



**PESHAWAR INSTITUTE OF CARDIOLOGY
MEDICAL TEACHING INSTITUTION**

STANDARD BIDDING DOCUMENTS

FOR

**“Laboratory Equipment’s Reagent Rental
for the Year 2020-21”**

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

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

Preface

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

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

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

- a. Specific details, such as the “name of the Procuring agency” and “address for bid submission,” should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- b. Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.
- c. Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Procuring agency should strictly follow. The final document should contain no footnotes.

- d. The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 25.3 and 25.4, respectively) should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.
- e. Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Procuring agency for each procurement.
- f. The forms provided in Section VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

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

The Invitation for Bids (IFB) has been issued as an advertisement in leading newspapers of general circulation in the Province of Khyber Pakhtunkhwa as well as on the web site of the Peshawar Institute of Cardiology (www.pic.edu.pk) 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

LABORATORY EQUIPMENT'S REAGENT RENTAL FOR THE YEAR 2020-21 (REF NO PIC-014)

1. Peshawar Institute Cardiology– MTI invites sealed bids under National Competitive Bidding from Manufacturers & Importers of Laboratory for the financial year 2020-21
2. Bidding shall be conducted through Single Stage –Two Envelopes Bidding Procedure comprising a single package containing two envelopes as per KPPRA Rules-2014. Each envelope shall contain separately Technical and financial bid clearly marked in bold & legible letters.
3. Financial bid must be accompanied with irrevocable (300,000) Bid Security of the total Bid value in the name of the HOSPITAL DIRECTOR PESHAWAR INSTITUTE OF CARDIOLOGY. The Bid security shall be from bank account of the bidder. Ordinary cheque and Payment Order (PO) in the form of bid security will result in bid rejection summarily
4. Interested Bidders must submit sealed bids to office of the Hospital Director Peshawar Institute of Cardiology **11:00 AM, 03/11/2020**, which will be opened on the same day at **11:30 AM** in the presence of those bidders or their representatives, who choose to attend the process. Bid submitted after 11:00 AM shall not be entertained.
5. Technical bid must be accompanied an Affidavit on Judicial Stamp paper to the effect that bid security as per Bid Data Sheet is attached in the financial bid, failing which the technical bid will be considered as non-responsive.
6. The Procurement Committee itself or through any other committee or expert/s as the case may be, will evaluate the technical proposal in the manner prescribed, without reference to the Financial Bid and shall reject any proposal which does not conform to the specified requirements as detailed in the SBD.
7. Interested bidders can obtain the Standard Bidding Documents from the Procurement & Material Management Department of Peshawar Institute of Cardiology or electronically download the same from the official website of Peshawar Institute of Cardiology www.pic.edu.pk
8. The competent Authority has the right to reject all bids under Rule 47 of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules 2014.
9. Pre-bid meeting with the interested bidders will be held on 21 Oct 2020 at 10:00 am in the Conference Room of this Institute. All reservations in SBDs shall be submitted in writing in the pre-bid meeting by authorized person/representative of the firm.
10. The Hospital have rights to increase or decrease in quantity.
11. The purchase committee has the right to accept or reject the tender partially or totally and at any stage, after communicating the reason for rejection.

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.	Laboratory Equipment's Reagent Rental for the year 2020-21
ITB 1.1	Name of Contract.	(PIC-014/2020-21
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
ITB 8.1	Language of the bid.	English
BID PRICE AND CURRENCY		
ITB 11.2	The price quoted shall be	PKR
ITB 11.4	The Price shall be fixed	Rates will be valid for three years
PREPARATION AND SUBMISSION OF BIDS		
ITB 13.3 (d)	Qualification requirements.	Manufacturer/Importer
ITB 14.3 (b)	Spare parts required for years of operation.	<ul style="list-style-type: none"> • Five Years free of cost provision of services and spare parts under warranty period. • Ten Years parts availability in market and will provide certificate for the same.
ITB 15.1	Amount of bid security.	Bid security shall be 300000 Note: 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 will result in bid rejection summarily.
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.	Hospital Director Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan
ITB 18.2 (b)	IFB title and number.	Laboratory Equipment's Reagent Rental for the year 2020-21 (PIC-014/2020-21
ITB 19.1	Deadline for bid submission.	11:00 AM Sharp. November, 03, 2020.
ITB 19.3	Pre-Bid meeting with the bidders	21 st Oct 2020 At 10:00 am in Peshawar Institute of Cardiology Committee Room
ITB 22.1	Time, date, and place for bid opening.	11:30 AM November, 03, 2020. Peshawar Institute of Cardiology Committee Room
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	Not Applicable

	the currency of bid evaluation,	
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.	Number of items can be increased and Decreased as per requirement of the PE within permissible limits under the rules.

Section III. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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SPECIAL CONDITIONS OF CONTRACT

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

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

GCC Ref No		
1. DEFINITIONS	1.1 g	The Procuring agency is: Peshawar Institute of Cardiology Medical Teaching Institution Peshawar
	1.1 h	The Procuring agency's country is: Pakistan
	1.1 i	The Supplier is: <ul style="list-style-type: none"> i. Manufacturer and/or Importer registered with relevant sales and income tax authorities and have requisite qualification and eligibility for supply of Goods in the specialized categories of health sector; and ii. Manufacture of Medical Equipment/ Machinery, Instruments & Medical Devices in Pakistan; and iii. Importer of Medical Equipment/ Machinery, Instruments & Medical Devices in Pakistan.
	1.1 j	The Project Site is: Peshawar Institute of Cardiology
3. COUNTRY OF ORIGIN		All countries and territories as indicated in Part Two Section.VI of the bidding documents Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement. The bidder will provide the details regarding country of origin, Model, Make, manufacturer, along with details of Manufacturing Units and mode of supply, shipment, and any other associated details of the component items and that of the quoted equipment. Bidders are bound to supply the equipment from quoted country of origin only.
7. PERFORMANCE SECURITY	7.1	<p>The amount of performance security, as a percentage of the Contract Price, shall be 10% i.e. of the total value of each individual supply order placed to the successful bidder.</p> <p>However, the Standard bid security @ 2 percent of the bid value as elaborated in Section-IV, Statement of Requirement, of this document, from the successful bidders as received at the time of bids submission under GCC Clause 15 shall be retained by the Procurement Cell as Bid Security and will be released back to successful bidders after receipt of 10% performance security on each individual supply order placed by the respective procuring entity and will be retained by procuring entity till completion of warranty period.</p>

8. INSPECTIONS AND TESTS	8.6	<ul style="list-style-type: none"> i. The Technical Evaluation shall be conducted by the Technical and Evaluation (T&E) Committee to undertake verification of documents submitted by the bidder/s along with the technical bids as well as to conduct the physical inspection of the various samples/relevant premises as per rent agreement or ownership etc. (Section-V -Technical Specification of the Part II of these SBDs). ii. Sample tests as well as pre-shipment inspections will also be carried out as and when needed before signing of contract agreement with all the successful bidders for Machinery & Equipment, instruments etc.
9. PACKING		In accordance with the GCC Clause 9 as well as provided in the relevant clauses of contract agreement of Peshawar Institute of Cardiology with the Supplier/s (Section-VI of these SBDs)
10. DELIVERY AND DOCUMENTS		Applicable Delivery Mode: Delivered Duty Paid (DDP) as per contract agreement of the Successful with the Procuring Agency
15. WARRANTY	15.1	The Supplier shall provide warranty as per the terms and conditions of the Rate Contract Agreement with Procuring Agency
	15.2	<p>In partial modification of the provisions, the warranty period shall be as per contract terms and conditions. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <ul style="list-style-type: none"> a. Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or b. Pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be higher than the adjustment price used in bid evaluation.
	15.4	The period for correction of defects in the free warranty period is Five years after installation with free parts and free services, including all incidental charges
	15.5	
16. PAYMENT	16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

		<ul style="list-style-type: none"> i. GCC Clause 16 as well as under the terms and condition in Contract Agreement with the Procuring Agency, the goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after the goods having been delivered; hence insurance coverage is seller's responsibility, for which they may arrange appropriate coverage. Payment shall be made in Pak. Rupees in accordance with the relevant and applicable government rules and regulations 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 iii. Payment shall not be made for partial and incomplete supply of goods.
17. PRICES	17.1	<ul style="list-style-type: none"> 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. 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. 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.
23. LIQUIDATED DAMAGES		As in relevant clauses of the Contract Agreement signed by the Supplier with the Procuring Agency. Penalties shall be imposed as per contract agreement and blacklisting & debarment guidelines of the department if the firm deviates from Rate Contract Agreement.
28. RESOLUTION OF DISPUTES		<p>The dispute resolution mechanism to be applied will be pursuant to relevant clauses of Contract Agreement signed by Supplier with the Procuring Agency under KPPRA Regime. 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 technical bid and the same will be declared as highest fair bid (successful bidder).if technical and financial score are the same, the contract may be awarded to both firms.</p>

29. GOVERNING LANGUAGE	29.1	The Governing Language shall be: English
30. APPLICABLE LAW	30.1	<p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan, which includes the following legislation:</p> <ul style="list-style-type: none"> i. The KPPRA Act 2012 ii. The KPPRA Rules 2014 iii. The Contract Laws iv. The General Financial Rules of the Govt. of Khyber Pakhtunkhwa and all the v. Relevant laws, rules and regulations pertaining to budgeting & financial management of public fund vi. The Bonded Labor System (Abolition) Act of 1992 vii. The Factories Act 1934
31. NOTICES	31.1	<p>Procuring Agency address for notice purposes: Hospital Director Peshawar Institute of Cardiology, MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan. Email: Shafa.sawal@pic.edu.pk</p> <p>Supplier's address for notice purposes: As mentioned in their bidding document</p>
32. Duties & Taxes	32.1	The Unit price quoted by the bidder shall be: inclusive of all applicable duties and taxes. All prices shall include relevant taxes & duties, where applicable. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.

Section IV. Schedule of Requirements

1. As detailed elsewhere in this document, 300000 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. Manufacturers/ Importers/Authorized Dealers for procurement of quoted Equipment.
3. All certifications (i.e Manufacturer authorization, ISOs, CE MDD, USFDA, JIS/MLHW, DRAP) and data/ documents shall be valid. T&E committee will carry out the verifications before award of contract and in case of any fraudulent practice; legal action will be taken against the bidder concerned. Any certificate expires before bid opening will not be consider.
4. Non-Provision of mandatory documents mention in these SBDs shall lead to disqualification of the firm / quoted items.
5. Bid document and required documents must be submitted in Hard Tap binding, Bids in the Clip or box file will not be allowed
6. The order may increase / decrease as per requirement / decision of the procuring entity and in this connection no claim shall be entertained.
7. The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.
8. The Procuring Agency has the right to inspect the premises of bidder to inspect the setups ensuring proper after sales services, documents mentioned in technical bids and any other relevant details. Premises (office/workshop) of bidder shall be insured through ownership/or Rent agreement.
9. The Bid security shall be shall be from bank account of the bidder. Ordinary cheque and Payment Order (PO) in the form of bid security shall result in bid rejection.
10. The Unit price quoted by the bidder shall be **inclusive** of all applicable duties and taxes. All prices shall include relevant taxes & duties, where applicable. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
11. The bidder must be registered with Income / Sales Tax Department, reflected as Active Tax Payer on the list of FBR. NTN/KNTN and KP Professional tax
12. In case of the Importers/Authorized Dealers, the firm will ensure that the items are acquired from the original manufacturer and are procured through proper channel as advised by the original manufacturer.
13. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
14. Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPPRA Rules 2014

15. Different models/ prices offered for a single item by the same bidder shall be considered as alternate bid and shall be non-responsive.
16. All reservations in SBDs shall be submitted in writing in the pre-bid meeting by authorized person/representative of the firm.
17. The schedule for supply of goods shall be as under:
 - a. Within 90 days from the date of issuance of supply order by the Purchasing Agency for items to be imported.
 - b. Within 60 days from the date of issuance of supply order by the Purchasing Agency for items to be locally manufactured.
18. The Penalty on late supply of goods shall be charged as under
 - i. Penalty @ 2% for late supply up to 15 days.
 - ii. Penalty @ 5% for late supply beyond 15 days

List of Equipment

List of Equipment		
S#	Description	Qty
1	ESR (AUTOMATED ANALYZER)	1
2	AUTOMATED URINE ANALYZER/SEMI AUTOMATED URINE AANLYZER	1
3	ELECTROLYTES ANALYZER	1
4	"COVID 19 PCR TESTING END TO END"	1

Evaluation Criteria for Procurement of Medical Equipment

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

S #	Parameters	Sub-parameters	Marks
1	Legal Requirement		10
		Sales Tax Registration Certificate	Mandatory
		NTN Registration Certificate	Mandatory
		Manufacturer Authorization Certificate, or Partnership Deed with manufacturer	Mandatory
		Most recent Sales Tax Return from FBR	3
		Income Tax Returns of last three years	3
2	Product Sample		22
	Product that 100% comply with the advertised specifications will be considered for evaluation	Samples will be examined & accepted by the Technical & Evaluation Committee	
		satisfactory	22
		Unsatisfactory	0
3	Relevant Experience		10
	Bidder's Market experience in quoted items Institutions include Government departments and autonomous departments. Submit supply orders.	2 Institutes 3-4 Institutes 5-6 Institutes 7-8 Institutes Above 8 Institutes 1 Marks for each institute Max 10 Institutes	
	Performance certificates		4
	The certificate should be on institute letter head.	1 Marks for each institute	4
4	Financial Capabilities		10
	Turnover in Millions Audit Report Should be attached	i. 1-5 million	4
		ii. 6-10 million	7
		iii. 11-15 millions	10
5	Product Certification		9

	USFDA	US Food and Drug Administration (FDA) 510K	3
	CE(MDD)	European Community (CE) MDD	3
	JIS	Japan Industrial Standard (JIS)	3

6	Technical Staff		6
		Simple Technician	1
		Diploma Engineer	2
		Graduate Engineers.	3
7	Networking and Training		3
	Supplier's office for maintenance and 24/7 support	Availability of workshop in Peshawar to be verified with Ownership / Rent Agreement with Owner / Rent Agreement with Company Name.	2
		Availability of workshop at National level to be verified with Ownership / Rent Agreement with Owner/ Rent Agreement with Company Name.	1

Total Marks in Technical Criteria: **70**

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

Qualifying Marks: **49**

Financial Criteria (30 Marks):

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

Total Marks (Technical Criteria + Financial Criteria): 100

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

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

Technical Score: 70

Financial Score: 30

Sample Forms

1.	BID FORM AND PRICE SCHEDULES	89
2.	BID SECURITY FORM	91
3.	CONTRACT FORM	92
4.	PERFORMANCE SECURITY FORM	93
5.	BANK GUARANTEE FOR ADVANCE PAYMENT	94
6.	INTEGRITY PACT	95
7.	VIS-À-VIS FORM	96

1. Bid Form and Price Schedules

Date: _____

IFB No: _____

To:

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

Sir,

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

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

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

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

(if none, state "none")

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

Price Schedule in Pak. Rupees

Name of Bidder_____ IFB Number_____ Page of_____

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

Signature of Bidder _____

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

2. Bid Security Form

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

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

THE CONDITIONS of this obligation are:

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

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

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

[signature of the bank]

3. Contract Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring agency's Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

4. Performance Security Form

To: *[name of Procuring agency]*

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

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

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

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

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

5. Bank Guarantee for Advance Payment

To: *[name of Procuring agency]*

[name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

6. INTEGRITY PACT

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

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

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

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

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

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

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

Name of Buyer:

Name of Seller/Supplier:

Signature:[Seal]

Signature:{Seal}