



**Government of Khyber Pakhtunkhwa
Health Department
Procurement Cell (DGHS)**

Standard Bidding Documents

**For National Competitive Bidding
Pakistan**

For

**SELECTION & RATE CONTRACTING FOR AIR CONDITIONS,
REFRIGERATORS & GENERAL ITEMS ETC
FOR THE YEAR 2018-19**

June 2018

PART ONE (UNCHANGABLE)

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

PREFACE

These Bidding Documents have been prepared for use by Procuring Entities and their implementing agencies in the procurement of Goods through National Competitive Bidding (NCBs) under Rule (06) as well International Competitive Bidding (ICBs) Rule 41(g) KPPRAR Rules 2014. These SBDs are prepared for Rate Contract under Government of Khyber Pakhtunkhwa District Govt Rules of Business 2015, 2nd Schedule Rule 3 (2), Serial No.11 (Health) Sub-rule xiii for procurement of Equipment

In order to simplify the preparation of bidding documents for all procurement, the Bidding Documents are grouped into two parts based on provisions, which would remain the same for all the related procurements and that which are specific for each procurement. Provisions, which are intended to be used unchanged are in **Part one**, which includes **Section I, Instruction to Bidders**, and **Section II, General Condition 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 Condition 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 1

Instructions to Bidders

Notes on the Instructions to Bidders

This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring agency. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Part One Section I contains provisions that are to be used unchanged. Part Two Section II (Bid Data Sheet) consists of provisions that supplement, amend, or specify in detail information or requirements included in Part One Section I and which are specific to each/every procurement.

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

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

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INSTRUCTIONS TO BIDDERS

A. Introduction

1. Source of Funds	1.1	The Procuring agency/ies have received/applied for Loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
	1.2	The funds referred to above in addition shall be —Public Fund which according to 2 (l) of KPPRA Rules 2014 means (i) Provincial Consolidated Fund; (ii) foreign assistance; (iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government.
	1.3	Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Khyber Pakhtunkhwa, and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.
2. Eligible Bidders	2.1	This Invitation for Bids is open to all eligible bidders from eligible sources as defined in the KPPRA Rules, 2014 and its Bidding Documents except as provided hereinafter.
	2.2	Bidders should not be associated, or have been associated in the Past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
	2.3	Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa.
	2.4	Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014.

3. Eligible Goods & Services	3.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
	3.2	For purposes of this clause, —origin means the place where the Goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of goods and services is distinct from the nationality of the Bidder.
4. Cost of Bidding	4.1	The Bidder shall bear all costs associated with the preparation and Submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to, as —the Procuring agency, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		B. The Bidding Documents
5. Content of Bidding Documents	5.1	The bidding documents include: a) Instructions to Bidders (ITB) b) Bid Data Sheet c) General Conditions of Contract (GCC) d) Special Conditions of Contract (SCC) e) Schedule of Requirements f) Technical Specifications g) Bid Form and Price Schedules h) Bid Security Form i) Contract Form j) Performance Security Form k) Manufacturer's Authorization Form
	5.2	The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
6. Clarification of Bidding Documents	6.1	An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for Documents clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding

7. Amendment of Bidding Documents	7.1	At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.
	7.2	All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding On them.
	7.3	In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.
C. Preparation of Bids		
8. Language of Bid	8.1	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
9. Documents Comprising the Bid	9.1	The bid prepared by the Bidder shall comprise the following components: a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12 b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; c) Documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and d) Bid security furnished in accordance with ITB Clause 15.
10. Bid Form	10.1	The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
11. Bid Prices	11.1	The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
	11.2	Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
	11.3	The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating

		the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
	11.4	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, In pursuance to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
12. Bid Currencies	12.1	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
13. Documents Establishing Bidder's	13.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
Eligibility and Qualification	13.2	The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted, shall establish to the Procuring agency's satisfaction: 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; b) That the Bidder has the financial, technical, and production capability necessary to perform the contract; 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 d) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	14.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract.

	14.2	The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which, shall be confirmed by a certificate of origin issued at the time of shipment
	14.3	The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of: <ul style="list-style-type: none"> a) A detailed description of the essential technical and performance characteristics of the goods; b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and c) An item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
	14.4	For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
15. Bid Security	15.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
	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: <ul style="list-style-type: none"> 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 Bank call-deposit.

	15.4	Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as non-responsive, pursuant to ITB Clause 24.
	15.5	Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the procuring agency pursuant to ITB Clause 16.
	15.6	The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
	15.7	The bid security may be forfeited: a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or b) In the case of a successful Bidder, if the Bidder fails: i. To sign the contract in accordance with ITB Clause 32; Or ii. To furnish performance security in accordance with ITB Clause 33.
16. Period of Validity of Bids	16.1	Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.
	16.2	In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.
17. Format and Signing of Bid	17.1	The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
	17.2	The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The bidder/ person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
	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 the contract execution if the Bidder is

		Awarded the contract.
		D. Submission of Bids
18. Sealing and Marking of Bids	18.1	The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an Outer envelope.
	18.2	The inner and outer envelopes shall: <ul style="list-style-type: none"> a. Be addressed to the Procuring agency at the address given in the Bid Data Sheet; and b. Bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
	18.3	The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
	18.4	If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.
19. Deadline for Submission of Bids	19.1	Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
	19.2	The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
20. Late Bids	20.1	Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
21. Modification And Withdrawal Of Bids	21.1	The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
	21.2	The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18 by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
	21.3	No bid may be modified after the deadline for submission of bids.

	21.4	No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.
		E. Opening and Evaluation of Bids
22. Opening of Bids by the Procuring Agency	22.1	The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
	22.2	The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
	22.3	Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
	22.4	The Procuring agency will prepare minutes of the bid opening.
23. Clarification of Bids	23.1	During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted. The minor informality as indicated in ITB 24 will be waived of by getting written clarification regarding authenticity/visibility/health of the bids submitted. This communication shall be with the prior approval of chairman T&E committee
24. Preliminary Examination	24.1	The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
	24.2	Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security
	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 contents of the bid itself without recourse to extrinsic evidence.
	24.5	If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The bids upon preliminary examinations would be dropped from detailed evaluation by declaring them NON-RESPONSIVE in the first phase, if they lack any of primary/mandatory documents in their technical bid.
25. Evaluation and Comparison of Bids	25.1	The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
	25.2	The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
	25.3	The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4: a. Incidental costs b. Delivery schedule offered in the bid; c. Deviations in payment schedule from that specified in the Special Conditions of Contract; d. The cost of components, mandatory spare parts, and service; e. The availability Procuring agency of spare parts and after - sales services for the equipment offered in the bid; f. The projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or g. Other specific criteria indicated in the Bid Data Sheet and/or h. In the Technical Specifications.
	25.4	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: a. Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination
		b. Delivery schedule. (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 OR

		(ii) The goods covered under this invitation are 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. OR
		(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.
		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. h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications. The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.
Alternative	25.4	25.4 Merit Point System:
	25.1	The following merit points 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.
	25.2	The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.
26. Contacting the Procuring Agency	26.1	Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
	26.2	Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.
		F. Award of Contract
27. Post-qualification	27.1	In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

	27.2	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.
	27.3	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
28. Award Criteria	28.1	Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the Highest Ranking fair bid/ Best evaluated bid under Section 2 (c)(i) of the KPPRA Act 2012, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
29. Procuring agency's Right to Vary Quantities at Time of Award	29.1	The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids	30.1	The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
31. Notification of Award	31.1	Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
	31.2	The notification of award will constitute the formation of the Contract.
	31.3	Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
32. Signing of Contract	32.1	At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
	32.2	Within Ten (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

33Performance Security	33.1	Within ten (10) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
	33.2	Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.
34.Corruptor Fraudulent Practices	34.1	<p>The Government of Khyber Pakhtunkhwa requires that Procuringagency'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 KPPRA Act, 2012 and Rules made there under:</p> <p>a. Defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>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</p> <p>ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission)designed to establish bid prices at artificial non - competitive levels and to deprive the Procuring agency of the benefits of free and open competition;</p> <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 forfeit the bid security for that particular bid/proposal in due course if the bidder could not establish his plea for not being involved in the corrupt or fraudulent practices</p> <p>d. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government -financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.</p>
	34.2	Furthermore, Bidders shall be aware of the provision stated in sub - clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.
35.IntegrityPact	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 biddernon - responsive.
36. Maintenance Services for Generators	36.1	For Generators, the bidders will provide maintenance services for the period of 03 years with both services & spare parts. This period of three years will be counted after expiry of warranty period provided by the manufacturer.

37. Samples	37.1	During Technical Evaluation the T & E Committee shall Ask for provision of the sample as per quoted model.
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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 completed 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>1. Definitions</p>	<p>1.1</p>	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> a. "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. c. "The Goods" means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Procuring agency under the Contract. d. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract. e. "GCC" means the General Conditions of Contract contained in this section. f. "SCC" means the Special Conditions of Contract. g. "The Procuring agency" means the organization purchasing the Goods, as named in SCC. h. "The Procuring agency's country" is the country named in SCC. i. "The Supplier" means the individual or firms supplying the Goods and Services under this Contract. j. "The Project Site," where applicable, means the place or places named in SCC. k. "Day" means calendar day.
<p>2. Application</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>3. Country of Origin</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>

	3.2	For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from, which the Services are supplied. Goods are produced when, through manufacturing,
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		Processing, or substantial and major assembly of components, a commercially recognized new product result that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of Goods and Services is distinct from the nationality of the Supplier.
4. Standards	4.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit by the Government	5.1	The Supplier shall not, without the Procuring agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The Supplier shall not, without the Procuring agency’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
	5.3	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier’s performance under the Contract if so required by the Procuring agency.
	5.4	The Supplier shall permit the Procuring agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.
6. Patent Rights	6.1	The Supplier shall indemnify the Procuring agency against all third - party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency’s country.
7. Performance Security	7.1	Within ten (10) 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:

		<p>a. A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or</p> <p>b. A cashier's check or certified check.</p>
	7.4	The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
8. Inspections and Tests	8.1	The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
	8.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
	8.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
	8.4	The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
	8.5	Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
9. Packing	9.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.
10. Delivery and Documents	10.1	The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the Goods. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
	10.2	Documents to be submitted by the Supplier are specified in SCC.
11. Insurance	11.1	The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is seller's responsibility.
12. Transportation	12.1	The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
13. Incidental Services	13.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: <ul style="list-style-type: none"> a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. Furnishing of tools required for assembly and / or maintenance of the supplied Goods; c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. Training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	13.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.
14. Spare Parts	14.1	As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

		<p>a. Such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</p> <p>b. In the event of termination of production of the spare parts:</p> <p>i. Advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements;</p> <p>ii. Following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15.Warranty	15.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
	15.3	The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
	15.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
	15.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.
16.Payment	16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
	16.2	The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

	16.3	Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier
	16.4	The currency of payment is Pak. Rupees.
17.Prices	17.1	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.
18.ChangeOrders	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.
19.Contract Amendments	19.1	Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. However the covenants of the contract shall be qualified in SCC relating to the issues arising out in contract Administration phase in line with GCC at the time of award of contract
20.Assignment	20.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.
21.Subcontracts	21.1	The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
	21.2	Subcontracts must comply with the provisions of GCC Clause 3.
22.Delays in the Supplier's Performance	22.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
	22.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt

		Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	22.3	Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
23. Liquidated Damages	2.31	Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.
24. Termination for Default	24.1	<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> <p>a. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or</p> <p>b. If the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>c. if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause:</p> <p>“Corrupt practice,” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.</p>
	24.2	In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the

		<p> 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.</p>
25. Force Majeure	25.1	<p> 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.</p>
	25.2	<p> 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.</p>
	25.3	<p> 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.</p>
26. Termination for Insolvency	26.1	<p> 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.</p>
27. Termination For Convenience	27.1	<p> 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 be 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.</p>
	27.2	<p> The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:</p> <ul style="list-style-type: none"> to have any portion completed and delivered at the Contract terms and prices; and/or to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
28. Resolution of Disputes	28.1	<p> 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.</p>

	28.2	If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
29. Governing Language	29.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.
30. Applicable Law	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.
31. Notices	31.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
	31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.



Government of Khyber Pakhtunkhwa

Health Department

Procurement Cell (DGHS)

Standard Bidding Documents

**For National Competitive Bidding
Pakistan**

**For
SELECTION & RATE CONTRACTING FOR AIR CONDITIONS,
2018-19**

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

NOTE

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 Suppliers should follow.

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Part Two
Section I. Invitation for Bids

Notes on the Invitation for Bids

The Invitation for Bids (IFB) has been issued as an advertisement in leading newspapers of general circulation in the Province of Khyber Pakhtunkhwa as well as on the web site of the Health Department (www.healthkp@gov.pk) by allowing at least fifteen days for NCB for bid preparation and submission.

The Invitation for Bids provides information that enables interested bidders to decide whether to participate. Apart from the essential items listed in the Standard Bidding Documents (SBD), the Invitation for Bids also indicates the important bid evaluation criteria or qualification requirement (for example, a requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued) so that the bidders should give their best and final prices as no negotiations are allowed.

The Invitation for Bids is incorporated into these Standard Bidding Documents (SBDs). The information contained in the Invitation for Bids (IFB) conforms to the bidding documents and in particular to the relevant information in the Bid Data Sheet.

InvitationForBids
Procurement Cell, Directorate General
Health Services Khyber Pakhtunkhwa,
Peshawar

**SELECTION & RATE CONTRACTING FOR AIR CONDITIONS,
FOR THE YEAR 2018-19**

1. The Procurement Cell, Directorate General Health Services, Khyber Pakhtunkhwa Peshawar invites sealed bids under National Competitive Bidding from Manufacturers/Importers & Authorized dealer of AIR CONDITIONS, REFRIGERATORS & GENERAL ITEMS to Select & Rate Contract the same for procurement by various Procuring Entities of Health Department, Government of Khyber Pakhtunkhwa during the financial year 2017-18.
2. Bidding shall be conducted through Single Stage–Two Envelopes Bidding Procedure comprising a single package containing two envelopes as per KPPRA Rules-2014. Each envelope shall contain separately Technical and financial bid clearly marked in bold & legible letters. The firms are bound to provide complete information of the bidder along with its postal as well as valid email address and phone number/s on each of the respective envelope.
3. Interested Bidders must obtain Application Form along with complete set of bidding documents from the Procurement cell at the Directorate General Health Services, Khyber Road Peshawar during office hours on any working day till **02/07/2018** against the non-refundable cash payment of Pak Rupees Two thousand. Original Receipt of the paid amount must be attached to the Technical Bid inside its sealed envelope. The Bidding Documents can also be downloaded from the following official website of Health Department www.healthkp.gov.pk and www.dhiskp.gov.pk
4. Interested Bidders must submit sealed bids to the Procurement Cell Directorate General Health Services, Khyber Road Peshawar on or before **02/07/2018 @ 10:30** hours which will be opened on the same day at **11:00 AM** in the presence of those bidders or their representatives, who choose to attend the process.
5. Financial bid must be accompanied with Bid Security as per details given in bid data sheet which shall be in the shape of Pay Order (PO) / Demand Draft (DD) / Call Deposit Receipt (CDR) / Bankers Cheque in the name of the undersigned. Ordinary cheque in the form of bid security will result in bid rejection summarily.
6. Technical bid must be accompanied with a photocopy of the bid security failing which the technical bid will be considered non-responsive.
7. Bid must be computer typed & printed; and the offered bid price must be written both in words & figures. An authorized person of the bidder/firm shall sign & stamp all pages of the bid. The same shall also contain product details in the form of original catalogue/Brochures.
8. All bidders are also required to submit relevant details of technical proposal and required documents in soft copies on CD/DVD, duly labeled by a permanent marker with the name of bidder/firm.
9. Bidders are required to offer most competitive lowest rate of their items, as negotiations on quoted rates are not allowed under the rules.
10. The undersigned reserves the right to reject any or all bids as per provisions contained in Rule 47 of KPPRA Procurement Rules 2014.

Director General Health Services
Khyber Pakhtunkhwa Peshawar
Procurement Cell
Tel No: 091-9210196
Fax No: 091- 9210230

Section II. Bid Data Sheet
BIDDATASHEET

ITBRef.	Introduction/Description	Detail
ITB1.1	Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	Procurement Cell, DGHS Peshawar Health Department Government of Khyber Pakhtunkhwa
ITB1.1	Loan or credit or Project allocation Number. Loan or credit or Project allocation amount.	Budget allocated or any other Source through which amount is allocated for Health department for the year 2017-18 & 2018-19
ITB1.1	Name of Project	Selection & Rate Contracting under district Govt. Rules of Business 2015.
ITB1.1	Name of Contract	S&RCC
ITB4.1	Name of Procuring agency.	Procurement Cell, DGHS Peshawar Health Department Government of Khyber Pakhtunkhwa
ITB6.1	Procuring agency's address, telephone, Telex, and facsimile, numbers.	Director General Health Services Khyber Pakhtunkhwa Peshawar Tel No: 091- 9210269 Fax No: 091- 9210230 Procurement Cell Office Tel No: 091-9210196 Email: pcdghs@gmail.com
ITB8.1	Language of the bid.	English
Bid Price and Currency		
ITB11.2	Price quoted shall be:	Pakistan Rupees (Rs.)
ITB11.5	The price shall be fixed	The price will be fixed till 30th June 2019
Preparation and Submission of Bids		
ITB13.3(d)	Qualification requirements.	1) Manufacturer/Importer/ Authorized agents
ITB14.3(b)	Spare parts required for period of years of Operation	i) Three Years free of cost under warranty ii) Ten Years parts easy availability in market
ITB15.1	Amount of bid security.	Rs. Five Lac (Rs.500, 000/-PKR) as elaborated in Section-IV, Statement of Requirement.
ITB16.1	Bid validity period.	120 days from the date of opening of bids
ITB17.1	Number of copies.	One (original bid)
ITB18.2(a)	Address for bid submission.	Procurement Cell Directorate General Health Services, Khyber Road, Peshawar
ITB18.2(b)	IFB title and number.	AIR CONDITIONS, REFRIGERATORS for the year 2018-19
ITB19.1	Deadline for bid submission.	10:30 AM Sharp. 02/07/2018

ITB19.3	Pre-Bid meeting with the bidders	N/A
ITB22.1	Time, Date, and Place for bid opening.	11:00 AM sharp on 02/07/2018 Conference Room, Directorate General Health Services, Khyber Road, Peshawar

Bid Evaluation		
ITB25.3	Criteria for bid evaluation.	Merit Point Evaluation The items ranked highest in merit points (obtained through and based on technical and financial evaluation) will get unit rate central contract.
ITB25.4(a) ITB25.4(b)	One option only Delivery schedule. Relevant parameters in accordance with option selected.	Not Applicable
Option I Option II Option III	Adjustment expressed as a Percentage, or adjustment expressed in an amount in the currency of bid evaluation, or adjustment expressed in an amount in the currency of bid evaluation.	Not Applicable
ITB25.4(c)(ii)	Deviation in payments schedule. Annual interest rate.	Not Applicable
ITB25.4(d)	Cost of spare parts.	Not Applicable
ITB25.4(e)	Spare parts and after sales service facilities in the Procuring agency's Country.	Not Applicable
ITB25.4(f)	Operating and maintenance costs.	Not Applicable
ITB25.4(g)	Performance and productivity of Equipment.	Not Applicable
ITB25.4(h)	Details on the evaluation method or referenceto the Technical Specifications	As in section on Technical Evaluation of bids.
ITB25.4 alternative	Specify the evaluation factors.	Not Applicable
ITB28.1	Award Criteria	Section 2 (c)(i) of KPPRA Act
Contract Award		
ITB29.1	Percentage for quantity increase or Decrease.	Number of items can be increased and Decreased as per requirement of the PE within permissible limits under the rules
ITB 37	Provision of Samples	AS per ITB 37

Section III. Special Conditions of Contract

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Special Conditions of Contract

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

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

1. Definitions (GCC Clause 1)

GCC 1.1 (c) The Goods are: AIR CONDITIONS, REFRIGERATORS & GENERAL ITEMS.

GCC 1.1 (g) **The Procuring Agency is:** Procurement Cell, Directorate General Health Services, Health Department, Government of Khyber Pakhtunkhwa, Peshawar; and

The Purchasing Agency/is /are: District Health Officers, Medical Superintendents, Hospital Directors, and other Heads of the Primary, Secondary and / or Tertiary Level Health Care Institutions of district level of the Health Department, Government of Khyber Pakhtunkhwa.

GCC 1.1 (i) **The Supplier is:** i) Manufacturer and/or Importer/ & Authorized Dealer registered with relevant sales and income tax authorities and have requisite qualification and eligibility for supply of Goods in the specialized categories

2. Sample Provision:

GCC 1.1 (j)—The Project Site is: Central Electro Medical Work Shop Opposite Federal Public Service Commission Phase 5 Hayat Abad

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 to the office of Procurement Cell, DGHS at bidder's own risk and cost at the time and date communicated. The samples will be non-returnable and no payment shall be made to bidder / Focal Person on this account.

3. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement. This is to qualify that the bidder will have to provide the details with the bid regarding country of origin, Make & manufacturer, current model or previously supplied/manufactured model along with details of Manufacturing Units and mode of supply, shipment and any other associated details of the component items of the quoted equipment. These details can also be sought in black in white during evaluation process.

4. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be 10% i.e. (8+2) of the total value of each individual supply order placed to the successful bidder.

at flat rate of Rs. Five Lac (Rs. 500,000/-), as elaborated in Section-IV, Statement of Requirement, of this document, from the successful bidders as received at the time of bids submission under GCC Clause 15 shall be retained by the Procuring Agency as Performance Security till the end of contract period and will be released back to successful bidders after successful completion of all the contract obligations.

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

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

i. The Technical Evaluation shall be conducted by the Technical and Evaluation (T&E) Committee to undertake verification of documents submitted by the bidder/s along with the technical bids as well as to conduct the physical inspection of the various samples/relevant premises etc. (Section-V - Technical Specification of the Part II of these SBDs).

ii. Machinery & Equipment and other items supplied for sample tests shall be examined and tested by a panel of experts of the T&E Committee and / or the S&RCC of the Government for submission of technical report to the relevant forum for the needful.

- iii. Sample tests as well as pre-shipment inspections will also be carried out as and when needed before signing of contract agreement with all the successful bidders for Machinery & Equipment, instruments etc.
- iv. Any other appropriate method may be adopted by the T&E Committee, and / or S&RCC to assess and/or assure the quality of goods being purchased

7. Packing(GCC Clause 9)

In accordance with the GCC Clause 9 as well as provided in the relevant clauses of Contract agreement of DGHS with the Supplier/s (Section-VI of these SBDs –Rate Contract Agreement).

8. Delivery and Documents(GCC Clause 10)

Applicable Delivery Mode: Delivered Duty Paid (DDP) as per contract agreement of the Successful with the Procuring Agency

9. Warranty(GCC Clause 15)

The Supplier shall provide warranty as per the terms and conditions of the Rate Contract Agreement with Procuring Agency

GCC 15.2—In partial modification of the provisions, the warranty period shall be as per contract terms and conditions. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- a. Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

- b. Pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be higher than the adjustment price used in bid evaluation.

GCC 15.4 & 15.5—The period for correction of defects in the free warranty period is three years after installation with free parts and free services, including all incidental charges, and for the next two years for free services only without parts but with all incidental charges related to services provision on the site of installation

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring agency:

- i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- ii. Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- iii. Copies of the packing list identifying contents of each package;
- iv. Insurance certificate;
- v. Manufacturer's or Supplier's warranty certificate;
- vi. Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- vii. Certificate of origin.

10. Payment(GCC Clause 16):

GCC Clause 16 as well as under the terms and condition in Rate Contract Agreement with the Procuring Agency, the goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after the goods having been delivered; hence insurance coverage is seller's responsibility, for which they may arrange appropriate coverage.

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

11. Prices(GCC Clause17)

- i) The bidder shall not quote price of any item/s which is/are higher than the prices quoted by the bidder across the country to any procuring entity of the quoted item/s through public funding.
- ii) In case the bid price is higher on estimated cost, the Procuring agency has the right to reject the bid and scrap the process without any liability.
- iii) In case of single bid after technical evaluation, the procuring agency will carry out the market analysis before issuing a letter of consent to the successful bidder.

13. Liquidated Damages(GCC Clause23)

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

14. Disputes Resolution(GCC Clause28)

The dispute resolution mechanism to be applied will be pursuant to relevant clauses of Rate Contract Agreement signed by Supplier with the Procuring Agency.
If at all required, the jurisdiction of Court shall be of Peshawar, Khyber Pakhtunkhwa.

15. Bid Tie.

In case of tie in the final score of two bidders, and unless otherwise not in contradiction to any of the terms & conditions and specifications of that item, the rate contracting will be offered to the bidder having higher score in its technical bid and the same will be declared as highest fair bid (successful bidder).

16. Governing Language(GCC Clause29)

The Governing Language shall be: **English**

17. Applicable Law (GCC Clause30)

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan, which includes the following legislation:

- i. The KPPRA Act 2012
- ii. The KPPRA Rules 2014
- iii. The Contract Laws
- iv. The General Financial Rules of the Govt. of Khyber Pakhtunkhwa and all the Relevant laws, rules and regulations pertaining to budgeting & financial management of public fund
- vi. The Bonded Labor System (Abolition) Act of 1992
- vii. The Factories Act 1934

18. Notices(GCC Clause31)

GCC31.1—Procuring Agency address for notice purposes: **Office of Director Procurement Cell(PC)**, Directorate General Health Services, Khyber Pakhtunkhwa, Khyber Road, Peshawar.
Tel: 091-9210196, Fax: 091-9210230, Email: pcdghs@gmail.com

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 duties and taxes. All prices shall include relevant taxes & duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.

20. Legal Documentary Proof

The bidder must possess valid legal enforceable exclusive authorization from the Foreign/Local Manufacturer; they should have a documentary proof to the effect that they are the original Manufacturer of the required goods.

- 21. Ineligibility for Corrupt and Fraudulent Practices**
Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), a local body or a public sector organization.
- 22. Letter of Authorization**
The Authorized agent shall have to produce Exclusive letter of authorization / Sole Agency Certificate from Manufacturer and in case of Manufacturer, documentary proof to the effect that they are the original Manufacturer of the required goods shall be provided, or joint venture/ consortium/ alliance of the local Sole agents/manufacturers.
- 23. Technical Staff and Tools**
The Bidder should have strong engineering background and necessary tools/ test equipment, trained staff for the goods required after sales services.
- 24. Minor Deviation**
The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation (or changes the substance of the bid), provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 25. Deviation from critical Provision**
Deviations from, or objections or reservations to critical provisions shall be deemed to be a material deviation for technical proposals and thus the bid will be declared as Non-responsive.
- 26. Prevailing Rules, Regulation and Policies**
A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.
- 27. OEM**
The Manufacturer should have documentary evidence to the effect that they are the original Manufacturer of the quoted product with indication of manufacturing site and its location.
- 28. After Sale Service**
Certificate from the manufacturer that the after sales services / backup services shall be provided jointly with the local sole agent and in case of change of local agent, they will provide the after sales services themselves or through newly appointed agent for the period mentioned from the date of commissioning.
- 29. Testing and Calibration**
The firm must have all kind of testing and calibration equipment, which is required to maintain the products, which they are dealing. The list of all required testing equipment would be provided along with the bid including its model number and serial numbers. The available testing equipment must be calibrated.
- 30. Manufacturer Official Website**
The quoted model of imported product shall be available on the current official website of the manufacturer; otherwise the quoted product shall be considered obsolete/ redundant and will straight away be rejected.
- 31. Inspection the Premises**
The Procuring Agency has the right to inspect the premises of bidder to inspect the setups ensuring proper after sales service
- 32. Opening of the Financial Proposals**
After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals. Bidders' attendance at the opening of financial proposals is optional
- 33. Incomplete and Conditional Bids**
Incomplete bid shall stand rejected. All items described in the technical proposal must be priced in financial proposal. Items described in the technical proposal but not priced, shall be assumed to be included in the price of other items. No conditional bid in term of financial bid will be entertained and the bidder will straight

away be disqualified.

34. Bidders Influence

Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will result in the rejection of the Bidder's bid and subsequent black listing, if Procuring agency so desires. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

35. Quantity Variation

The Procuring Agency reserves the right at the time of Contract award to increase or decrease the quantity of goods as per permissible limits under the Rules 2014 originally specified in Schedule of Requirements without any change in unit price or other terms and conditions

Section IV. Schedule of Requirements

Instructions relating to Category-D items:

- For all other items enlisted/included in category-D, a standard bid security at a flat rate of (Rs.500,000/- (Five hundred thousand) shall be required, inter alia, for each bid to be responsive
- The bidding is carried out for Rate Contract and hence the quantity mentioned against each of the following items is an estimated one and may be increased as per requirement / decision of the procuring entity and in this connection no claim shall be entertained
- The schedule for supply of goods shall be as under:
 - Within 90 days from the date of issuance of supply order by the Purchasing Agency for items to be imported.
 - Within 60 days from the date of issuance of supply order by the Purchasing Agency for items to be locally manufactured.

S.No	Nomenclature (Specifications are given at SOR Section IV)
1	AC 01 Ton split unit inverter type
2	AC 01 Ton split unit
3	AC 1.5 tones Split unit inverter type
4	AC 1.5 tones Split unit
5	AC 2 tones split unit inverter type
6	AC 2 tones split unit

Category: General Items

S#	Nomenclature	Specification	Qty
1	AC Split 01 Ton split unit inverter type	<ul style="list-style-type: none"> • Branded, Good Quality, 12000 BTU • Inverter type, Reversible (Hot & Cool) • With copper pipe as per requirement, mounting brackets and installation. • Brand and models of both the outdoor and indoor units must be mentioned 	
2	AC Split 01 Ton split unit	<ul style="list-style-type: none"> • Branded, Good Quality, 12000BTU • With copper pipe as per requirement, mounting brackets and installation. • Brand and models of both the outdoor and indoor units must be mentioned 	
3	AC 1.5 tones Split unit inverter type	<ul style="list-style-type: none"> • Branded, Good Quality, 18000 BTU • Inverter type, Reversible (Hot & Cool) • With copper pipe as per requirement, mounting brackets and installation. • Brand and models of both the outdoor and indoor units must be mentioned 	
4	AC 1.5 tones Split unit	<ul style="list-style-type: none"> • Branded, Good Quality, 18000 BTU • With copper pipe as per requirement, mounting brackets and installation. • Brand and models of both the outdoor and indoor units must be mentioned 	
5	AC 2 tones split unit inverter type	<ul style="list-style-type: none"> • Branded, Good Quality , 24000 BTU • Inverter type, Reversible (Hot & Cool) • With copper pipe as per requirement, mounting brackets and installation. • Brand and models of both the outdoor and indoor units must be mentioned 	
6	AC 2 tones split unit	<ul style="list-style-type: none"> • Branded, Good Quality , 24000BTU • With copper pipe as per requirement, mounting brackets and installation. • Brand and models of both the outdoor and indoor units must be mentioned 	

**Technical Evaluation Criteria for Air Conditions, for the
Financial Year 2018-19**

Firm Name: _____

Bid Reference No. _____

S.No.	Description of Variables	Total points	Remarks
<u>A.</u>	<u>Product Evaluation Parameters</u>		
<u>1</u>	<u>Product General Information</u>		
1.1	Ref.No. of item in SBDSchedule of Requirement		
1.2	Name of equipment		
<u>2</u>	<u>Conformance to the specification subject to the clearance on Sample test</u>		
2.1	Total compliance with specification given in statement of Requirement subject to the clearance on sample test by the committee	40	
<u>3</u>	<u>Warranty Period</u>		
3.1	One year for instruments and three year for beds & other hospital Supplies with replacement/repair of product (in addition to product standard warranty)	10(50)	
<u>4</u>	<u>Past Performance for the last five years</u>		
4.1	Two marks for each satisfactory performance certificate for quoted item from the public sector hospitals	10(60)	
4.2	Two marks for each satisfactory performance certificate for quoted items from the private sector teaching medical institution of Pakistan	10(70)	
	Total score of the Product Evaluation	70(100)	
<u>B</u>	<u>Firm/bidder Evaluation Matrix</u>		
<u>1</u>	<u>Legal Requirements</u>		
1.1	The bidder will have to give valid proof of being manufacturer/ importer/ authorized dealer	10	
1.2	Last three-year annual income tax return two marks for each year.	6(16)	
1.3	Last three-year annual sales tax return two marks for each year.	6(22)	
1.4	Last three year Annual turnover	3(25)	
<u>2</u>	<u>Networking facility</u>		
2.1	Detail of networking setup/branch office in Khyber Pakhtunkhwa	5(30)	
	Total Score of the firm	30(100)	
A+B	Total technical Score	70+30(100)	=

Section V. Technical Specifications (Continued) Financial Evaluation and

Scoring System for Bids (Maximum Allocable Marks Score=30

marks)

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

Total Allocable marks for Technical Proposal = 70

Total Allocable marks in Financial Proposal = 30

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

Scoring Methodology:

Contract will be awarded to the best evaluated fair and responsive bidder whose product ranks highest in the Combined Evaluation scoring calculated through the Marks awarded to Technical Proposal and Financial Proposal as stated in the Bid Data Sheet of these Standard Bidding Documents.

The Evaluation Methodology is a combination of non-price factors (in Technical Criteria) and price factor (in Financial Criteria); and each having points as elaborated in the evaluation proformas provided in these SBDs.

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

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

Financial Evaluation Score of individual quoted Product:

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

Solved Example of Financial Scoring:

- If the lowest quoted price of an item is Rs. 86/-, the same lowest bidder will obtain score as below:
 - = $[86 \div 86] \times 30$
 - = 30 marks, being the lowest bidder for the quoted item.
- If the next higher quoted price of the same item is Rs. 105/-, the marks obtained will be:
 - = $[86 \div 105] \times 30 = 24.57$ Marks
- If the next higher quoted price of the same item is Rs. 130/-, the marks obtained will be:
 - = $[86 \div 130] \times 30 = 19.84$ Marks
- ... And so on.

Section VI. Sample Forms

MANDATORY STANDARD FORMS (1 to 5)

BID FORM 1: BID COVER SHEET

BID FORM 2: LETTER OF INTENTION

BID FORM 3: AFFIDAVIT

BID FORM 4: PRICE SCHEDULE FORMAT FOR FINANCIAL BID

(To be submitted in separate sealed envelope)

BID FORM 5: INTEGRALITY PACTS

CONTRACT AGREEMENT (for information only, shall be signed by the successful bidder only)

BIDFORM-1**BIDCOVER 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 dis-qualification of the bidder/s from the bidding competition without any correspondence. Any appeal from bidder/s, for whatsoever reasons, will not be entertained in such a case.

S.No.	Name of the Bidding Firm:	
1.	Please indicate whether the firm is : i. Manufacturer, or ii. Importer, or iii. Both; For various items offered for this bidding competition.	
2.	Please indicate the category/ies under which the Firm is applying for bidding i. Machinery & Equipment ii. Instrument/ other Hospital supplies iii. General items iv. Office equipment v. Bedding & Clothing	
3.	Please provide names, attested copies of CNICs , two recent attested photographs , valid street addresses in Pakistan, all landline and mobile phone numbers of: 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 with Procurement cell DGHS. iv. (Please provide clear, legible and visible attested photocopies of all the requisite items mentioned items)	
4.	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. Mobile phone numbers of the Focal Person registered against his /her CNIC No. And name; and IV. Valid and functional Email address; and V. Official Website address /es .	
5.	i. Please provide in original the bid security instrument along with the Financial Proposal in the sealed envelope in the form of valid Call Deposit Receipt / Bank Draft / Pay Order / Bank Guarantee of the requisite amount from a scheduled Bank of Pakistan in the name of Director General Health Services, Peshawar. Non-provision of bid security shall render the bid as non-responsive. ii. However, please provide an affidavit on judicial stamp paper of appropriate face value in the sealed Envelope of the technical proposal to the effect that the bid security of the required amount (without mentioning the amount of bid security) has been inside the sealed envelope of the financial bid except where flat rates in bid security has been demanded by the Directorate General Office.	

6.	<p>Please provide attested copies of the following Tax related mandatory documents:</p> <ol style="list-style-type: none"> i. National Tax Number (NTN) of the Firm (FTN) for Income Tax, and ii. Last year Income Tax Return of the Firm; and iii. Sales Tax Registration Certificate of the Firm; and iv. Certificate of Professional Tax.
7.	<p>In case of being manufacturer, the Firm should provide attested copies of the following mandatory documents also:</p> <ol style="list-style-type: none"> i. Duly attested copy of valid Certificate from Chamber of Commerce of the respective country
8.	<p>In case of being importers, the Firm should provide attested copies of the following mandatory document/s also:</p> <ol style="list-style-type: none"> i. Valid Authorization Certificate for the quoted items, duly attested by the Embassy concerned.
9.	<p>The bidding Firm should also provide an Affidavit to undertake on Judicial Stamp Paper of the value of at least Rs. 100/- (Rs. One Hundred Only) to the effect that:</p> <ol style="list-style-type: none"> i. They have carefully read the whole set of Standard Bidding Documents for this bidding competition and that they have fully understood and agree to the terms and conditions, evaluation criteria, mechanism of evaluation & selection of items for which the Firm has applied for competition; and ii. They fully understand and agree that the bidding competition for which they 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 iii. They guarantee that the quoted items are and will be freely available in the market of Pakistan; and Particularly the market of Khyber Pakhtunkhwa Province; and iv. They shall provide the evaluating teams authorized for the purpose by the Health Department Khyber Pakhtunkhwa; an uninterrupted and free access to all relevant documents, sections of the manufacturing facilities and warehousing facilities as well as any other area relevant to the purpose of such teams in their opinion; and 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 Government of Khyber Pakhtunkhwa, Health Department, confiscation of bid security and / or any other lawful action as deemed appropriate by the Government of Khyber Pakhtunkhwa.
10.	<p>I certify and affirm that I have attached all the requisite mandatory documents / information including Bid 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: _____ Name: _____ CNIC No. _____ Designation: _____ Address: _____ _____</p>

BidForm2

LetterofIntention

BidRefNo.

Dateofthe OpeningofBids

Nameofthe Contract: {Addname.e.g.Supplyofmachinery&equipment,instruments andotherhospitalsupplies,etc.}

To:[*NameandaddressofProcuringAgency*]

DearSir/Madam,

Havingexaminedthebiddingdocuments,includingAddendaNos.[*insert numbers&Dateof individualAddendum*],thereceiptofwhichisherebyacknowledged,we, theundersigned,offerto supply anddeliverthe Goodsunderthe above-namedContractin fullconformity withthe said biddingdocumentsand attherates/unit pricesdescribedinthefinancialbidarenotmorethanatrade price&thepricesarenomorethanthemarketrates.

We undertake,ifour bidisaccepted, todelivertheGoodsinaccordancewithtermsand conditionofcontractagreement.

Weagreetoabidebythisbid,fortheBidValidityPeriodspecifiedin theBidDataSheetand itshallremain bindinguponusandmaybeacceptedbyyou atanytimebeforetheexpirationofthat period.

UntiltheformalfinalContractispreparedandexecutedbetweenus,thisbid,togetherwith yourwritten acceptanceofthebidandyournotificationofaward,shallconstituteabindingContract betweenus.

Weunderstandthatyouarenotboundto acceptthelowestoranybidyoumayreceive.

Weundertakethat,incompetingfor(and,iftheawardismadeto us,in executing)theabove contract,wewillstrictlyobservethelawsagainstfraudandcorruptioninforcein Pakistan.

Datedthis[*insert:number*]dayof[*insert:month*],[*insert:year*].

Signed:

Inthecapacityof[*insert:titleorposition*]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

BidForm3

AFFIDAVIT (on Judicial Stamp Paper)

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

- 1) WehavereadthecontentsoftheBiddingDocumentandhavefullyunderstoodit.
- 2) TheBid being submittedby theundersigned complieswiththerequirements enunciatedinthebidding documents.
- 3) TheGoodsthatweproposetosupplyunderthiscontractareeligiblegoodswithinthe meaningofthisSBD.
- 4) TheundersignedarealsoeligibleBidderswithinthemeaningoftheStandardBidding Documents.
- 5) Theundersignedaresolventandcompetenttoundertakethesubjectcontractunder theLawsofPakistan.
- 6) Theundersigned have not paid norhaveagreedto pay, any Commissions or Gratuitiesto anyofficialoragentrelatedto thisbidorawardorcontract.
- 7) TheundersignedarenotblacklistedorfacingdebarmentfromanyGovernment,orits organization orproject.
- 8) Thatundersignedhasnotemployedanychildlaborintheorganization/unit.
- 9) WeunderstandthattheSelectionandRateContractingCommitteeoftheProcuring Agencyisnotboundto acceptthelowestoranyotherbidtheymayreceive.

Weaffirmthatthecontentsofthisaffidavitarerecorrecttothebestofourknowledge andbelief.

Signatureswithstamp

Name:_____

Designation:_____C

NICNo._____

For,Messer.[**NameofSupplier**]

Bid Form-4

Note: This form is to be submitted in separate sealed envelope

**Price Schedule format for Financial Bid of Machinery & Equipment, Instruments
and other Hospital supplies etc. for the year 2017-18**

1. In case of Machinery & Equipment.

S.No	Serial No. of quoted item in Statement of Requirement of these SBDs 2016-17	Name of the item	Number of item	Rate offered per Unit	Total Price of the bid in Pak. Rupees (Rs.)

Bid Form-5

INTEGRITY PACT (on Judicial Stamp Paper)

Declaration of Fees, Commission and Brokerage etc Payable by Manufacturers, Importers for the supply of Machinery & Equipment, Ambulance with Ambulatory items, Instrument and other Hospital supplies etc. 2017-18

In response to advertisement related to the bidding process / competition regarding purchase and supply of machinery and equipment, instrument and other hospital supplies for 2017-18 for the health facilities / institutions through Procurement Cell, DGHSI, Mr.

s/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 for 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 nor 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. _____

Messer: [Name of Supplier]

Witness No. 1 Witness No. 2

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

RATE CONTRACT AGREEMENT (for successful bidders)

THIS RATE CONTRACT AGREEMENT is made and agreed today on _____ day of [Month], 2016 between the Government of Khyber Pakhtunkhwa Health Department through Director General Health Services (hereinafter referred to as the Procuring Agency or the first party, which expressions shall, where the context admits, be deemed to include the assignee/s of the provincial Government of Khyber Pakhtunkhwa); and Messrs. [Name of Supplier] through Mr. _____ Designation _____
CNIC _____ No. _____, (hereinafter

referred to as the Supplier or the second party or he/his, which expression, unless repugnant to the context, means and includes their legal heir/s, successors-in-interest, assignee/s and legal representative/s) that:

WHEREAS the Procuring Agency has made a bidding competition for selection and rate contracting for supply of **machinery & equipment, instruments and other hospital supplies** (hereinafter referred to as goods) for actual purchases of these selected and rate contracted goods to be made by the offices/officers of the Health Department, Government of Khyber Pakhtunkhwa (hereinafter called the Purchasing Agency or Purchasing Agencies where the context so admits); and WHEREAS the Supplier declares that he is not a broker, middle-man, distributor or authorized dealer but himself a Manufacturer and/or direct Importer of goods for which he has won the bidding competition for supply of goods to the Procuring Agency throughout the province of Khyber Pakhtunkhwa (hereinafter referred to as the Province) to the Purchasing Agencies; and WHEREAS both the parties have agreed that the Purchasing Agencies in the Province shall purchase all or some or none of the goods, as of details given in the Schedule-1 of this Contract Agreement, from the Supplier at the sole discretion of the individual Purchasing Agencies; and

WHEREAS the Suppliers shall supply all the goods ordered by the Purchasing Agency to the latter in the quantity as mentioned in the supply order to be issued by the Purchasing Agency within the timeframe as mentioned in clause 17 of this contract agreement; Now, therefore, both the parties mutually agree to enter into this contract agreement as under:

1. The Supplier agrees to take full responsibility of the validity and implications, that may arise in future, of declaration submitted by him in the form of affidavit on judicial stamp paper along with the financial bids; and also that in case of any kind of breach of the said declaration, the Supplier shall be liable to be proceeded against by the Procuring Agency in accordance with the clauses of this rate contract agreement as well as relevant laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern the situation/s.
2. The Suppliers shall supply the ordered goods to the Purchasing Agency exactly at the address of the official premises situated within the district of the official jurisdiction of the latter as given in the supply order issued to the former.
3. The Suppliers shall be solely responsible for transportation, loading and / or unloading and staking of the supplied item still and at the time of delivery to the destination indicated by the Purchasing Agency including any damage or untoward incidence, maintenance of required temperature and protection from light and other environmental conditions as well as other hazards that may possibly or potentially affect the safety, quality and efficacy of the supplied items.
4. The Suppliers shall NOT claim or charge transportation, loading / unloading, labour or any other charges related to or in the name of logistics, accidents, insurance, freight, etc.
5. The Procuring Agency shall arrange to obtain sample/s from each supplier before finalization of award with the successful bidder in each category.

6. The Supplier will arrange demo for the physical inspection to the Procuring Agency and shall bear the associated cost.

7. The Supplier will make necessary arrangements including on job training to the end user as well as related engineer before release of final payment or damage liability period is over.

8. The Supplier will provide Service Manual, Circuit diagram and error log book and operational Manual for the supplied goods.

9. In case of non-supply or delayed supply of items the Suppliers shall be proceeded against under the relevant law of the land i.e. Procurement regime and associated country laws.

10. The Purchasing Agency shall recommend to the Procuring Agency for taking legal/lawful action against the Supplier regarding non-supply, short supply, substituted supply, delayed supply or any other unlawful action/shortcoming, on the part of Supplier during the execution of this contract agreement. The Procuring Agency shall take lawful/legal action against the Supplier in accordance with the clauses of this contract agreement as well as relevant laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern such like situation/s, which may include, but not limited to, blacklisting, forfeiture of earnest money and performance guarantee, etc.

11. The Supplier agrees to the following conditions related to packing, packaging and labeling of the goods to be supplied to Purchasing Agencies under this contract agreement:

12. The Procuring Agency or its representatives shall have the right to inspect the manufacturing facility, premises, warehouse, godowns, laboratories etc. at any time during the financial year 2015-16 and/or till the execution of supply orders given under this contract agreement by Purchasing Agencies Khyber Pakhtunkhwa.

13. RATE VALIDITY:

The Supplier agrees that the approved price of all individual items quoted in the financial bids shall remain valid till and upto 30th June 2017.

14. PERFORMANCE GUARANTEE:

Upon receipt of supply order from the Purchasing Agency, the Suppliers shall submit Performance Guarantee to the former, amounting to ten percent (10% i.e. 8+2%) of the total value of the each individual supply order, which shall be returned to the Supplier upon request after the successful finalization of the process of procurement by the Purchasing Agencies.

15. WARRANTY:

The suppliers shall provide warranty on prescribed form to the Purchasing Agency for each item supplied in response to supply orders.

16. PAYMENT SCHEDULE:

Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the Supplier, to the Procuring Agency immediately after complete supply of stock. The Suppliers shall be bound to pay all sort of government taxes, duties and stamp duties, imposed earlier or during the financial year by the Government of Pakistan or by the Provincial Government of Khyber Pakhtunkhwa on any supplied/purchased item.

17. FORCE MAJEURE:

a. In case of the situation related to Force Majeure, the Supplier may inform the Procuring Agency and the Purchasing Agency in writing about the situation immediately without delay along with solid proof through the fastest, lawful and available means of communication, but not through the electronic mail, and request the Procuring Agency for the grant of extension in the supply period.

b. The Procuring Agency, in case of being fully satisfied with the genuineness of situation arising from Force Majeure for the Supplier, may extend the period of supply of goods upto a maximum of not more than thirty days without penalty. However, the Procuring Agency and/or Purchasing

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

18. PENALTIES:

A: The Supplier shall complete the supply of the ordered goods under this agreement within the stipulated period as laid down in the SBDs. In case of delay in supplies reaching to the Purchasing Agency, except in situation/s covered under clause 17 above, the following penalties shall be imposed by the Purchasing Agency upon the Supplier:

- i. For delay in supply from one day up to fifteen days, a lump sum penalty amounting to three per cent (03%) of the total bid price of the total number of item/s supplied late shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Purchasing Agency.
- ii. For delay in supply from sixteen days up to thirty days, a lump sum total penalty amounting to seven per cent (07%) of the total bid price of the total number of item/s supplied late shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Purchasing Agency.
- iii. Upon delay in supply more than thirty days, the supply contract shall stand cancelled and the ten per cent performance guarantee shall stand forfeited and Procuring Agency shall have the right, duty and authority to impose any or all of the below mentioned penalties; that is
 - a. Forfeiting the earnest money and performance guarantee of the Supplier related to this contract agreement; and
 - b. Immediately debarring the Supplier from future participation and business for at least next three (03) calendar years with the Procurement Cell or any other health institution, project and /or Program directly or indirectly run or implemented by or through the provincial Health Department or autonomous Medical Teaching Institutions or district governments in Khyber Pakhtunkhwa; and
 - c. Initiating the process for and recommending for blacklisting of the Supplier with the Agencies; and
 - d. Proceeding for de-registration of the winning bidder under the relevant laws as well as further judicial proceedings, if the situation so warrants in the opinion of Procuring Agency.

B. In case of delay of more than thirty days extended period as in clause 17 above, the contract shall stand cancelled and the performance guarantee of ten per cent shall stand forfeited.

1819. INDEMNITY:

a. Notwithstanding any rights, duties and/or remedial measures and/or managerial action taken and / or to be taken and/or any power exercised and/or to be exercised by the Procuring Agency and/or Purchasing Agency and/or Purchasing Officer/s with regard to the execution of this contract agreement, the Supplier agrees to indemnify 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.

b. The Supplier further agrees to pay compensation to the Government of Khyber Pakhtunkhwa of an amount equivalent to ten times the sum of any commission, gratification, bribe or kickback and/or finder's fee given by the Supplier for the purpose of obtaining and/or inducing the procurement of any contract, right, interest, privilege or other obligation/s or benefit in whatsoever form, from the Procuring Agency or any of the Purchasing Agencies.

20. RESOLUTION OF DISPUTES:

a) The Purchasing Agency and the Suppliers shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract/supplies.

b) Despite such negotiation if the Purchasing Agency & Supplier have been unable to resolve amicably a contract dispute, either party may refer the case to Secretary Health Khyber Pakhtunkhwa for decision through a Dispute Resolution Committee under the chairmanship of Secretary Health Khyber Pakhtunkhwa with Director General Health Services, Khyber Pakhtunkhwa and Additional Secretary Health (Development) Khyber Pakhtunkhwa as members. The decision of the Dispute Resolution Committee shall be final and binding upon both the parties.

Signature
Director General Health Services
Khyber Pakhtunkhwa
For and on behalf of Government of
Khyber Pakhtunkhwa,
Health Department Peshawar

Signature:
Name:
Designation
CNIC No.
Stamp:
For and on behalf of the Bidder

WITNESS NO.1

Signature:
Name:
Father's Name:
Address:
CNIC No.

WITNESS NO.2

Signature:
Name:
Father's Name:
Address:
CNIC No.