration (US FDA) of quoted item/s	10
2.	Valid Certificate of CE marking of quoted item/s	5
3.	Valid certificate of ISO-9001/ 2015 of the Manufacturer.	5
4.	Valid certificate of ISO-13485	5
5.	Free Sale Certificate of the quoted item/s in the country of origin duly attested by the embassy/high commission/consulate	5
6.	Valid Drug License issued by DRAP for manufacturers/ importers.	5
7.	Valid Drug Registration Certificate issued by DRAP (For Quoted Item)	5
8.	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
9.	Experience of bidder in relevant field (Purchase orders should be attached) Each carry 1 marks	10
10.	Sample (Excellent) 15 Marks	15
	Sample (Good) 10 Marks	
	Sample (Average) 5 Marks	
	Total Marks	70
	Passing Marks	49
	FINANCIAL EVALUATION	
1	Quoted unit Price	30

Sample Forms

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_____

Sr.No	Item Name	Description and Brand	Country of Origin	Pack Size	UOM	Unit Price

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

AGREEMENT DEED

FOR PROCUREMENT GOODS THROUGH FRAME WORK AGREEMENT FOR RATE CONTRACTING

THIS AGREEMENT DEED is made on this day of *(Insert Current Date & Month)* in the year 2022 and made effective with effect from *(Purchase Committee Date & Month)* in the year 2022 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 *[insert the Name of the Firm]*

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

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

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.

WHEREAS the Second Party has agreed to supply **Cardiac Surgery Disposables PIC -053 LOT # 1** (hereinafter referred as 'Goods') out of the fresh stock to the First Party on the following terms and conditions:

DEFINITIONS:

- a. '**Consideration**' means the price payable to the Second Party by the First Party under this Agreement Deed for the full and proper performance of its contractual obligations.
- b. '**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 supply the ordered goods to the First Party exactly at the address of the official premises as given in the supply order issued to the former.
2. The Second Party shall be solely responsible for transportation, loading and / or unloading and staking of the supplied items till and at the time of delivery to the destination indicated by the First Party including any damage or untoward incidence, maintenance of required temperature and protection from light and other environmental conditions as well as other hazards that may possibly or potentially affect the safety, quality and efficacy of the supplied items.
3. The Supplier shall NOT claim or charge transportation, loading / unloading, labor or any other charges related to or in the name of logistics, accidents, insurance, freight, etc.
4. All the goods supplied shall conform to the specifications approved by the Drug Regulatory Authority of Pakistan (hereinafter referred to as the DRAP).

5. First Party shall arrange to obtain randomized sample/s of each item of the supplied goods belonging to the categories of medical devices, surgical disposables and non-drug items through notified Drug Inspector/s concerned for sending the same to the concerned Drug Testing Laboratory for Test / Analysis as provided in the Drugs Act 1976, DRAP Act 2012 and rules frame thereunder, subject to the condition/s that:
 - a. The supplied medical devices, surgical disposables, etc. declared in contravention to any provision of the Drugs Act 1976, DRAP Act 2012 and rules framed there under, shall be replaced by Second Party at no cost to the First Party, and at the sole risk and cost of the supplier, within 07 days from the date of intimation to the Second Party and / or his focal person. First Party shall arrange to obtain sample/s of the replaced goods as in clause-5 above, for the purpose of Test / Analysis as provided in the Drugs Act 1976, DRAP Act 2012 and rules frame thereunder; and
 - b. In case of non-supply or delayed supply of replacement items as in clause 5 (a), the Supplier shall be liable for penalties as in clause 15 of this contract agreement; and
 - c. All the contravened stock of medical devices, surgical disposables and non-drug items, as in clause 5(a) above, shall be the case property under the Drugs Act, 1976, and
 - d. The supplier shall be responsible to make / provide arrangements for appropriate storage of seized stock at his sole risk, cost and responsibility, but under the legal supervision of concerned Drug Inspector; and
 - e. In case the destruction of the seized stock, as in clause 5 (a), (c) and (d) above, is required to be undertaken under the applicable laws and rules, all the costs involved in the execution of decision and destruction, whatsoever, shall be borne by the supplier; and
 - f. any of the item/s, as in clause-5 above, if initially declared to be in contravention with the provision/s of Drugs Act 1976, but later on declared as of standard quality by the concerned Appellate Drugs Testing Laboratory, shall be returned to the supplier by the concerned Drug Inspector in a lawful manner.
6. Second Party shall supply the freshly manufactured goods having maximum possible long expiry dates to the First Party. All the goods supplied shall conform to specifications mentioned in Purchase orders, and to supply freshly manufactured goods to the First Party with the minimum remaining shelf life of at least 70%. In case, if the shelf life was less than 70%, then in case of no consumption, the goods shall be returned to the Second Party for replacement at the risk and cost of supplier. The company will be bound to replace the short expiry items whereby intimation would be given to the manufacturer or importer or their designated focal person as the case may be. Intimation may be done six months before the expiry of the respective item (s).
7. First Party shall recommend to the First Party for taking legal / lawful action against the Second Party regarding non-supply, short supply, substituted supply, delayed supply or any other unlawful action / shortcoming, on the part of Second party, pertaining to the Drugs Act 1976 and / or the execution of this contract agreement. The First Party shall take lawful / legal action against the Second Party in accordance with the clauses of this contract agreement as well as relevant laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern suchlike situation/s,

which may include, but not limited to, blacklisting, forfeiture of earnest money and performance guarantee, etc.

8. The Second Party agrees to the following conditions related to packing, packaging and labeling of the goods to be supplied to First Party under this contract agreement:
 - a. Each item shall be supplied to First Party in the packing and packaging unit as approved and registered by the DRAP. The Second Party shall supply all the unit items bearing the words "PROPERTY OF PIC-MTI, NOT FOR SALE" in block letters and clearly visible manner with indelible ink on the label, outer packing of each individual unit item as well as on its outer carton/s.
 - b. The labels shall comply with all the requirements as laid down under the Drugs Labeling and Packing Rules 1986. The strip / blister shall clearly indicate expiry date of the same medicine in a clear and legible manner.
 - c. The goods shall be packed and transported to the First Party in accordance with the provisions contained in the Standard Bidding Documents.
9. The Procuring entity / purchasing entity or its representative shall have the right to inspect the manufacturing facility, premises, warehouse, Godowns, laboratories etc. at any time during the financial year 2020-21 and/or till the execution of supply orders given under this contract agreement by Purchasing Agencies Khyber Pakhtunkhwa. If anything found in contravention of cGMP, clauses of Drug Act 1976 and/or this Contract Agreement the First Party shall have the sole liberty to take any lawful action as deem appropriate, against the supplier which may include but not limited to cancellation of supply order/ orders given to the suppliers by the Purchasing Agencies as well as imposition of penalties, forfeiture of supplied stock, forfeiture of performance guarantee and /or earnest money as the case may be, stoppage and/or recovery of payment made to the supplier.
10. RATE VALIDITY:

The Supplier agrees that the approved price of all individual items quoted in the financial bids shall remain valid till and up to 30 June 2023.
11. The amount of performance security, as a percentage of the Contract Price, shall Not Be Required. However, the bid security of Rs. **1,000,000/-** received at the time of bids submission shall be retained by Peshawar Institute of Cardiology as Performance Security till the end of contract period and will be released back to successful bidders after the expiry of contract period, subject to the condition that all contractual obligations related to supplies are fulfilled.
12. WARRANTY:
 - a. For Drugs items the supplier shall provide warranty on prescribed form (2A), in accordance with the Drugs Act, 1976, to the Procuring / purchasing entity for each item supplied in response to supply orders.
 - b. For Non-Drugs Items the supplier shall provide warranty to the First Party in accordance with Special Conditions of Contract as provided in

the approved Standard Bidding Documents for this bidding competition, for each item supplied in response to supply orders.

13. PAYMENT SCHEDULE:

- a. Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the Second Party to the First Party immediately after complete supply of stock. The Second Party shall be bound to pay all sorts of government taxes, duties and stamp duties, imposed earlier or during the financial year by the Government of Pakistan or by the Provincial Government of Khyber Pakhtunkhwa on any supplied / purchased item.
- b. In case of consignment base order, payment will be made on the basis of actual consumption after fulfilling the codal formalities.

14. FORCE MAJEURE:

- a. In case of the situation related to Force Majeure, the Second Party may inform the Second Party in writing about the situation immediately without delay along with solid proof through the fastest, lawful and available means of communication, but not through the electronic mail, and request the First Party for the grant of extension in the supply period.
- b. First Party in case of being fully satisfied with the genuineness of situation arising from Force Majeure for the Second Party, may extend the period of supply of goods up to a maximum of not more than thirty days.

15. PENALTIES:

- a. The supply of the ordered goods under this agreement shall be completed by the Second Party within thirty (30) days for Local Items from the issuance of supply order & (90) days for Imported items the date of issuance of supply order by the Purchasing Agency for items to be imported. (BL bill of lading should be attached) after the receipt of supply orders from the First Party except in situation/s covered under clause 14 above. In case of delay in supplies reaching to the First Party, the following penalties shall be imposed by the First Party entity upon the Second Party:
 - i. Upon delay in supply till fifteen days (15) days, a lump sum penalty amounting to two per cent (02%) of the total amount of the supply order for total number of items ordered in the same supply order issued to the Second Party, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the First Party irrespective of the number of items supplied late.
 - ii. Upon delay in supply till thirty (30) days, instead of two per cent (02%) as in clause 15(a)(i) above, a lump sum total penalty amounting to Five per cent (05%) of the total amount of the supply order for total number of items ordered in the same supply order issued to the Second Party, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the First Party, irrespective of the number of items supplied late.
 - iii. Upon delay in supply from sixty to one hundred & fifty (60 to 150) days, a lump sum total penalty amounting to Five per cent (10%) of the total amount of the supply order for total number of items ordered in the same

supply order issued to the Second Party, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the First Party, irrespective of the number of items supplied late.

- iv. After the expiry of the extended periods as in clause 15(a) (i), (ii) & (iii) above, the order shall stand cancelled to the extent of non-supplied items, and First Party shall have the right, duty and authority to impose any or all of the below mentioned penalties; that is
 - 1. Immediately debarring the Supplier from future participation and business for at least next three (03) calendar years with the Government of Khyber Pakhtunkhwa through PIC-MTI or any other health institution, project and / or Program directly or indirectly run or implemented by or through the provincial Health Department or autonomous Medical Teaching Institutions or district governments in Khyber Pakhtunkhwa; and / or
 - 2. Forfeiting the earnest money and performance guarantee of the Second Party related to this contract agreement; and / or
 - 3. Initiating the process for and recommending for blacklisting of the Second Party with the Agencies as in clause 15(a)(iv)(1) above; and
 - 4. Proceeding for de-registration of item and / or the winning bidder by the DRAP as well as further judicial proceedings, if the situation so warrants in the opinion of First Party.
 - b. The Second Party agrees to the effect that notwithstanding the provisions in this contract elsewhere and / or in the clause-15 (iii) (1) of this contract agreement and in addition to the provisions contained in and the implications arising thereof from any action taken under clause-15 (iii) (1), he/she shall be liable to be proceeded against under clause-15(a)(iii) also.
 - c. In case, if the Second Party failed to supply the goods within 60 days, the hospital will arrange the supply of requisite from alternate suppliers at the risk and loss of the Second Party.
16. 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.
17. In the event of any difference or dispute arising between the Parties or their representative agents regarding rights and liabilities of the parties or any other matter relating to this Agreement Deed may be referred to the Board of Governors of the First Party and their decision will be final in all aspects and the Second Party warrants to abide by the decision of the Board of Governors of the First Party and will be bound by the decisions.

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

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

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:
Signature:[Seal]

Name of Seller/Supplier:
Signature:{Seal}

7. REDRESSING OF GRIEVANCES

- a. The purchaser shall constitute a committee comprising of disagreed & notified by the competent authority proper powers and authorizations to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- b. Any bidder feeling aggrieved by any act of the purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than 03 days after the announcement of the bid evaluation report.
- c. The grievance redressed Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint. The report along with decision shall be forwarded to the purchaser officer within the prescribed period.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- e. Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance.

Siraj Khan | Purchase Officer
PIC-MTI Peshawar

AM Purchase
PIC-MTI Peshawar

Manager Material Management
PIC-MTI Peshawar

Manager OT
PIC-MTI Peshawar

Bio-Medical Engineer
PIC-MTI Peshawar

HOD Cardiac Surgery
PIC-MTI Peshawar

Director Finance
PIC- MTI Peshawar

Hospital Director
PIC- MTI Peshawar