# Government of Khyber Pakhtunkhwa

# Health Department

# REGIONAL BLOOD CENTRE, PESHAWAR

# KHYBER PAKHTUNKHWA

# Revised Standard Bidding Documents

## For National Competitive Bidding
## Pakistan

## For

**Procurement of Screening Kits, Consumables Items & Medical Devices for Regional Blood Centre (RBC), Hayatabad Peshawar**

**FOR TWO YEARS (2026-27 & 2027-28)**

**PART ONE (UNCHANGEABLE)**

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

# Preface

These Bidding Documents have been prepared for use by procuring agencies and their implementing agencies in the procurement of goods through National Competitive Bidding (NCBs) as well as International Competitive Bidding (ICBs) vide 41(g) KPP Rules 2014.

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which would remain the same for every procurement 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 is further organized into six sections. Sections I, II, III, IV ,and V, respectively contain Invitation for Bids; Bid Data Sheet; Special Conditions of Contract; Schedule of Requirements; Technical Specifications; and the forms to be used, while Section VI is about Sample Forms.

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

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# Part One - Section I.

# 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 procurement.

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

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

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# Instructions to Bidders

## A. Introduction

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| **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., 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 KPP Rules, 2014 and its Bidding Documents except as provided hereinafter. |
| | 2.2 | Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids. |
| | 2.3 | Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa. |
| | 2.4 | Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014. |
| **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. |

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| | 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:<br>a) Instructions to Bidders (ITB)<br>b) Bid Data Sheet<br>c) General Conditions of Contract (GCC)<br>d) Special Conditions of Contract (SCC)<br>e) Schedule of Requirements<br>f) Technical Specifications<br>g) Bid Form and Price Schedules<br>h) Bid Security Form<br>i) Contract Form<br>j) Performance Security Form<br>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 a 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, |

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| | | 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:<br>a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12<br>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;<br>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<br>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** | 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. |

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| **Eligibility and Qualification** | 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 | 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:<br><br>a) 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;<br><br>b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;<br><br>c) 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<br><br>d) 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 | 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:<br><br>a) a detailed description of the essential technical and performance characteristics of the goods;<br><br>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<br><br>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 |

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| | | 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. |
| | 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:<br>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<br>b) irrevocable encashable on-demand Bank call-deposit. |
| | 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 | The bid security may be forfeited:<br>a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or<br>b) in the case of a successful Bidder, if the Bidder fails:<br>i. to sign the contract in accordance with ITB Clause 32; or<br>ii. to furnish performance security in accordance with ITB Clause 33. |
| **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. |

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| **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:<br><br>a. be addressed to the Procuring agency at the address given in the Bid Data Sheet; and<br>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. |
| | 9.2 | 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** | 21.1 | The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution |

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| **of Bids** | | 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. |

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| | 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. Evaluation and Comparison of Bids** | 25.1 | The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24. |
| | 25.2 | The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid. |
| | 25.3 | The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:<br><br>a. incidental costs<br>b. delivery schedule offered in the bid;<br>c. deviations in payment schedule from that specified in the Special Conditions of Contract;<br>d. the cost of components, mandatory spare parts, and service;<br>e. the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid;<br>f. the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or<br>g. other specific criteria indicated in the Bid Data Sheet and/or<br>h. in the Technical Specifications. |
| | 25.4 | For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:<br><br>a. Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.<br>b. Delivery schedule.<br>i. The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery. |

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| | | or<br>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.<br>or<br>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.<br><br>c. Deviation in payment schedule:<br><br>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.<br><br>or<br>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.<br><br>d. Cost of spare parts.<br><br>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.<br>or<br>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.<br>or<br>iii. The Procuring agency will estimate the cost of spare |

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| | | 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.<br>e. Spare parts and after sales service facilities in the Procuring agency's country.<br><br>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.<br><br>f. Operating and maintenance costs.<br><br>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.<br><br>g. Performance and productivity of the equipment.<br><br>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 the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.<br>or<br>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.<br><br>h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.<br><br>The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications. |
| **Alternative** | 25.4 | 25.4 Merit Point System: |
| | | 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. |
| | | [In the Bid Data Sheet, choose from the range of] |
| | | Evaluated price of the goods — 60 to 90 |
| | | Cost of common list spare parts — 0 to 20 |

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| | | Technical features, and maintenance and operating costs | 0 to 20 |
| | | Availability of service and spare parts | 0 to 20 |
| | | Standardization | 0 to 20 |
| | | Total | 100 |
| | | The bid scoring the highest number of points will be deemed to be the lowest evaluated bid. | |
| **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 lowest evaluated bid, 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 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. | |

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| **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 | 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:<br><br>a. defines, for the purposes of this provision, the terms set forth below as follows:<br><br>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<br><br>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;<br><br>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; |

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| | | 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. |
| | 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. |
| **36. 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 (GCC)

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

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

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# General Conditions of Contract

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| **1. Definitions** | 1.1 | In this Contract, the following terms shall be interpreted as indicated:<br><br>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.<br><br>b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.<br><br>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.<br><br>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.<br><br>e. "GCC" means the General Conditions of Contract contained in this section.<br><br>f. "SCC" means the Special Conditions of Contract.<br><br>g. "The Procuring agency" means the organization purchasing the Goods, as named in SCC.<br><br>h. "The Procuring agency's country" is the country named in SCC.<br><br>i. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.<br><br>j. "The Project Site," where applicable, means the place or places named in SCC.<br><br>k. "Day" means calendar day. |
| **2. Application** | 2.1 | These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract. |
| **3. Country of Origin** | 3.1 | All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and `further elaborated in the SCC. |
| | 3.2 | For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. |
| | 3.3 | The origin of Goods and Services is distinct from the nationality of the Supplier. |

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| **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 authoritativestandards 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 Government** | 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 so 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:<br><br>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<br><br>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. |

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| **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 sellers responsibility. |

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| **12. Transportation** | 12.1 | The Supplier is required under the Contact 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 | The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:<br><br>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;<br><br>b. furnishing of tools required for assembly and / or maintenance of the supplied Goods;<br><br>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;<br><br>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<br><br>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 | 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:<br><br>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<br><br>b. in the event of termination of production of the spare parts:<br><br>i. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements;<br><br>ii. following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested. |
| **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 |

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| | | 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** | 18.1 | 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:<br><br>a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;<br>b. the method of shipment or packing;<br>c. the place of delivery; and/or<br>d. the Services to be provided by the Supplier. |
| | 18.2 | 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 |

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| | | 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** | 2.31 | 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:<br><br>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<br><br>b. if the Supplier fails to perform any other obligation(s) under the Contract.<br>c. if the Supplier, in the judgment of the Procuring agency has engaged |

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| | | in corrupt or fraudulent practices in competing for or in executing the Contract.<br><br>For the purpose of this clause:<br><br>"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.<br><br>"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. |
| | 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 | The Goods that are complete and ready for shipment within thirty (30) |

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| | | 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:<br><br>a. to have any portion completed and delivered at the Contract terms and prices; and/or<br><br>b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier. |
| **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. |

**Government of Khyber Pakhtunkhwa**

**Health Department**

**Directorate General Health Services**

# Standard Bidding Documents

## For National Competitive Bidding
## Pakistan

# For

## Procurement of Screening Kits, Consumables items & Medical Devices for Regional Blood Centre (RBC), Hayatabad Peshawar

## FOR TWO YEARS (2026-27 & 2027-28)

**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 Health Department (www.healthkp.gov.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

The Manager Regional Blood Centre (RBC), Hayatabad Peshawar Khyber Pakhtunkhwa Health Department invites bids through E-PAK Acquisition and disposal system (EPADS) under National Competitive Bidding from Manufacturers & authorized dealers/sole agents/distributers for the Procurement of Equipment, Screening Kits, Medical Devices/Triple Blood bags and other consumable for two years FY- 2026-27 & 2027- 28.

1. Bidding shall be conducted through Single Stage –Two Envelopes Bidding Procedure as per KPPRA Rules-2014.
2. Interested Bidders must obtain Application Form along with complete set of bidding documents from the following official websites: kp.eprocure.gov.pk , www.healthkp.gov.pk., www.kppra.gov.pk
3. A Pre-bid meeting will be held on **(Friday )30th October 2026, at 11:00 AM**, at Office of the Manager RBC, Phase 4, Hayatabad Peshawar. The bidders are requested to thoroughly study the Standard Bidding Documents before the pre-bid meeting for any clarification of their queries during the said meeting.
4. Interested Bidders may submit their electronically to the Manager RBC, Phase 4, Hayatabad Peshawar on or before **11:00 hours, (Thursday) 05th November 2026**, 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.
5. Financial bid must be accompanied with Bid Security as per details given in bid data sheet i.e. any from acceptable under KPPRA Act & Rules in the name of the undersigned and the bid security shall be submitted from the account of the firm / bidder who submits the bid. Bid security in form of Pay Order (PO) shall not be acceptable and will lead to rejection of the bid without any further consideration.
6. Mandatory Bid Security / Earnest Money amounting to a flat rate of Rupees Five Hundred Thousand only (Rs. 500,000/-) for each category A & B and Three Hundred Thousand only (Rs, 300,000) for each category C & D respectively from each bidder's account in the name of "The Manager Regional Blood Centre (RBC)" is required to be submitted along with the Financial Bid. Original Bids Security must be submitted to the undersigned. The Bid security shall be from the account of firm/bidder taking part in the bidding competition or otherwise shall lead to rejection of bid/s.
7. The undersigned reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Procurement Rules 2014.

Manager,
Regional Blood Center,
Hayatabad Peshawar.

Section II. Bid Data Sheet

# BID DATA SHEET

| ITB Ref. | Introduction/Description | Detail |
|---|---|---|
| **ITB 1.1** | Name of Procuring Agency of Government of Khyber Pakhtunkhwa. | Manager, Regional Blood Centre (RBC), Phase 4, Hayatabad Peshawar Govt: of KP |
| **ITB 1.1** | Loan or credit or Project allocation number. Loan or credit or Project allocation amount. | Not Applicable |
| **ITB 1.1** | Name of Project | Regional Blood Centre (RBC), Phase 4, Hayatabad Peshawar Govt: of KP |
| **ITB 1.1** | Name of Contract | Contract for Procurement of equipment, screening kits, medical devices/ blood bags and other consumable for two years (2026-27 & 2027-28). |
| **ITB 4.1** | Name of Procuring agency. | Manager, Regional Blood Centre (RBC), Phase 4, Hayatabad Peshawar Govt: of KP |
| **ITB 6.1** | Procuring agency's address, telephone, telex, and facsimile, numbers. | Regional Blood Centre (RBC), Phase 4, Hayatabad Peshawar Govt: of KP<br>Tel No: 091- 9217925,<br>Email: **rbc.peshawar@gmail.com** |
| **ITB 8.1** | Language of the bid. | English |
| **Bid Price and Currency** | | |
| **ITB 11.2** | Price quoted shall be: | Pakistan Rupees (Rs.) |
| **ITB 11.5** | The price shall be fixed | The price shall be fixed and valid till 30th June 2028 |
| **Preparation and Submission of Bids** | | |
| **ITB 13.3 (d)** | Qualification requirements. | I. Manufacturers & authorized/ sole agents for consumables, medical devices and Screening Kits.<br>II. For medical devices registration / enlistment with DRAP is required, if applicable. |
| **ITB 14.3 (b)** | Spare parts required for ----- of years of operation | For FOC based equipment the provision of spare parts shall be responsibility of the providing firm on no cost basis. |
| **ITB 15.1** | Amount of bid security. | 1. Mandatory Bid Security / Earnest Money amounting to a flat rate of Rupees Five Hundred Thousand only (Rs. 500,000/-) for each category A & B and Three Hundred Thousand only (Rs, 300,000) for each category C & D respectively from each bidder's account in the name of "The Manager Regional Blood Centre (RBC)" is required to be submitted along with the Financial Bid within its sealed envelope. A separate photocopy of this Bids Security financial instrument should also be placed inside the sealed envelope of Technical |

| | | |
|---|---|---|
| | | Proposal. The Bid security shall be from the account of firm/bidder taking part in the bidding competition or otherwise shall lead to rejection of bid/s. |
| **ITB 16.1** | Bid validity period. | 120 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. | Regional Blood Centre (RBC), Phase 4, Hayatabad Peshawar Govt: of KP. |
| **ITB 18.2 (b)** | IFB title and number. | Procurement of Equipment, Screening Kits, Medical Devices/Triple Blood bags and other consumable for two years FY (2026-27 & 2027- 28). |
| **ITB 19.1** | Deadline for bid submission. | **Before and up to 11:00 AM, 05th November Thursday 2026** |
| **ITB 22.1** | Time, Date, and Place for bid opening. | **11:30 hours, 05th November Thursday 2026** Conference Room, Regional Blood Centre (RBC), Phase 4, Hayatabad Peshawar Govt: of KP.<br><br>**Pre-bid meeting will be held on 30th October Friday 2026 at 11:00 AM in the Conference room of Regional Blood Centre (RBC), Phase 4, Hayatabad Peshawar Govt: of KP.** |
| **Bid Evaluation** | | |
| **ITB 25.3** | Criteria for bid evaluation. | Merit Point Evaluation (Highest ranking Fair Bid)<br>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)**<br><br>**ITB 25.4 (b)** | One option only<br>Delivery schedule. Relevant parameters in accordance with option selected. | Not Applicable |
| **Option I**<br><br>**Option II**<br><br>**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.<br>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. | Not Applicable |

# 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.

# Section III. Special Conditions of Contract

**Table of Clauses**


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# Special Conditions of Contract

The following Special Conditions of Contract shall supplement 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.

**1. Definitions (GCC Clause 1)**

**Definitions (GCC Clause 1)**

GCC 1.1 (c) The Goods are: Screening kits, Consumables and Medical Devices etc.

GCC 1.1 (g) **The Procuring& Purchasing Agency is:** Manager of Regional Blood Centre, Hayatabad Peshawar Khyber Pakhtunkhwa, and

GCC 1.1 (i) The Supplier is: Manufacturers &/or authorized agent &/or sole distributor registered with relevant tax authorities as elaborated in bid cover sheet and relevant regulatory body, wherever applicable (where applicable) and have requisite qualification, capacity and eligibility for supply of Goods.

**Sample Provision:**

**GCC 1.1 (j)—**The Project Site is: Office of the Manager Regional Blood Centre, Hayatabad Peshawar Khyber Pakhtunkhwa

When required, the Focal Person of the bidder will be informed on phone or through email to provide samples of the items in sufficient / required quantity for examination / analysis /expert opinion to the office of the Manager of Regional Blood Centre, Hayatabad Peshawar Khyber Pakhtunkhwa at bidder's own risk and cost at the time and date communicated. The samples will be non-returnable and no payment what so ever shall be payable to bidder / Focal Person on this account in the name of price/transportation charges etc.

a. The bidder shall be required to submit sample of their quoted product/s, which shall be used to check the conformity of the quoted item/s specifications with the specifications of the same item/s as laid down in these SBDs, by the sample evaluation team of expert/s. In case of non-adherence of the submitted sample to the approved specification as laid down in these SBDs shall be rejected.
b. The sample of item/s submitted by the successful bidder shall be retained by the purchasing agency till the supplies are completed and checked with the sample provided by the successful bidder

**2. Country of Origin (GCC Clause 3)**

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".

**3. Performance Security (GCC Clause-7)**

**GCC 7.1—** the amount of performance security, as a percentage of the Contract Price, shall be: Two (2%) percent of the Supply order / working order subject to following conditions**.**

**4. Standards (GCC Clause 4):** As mentioned in GCC clause 4.1**.**

i. Any other standard as offered by the successful bidder in their technical bid for claiming the marks of additional feature of technical evaluation criteria of these SBDs.

**5. Inspections and Tests (GCC Clause 8 and in accordance with the clauses of contract with the Procuring Agency)**

i. The Physical Inspection of the premises for compliance of Technical Evaluation shall be conducted by the Inspection Team/s of Regional Blood Centre expert/s constituted by the Procurement Committee of Regional Blood Centre to:

a. undertake examination of the original documents as mentioned in the Bid Cover Sheet (Bid Form-1) of these SBDs, and the attested copies of which had been submitted by the bidder/s along with the technical bids; and

b. undertake the physical inspection of the relevant premises to verify the status of Current Good Storage Practices (cGSP) Parameters for the quoted item/s as laid down in the Technical Evaluation Proformas (Section-V: Technical Specification of the Part-II of these SBDs).

ii. The bidder shall be disqualified for competition, if Inspection Team/s declare that the bidder did not meet the mandatory requirements for qualification at the time of inspection as mentioned in the approved Technical Evaluation Proforma in these SBDs for various categories of Suppliers.

iii. Consumables and Medical Devices shall be examined and / or tested by Regional Blood Centre expert/s nominated by the procurement committee of Regional Blood Centre in a manner as deemed relevant and appropriate (including testing at Drug Testing Lab or elsewhere) 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.

iv. 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 Consumables and Medical Devices falling under the DRAP Act 2012 and rules made there under, shall provide to the Procuring Agency.

v. Any other appropriate method/arrangements may be adopted by the Procurement Committee Regional Blood Centre to assess and/or assure the quality of goods being purchased and / or supplied to the Procuring entity.

**6. Packing (GCC Clause 9)**

The successful bidder shall make supplies of quoted item/s in accordance with the following:

i. Provisions contained in the GCC Clause 9 of these SBDs; and

ii. Relevant clauses of contract agreement of Regional Blood Centre with the Supplier/s (Bid Form-6 of these SBDs –Rate Contract Agreement).

iii. However, the name of Goods (Generic & Brand), equally prominent, should be printed/ written in indelible ink both in English (Urdu, where applicable by relevant Law) on the outer cartons and on each item. Besides the name and principal place of business of the manufacturer, the manufacturing license No.(if applicable), manufacturing date expiry date, registration No. (if applicable), batch No., retail price(if applicable).

**7. Delivery and Documents (GCC Clause 10)**

**Applicable Delivery Mode***:* Delivered Duty Paid (DDP) as per contract agreement of the successful bidder with the Procuring Agency.

The Supplier shall provide the following documents to the Purchasing Agency:

i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price, expiry date and total amount;

ii. Usual transport documents which the buyer may require to take the goods;

iii. Manufacturer's / Importer's prescribed warranty certificate if applicable;

iv. The supplier shall be responsible to transport the item/s in a manner that the appropriate and required storage temperature is continuously and properly maintained during transportation from supplier till delivery to the Procuring entity. In case of item/s requiring the maintenance

of cold chain, the supplier shall be under obligation to provide valid and appropriate evidence to the Procuring entity to the effect that end to end cold chain of the supplied item/s has adequately been maintained during transportation of the said item/s to the Procuring entity for example provision of data logger.

**8. Insurance (GCC Clause 11)**

GCC 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. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

**9. Incidental Services (as per GCC Clause 13).**

**10. Spare Parts (as per GCC Clause 14 and contract agreement of the SBD).**

**11. Warranty (GCC Clause 15)**

For goods belonging to the categories of Consumables and Medical Devices, falling under the Drugs Act 1976 and / or the DRAP Act-2012 and Rules framed thereunder, the Supplier, in addition to the terms and conditions of the Rate Contract Agreement with Procuring Agency (Bid Form-6), shall provide warranty to the Procuring Agency under all the relevant Section/s of applicable government laws and rules.

In case of goods belonging to the categories of consumables, the Supplier as per GCC Clause 15 and the clauses of Contract Agreement with the Procuring Agency (Bid Form-6), shall provide warranty to the Purchasing Agency for the duration as mentioned in GCC Clause-15or till the expiry date of goods supplied, whichever is later.

**12. Payment (GCC Clause 16):**

GCC Clause 16 as well as under the terms and condition in Rate Contract Agreement (Bid Form-6) with the Procuring Agency.

Payment shall be made in **Pak. Rupees** in accordance with the relevant government rules, regulations and procedures.

**13. Prices (GCC Clause 17)**

i) The bidder shall not quote price/s of any item/s which is/are higher than the prices quoted by the bidder across the country to any entity procuring the quoted item/s through public funding in the same year.
ii) In case of Screening kits, Consumables and Medical Devices, the bidder shall not quote the prices more than the prevailing market trade price of the quoted item/s for bulk purchases.
iii) An undertaking on judicial stamp paper may be provided by the bidder ensuring point i and ii above.

**14. Liquidated Damages (GCC Clause 23)**

As in relevant clauses of the Rate Contract Agreement signed by the Supplier with the Procuring Agency.

**15. Disputes Resolution (GCC Clause 28)**

The dispute resolution mechanism to be applied will be pursuant to relevant clauses of Rate Contract Agreement (Bid Form-6) between the Supplier and the Procuring Agency.

If at all required, the jurisdiction of Court shall be of Peshawar, Khyber Pakhtunkhwa.

**16. Governing Language (GCC Clause 29)**

The Governing Language shall be: **English.**

## 17. Applicable Law (GCC Clause 30)

The Contract shall be interpreted in accordance with all the relevant laws of Islamic Republic of Pakistan which include, but not limited to, the following legislations:

i. The KPPRA Act 2012
ii. The KPPRA Rules 2014
iii. The Drugs Act 1976 and Rules framed thereunder
iv. The DRAP Act 2012 and Rules framed thereunder
v. The General Financial Rules of the Government of Khyber Pakhtunkhwa and all the relevant laws, rules and regulations pertaining to budgeting and financial management of public funds.
vi. The Employment of Children (ECA) Act 1991
vii. The Bonded Labour System (Abolition) Act of 1992
viii. The Factories Act 1934
ix. The Contract Agreement Act 1872
x. The Khyber Pakhtunkhwa Blood Transfusion Safety Authority Act 2016
xi. Environmental Protection Act Khyber Pakhtunkhwa 2014

## 18. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency address for notice purposes:

**Office of the Regional Blood Centre, Hayatabad Phase 4, Peshawar**, Khyber Pakhtunkhwa.
Tel: 091-9217925
Email: rbc.peshawar@gmail.com

**Supplier's address for notice purposes:** As mentioned in their bidding documents

## 19. Duties & Taxes (GCC clause 32)

The Unit price quoted by the bidder shall be: **inclusive** of all applicable duties and taxes.

# Section IV. Schedule of Requirements

| *Category-A* | |
|---|---|
| ***SNo.*** | ***Name of Equipment*** |
| 1. | Centrifuge blood bag refrigerated (12 bags) |
| 2. | Centrifuge bench top (48 blood collection tubes of 3 and 5ml, angle rotor for 2 & 5ml) |
| 3. | Centrifuge Benchtop (28 blood collection tubes of 3 and 5ml, angle rotor for 2&5 ml) |
| 4. | Table top lab centrifuge (Serofuge) 0.2 to 5/6 ml |

| *Category-B* | |
|---|---|
| ***SNo.*** | ***Name of Medical Devices/Triple/Quadruple Blood Bags*** |
| 1. | Triple blood Bag CPDA-1 (500 ml) with Safety Pouch |
| 2. | Quadruple blood bag CPDA-1 (500 ml) with Safety Pouch |
| 3 | Triple blood Bag CPDA-1 (450 ml) with Safety Pouch |
| 4 | Quadruple blood bag CPDA-1(450 ml) with Safety Pouch |

| *Category-C* | |
|---|---|
| ***SNo.*** | ***Name of Other Consumables*** |
| 1. | Anti – A Vial of 10ml. |
| 2. | Anti – B Vial of 10ml |
| 3. | Anti-D Vial |
| 4. | Anti-Human Globulin Serum, Mono/ poly specific (for Coombs's test) vial of 10 ml |
| 5. | Anti Rh typing serum (Anti-D IgM/IgG +IgM) for slide test & modified tube test, vial of 10 ml |
| 6 | Bovine Albumin 22% vial of 10 ml |
| 7 | Anti – AB vial of 10 ml µl |
| 8 | Anti-A1 Lectin vial of 5 ml |

| | |
|---|---|
| 9 | Anti Rh typing serum (Anti-D IgG) for slide test &modified tube test, vial of 10ml |
| 10 | MP ICT Kits/ Malaria |
| 11 | EDTA Tube 3ml (Purple top) |
| 12 | Serum tube 3ml with cap (Yellow & Red top) |
| 13 | Masks |
| 14 | Examination/Latex Gloves (Medium, Large) |
| 15 | Plastic Dropper 3ml (pieces) |
| 16 | Plastic Waste bag (Bio-hazard, all types) |
| 17 | Glass Tubes 12 x 75 |
| 18 | Regular DIN Label 6X2 (Not less than 2000 labels per roll each label containing 6 parts) |
| 19 | Blood Group Label 4x4 (Not less than 2000 labels per roll) |
| 20 | Product & Expiry Label 2x4 (Not less than 1000 labels per roll) |
| 21 | Zebra Resin (Not less than 1000 labels per rolls) |
| 22 | CD Emerald Diluent 10 Ltr |
| 23 | CD Emerald Lyse 960 ml |
| 24 | CD Emerald Cleaner 960 ml |

| ***Category -D Chemiluminesence (CLIA)*** | | |
|---|---|---|
| ***S No.*** | ***Name of Kits*** | ***Quantity*** |
| 1 | Syphilis Kit | |
| 2 | HBs Ag Kit | |
| 3 | Anti HCV Kit | |
| 4 | HIV Kit | |

Note:

1. For those firms who are quoting the goods mentioned in (Category- B) Triple Blood Bags CPDA-1 (450 mL and 500 mL) shall be treated as separate procurement items and evaluated independently based on their respective capacities. Technical and financial evaluations shall be conducted separately for each capacity, ensuring that bidders offering 450 mL blood bags compete exclusively with other bidders offering 450 mL blood bags, and likewise, bidders

offering 500 mL blood bags compete exclusively with other bidders offering 500 mL blood bags.

2. For those firms who are quoting the goods mentioned in (category- D) above on FOC basis shall be responsible for inclusive of all types of consumables and controls and services have to be not below CLIA method. The firm shall be responsible for;
    a. Service Maintenance of equipment on FOC basis
    b. Electricity Back up for the equipment on FOC basis (UPS etc.)
    c. Software Interfacing and maintenance in RBC on FOC basis
    d. RO Plant

# Section V. Technical Specifications

## Technical Evaluation Criteria for Consumables and Medical Devices

## (Maximum Allocable Marks Score for Technical Evaluation = 60 Marks)

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

**1. SYSTEM BREAKING / DISQUALIFICATION POINTS IN TECHNICAL 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. During technical evaluation of the quoted bids, bidders may stand disqualified if the Procurement Committee and /or Inspection Team/s find and declare any of the shortcoming/s related to the documents and/or manufacturing units and / or the premises of the manufacturers and /or Importers regardless of completion / fulfillment or otherwise of any terms and conditions, criteria and /or codal formalities.

c. The technical & financial evaluation system for Regional Blood Centre bids for two years FY (2026-27 & 2027-28). comprises different evaluation proformas each having system breaking points and non-compliance of any of these system breaking parameters on part of bidder shall lead to disqualification of firm and /or quoted item/s, whatever the case may be.

d. Further details of system breaking points / issues for various categories of items are as follows:

A. **Importers of Consumables and Medical Devices**

i. Valid cGMP Certificate / Quality Assurance Certificate/ Quality Control Certificate or Medical Device Management Certificate of the Principal Manufacturer for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s (duly attested from the Authorized Notary Public of the country of origin. Non provision of the same shall lead to disqualification of the firm.

ii. Availability of minimum 10% inventory (in case of CLIA Kits, Blood Bags and Anti seras) of the total import of the quoted items during last one year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the Regional Blood Centre expert/s). Non availability of the 10% stock at the time of inspection shall lead to disqualification of the quoted item/s).

iii. Functional and effective Air-conditioning & Ventilation System and effective cold chain (thermo-labile drugs). Adherence to Good storage practices (GSP). Non adherence to GSP, as evaluated by the Regional Blood Centre expert/s at the time of inspection shall lead to Disqualification of the firm.

iv. Valid Free Sale Certificate for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s (duly attested from the Authorized Notary Public of the country of origin. Non provision of the same shall lead to disqualification of the firm.

B. **Importer/s of Biological Products**:

i. Valid cGMP Certificate / Quality Assurance Certificate/ Quality Control Certificate of the Principal Manufacturer for the quoted item/s as issued by relevant authority of the

country of origin of the quoted imported good/s (duly attested from the Authorized Notary Public of the country of origin. Non provision of the same shall lead to disqualification of the firm.

ii. Availability of minimum 10% inventory of the total import of the quoted item/s during last one year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the Regional Blood Centre expert/s). Non availability of the 10% stock at the time of inspection shall lead to disqualification of the quoted item/s).

iii. Functional and effective Air-conditioning & Ventilation System and effective cold chain (thermo-labile drugs). Adherence to Good storage practices (GSP). Non adherence to GSP, as evaluated by the Regional Blood Centre expert/s at the time of inspection shall lead to Disqualification of the firm.

iv. Valid Free Sale Certificate for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s (duly attested from the Authorized Notary Public of the country of origin. Non provision of the same shall lead to disqualification of the firm.

# Financial Evaluation and Scoring System for Bids

## (Maximum Allocable Marks Score = 40 marks)

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

Total Allocable marks for Technical Proposal = 60

Total Allocable marks in Financial Proposal= 40

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

**Scoring Methodology:**

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

The Evaluation Methodology is a combination of non-price factors (in Technical Criteria) and price factor (in Financial Criteria); and each having points as elaborated in the evaluation proformas 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 goods in blood banks 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 quality control practices in laboratories, haemovigilance systems for blood safety reporting and monitoring; and the most efficient industrial processes in the manufacturing premises.

**Procedure for the Marks Scoring:** Marks will be awarded or otherwise for various technical parameters to each quoted product based on the prescribed Technical and Financial criteria. The total combined marks will determine the highest-ranking product in each product category for contract award.

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

Financial Evaluation Score of individual quoted Product:

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

***<u>Solved Example of Financial Scoring:</u>***

- If the lowest quoted price of an item is Rs. 86/-, the same lowest bidder will obtain score as below:
  = [86 ÷ 86] x 40
  = 30 marks, being the lowest bidder for the quoted item.
- If the next higher quoted price of the same item is Rs. 105/-, the marks obtained will be:
  = [86 ÷ 105] x 40 = 32.76 Marks
- If the next higher quoted price of the same item is Rs. 130/-, the marks obtained will be:
  = [86 ÷ 130] x 40 = 26.46 Marks

…. And so on.

**SPECIFICATION FOR EQUIPMENT (CATEGORY-A)**

| | | |
|---|---|---|
| **Centrifuge blood bag refrigerated (12 bags)** | | |
| Manufacturer: | | |
| Brand: | | |
| Type/Model: | | |
| Country of Origin: | | |
| DESCRIPTION OF BASIC COMPONENTS | | |
| *A dedicated microprocessor-controlled refrigerated centrifuge designed for use in the blood bank with maximum flexibility for blood component processing and clinical testing needs. | | |
| Microprocessor controlled system for automatic operation | | |
| Shall be a floor standing type | | |
| Max. RCF (Maximum relative centrifugal force) shall not be less than 5000g | | |
| Speed control range is 4200 rpm or more. Bidder shall specify the speed range of the model proposed. | | |
| Max volume/ capacity: 6 liters and shall not be less than | | |
| 12 x 500ml blood bags | | |
| Shall be suitable for centrifuging swing-out rotors | | |
| Shall be suitable to operate at least at a temperature ranging from | | |
| -8° to 40° C at 90% relative humidity | | |
| Timer range shall be: 0 - 99 min, variable adjustment. | | |
| Timer setting shall not be more than 1 min increments | | |
| Come with lid interlock and emergency release system | | |
| Come with 4 castors and 4 elevating firm footings | | |
| The acceleration time/ speed shall be adjustable and shall reach the max set speed as short/ fast as possible. | | |
| Bidder shall indicate the acceleration time in relation to the rotors required in the Technical Specification Forms here | | |
| The deceleration time/ speed shall be adjustable. | | |
| Bidder shall indicate the deceleration time in relation to the rotors required in the Technical Specification Forms here | | |
| Deceleration braking system shall be electric or electronic | | |
| Come with digital display indicates actual rotor speed, rotor temperature, run time remaining or elapsed, program number, acceleration rate and deceleration rate for speed, error messages | | |
| Alarm and alert indication: lid open, rotor imbalance, overspeed, over-temperature, overcurrent, rotor recognition, start, stop, error codes and etc. | | |
| * With brushless induction motor | | |
| Bidder shall specify the power consumption and heat dissipation of the item offered. | | |
| * Noise level shall be less than 60 dB | | |

| | | |
|---|---|---|
| Shall use CFC-free refrigerant for refrigeration system | | |
| Come with imbalance detection and overspeed protection system | | |
| Program storage shall not be less than 10 choices of acceleration/deceleration rates and not less than 10 programs to be stored in memory for repetitive runs | | |
| Rotor: | | |
| Come with removable swing out rotor/ basket for 12 x 500ml blood bags, 1 set | | |
| Come with 1 unit of UPS (capacity sufficient for at least 30 minutes operation) | | |
| **Centrifuge bench top (48 blood collection tubes of 3 and 5ml, angle rotor for 2 & 5ml)** | | |
| Manufacturer: | | |
| Brand: | | |
| Type/Model: | | |
| Country of Origin: | | |
| DESCRIPTION OF BASIC COMPONENTS | | |
| Universal laboratory centrifuge for swing-out and fixed-angle rotors | | |
| Should be of compact size | | |
| Should have Zero-maintenance brushless drive | | |
| Should have auto-imbalance detection and shut-off feature | | |
| Centrifuge bowl should be made of stainless steel | | |
| Speed of the centrifuge should be at least 10000 RPM or above. | | |
| Maximum RCF should be approximately 15000-18000 xg | | |
| for 12 tube rotor | | |
| Rotor identification prevents overspeed operation | | |
| Capacity of 12 place rotor option available | | |
| Come with one set swing out rotor and one set fixed angle rotor | | |
| Should be automatic and microprocessor controlled | | |
| Noise level at maximum speed should not exceed 65dbA | | |
| The lid should be double walled, made of steel sheet/ABS plastic injection moulding for extra safety. | | |
| Have the feature of digital timer 0-59 minutes | | |
| Comes with Digital speed indicator; LED/LCD display | | |
| Should have overspeed protection feature by auto identifying the rotor | | |
| Power cable Compatible with machine | | |
| **ITEM CODE & DESCRIPTION** | **Bidder's offer** | **Ref. P no of supporting docs** |
| **Centrifuge Benchtop (28 blood collection tubes of 3 and 5ml, angle rotor for 2&5 ml)** | | |
| Manufacturer: | | |

| | | |
|---|---|---|
| Brand: | | |
| Type/Model: | | |
| Country of Origin: | | |
| DESCRIPTION OF BASIC COMPONENTS | | |
| Universal laboratory centrifuge for swing-out and fixed-angle rotors | | |
| Should be of compact size | | |
| Should have Zero-maintenance brushless drive | | |
| Should have auto-imbalance detection and shut-off feature | | |
| Centrifuge bowl should be made of stainless steel | | |
| Speed of the centrifuge should be at least 10000 RPM | | |
| Maximum RCF should be approximately 15000 xg for 12 to 24 tube rotor | | |
| Rotor identification prevents overspeed operation | | |
| Capacity of 24 place rotor option available | | |
| Come with one set swing out rotor and one set fixed angle rotor | | |
| Should be automatic and microprocessor controlled | | |
| Noise level at maximum speed should not exceed 65dbA | | |
| The lid should be double walled, made of steel sheet/ABS plastic injection moulding for extra safety. | | |
| Have the feature of digital timer 0-59 minutes | | |
| Comes with Digital speed indicator; LED/LCD display | | |
| Should have overspeed proctection feature by auto identifying the rotor | | |
| Power cable Compatible with machine | | |
| **ITEM CODE & DESCRIPTION** | **Bidder's offer** | **Ref. P no of supporting docs** |
| **Table top lab centrifuge (Serofuge) 0.2 to 5/6 ml** | | |
| Manufacturer: | | |
| Brand: | | |
| Type/Model: | | |
| Country of Origin: | | |
| DESCRIPTION OF BASIC COMPONENTS | | |
| Shall be desinged for blood grouping, typing, cross matching, and other cell washing procedures | | |
| Speed range 500 to 4500 rpm on load with variable speed regulator | | |
| It should be fitted with a digital timer 0-59 minutes and digital speed indicator | | |
| Should have the feature of LED/LCD Display | | |
| should come with angle rotor head having 12 tubes of 5/6 ml capacity | | |

| | | |
|---|---|---|
| Electronic Lid lock to prevent unauthorized opening of the machine while in running condition | | |
| Motor of the centrifuge should be fitted with anit-vibration pads | | |
| The body is made of CRC sheet, finished in Powder coating | | |
| The lid should double-walled, made of ABS plastic injection moulding | | |
| Brush less AC motor-(without carbons) | | |
| Low in noise - should not exceed 60dB | | |
| Power cable Compatible with machine | | |

## TECHNICAL EVALUATION PROFORMA FOR EQUIPMENT IN REGIONAL BLOOD CENTRE PESHAWAR FOR FY 2026-27 & 2027-28

| | | |
|---|---|---|
| 18 | Fully compliance with the required specifications as per Statement of Requirement. Minor deviations may be accommodated up to 3, subject to the condition that main function and performance in any aspect would not be affected. More than 3 minor deviations will be considered as major deviation and the bidder will be considered as non-responsive for the quoted item. (One mark for each deviation will be deducted). | |
| 4 | Certificate of US Food and Drug Administration (USFDA) for the quoted model.<br>1. Registration if the quoted product belongs to class I.<br>2. USFDA 510K if the quoted product belongs to class II.<br>3. Pre-Market approval (PMA) if the quoted product belongs to class III. Certificate of European community (93/42/EEC Medical devices, 98/79/EC In vitro diagnostic medical devices (Full Quality Assurance or Product Quality Assurance) or Regulation (EU) 2017/745 on medical devices, Regulation (EU) 2017/746 on in vitro diagnostic medical devices and 2014/68/EU Pressure equipment for the quoted product/manufacturer. The certificate must be issued from the European Commission notify bodies.<br>Certificate of Ministry of health labor and welfare Japan (MHLW) for the quoted model. (Translated English Version) (One certificate is mandatory having no marks, while producing other two certificates will get 2 marks each) 2+2=4 | |
| 3 | Valid ISO 13485 Medical Devices Quality Management Systems certificate of manufacturing plant from International Accreditation Forum (IAF) Accredited Bodies. | |
| 3 | Valid ISO 45001 Occupational Health & Safety Certificate of manufacturing plant from International Accreditation Forum (IAF) Accredited Bodies. | |
| 5 | Weightage for local Pakistani original manufacturer or the quoted products are from Western Europe/USA/Japan (Principle and Manufacturing Plant). | |
| 5 | One mark for each after sale satisfactory performance certificate (verifiable) of the firm / bidder in last five years on letter head, signed and stamped letter for the quoted model or previous provided model of equipment from the public sector medical institution of Pakistan. Performance | |
| 5 | One mark for each after sale satisfactory performance certificate (verifiable) of the firm / bidder in last six years on letter head for the quoted model or previous provided model of equipment from the teaching level private sector medical institution of Pakistan. The hospital must be recognized from Pakistan Medical and Dental Council (PMDC)/research institute. The satisfactory performance certificate of non-recognized institution from PMDC will not be considered. Performance certificate shall be coupled with supply order/ purchase order from teaching level private sector medical institution. | |
| | Warranty Period of three (3) years both with spare parts and services from the date of Installation / Commissioning | |
| 2 | Diploma of Associate Engineer (DAE) in electrical/electronic /biomedical/mechatronics/mechanical/industrial. DAE certificate and salary documentary proof confirm the employee of the bidder. (1 mark for each certificate) | |
| 4 | Graduate Engineer with PEC Registration in electrical/ electronics, biomedical / mechatronics / mechanical / industrial. PEC registration card of the engineer and salary documentary to proof confirm the employee of the bidder. (2 marks for each Engineer) | |
| | Availability of workshop in Khyber Pakhtunkhwa to be verified with Ownership/Rent Agreement with Owner/Rent Agreement with Company Name. | |
| 2 | List of related tools available at workshop. Details shall be submitted with technical bid. | |
| 2 | Detail of Spare parts availability at workshop for the quoted items. Details shall be submitted with technical bid | |
| | Annual Sales tax returns, Income Tax, audited balance sheet for last one year. | |
| 2 | Firm/bidder registration at relevant forum (SECP/Registrar of Firm/FBR). | |
| 2 | Firm/bidder registered with DRAP (Drug Regularity Authority of Pakistan) to import / manufacture of medical devices/PEC (Pakistan Engineering Council) in code ME 06. | |
| 3 | Valid ISO 9001 Quality Management Certificate of the firm / bidder from PNAC accredited bodies. | |
| 60 | **Total** | |
| | Remarks | |
| | Quoted Unit Price | Financial Evaluation |
| | Lowest Quoted Price among the qualified bids for particular item | |
| 40 | Maximum Allocable Price Score | |
| | Maximum Allocable Price Score | |
| 100 | | Total |

Make/Model

Name of Item

Name of Firm

# Evaluation Criteria for Medical Devices/Triple Blood Bags RBC 2026-27 & 2027-28

| | Name of Firm- | | | | | | | | | | | | Technical Evaluation Matrix | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Product General Information | | | | Principal's & Importer's Evaluation Parameters | | | | | | | Suppliers Technical Score | Product Technical Parameters | | | | | | Product Evaluated Score | Total Technical Score | Financial Evaluation | | | Final Grand Total of Scores |
| | | | | | Principal's Evaluation | | | | Importer's Evaluation | | | | | | | | | | | | | | | |
| S. No. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| | | | | | Valid cGMP /Quality Control /Quality Assurance Certificate (duly attested by senior executive of the firm). | The bidders must have at least three years of experience, calculated from the date of valid regristration with DRAP. | Valid ISO 9001 certificate issued by certificatoin body accredited with IAF for the country of origin (duly attested by senior executive of the firm) | Valid accreditation of manufacturing unit or its relevant section by International Body (Certificate from US-FDA, WHO and/or other accrediting body from SRA countries duly attested by senior executive of the firm) | Availability of minimum 10% inventory of the total import of the quoted item/s during last one year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the RBC expert/s). Non availibility of the 15 % stock at the time of inspection shall lead to disqualification of the quoted item/s) | Adherence to Good storage practices (GSP) for finished good storage of the quoted item/s. Non adherence to GSP, as evaluated by the RBC expert/s at the time of inspection shall lead to Disqualification of the firm. | Adequate availability of qualified & relevant Human Resource (Certified by the senior executive of the firm & evaluated by RBC expert/s at the time of inspection). | | Goods Declaration Certificate of imported APIs coupled with airway bill from Pakistan Customs or invoice in case of Pakistani API source for the quoted item/s, not older than 01 Year on the cutoff date for submission of bids. | Valid Free sale certificate for the quoted item/s duly attested by the Pakistani embassy in the country of origin of quoted item/s or embassy of the country of origin in Pakistan. | Certificate of Analysis of finished quoted item/s from the Principal Manufacturer, duly attested by the senior executive of the firm. | valid Iso 10993 certificate issued by certificatoin body accredited with IAF for the country of origin (duly attested by senior executive of the firm) | valid Iso 13485 certificate issued by certificatoin body accredited with IAF for the country of origin (duly attested by senior executive of the firm) | Physical examination of the quoted item/s by the RBC expert/s as per following defined criteria. Excellent = 10, Good =07, Satisfactory =04, Unsatisfactory = 0. | | | Quoted Unit Price | Lowest Quoted Price | Maximum Allocable Price Score | |
| | Make | Generic Name of Item | Trade Name | Size, Gauge, etc. of Device | 5 | 4 | 2 | 5 | 4 | 5 | 5 | **30** | 4 | 4 | 4 | 4 | 4 | 10 | **30** | **60** | **40** | | | **100** |

# Technical Evaluation performa for Other consumables for RBC 2026-27 & 2027-28

| S. No. | Name of Firm- | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Product General Information | | | Importer's Evaluation | | | | | | Total Importers Evaluation Score | Product Evaluation Parameters | Total Product Evaluation Parameters | Total Technical Score | Financial Score | | | Final Grand Total of Scores |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| | | | | Past performance Experience for the qouted items (for less than 5 years=5 marks, for more than 5 years=7 marks) | Annual Sales Tax Returns for last 2 years (2 marks for each year). | Annual Income Returns for last 2 years (4 marks for each) | Availability of minimum 15% inventory of the total import of the quoted item/s during last one year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the RBC expert/s). Non availibility of the 15 % stock at the time of inspection shall lead to disqualification of the quoted item/s) | Adequate availability of qualified & relevant Human Resource (Certified by the senior executive of the firm & evaluated by RBC expert/s at the time of inspection). | Adherence to Good Storage Practices (GSP) for finished good storage of the quoted items (Certificate to the effect) | | Physical Evaluation of quoted items by the panel of RBC expert/s Excellent= 20 Good=15, Satisfactory=10, Unsatifactory=0) | | | Quoted Unit Price | Lowest Quoted Price among the qualified bids for particular item | Maximum Allocable Price Score | |
| | Country of origin | Generic Name of Item | Trade Name | 7 | 4 | 8 | 7 | 7 | 7 | **40** | 20 | **20** | **60** | **40** | | | **100** |

# Technical Evaluation Criteria for Kits (CLIA) for FY 2026-27 & 2027-28

| S. No. | Name of Firm-Abbott Laboratories | | | Technical Evaluation Matrix | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Product General Information | | | Factory Technical Evaluation Parameters | | | | | | | | | Factory Evaluated Score | Product Evaluation Parameter | | | | | | | Total Product Evaluation Parameters | Total Technical Score | Financial Score | | | Final Grand Total of Scores |
| | | | | Documents based Factory Score | | | | | | Importer's Evaluation | | | | Efficacy of Product | | | | Amplification | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| | | | | One International certificate (JIS/WHO/US FDA/CE) is mendatory. 2 marks for each certificate after mendatory certifcate mentioned in bid cover sheet for inclusion | Latest version/Model of equipment installed any blood bank in Govt. sector | Valid ISO 13485 certificate issued by certificatoin body accredited with IAF for the country of origin (duly attested by senior executive of the firm) | Valid ISO 9001 certificate issued by certificatoin body accredited with IAF for the country of origin (duly attested by senior executive of the firm) | Valid cGMP /Quality assurance certificate (attested from the embassy of the country of origin in Pakistan or Pakistani embassy in the country of origin). | Valid Free sale certificate for the quoted item/s duly attested by the Pakistani embassy in the country of origin of quoted item/s or embassy of the country of origin in Pakistan. | Availability of minimum 25% inventory of the total import of the quoted item/s during last one year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the RBC expert/s). Non availibility of the 25% stock at the time of inspection shall lead to disqualification of the quoted item/s) | Adherence to Good storage practices (GSP) for finished good storage of the quoted item/s. Non adherence to GSP, as evaluated by the RBC expert/s at the time of inspection shall lead to Disqualification of the firm. | Adequate availability of qualified & relevant Human Resource (Certified by the senior executive of the firm & evaluated by RBC expert/s at the time of inspection). | | Sensitivity<br>Unknown Sample will be run in comparison to known standards of chemiluminescence/ Enzyme linked immunosorbent assay | Specificity<br>Unknown Sample will be run in comparison to known standards of chemiluminescence / Enzyme linked immunosorbent assay | Turn Over time<br>In comparison to Label Claim, reduced turn around time will be graded as;<br>(Exellent=5, Good=3, satisfactory=1, unsatisfactory=0) | Sample Throughput/Hour (test per hour).<br>(100 to 180) =01, (181 to 300) =03, More than 300= 04 | Actual No of test/run perform in comparison to the test claimed by the kits. i.e. (Exellent=5, Good=3, satisfactory=1, unsatisfactory=0) | On board reagent stability/expiry i.e. (Exellent=5, Good=3, satisfactory=1, unsatisfactory=0) | Physical Evaluation (Outer packing & inner packing) Eclelent=3 Good=2, Satisfactory=1, Unsatifactory=0) | | | Quoted Unit Price | Lowest Quoted Price among the qualified bids for particular item | Maximum Allocable Price Score | |
| | Country of origion | Generic Name | Trade Name | 6 | 4 | 3 | 2 | 3 | 3 | 3 | 3 | 3 | **30** | 5 | 4 | 4 | 4 | 5 | 5 | 3 | **30** | **60** | **40** | | | **100** |

Technical Specifications and Ancillary Services

1. Product Specifications.
2. (Detailed technical specifications, given in the relevant sections of this SBD, will be followed) Labeling and Packing

a. The manufacturer shall follow the Drugs (Labelling and Packing) Rules 1986, framed under the Drugs Act, 1976 where applicable.

b. However, the name of Goods (Generic & Brand), equally prominent, should be printed/ written in indelible ink both in English (Urdu, where applicable by relevant Law) on the outer cartons and on each item. Besides the name and principal place of business of the manufacturer, the manufacturing license No. (If applicable), manufacturing date, expiry date, registration No. (if applicable), batch No., retail price (if applicable).

c. Additional instructions for packing.

i. As per provision of special condition of contract.

"NOT FOR SALE"

"REGIONAL BLOOD CENTRE, PESHAWAR PROPERTY"

d. Shelf life

As per contract agreement.

# Section VI. Sample Forms

**MANDATORY STANDARD FORMS (1 to 6)**

**BID FORM 1: BID COVER SHEET**
**BID FORM 2: LETTER OF INTENTION**
**BID FORM 3: AFFIDAVIT**
**BID FORM 4 PRICE SCHEDULE FORMAT FOR FINANCIAL BID**
(To be submitted in separate sealed envelope)
**BID FORM 5 INTEGRALITY PACT**
**BID FORM 6 CONTRACT AGREEMENT** (for information only, shall be signed by the successful bidders only)

# BID FORM-1

## BID COVER SHEET

### Mandatory General Information of Applicant Firm

**NOTE: Complete filling of this form along with the provision of all requisite information is mandatory. Missing or not providing any of the requisite information may lead to disqualification of the bidder/s from the bidding competition without any correspondence.**

| S.No. | **Name of the Bidding Firm**: | |
|---|---|---|
| **1.** | Please indicate whether the firm is:<br>i. Manufacturer, or<br>ii. Importer, or<br>iii. Authorized dealer/ sole agent<br>iv. Both; Manufacturer as well as Importer<br>For various Regional Blood Centre items offered for this bidding competition. | |
| **2.** | Please indicate out of the following category/ies, under which the Firm is applying for bidding:<br>i. Equipment<br>ii. Medical Devices/Blood Bags<br>iii. Other Consumables<br>iv. Kits ( CLIA, MP) | |
| **3.** | Please provide names, attested copies of CNICs, two recent attested photographs, valid street addresses in Pakistan, all working landline, mobile phone numbers and valid email address of the following:<br>i. Owner/Proprietor of the Firm; and<br>ii. Managing Director / CEO of the Firm; and<br>iii. Focal person officially made responsible and authorized by the Firm for day to day official correspondence/communication with the procuring agency related in relation to this bidding competition.<br>**Note:**<br>1. In case of winning this bidding competition the focal person of the successful bidder shall be responsible for communication with procuring agency regarding supply related issues, replacement of short expiry items etc. in order to facilitate the procuring agency in the best public interest. | |
| **4.** | Please provide the following valid information regarding applicant Firm:<br>i.Complete street address of the:<br>a. Head Office<br>b. Main warehouse; and<br>ii. Valid & working official Landline Phone and Fax Numbers; and<br>iii. Valid Mobile phone number/s of the Focal Person registered which should be registered his/her CNIC No. and name; and<br>iv.Valid and functional Email address; and<br>v.Official Website address/es.<br>vi.Valid official E-mail address of the principle manufacturer for the purpose of verification of documents as and where required. | |

| | |
|---|---|
| **5.** | Please provide, in original, the bids security instrument amounting as per instructions of Bid Data Sheet and advertisement.<br>**Note:** Please also provide an attested photocopy of the same bids security document in the sealed envelope of technical Proposal. |
| **6.** | Please provide attested copies of the following Tax related valid documents:<br>**i.** National Tax Number (NTN) of the Firm for Income Tax, and<br>**ii.** Last year Income Tax Return of the Firm; and<br>**iii.** Sale Tax Registration Certificate of the Firm; and<br>**iv.** Certificate of Professional Tax of the Firm. |
| **7.** | In case of being a Manufacturer, the Firm should provide attested copies of the following documents also:<br>**i.** Valid Drugs Manufacturing License issued by the Drugs Regulatory Authority of Pakistan (DRAP) (If applicable); and<br>**ii.** Valid Product Registration Certificate issued by the DRAP for the item/s quoted by the Firm for this bidding competition (If applicable)<br>**iii.** Valid Price List of the quoted item/s (If applicable). |
| **8.** | In case of being Importers, the Firm should provide attested copies of the following documents also (where applicable):<br>**i.** Valid Drugs Sales License for the importer (If applicable); and<br>**ii.** Valid Product Registration Certificate issued by the DRAP for the imported item/s quoted by the Firm for this bidding competition (If applicable); and<br>**iii.** Valid Agency Agreement with the Foreign Principal Manufacturer entity/ies; and<br>**iv.** Valid cGMP Certificate / Quality Assurance Certificate/ Quality Control Certificate or Medical Device Management Certificate of the Principal Manufacturer for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s (duly attested from the Authorized Notary Public of the country of origin. Non provision of the same shall lead to disqualification of the firm.<br>**v.** Valid Free Sale Certificate for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s (duly attested from the Authorized Notary Public of the country of origin. Non provision of the same shall lead to disqualification of the firm.<br>**vi.** Valid Price List of the quoted items.<br>**Note:** The documents mentioned in section 8 (iv, v) of this bid form 1 shall be examined at the time of inspection by the panel of RBC expert/s in original. Non provision of this document shall lead to disqualification of the firm. |
| **9.** | The bidding Firm shall also provide an Affidavit on Judicial Stamp Paper of the value of at least Rs. 100/- (Rs. One Hundred Only)for the following undertaking:<br>**i.** I / We have carefully read the whole set of Standard Bidding Documents for this bidding competition and that I / We have fully understood and agree to all the provisions (including, but not limited to, those provided under ITB 29.1 of the Bid Data Sheet), terms and conditions, evaluation criteria, mechanism of evaluation & selection of items for which the Firm has applied for competition; and<br>**ii.** I / We fully understand and agree that the bidding competition for which I / We have applied to enter in, shall be based on merit based scoring system for the evaluation of technical bids which has inverse relationship with the rates quoted by the bidders in their financial bids submitted; and that in this situation, the lowest financial bid/s may or may not win the bidding competition; and<br>**iii.** I / We guarantee that the quote item/s are, and shall be, freely available in the market of Pakistan; and particularly in the market of Khyber Pakhtunkhwa Province; and<br>**iv.** I / We shall provide to the inspection team/s of expert/s authorized for the purpose by the Procurement Committee RBC, Peshawar Khyber Pakhtunkhwa; an uninterrupted and free access to all relevant documents, sections of the manufacturing facilities / unit, storage and warehousing facilities as well as any other area relevant, as deemed appropriate by the above mentioned team for their purpose of visit/s.<br>**v.** In case any documents submitted in relation to this bidding competition or any undertaking given by the Firm, if found incorrect or false or misleading or diverting the decision making for the competition, shall be liable to be proceeded for blacklisting for any business with / by the Procuring Entity (RBC), confiscation of bids security and / or any other lawful action as deemed appropriate by the Government of Khyber Pakhtunkhwa, including that to be taken in concert with any other body / entity of the Federal Government; and<br>**vi.** I / We have fully understood that the medical devices and items in the category A, B, C, D & E shall be evaluated / examined by expert/s nominated by the Procurement Committee (RBC) Regional Blood Centre, Peshawar at its sole discretion; and that the Firm shall fully agree and abide by the decision/opinion, whatsoever, of the said expert/s regarding the selection, or otherwise, of the quoted item/s for purchase / rate contracting. |

| | |
|---|---|
| | **vii.** I / We also undertake that submission of any false/bogus/fake/forged/ fabricated/tampered document shall lead to disqualification of our firm from this bidding competition as well as to other lawful action/s to be taken by the concerned authorities.<br>**viii.** I / We have fully understood that no such documents shall be entertained by the Procuring Agency, which is issued after due date of Bid opening. |
| **10.** | I certify and affirm that I have attached /provided all the requisite mandatory documents / information including Bids Security with this Bid and that I fully understand that any document if not provided / missing shall result in the disqualification and declaring my bid as ineligible and thus non-responsive.<br><br>Signatures: _____<br>Name: _____<br>CNIC No. _____<br>Designation: _____<br>Address: _____<br>_____ |

**Bid Form 2**

# Letter of Intention

*Bid Ref No.*
*Date of the Opening of Bids*

*Name of the Contract: {Add name, e.g, Supply of Goods, etc.}*

To: *[Name **and address of Procuring Agency]***

Dear Sir/Madam

Having examined the bidding documents, including Addenda Nos. *[insert **numbers& Date of individual Addendum]***, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the financial bid are not more than the trade price of quoted item/s in the market.

We undertake, if our bid is accepted, to deliver the Goods in accordance with terms and condition of contract agreement.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

Dated this *[insert: number]*day of *[insert: month]*, *[insert: year]*.

Signed:

In the capacity of *[insert: **title or position]***
Duly authorized to sign this bid for and on behalf of *[insert: **name of Bidder]***

# Bid Form-3

**AFFIDAVIT** *(on Judicial Stamp Paper)*

I/We, the undersigned **[Name of the Supplier]** hereby solemnly declare and undertake that:

1) I / We, the undersigned, have read the contents of the Bidding Document and have fully understood it.
2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
3) The Goods that I / We, the undersigned, propose to supply under this contract are eligible goods within the meaning of this SBD.
4) The undersigned are also eligible Bidders within the meaning of the Standard Bidding Documents.
5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
8) That undersigned has not employed any child labor in the organization/unit.
9) We understand that the Procuring Agency or any of its committees are not bound to accept the lowest or any other bid they may receive.

I / We affirm that the contents of this affidavit are correct to the best of my/our knowledge and belief.

Signatures with stamp

Name: _____

Designation: _____

CNIC No._____

For Messrs. [***Name of Supplier***]

# Bid Form-4

**Note:** ***This form is to be submitted in a separate sealed envelope to be kept within the main sealed envelope of the bid.***

**Price Schedule format for Financial Bid of Regional Blood Centre, Peshawar for two years (2026-27 & 2027-28**

1. **In case of Consumables and Medical Devices and Non-Drug Items (NDIs),** the unit price of each item shall be quoted and submitted in the following format:

| S. No. | Quoted items | Generic Name with sizes/measurements of quoted item | Trade Name of quoted item | Trade Price of quoted item (Unit price) | Rate Offered per unit in Pak. Rupees (Rs./-) |
|---|---|---|---|---|---|

# Bid Form-5

**INTEGRITY PACT** *(on Judicial Stamp Paper)*

**Declaration of Fees, Commission and Brokerage Etc. Payable by Suppliers of Consumables and Medical Devices& Non Drugs Items for Regional Blood Centre, Peshawar**
**For two years FY (2026-27 & 2027-28)**

In response to advertisement related to the bidding process / competition regarding purchase of Consumables and Medical Devices & Non Drugs Items for 2026-27 & 2027-28 for Regional Blood Centre, Peshawar, Peshawar, I, Mr./Ms. _____ s/o, d/o _____ bearing CNIC No. _____, and having the Designation of _____ in Messrs. (M/S) [***Name of Supplier***] do hereby solemnly affirm, declare and certify on behalf of M/S [***Name of Supplier***]that:

1. [***Name of Supplier***] 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; and
2. That 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; and
3. That [***Name of Supplier***] 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; and
4. That ***[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; and
5. That 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 time 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.

**Signatures with stamp**
**Name: _____**
**Designation: _____**
**CNIC No._____**
**For Messrs. [*Name of Supplier*]**

**Witness No. 1** **Witness No. 2**

(Signatures, name, father's name, CNIC & address of each Witness)

# (Bid form-6)

**REGIONAL BLOOD CENTRE, PESHAWAR, HEALTH DEPARTMENT**
**GOVERNMENT OF KHYBER PAKHTUNKHWA RATE CONTRACT AGREEMENT**
*(for successful bidders)*

## AFFIDAVIT

**THIS RATE CONTRACT AGREEMENT** is made and agreed today on the ___ day of **[Month_____],** 2026 between the Manager Regional Blood Centre Hayatabad Peshawar, Health Department, Government of Khyber Pakhtunkhwa *(hereinafter referred to as the Purchasing Agency or first party, which expression shall, where the context admits, be deemed to include the successors and / or assignee/s of the Provincial Government of Khyber Pakhtunkhwa)*; and Messrs. [***Name of Supplier***], authorized agent of M/S _____ for goods _____through Mr._____Designation _____ CNIC No. _____, *(hereinafter referred to as the Supplier or second party or he or his or him, which expression, unless repugnant to the context, means and includes their legal heir/s, successors-in-interest, assignee/s and legal representative/s)* that:
NOW THEREFORE, in consideration of the foregoing, it is hereby mutually agreed by and between the parties hereto as follows:

**I. DEFINITIONS**
The following terms have the following meanings unless the context requires otherwise:

**"Confidential Information"** means all information that relates to the business, affairs, products, developments, trade secrets, know-how, personnel, customers, patients medical records and their personal information or which may reasonably be regarded as the confidential information of the disclosing party on legal and ethical grounds;

**"Standard Terms and Conditions"** means these terms and conditions contained in this Contract;

**II.** The Contract; the following document shall be deemed to form and be read and construed as integral part of this contract, viz:
   a. The schedule of requirement (SOR), Technical Specification contained in RFP, mandatory services attached at Appendix-A, and matters ancillary thereto.
   b. The price schedule and per unit cost agreed.
   c. The Purchase order/s along with reporting time.
   d. The General Condition of Contract (GCC); and
   e. The Special condition of the contract (SCC).

## III. TERMS & CONDITIONS

### 1. TERM OF THE CONTRACT (Validity)

1.1 This Contract shall be effective from the date of signing this contract till **30-06-2028**. (Extendable as per decision by Procurement Committee RBC Peshawar)

### 2. PERFORMANCE OF THE CONTRACT

2.1. This contract shall fully be executed by the Party Two as per agreed terms and no part thereof shall be Sublette or subcontracted or assigned to any other party. The Party Two is as whole responsible for the performance of the contract and in case of any such breach relating to subletting, subcontracting and/or assignment, the Party One shall terminate the contract immediately without any notice and legal proceedings against the consultant shall be initiated.

### 3. Supply items

3.1. The supplier shall supply the items in a manner specified in relevant sections of bid solicitation documents of Regional Blood Centre for FY (2026-27 & 2027-28).

3.2. The Inspection committee shall examine the quality and quantity of the supplied items and can reject if found in contravention to any of the approved specification of bidding document.

3.3. The supplier agreed and undertakes that it shall be his / her sole responsibility for the replacement of any breakage, shortage, or any other default during the supply order within 2 weeks of the issuance of replacement order to the bidders.

3.4. The Unit price quoted by the bidder shall be: inclusive of all duties, taxes & levies as per law.

3.5. The equipment provided for section D (i.e. HBsAg, HCV, HIV and Syphilis CLIA kits) of SBDs for RBC (2026-27 & 2027-28) will be Free of Cost (FOC) basis with purchased Kits and the rates offered for the same kits will be inclusive of all types of consumables and controls, where applicable.

3.6. The Equipment provided on FOC basis for the purchased kits mentioned in point 3.5 will be the responsibility of contractor/supplier firm in relation to;

a. Service Maintenance of equipment on FOC basis
b. Electricity Back up for the equipment on FOC basis (UPS etc.)
c. Software interfacing of equipment in RBC's existing software on FOC basis.
d. RO Plant.

### 4. Expiry.

4.1. The expiry of the consumables must be 60% at the time of supply.

4.2. The firm shall replace the short expiry consumables and/or Medical Devices and/or kits and/or Non-drug items etc. within 15 days of the intimation to the supplier if the same are not utilized in time in Regional Blood Centre Hayatabad Peshawar.

4.3. The Authority at Regional Blood Centre will intimate the firm when expiry of the consumable /reagents remains 20%.

### 5. Payment.

5.1. Payment shall be made to the supplier after successful inspection by the inspection committee and test check of the consumables by the Inspection Committee.

5.2. The contractor shall submit invoice, bills/claims to the authorized officers for verification and signature who shall duly authenticate/ verify the acknowledgement of supply item before payment released to supplier.

5.3. The supplier shall certify on the bills/Claims that rate of the supplied item/kit do not exceed the approved rate.

5.4. The Purchasing Agency shall, in no case, be responsible or held responsible for any complications in making payments to Supplier that may arise from the closure of financial year, and / or lapse, and / or surrender of public funds, vis-à-vis, the standard and normal public sector financial management laws, rules, regulations, procedures and practices governing the Procuring Agency.

**6. Place of delivery.**

6.1. The supplier shall be bound to ensure supplies in compliance to the supply order of Regional Blood Centre.

6.2. The supplier shall supply the item/s within the specified time as mentioned in the supply order.

6.3. The Procuring Agency shall bear no charges on account of delivery, services or transportation of items supply.

6.4. The Supplier shall be solely responsible for 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 goods till the time of delivery and the consequences arising therefrom, if any.

6.5. The Supplier shall be solely responsible for the safe and appropriate method and mode of transportation, loading and / or unloading and staking of the supplied items till, and at the time of delivery to the destination address indicated by the Procuring Agency.

6.6. The supplier shall be bound to ensure the provision of temperature controlled items ensuring end to end cold chai facility by providing data logger/s with supplies to the procuring agency.

**7. Rates.**

7.1. The supplier shall supply the items/kits as per supply order on the approved rates.

7.2. The supplier shall not claim any increase in the rates as determined in the clause 6.3 on account of any escalation in the cost, transportation or any other service/s.

7.3. The approved rates are attached as per award list of the procuring entity.

7.4. The Firm shall provide a certificate on judicial stamp paper that rates offered are not higher than the rates already provided to any public institute/departments in Pakistan, any kind overpayment, if pointed out at any stage or by audit, the firm shall be responsible for recovery of overpayment.

**8. Disputes Resolution.**

The occurrence of dispute and its handling shall be as under;

8.1. All disputes between the party/ies arising out of this agreement or in relation thereto, as the case may be, the supplier shall make every effort to resolve amicably by direct negotiation or through change management process for operational arrangements and matters ancillary thereto to make on any disagreement or dispute arising between them under or in connection with the contract and/or supplies. However, despite such negotiation if the Procuring Agency & Supplier have been unable to resolve amicably a contract dispute, either party may refer the case regarding the interpretation of any clause of this agreement, as the case may be, to dispute resolution committee of RBC notified for this purpose.

8.2. That it is binding upon parties to make every effort through negotiation, change management process and contract amendments where required in order to resolve all the disputes or disagreements amicably under or in connection with execution of this contract.

8.3. In such a situation where both parties are unable to resolve amicably a dispute, the matter shall be referred to the Dispute Resolution Committee (DRC) duly constituted by Secretary

Health Govt. of Khyber Pakhtunkhwa. The decision of the DRC shall be final and binding upon the parties.

**9. Termination of the contract.**

9.1. It is agreed and declared by the parties that the Procuring Agency is empowered to terminate this contract agreement at any time.

9.2. It is further agreed by the parties that 15 `days advance notice shall be served on the supplier for termination of this agreement.

9.3. Party One by virtue of this contract also warrants to unilaterally and immediately terminate the contract in case of breach of confidentiality clause.

**10. Supersession of all prior understanding.**

10.1. It is agreed and declared by the parties that this agreement constitutes the sole understanding with respect to the subject matter hereof and supersede all the prior understanding written or verbal between the parties.

10.2. It is further agreed between the parties that the Procuring Agency has the power to amend the terms and condition of this agreement. However, the said amendment shall not in any way cause any financial loss to the parties.

**11. Indemnity**

**11.1** Notwithstanding any rights, duties and/or Managerial Action taken and or to be taken and or any power exercised by the client with regard to execution of this contract, the Consultant agrees to indemnify them for any loss or damage incurred upon the Consultant in any manner.

**12. Penalty.**

12.1. In case of default by the supplier, the Procuring Agency has the right and authority to make alternate arrangement and proceed against the supplier as given bellow.

12.2. Purchase at supplier risk and cost which shall be met from the security deposit at the prevailing market rate.

12.3. Blacklisting of the firm in light of Rule 44 of KPPRA Rules 2014.

12.4. Upon delay in supply from thirty-one to forty-five (31 to 45) days, a lump sum penalty amounting to three per cent (03%) of the total quoted price of such goods, whose supply was delayed out of the same supply order as issued to the Supplier, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Procuring Agency.

12.5. Upon delay in supply from forty-six days up to sixty days (46 to 60), instead of three per cent (03%) as in clause- 12.4 above, a lump sum total penalty amounting to seven per cent (07%) of the total quoted price of such goods, whose supply was delayed out of the same supply order as issued to the Supplier, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Procuring Agency.

12.6. In case of delay in supply beyond sixty days, as in clause-12.5 above, the supply order issued by the Procuring Agency shall stand cancelled to the extent of non-supplied items and in such a case, the Procuring Agency shall have the right, duty and authority to impose any or all of the below mentioned penalties; that is

12.6.1. Forfeiting the bids security and / or performance guarantee of the Supplier as related to this contract agreement; and / or

12.6.2 Immediately debarring the Supplier from future participation and business for at least next three (03) calendar years with the Government of Khyber

Pakhtunkhwa through Regional Blood Centre or any other health institution, project and / or Program directly or indirectly run or implemented by or through the provincial Health Department or Purchasing Agencies in the Province, as defined in the SBDs.

12.6.3 Initiating the process for and recommending for permanent blacklisting of the Supplier with the Procuring Agencies.

**13. Taxes and Duties.**

13.1. The supplier agree and undertakes that incase of change in any Tax, Duty or Levy imposed by the Federal Government or Local Body will be applicable as per FBR/Govt. Notification.

13.2. All Taxes on any item of supply prior to the delivery of item shall be borne by the supplier.

**14. Performance Guarantee/Security:**

14.1. In case of initial supply order the performance security shall be submitted prior to contract award / signing of contract, however, for subsequent supply orders the performance security shall be submitted within 15 days of placement of supply order.

14.2. Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause (12.1) above.

**15. Force Majeure**

The occurrence and handling of Force majeure is as follows;

15.1 In case of situation related to Force Majeure the consultant shall inform the client in writing about the situation immediately without delay along with supporting proof through the fastest lawful available means of communication except email and request the client for grant of extension in time for submission of test report.

15.2 The client in case of being fully satisfied with genuineness of the situation arising from Force Majeure may extend the period of submission of test report and/or cancellation of the contract as the case may be.

**16. Law & Jurisdiction**

All terms of this agreement are subject to the jurisdiction of Government of Pakistan and are subject to all Laws & Regulation therein. Any claim against either the purchasing agency or the supplier will be subject to a hearing in Peshawar High Court Peshawar.

**17. Miscellaneous**

18.1 The parties have agreed that in this agreement the time is of the essence.

18..2 All duties and liabilities are subject to "seller" under the Laws of Pakistan.

18.3 Notwithstanding any rights, duties and / or remedial measures and / or Managerial actions taken and / or to be taken and / or any powers exercised and / or to be exercised by the Procuring Agency with regard to the execution of this contract agreement, the Supplier agrees to indemnify all of them for any loss or damage incurred or inflicted upon by them in individual or official capacity upon the Supplier whether through any of their actions and / or practices and / or otherwise.

**For the Purchaser:**
**----------**
**Regional Blood Centre, Phase 4, Hayatabad, Peshawar.**

**Assignee of the supplier** **Assignee of the RBC**

Representative Manager
NIC#
Address#
Contact #

| | |
|---|---|
| **WITNESS NO. 1**<br>**Signature:**<br>**Name:**<br>**Father's Name:**<br>**Address:**<br>**CNIC No.** | **WITNESS NO. 2**<br>**Signature:**<br>**Name:**<br>**Father's Name:**<br>**Address:**<br>**CNIC No.** |

## Schedule -1

## Regional Blood Centre, Peshawar (2026-27 & 2027-28)

1. **Name and Address of Supplier:**

2. **List of Selected Item/s from the Supplier along with quoted unit price/s:**