



**PUBLIC HEALTH REFERENCE LAB(PHRL)**

**STANDARD BIDDING DOCUMENTS**  
**FOR NATIONAL COMPETITIVE BIDDING**  
**PAKISTAN**

**FOR**

**PROCUREMENT OF CHEMICALS / CONSUMABLES FOR**  
**PHRL, HAYATABAD PESHAWAR**

## **PART ONE (UNCHANGABLE)**

- 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 International Competitive Bidding (ICBs) vides 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 contain 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

<b>1. Source of Funds</b>	1.1	<p>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.</p>
	1.2	<p>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.</p>
	1.3	<p>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.</p>
<b>2. Eligible Bidders</b>	2.1	<p>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.</p>
	2.2	<p>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.</p>



	2.3	Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa.
	2.4	Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014.
<b>3. Eligible Goods and Services</b>	3.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
	3.2	For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of goods and services is distinct from the nationality of the Bidder.
<b>4. Cost of Bidding</b>	4.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		<b>B. The Bidding Documents</b>
<b>5. Content of Bidding Documents</b>	5.1	The bidding documents include: <ul style="list-style-type: none"> <li>a) Instructions to Bidders(ITB)</li> <li>b) Bid DataSheet</li> <li>c) General Conditions of Contract(GCC)</li> <li>d) Special Conditions of Contract(SCC)</li> <li>e) Schedule of Requirements</li> <li>f) Technical Specifications</li> <li>g) Bid Form and Price Schedules</li> <li>h) Bid Security Form</li> <li>i) Contract Form</li> </ul>

		<p>j) Performance Security Form</p> <p>k) Manufacturer's Authorization Form</p>
	5.2	The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
<b>6. Clarification of Bidding Documents</b>	6.1	An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for Documents clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
<b>7. Amendment of Bidding Documents</b>	7.1	At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by 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, at its discretion, may extend the deadline for the submission of bids.
<b>C. Preparation of Bids</b>		
<b>8. Language of Bid</b>	8.1	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
<b>9. Documents Comprising the Bid</b>	9.1	The bid prepared by the Bidder shall comprise the following components: <p>a) a Bid Form and a Price Schedule completed in</p>

		<p>accordance with ITB Clauses 10, 11, and 12</p> <p>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;</p> <p>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</p> <p>d) bid security furnished in accordance with ITB Clause 15.</p>
<b>10. Bid Form</b>	10.1	The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
<b>11. Bid Prices</b>	11.1	The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
	11.2	Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
	11.3	The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
	11.4	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
<b>12. Bid Currencies</b>	12.1	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
<b>13. Documents Establishing Bidder's</b>	13.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
<b>Eligibility and Qualification</b>	13.2	The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible

		country as defined under ITB Clause 3.
	13.3	<p>The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency’s satisfaction:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;</li> <li>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</li> <li>d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</li> </ul>
<b>14. Documents Establishing Goods’ Eligibility and Conformity to Bidding Documents</b>	14.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
	14.2	The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	14.3	<p>The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> <li>a) a detailed description of the essential technical and performance characteristics of the goods;</li> <li>b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency;and</li> <li>c) an item-by-item commentary on the Procuring agency’s Technical Specifications demonstrating</li> </ul>

		substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
	14.4	For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensuresubstantialequivalencetothosedesignatedinthe Technical Specifications.
<b>15. Bid Security</b>	15.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
	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: 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 b) irrevocable en cashable on-demand Bankcall-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: a) if a Bidder withdraws its bid during the period of bid

		<p>validity specified by the Bidder on the Bid Form; or</p> <p>b) in the case of a successful Bidder, if the Bidder fails:</p> <p>i. to sign the contract in accordance with ITB Clause 32;</p> <p style="text-align: center;">or</p> <p>ii. to furnish performance security in accordance with ITB Clause 33.</p>
<b>16. Period of Validity of Bids</b>	16.1	Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.
	16.2	In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.
<b>17. Format and Signing of Bid</b>	17.1	The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
	17.2	The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
	17.3	Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
	17.4	The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
		<b>D. Submission of Bids</b>
<b>18. Sealing and Marking of Bids</b>	18.1	The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

	18.2	The inner and outer envelopes shall: <ul style="list-style-type: none"> <li>a. be addressed to the Procuring agency at the address given in the Bid Data Sheet; and</li> <li>b. bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.</li> </ul>
	18.3	The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.
	18.4	If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid’s misplacement or premature opening.
<b>19. Deadline for Submission of Bids</b>	19.1	Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
	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.
<b>20. Late Bids</b>	20.1	Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
<b>21. Modification And Withdrawal of Bids</b>	21.1	The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
	21.2	The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
	21.3	No bid may be modified after the deadline for submission of bids.
	21.4	No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal

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



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

	25.4	<p>For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:</p>
		<p>a. Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.</p> <p>b. Delivery schedule.</p> <p>i. The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery “adjustment” will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.</p> <p style="text-align: center;">or</p> <p>ii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.</p> <p style="text-align: center;">or</p> <p>iii. The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.</p> <p>c. Deviation in payment schedule:</p> <p>i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be</p>

	<p>evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.</p> <p style="text-align: center;">or</p> <p>ii. The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid DataSheet.</p> <p>d. Cost of spareparts.</p> <p>i. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bidprice.</p> <p style="text-align: center;">or</p> <p>ii. The Procuring agency will draw up a list of high- usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid DataSheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bidprice.</p> <p style="text-align: center;">or</p> <p>iii. The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added</p>
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	<p style="text-align: center;">to the bid price for evaluation.</p> <p>e. Spare parts and after sales service facilities in the Procuring agency's country.</p> <p>The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.</p> <p>f. Operating and maintenance costs.</p> <p>Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.</p> <p>g. Performance and productivity of the equipment.</p> <p style="padding-left: 40px;">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.</p> <p style="padding-left: 40px;">or</p> <p style="padding-left: 40px;">ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.</p> <p>h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.</p> <p>The relevant evaluation method shall be detailed in the Bid</p>
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		Data Sheet and/or in the Technical Specifications.	
<b>Alternative</b>	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
		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.	
<b>26. Contacting the Procuring Agency</b>	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 contractaward may result in the rejection of the Bidder'sbid.	
		<b>F. Award of Contract</b>	
<b>27. Post-qualification</b>	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 Clause13.3.	
	27.2	The determination will take into account the Bidder's	

		financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.
	27.3	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
<b>28. Award Criteria</b>	28.1	Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contracts satisfactorily.
<b>29. Procuring agency's Right to Vary Quantities at Time of Award</b>	29.1	The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
<b>30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids</b>	30.1	The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
<b>31. Notification of Award</b>	31.1	Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
	31.2	The notification of award will constitute the formation of the Contract.
	31.3	Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

<b>32. Signing of Contract</b>	32.1	At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
	32.2	Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
<b>33 Performance Security</b>	33.1	Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
	33.2	Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.
<b>34. Corrupt or Fraudulent Practices</b>	34.1	<p>The Government of Khyber Pakhtunkhwa requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPP Act, 2009 and Rules made thereunder:</p> <p>a. defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> <li>i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</li> <li>ii. "Fraudulent practice" means a misrepresentation</li> </ul>

		<p>of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;</p> <p>b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.</p>
	34.2	Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.
<b>36. Integrity Pact</b>	35.1	The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.



**Part One - Section II.**

**General Conditions of Contract**

## **Notes on the General Conditions of Contract (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

<p><b>1. Definitions</b></p>	<p>1.1</p>	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>a. “The Contract” means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</li> <li>b. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</li> <li>c. “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.</li> <li>d. “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.</li> <li>e. “GCC” means the General Conditions of Contract contained in this section.</li> <li>f. “SCC” means the Special Conditions of Contract.</li> <li>g. “The Procuring agency” means the organization purchasing the Goods, as named in SCC.</li> <li>h. “The Procuring agency’s country” is the country named in SCC.</li> <li>i. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.</li> <li>j. “The Project Site,” where applicable, means the place or places named in SCC.</li> <li>k. “Day” means calendar day.</li> </ul>
<p><b>2. Application</b></p>	<p>2.1</p>	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
<p><b>3. Country of Origin</b></p>	<p>3.1</p>	<p>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.</p>
	<p>3.2</p>	<p>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</p>

		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.
<b>4. Standards</b>	4.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
<b>5. Use of Contract Documents and Information; Inspection and Audit by the Government</b>	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.
<b>6. Patent Rights</b>	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.
<b>7. Performance Security</b>	7.1	Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	7.3	The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:  a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or  b. a cashier's or certified check.

	7.4	The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
<b>8. Inspections and Tests</b>	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.
<b>9. Packing</b>	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.
<b>10. Delivery and Documents</b>	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.
<b>11. Insurance</b>	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.
<b>12. Transportation</b>	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 ContractPrice.
<b>13. Incidental Services</b>	13.1	<p>The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the suppliedGoods;</li> <li>b. furnishing of tools required for assembly and / or maintenance of the suppliedGoods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the suppliedGoods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract;and</li> <li>e. training of the Procuring agency's personnel, at theSupplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul>
	13.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similarservices.
<b>14. Spare Parts</b>	14.1	<p>As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by theSupplier:</p> <ul style="list-style-type: none"> <li>a. such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract;and</li> <li>b. in the event of termination of production of the spareparts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure neededrequirements;</li> <li>ii. following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, andspecifications</li> </ul> </li> </ul>

		of the spare parts, if requested.
<b>15. Warranty</b>	15.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
	15.3	The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
	15.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
	15.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.
<b>16. Payment</b>	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.
<b>17. Prices</b>	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.
<b>18. Change Orders</b>	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:  a drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency; b. the method of shipment or packing; c. the place of delivery; and/or d. the Services to be provided by the Supplier.
	18.2	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 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.
<b>19. Contract Amendments</b>	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.
<b>20. Assignment</b>	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.
<b>21. Subcontracts</b>	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.
<b>22. Delays in the Supplier's Performance</b>	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.
<b>23. Liquidated Damages</b>	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.
<b>24. Termination for Default</b>	24.1	<p>The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>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</li> <li>b. if the Supplier fails to perform any other obligation(s) under the Contract.</li> <li>c. if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> </ul> <p>For the purpose of this clause:</p> <p>“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.</p>
	24.2	In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
<b>25. Force Majeure</b>	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.
<b>26. Termination for Insolvency</b>	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.
<b>27. Termination for Convenience</b>	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) 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: <ul style="list-style-type: none"> <li>a. to have any portion completed and delivered at the Contract terms and prices; and/or</li> <li>b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</li> </ul>
<b>28. Resolution of Disputes</b>	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.
<b>29. Governing Language</b>	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.
<b>30. Applicable Law</b>	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.
<b>31. Notices</b>	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.

<b>32. Taxes and Duties</b>	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.



## **PUBLIC HEALTH REFERENCE LAB (PHRL)**

### **Standard Bidding Documents**

**For National Competitive Bidding  
Pakistan**

**For**

**PROCUREMENT OF CHEMICALS & CONSUMABLES  
FOR PHRL, HAYATABAD PESHAWAR**

#### **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**

**For Procurement of Chemicals Consumable and Nitrile Gloves for Public Health  
Reference Lab (PHRL)**

The Khyber Medical University, Peshawar invites sealed bids under National Competitive Bidding from Manufacturers & authorized/sole agents duly registered with Sales Tax, Income Tax (who are on ACTIVE TAX PAYERS LIST of FBR) and Excise & Taxation Department of Khyber Pakhtunkhwa for the Procurement of Chemical & Consumables for Public Health Reference Lab (PHRL).

Bidding shall be conducted through Single Stage – Single Envelope Bidding Procedure. A single sealed package containing single sealed envelope in the outer sealed package as per KPPRA Rules-2014. Inside sealed envelope shall single envelope contain financial bids to be clearly marked in bold & legible letters as Financial Bid/Offer.

The Bidding Documents can be downloaded from the following official websites:  
[www.kmu.edu.pk](http://www.kmu.edu.pk)

The Bid may be dropped in the tender box placed in the KMU Administration Block, Peshawar positively by 09/03/2022 (1100 hours), which will be opened on the same day at 1130 hours (09/03/2022) in the presence of those bidders or their representatives, who choose to attend the process. Bid submitted after 1100 hours or dropped other than the mentioned one shall not be entertained and shall be returned unopened.

Taxes will be deducted as per Govt: Rules.

The KMU reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Procurement Rules 2014.

**Chairman Purchase Committee**  
**Khyber Medical University, Peshawar**



**Section II. Bid Data Sheet**  
**BID DATA SHEET**

<b>ITB Ref.</b>	<b>Introduction/Description</b>	<b>Detail</b>
<b>ITB 1.1</b>	Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	KMU-PHRL, Phase 5, Hayatabad Peshawar
<b>ITB 1.1</b>	Loan or credit or Project allocation number. Loan or credit or Project allocation amount.	Not Applicable
<b>ITB 1.1</b>	Name of Project	Procurement of Chemicals, Consumables and Nitrile Gloves for KMU-PHRL, Phase 5, Hayatabad Peshawar
<b>ITB 1.1</b>	Name of Contract	Individual Contract
<b>ITB 4.1</b>	Name of Procuring agency.	Khyber Medical University, Phase 5, Hayatabad Peshawar
<b>ITB 6.1</b>	Procuring agency's address, telephone, telex, and facsimile, numbers.	KMU, Phase 5, Hayatabad Peshawar Tel No: 091- 9217240, Email: <a href="mailto:posection@kmu.edu.com">posection@kmu.edu.com</a>
<b>ITB 8.1</b>	Language of the bid.	English
<b>Bid Price and Currency</b>		
<b>ITB 11.2</b>	Price quoted shall be:	Pakistan Rupees (Rs.)
<b>ITB 11.5</b>	The price shall be fixed	The price shall be fixed and valid till 30 <sup>th</sup> June 2022
<b>Preparation and Submission of Bids</b>		
<b>ITB 13.3 (d)</b>	Qualification requirements.	I. Manufacturers & authorized/ sole agents for consumables, medical devices and Screening Kits. II. For medical devices registration / enlistment with DRAP is required, if applicable.
<b>ITB 14.3 (b)</b>	Spare parts required for -----of years of operation	1) Three Years free of cost provision of services and spare parts under warranty period. 2) Two Years free of cost service without spare parts. 3) Ten Years parts availability in market and will provide certificate for the same.
<b>ITB 15.1</b>	Amount of bid security.	2% of the Bid for chemical & consumables value from each bidder in the shape acceptable as per KPPRA Act & Rules except PO in the name of Treasurer, KMU.
<b>ITB 16.1</b>	Bid validity period.	09/03/2022
<b>ITB 17.1</b>	Number of copies.	One (original bid)
<b>ITB 18.2 (a)</b>	Address for bid submission.	TenderBox, MainAdminBlock, KMU, Phase5, Hayatabad Peshawar.
<b>ITB 18.2 (b)</b>	IFB title and number.	For Procurement of Chemical and Consumables

		for PHRL for FY 2021-22
<b>ITB 19.1</b>	Deadline for bid submission.	<b>Before and up to 11:00 AM, 09<sup>th</sup> March, 2022</b>
<b>ITB 22.1</b>	Time, Date, and Place for bid opening.	<b>11:30 hours, 09<sup>th</sup> March, 2022</b> Committee Room, KMU, Phase 5, Hayatabad Peshawar.
<b>Bid Evaluation</b>		
<b>ITB 25.3</b>	Criteria for bid evaluation.	Bids will be evaluated by Technical Committee through sample evaluation or specifications provided by the firm. While contract will be awarded to lowest financial bidder technical qualified by KMU Technical Committee.
<b>ITB 25.4(a)</b>	One option only	Not Applicable
<b>ITB 25.4(b)</b>	Delivery schedule. Relevant parameters in accordance with option selected.	
<b>Option I</b>	Adjustment expressed as a percentage, or adjustment expressed in an amount in the currency of bid evaluation, or adjustment expressed in an amount in the currency of bid evaluation.	Not Applicable
<b>Option II</b>		
<b>Option III</b>		
<b>ITB 25.4 (c)(ii)</b>	Deviation in payment schedule. Annual interest rate.	Not Applicable
<b>ITB 25.4 (d)</b>	Cost of spare parts.	Not Applicable
<b>ITB 25.4 (e)</b>	Spare parts and after sales service facilities in the Procuring agency's country.	Not Applicable
<b>ITB 25.4 (f)</b>	Operating and maintenance costs.	Not Applicable
<b>ITB 25.4 (g)</b>	Performance and productivity of equipment.	Not Applicable
<b>ITB 25.4 (h)</b>	Details on the evaluation method or reference to the Technical Specifications	As in section on Technical Evaluation of bids.
<b>ITB 25.4 alternative</b>	Specify the evaluation factors.	Not Applicable
<b>Contract Award</b>		
<b>ITB 29.1</b>	Percentage for quantity increase or decrease.	Depends upon nature of pandemic and demand of the lab

## Section III. Special Conditions of Contract

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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 Clause1)**

GCC1.1 (c) The Goods are: Chemical& Consumables.

GCC1.1 (g) **The Procuring& Purchasing Agency is: Khyber Medical University,**  
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: Procurement wing, KMU 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 Chairman Purchase Committee, KMU, 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 Clause3)**

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: Eight (8%) percent of the Supply order / working order subject to following conditions.

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.

- 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 samples for compliance of Technical Evaluation shall be conducted by the KMU-PHRL expert/s constituted by the Procurement Committee of KMU-PHRL 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 samples to verify the status of conformance with specification for the quoted item/s as laid down in the BSD.
- 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 of samples as mentioned in these BSDs for various categories of Suppliers.
- iii. Any other appropriate method/arrangements may be adopted by the Purchase & Technical Committee of KMU 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 KMU 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 Clause11)**

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 Clause13).**

**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 there under, 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 Equipment & Glassware and other 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-15 or till the expiry date of goods supplied, whichever is later.

**12. Payment (GCC Clause16):**

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 Clause17)**

- 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 Clause23)**

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

**15. Disputes Resolution (GCC Clause28)**

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 Clause29)**

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

**17. Applicable Law (GCC Clause30)**

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 Act2012
- ii. The KPPRA Rules2014
- 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) Act1991
- vii. The Bonded Labour System (Abolition) Act of1992
- viii. The Factories Act1934
- ix. The Contract Agreement Act1872
- x. Environmental Protection Act Khyber Pakhtunkhwa2014

**18. Notices (GCC Clause31)**

GCC 31.1—Procuring Agency address for notice purposes:

**Office of the Chairman Purchase Committee, Hayatabad Phase 5, Peshawar, Khyber Pakhtunkhwa.**

Tel: 091-9217703

Email: posection@kmu.edu.pk

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

**19. Duties & Taxes (GCC clause32)**

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

## Section IV. Schedule of Requirements

Sr No.	Items	Specifications	Qty
1	<b>Microbial detection API strips 20E</b>	4-hour identification of Enterobacteriaceae, must be supplied with all chemicals and consumables, training and analysis software, long shelf life (1-year approx.), CE-IVD marked, pack of 25	500 strips
2	<b>Blood agar</b>	BLOOD AGAR BASE NO.2, An improved Blood Agar Base possessing enhanced nutritional properties suitable for the cultivation of fastidious pathogens and other micro-organisms. <u>Typical Formula</u> , Proteose peptone 15.0 gm/litre, Liver digest 2.5 gm/litre Yeast extract 5.0 gm/litre, Sodium chloride 5.0 gm/litre, Agar 12.0 gm/litre, pH 7.4 ± 0.2 @ 25°C, pack of 1000 grams	1000 grams
3	<b>Blood Culture Bottles (Adult Set)</b>	ADULT SET, Aerobic/F bottle – lid with flip-off cap Lytic/10 Anaerobic/F bottle – Purple lid & flip-off cap Optimum blood draw is 8-10 ml in each bottle, compatible with BD Bactec 9050, if the culture bottles are not compatible the bidder must provide compatible machine on free of cost/ placement/ Reagent rental Basis. CE and IVD marked, FDA Approved, long shelf life (1-year approx)	2000 bottles
4	<b>Blood Culture Bottles (Paediatric Set)</b>	PAEDIATRIC BOTTLE, Peds Plus/F bottle - silver lid with pink flip-off cap Optimum blood draw is 1-3 ml. compatible with BD Bactec 9050, if the culture bottles are not compatible the bidder must provide compatible machine on free of cost/ placement/ Reagent rental Basis. CE and IVD marked, FDA Approved, long shelf life (1-year approx.)	2000 bottles
5	<b>Coverslip</b>	Glass cover slip with Dimension 18*18 mm.	1000 Pcs
6	<b>Culture Plates / Petri Dish</b>	Polystyrene, RNase/Dnase free, Non-Pyrogenic, Disposable and sterilized 90*20mm Plastic Petri Dish	6000 pcs
7	<b>Disk Dispenser</b>	Antimicrobial Susceptibility Disk Dispenser, For Use With, (Equipment): 100mm diameter plates, No. of Places: 8 Disc Cartridges, Product type: Antimicrobial Susceptibility Disc Dispenser, Certifications/Compliance: For use only with Oxoid Antimicrobial Susceptibility, Discs, Packaging: 1 Dispenser/PK, Unit Size: Each. CE and IVD marked. 2-year service and parts warranty, 6-monthly calibration and maintenance inspections must	2



8	<b>Gram Stain Kit</b>	Type 250ml/Bottle, Quantity 4/kit, Certifications/Compliance: CE MARKED, Includes: Crystal Violet: Decolorizer: Iodine: Safranin: Plastic Tray, Unit Size: Each	2 kits
9	<b>Glass Jar with lid for Media Preparation (500ml)</b>	Autoclavable, Transparent with screw lid, graduated measurement	10
10	<b>Glass Jar with lid for Media Preparation (1000ml)</b>	Autoclavable, Transparent with screw lid, graduated measurement	10
11	<b>Loop Sterilizer</b>	Electrical loop Sterilizer Designed to sterilize inoculation loops, needles and, culture tube mouths with infrared heat safely and conveniently, preventing, infectious splatter and cross-contamination, especially suitable for used in, anaerobic chambers, should be made of good quality ceramic or stainless-steel wit stability and must have multiple needle holders, Center high-temperature up to 825°C±50°C, ensure to complete sterilizations within 5-7s.	2
12	<b>MacConkey Agar</b>	MACCONKEY AGAR, A differential medium for the isolation of, coliforms and intestinal pathogens in water, dairy products and biological specimens. <u>Typical Formula</u> , Peptone 20.0 gm/litre, Lactose 10.0 gm/litre, Bile Salts 5.0 gm/litre, Sodium Chloride 5.0 gm/litre, Neutral red 0.075 gm/litre, Agar 12.0 gm/litre, pH 7.4 ± 0.2	1000 grams
13	<b>Metallic wire loop</b>	Good Quality ,10µL Loop,1µL Loop	24 (12 each size)
14	<b>Muller Hinton Agar</b>	MUELLER-HINTON AGAR, An antimicrobial susceptibility testing, medium which may be used in internationally recognised standard procedures., <u>Typical Formula</u> , Beef, dehydrated infusion from 300.0 gm/litre, Casein, hydrolysate gm/litre, Starch gm/litre, Agar gm/litre, pH 7.3 ± 0.1 @ 25°C	1000 g
15	<b>Oil Immersion</b>	cedar wood oil	2 Liters
16	<b>Salmonella Chromogenic Agar Base</b>	SALMONELLA CHROMOGENIC AGAR BASE, Salmonella, Chromogenic Medium is a selective and differential agar base the identification of Salmonella species from other organisms in the family Enterobacteriaceae.	500 grams
17	<b>Salmonella Selective Supplement</b>	Special Peptone 10.0 gm/liter, Chromogenic Mix 28.0 gm/litre, Agar 12.0 gm/litre,pH 7.2 ± 0.2 @ 25°C gm/litre	100 Grams
18	<b>Salmonella Shigella agar (SS agar)</b>	SALMONELLA SELECTIVE SUPPLEMENT, Vial contents (each vial is sufficient for 500ml of medium), Cefsulodin 6.0mg per vial, 12.0	1000 grams

		mg/litre, Novobiocin 2.5 mg per vial, 5.0mg/litre	
19	<b>Slide staining rack</b>	Steel slide staining rack, compatible with common slide sizes	2
20	<b>Slides</b>	Glass slides, for routine microbiology staining, frosted on one side for labeling  , ground edges	1000 Slides
21	<b>Swab stick</b>	Disposable Swab stick for bacterial lawn preparatopm. Cotton buds, length 150 mm approx., handle diameter 2.5mm, outer diameter 2mm approx.	1000
22	<b>Test Tubes</b>	Glass test tubes with screw caps, volume 5-10 ml, autoclavable	1000
23	<b>Distilled water ampoule</b>	Distilled water 5 ml glass ampoules	500
24	<b>Alcohol swab</b>	Alcohol pads, individually wrapped, sealed.	5 boxes (pack of 200)
25	<b>Antibiotic discs</b>	Ceftriaxone 30 ug, Ampicillin 10ug, Ciprofloxacin 5 ug,Co-trimoxazole 30 ug, Chloramphenicol 30 ug, Azithromycin 15ug and Meropenem 30 ug antimicrobial sensitivity discs	<b>200 Discs each</b>
26	<b>Pipette Filler / motorized pipette / pipette gun</b>	Voltage 2 x 1.2 V,For Use With (Equipment) Glass or plastic from 0.1mL to 100mL, Compatible Tips Cone shape, Includes Pipet Filler, Charger, Desktop Stand, Wall mount bracket, Two spare membrane filters: 0.20µm and 0.45µm, Instruction manual, Warranty Card, batteries,Finger Style Push button,Grip Type Soft push button,Electrical Requirements 2 x 1.2V/ 1000mAh NiMH batteries, Number of Speeds 3,Volume (Metric) 0.1 to 100 mL. Type Pipet Controller,ColorBlue,Battery Type 1000mAh NiMH batteries, Recharge Time 2 to 2 hours,Filter Type Hydrophobic PTFE membrane filter	3
27	<b>Glass Pipettes, 2ml</b>	tissue cluture grade, sterile, individually wrapped, autoclavable, graduated, barrier, 2ml	200
28	<b>Glass Pipettes, 5ml</b>	tissue culture grade, sterile, individually wrapped, autoclavable, graduated, barrier, 5 ml	200
29	<b>Glass pipettes, 10 ml</b>	tissue culture grade, sterile, individually wrapped, autoclavable, graduated, barrier, 10 ml	200

30	<b>Gloves</b>	non-sterile, Powder Free, Long Sleeves, good elasticity, Nitrile, three sizes (Small Medium, Large, Extra-large), CE marked	1000 boxes, (if pack 100) size
31	<b>Ethanol / Alcohol</b>	Commercial grade	1000 liter

## Section V. Technical Specifications

### **Technical Evaluation Criteria for Chemical & Consumables**

- a) The Technical bids will be evaluated by KMU technical committee/Sub Committee through detail specifications review or KMU technical evaluation committee/ Sub Committee may ask for samples for technical evaluation. If the committee ask for samples the bidders will be bound to provide samples free of cost for technical evaluation to KMU technical committee at PHRL Store (Mentioning firm name on every sample submitted in PHRL store). If any firm do not meet specifications criteria or failed to provide sample will be rejected by technical committee will not be part of financial evaluation.
- b) KMU technical committee will report technically qualified/disqualified bidders and only technically qualified firms will be part of financial evaluation.
- c) Lowest financial bid of technically qualified bidder will be awarded contract.

## Section VI. Sample Forms

### MANDATORY STANDARD FORMS (1 to 6)

<b>BIDFORM1:</b>	<b>BID COVER SHEET</b>
<b>BIDFORM2:</b>	<b>LETTER OF INTENTION</b>
<b>BIDFORM3:</b>	<b>AFFIDAVIT</b>
<b>BIDFORM4</b>	<b>PRICE SCHEDULE FORMAT FOR FINANCIAL BID</b> (To be submitted in separate sealed envelope)
<b>BIDFORM5</b>	<b>INTEGRALITY PACT</b>
<b>BIDFORM6</b>	<b>CONTRACT AGREEMENT</b> (for information only, shall be signed by the successful bidder 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:	
<b>1.</b>	Please indicate whether the firm is: i. Manufacturer, or ii. Importer, or iii. Authorized dealer/ sole agent iv. Both; Manufacturer as well as Importer For various items offered for this bidding competition.	
<b>2.</b>	Please indicate out of the following category/ies, under which the Firm is applying for bidding: i. Major Equipment ii. Minor Equipment iii. Chemical iv. Glassware v. Furniture	
<b>3.</b>	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: i. Owner/Proprietor of the Firm; and ii. Managing Director / CEO of the Firm; and 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.  <b>Note:</b> 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.	
<b>4.</b>	Please provide the following valid information regarding applicant Firm: i. Complete street address of the: a. Head Office b. Main warehouse; and ii. Valid & working official Landline Phone and Fax Numbers; and iii. Valid Mobile phone number/s of the Focal Person registered which should be registered his/her CNIC No. and name; and iv. Valid and functional Email address; and v. Official Website address/es. vi. Valid official E-mail address of the principle manufacturer for the purpose of verification of documents as and where required.	

5.	<p>Please provide, in original, the bids security instrument amounting as per instructions of Bid Data Sheet and advertisement.  <b>Note:</b>Please also provide an attested photocopy of the same bids security document in the sealed envelope of technical Proposal.</p>
6.	<p>Please provide attested copies of the following Tax related valid documents:</p> <ul style="list-style-type: none"> <li>i. National Tax Number (NTN) of the Firm for Income Tax, and</li> <li>ii. Last year Income Tax Return of the Firm; and</li> <li>iii. Sale Tax Registration Certificate of the Firm; and</li> <li>iv. Certificate of Professional Tax of the Firm.</li> </ul>
7.	<p>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:</p> <ul style="list-style-type: none"> <li>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 &amp; selection of items for which the Firm has applied for competition; and</li> <li>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</li> <li>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</li> <li>iv. I / We shall provide to the inspection team/s of expert/s authorized for the purpose by the Purchase Committee KMU, 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.</li> <li>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 (KMU), 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</li> <li>vi. I / We have fully understood that the medical devices and items in the category mentioned in these BSDs shall be evaluated / examined by expert/s nominated by the Procurement Committee (KMU) Khyber Medical University, 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.</li> <li>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.</li> <li>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.</li> </ul>
8.	<p>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.</p> <p>Signatures: _____</p> <p>Name: _____</p> <p>CNIC No. _____</p> <p>Designation: _____</p> <p>Address: _____</p>

## **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: *[Khyber Medical University]*

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 envelopetobe kept within the main sealed envelope of the bid.*

### **PriceScheduleformatforFinancialBidofKhyberMedicalUniversity.PHRLforthe year2021-21**

1. **In case of Chemicals & Glassware,**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	Rate Offered per unit in Pak. Rupees (Rs./- )

2. **In case of Major & Minor Equipement**the unit price of each item shall be quoted and submitted in the following format:

S. No.	Quoted items	Country of origin	Make	Model	Trade Name of quoted item	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 Equipment, Kit & Chemical/ Consumables for Khyber Medical University, PHRL FY 2021-22**

In response to advertisement related to the bidding process / competition regarding purchase of Chemical/ Consumables and Equipments/ Kts for Khyber Medical University, PHRL, 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [*name of Supplier*] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

**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)**

**KHYBER MEDICAL UNIVERSITY, IPS, CONTRACT AGREEMENT (for successful bidders)**

**AFFIDAVIT**

**THIS RATE CONTRACT AGREEMENT** is made and agreed today on the day of [Month \_\_\_\_\_], 2021 between the Vice Chancellor KMU Hayatabad Peshawar, Khyber Pakhtunkhwa (*hereinafter referred to as the Purchasing Agency or first party*) 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:

**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**

**3. 1. TERM OF THE CONTRACT (Validity)**

- 1.1 This Contract shall be effective from the date of signing this contract till 30-06-2022.

**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 subletted 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.

#### **4. Supply items**

- 4.1. The supplier shall supply the items in a manner specified in relevant sections of bid solicitation documents of KMU-PHRL for FY 2021-22.
- 4.2. 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.
- 4.3. 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.
- 4.4. The Unit price quoted by the bidder shall be: inclusive of all duties, taxes & levies as per law.

#### **5. Expiry.**

- 5.1. The expiry of the consumables must be 60% at the time of supply.
- 5.2. 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 KMU-PHRL Hayatabad Peshawar.
- 5.3. The Authority at KMU will intimate the firm when expiry of the consumable /reagents remains 20%.

#### **6. Payment.**

- 6.1. Payment shall be made to the supplier after successful inspection by the inspection committee and test check of the consumables by the Inspection Committee.
- 6.2. The supplier 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.
- 6.3. The supplier shall certify on the bills/Claims that rate of the supplied item/kit do not exceed the approved rate.
- 6.4. 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.

#### **7. Place of delivery.**

- 7.1. The supplier shall be bound to ensure supplies in compliance to the supply order of KMU-PHRL.
- 7.2. The supplier shall supply the item/s within the specified time as mentioned in the supply order.
- 7.3. The Procuring Agency shall bear no charges on account of delivery, services or transportation of items supply.
- 7.4. 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.

- 7.5. 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.
- 7.6. The supplier shall be bound to ensure the provision of temperature controlled items ensuring end to end cold chain facility by providing data logger/s with supplies to the procuring agency.

**8. Rates.**

- 8.1. The supplier shall supply the items/kits as per supply order on the approved rates.
- 8.2. 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.
- 8.3. The approved rates are attached as per award list of the procuring entity.
- 8.4. 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.

**9. Disputes Resolution.**

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

- 9.1. 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 KMU notified for this purpose.
- 9.2. 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.
- 9.3. 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 Vice Chancellor Khyber Medical University. The decision of the DRC shall be final and binding upon the parties.

**10. Termination of the contract.**

- 10.1. It is agreed and declared by the parties that the Procuring Agency is empowered to terminate this contract agreement at anytime.
- 10.2. It is further agreed by the parties that 15 `days advance notice shall be served on the supplier for termination of this agreement.
- 10.3. Party One by virtue of this contract also warrants to unilaterally and immediately terminate the contract in case of breach of confidentiality clause.

**11. Supersession of all prior understanding.**

- 11.1. 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.
- 11.2. 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.

## **12. Indemnity**

- 11.1** Notwithstanding any rights, duties and/or Vice Chancellor 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.

## **13. Penalty.**

- 13.1. 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 below.
- 13.2. Purchase at supplier risk and cost which shall be met from the security deposit at the prevailing market rate.
- 13.3. Blacklisting of the firm in light of Rule 44 of KPPRA Rules 2014.
- 13.4. 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.
- 13.5. 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.
- 13.6. 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
- 13.6.1. Forfeiting the bids security and / or performance guarantee of the Supplier as related to this contract agreement; and /or
- 13.6.2. Immediately debarring the Supplier from future participation and business for at least next three (03) calendar years with the Government of Khyber Pakhtunkhwa through KMU 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.
- 13.6.3. Initiating the process for and recommending for permanent blacklisting of the Supplier with the Procuring Agencies.

## **14. Taxes and Duties.**

- 14.1. The supplier agree and undertakes that in case of change in any Tax, Duty or Levy imposed by the Federal Government or Local Body will be applicable as per FBR/Govt. Notification.
- 14.2. All Taxes on any item of supply prior to the delivery of item shall be borne by the supplier.

## **15. Performance Guarantee/Security:**

- 15.1. 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.

- 15.2. 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.
- 15.3. Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract and/or may be preceded as under clause 10.6 of this Contract Agreement.

**16. Force Majeure**

The occurrence and handling of Force majeure is as follows;

- 11 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 testreport.
- 12 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 maybe.

**17. Miscellaneous**

- 17.1. The parties have agreed that in this agreement the time is of the essence.
- 17.2. All duties and liabilities are subject to "seller" under the Laws of Pakistan.
- 17.3. Notwithstanding any rights, duties and / or remedial measures and / or Vice Chancellor 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.

**Notices:** All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

**For the Purchaser:**

=====

**Registrar, Khyber Medical University Phase 5, Hayatabad, Peshawar.**

**Assignee of the supplier**

**Assignee of the KMU-**

Representative

Registrar



NIC#  
Address#  
Contact #

<b>WITNESS NO. 1</b> <b>Signature:</b> <b>Name:</b> <b>Father's Name:</b> <b>Address:</b> <b>CNIC No.</b>	<b>WITNESS NO. 2</b> <b>Signature:</b> <b>Name:</b> <b>Father's Name:</b> <b>Address:</b> <b>CNIC No.</b>
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**Schedule -1**

**Khyber Medical University, PHRL 2021-21**

- 1. Name and Address of Supplier:**
  
  
  
  
  
  
  
  
  
  
- 2. List of Selected Item/s from the Supplier along with quoted unit price/s:**