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Government of Khyber Pakhtunkhwa

Health Department

Government Medicine Coordination Cell (MCC)

Standard Bidding Documents

For National Competitive Bidding
Pakistan

For

SELECTION & RATE CONTRACTING OF DRUGS/MEDICINES, SURGICAL DISPOSABLES & NON-DRUG ITEMS

FOR THE YEAR 2016-17

January 2016

PART ONE (UNCHANGEABLE)

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

Preface

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

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

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

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Part One - Section I.

Instructions to Bidders

Notes on the Instructions to Bidders

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

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

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

3. Eligible Goods and Services	3.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
	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	A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for Documents clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

7. Amendment of Bidding Documents	7.1	At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
	7.2	All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
	7.3	In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, 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, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
12. Bid Currencies	12.1	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
13. Documents Establishing Bidder's	13.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
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: 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: 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) irrevocableencashable 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. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
	17.3	Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
	17.4	The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to

		agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
		D. Submission of Bids
18. Sealing and Marking of Bids	18.1	The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
	18.2	The inner and outer envelopes shall: 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.
	9.2	The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
20. Late Bids	20.1	Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
21. Modification And Withdrawal of Bids	21.1	The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
	21.2	The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

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

		material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
	24.4	Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
	24.5	If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
25. Evaluation and Comparison of Bids	25.1	The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
	25.2	The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
	25.3	The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4: 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 required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements. 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. c. Deviation in payment schedule: i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder. or ii. The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

		d. Cost of spare parts. i. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price. or ii. The Procuring agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price. or iii. The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation. e. Spare parts and after sales service facilities in the Procuring agency's country. The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price. f. Operating and maintenance costs. Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications. g. Performance and productivity of the equipment. i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

		or ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications. 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:
		The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.
		[In the Bid Data Sheet, choose from the range of]
		Evaluated price of the goods — 60 to 90
		Cost of common list spare parts — 0 to 20
		Technical features, and maintenance and operating costs — 0 to 20
		Availability of service and spare parts — 0 to 20
		Standardization — 0 to 20
		Total — 100
		The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.
26. Contacting the Procuring Agency	26.1	Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
	26.2	Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.
		F. Award of Contract
27. Post-qualification	27.1	In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is

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

	32.2	Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
33 Performance Security	33.1	Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
	33.2	Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.
34. Corrupt or Fraudulent Practices	34.1	The Government of Khyber Pakhtunkhwa requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPP Act, 2009 and Rules made thereunder: a. defines, for the purposes of this provision, the terms set forth below as follows: i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition; 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; c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.
	34.2	Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of

		Contract.
36. Integrity Pact	35.1	The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.

Part One - Section II.

General Conditions of Contract

Notes on the General Conditions of Contract (GCC)

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

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

Table of Clauses

General Conditions of Contract

1. Definitions	1.1	In this Contract, the following terms shall be interpreted as indicated: 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 Contractcontained in this section. f. "SCC" means the Special Conditions of Contract. g. "The Procuring agency" means the organization purchasing the Goods, as named in SCC. h. "The Procuring agency's country" is the country named in SCC. i. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract. j. "The Project Site," where applicable, means the place or places named in SCC. k. "Day" means calendar day.
2. Application	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3. Country of Origin	3.1	All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and `further elaborated in the SCC.

	3.2	For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of Goods and Services is distinct from the nationality of the Supplier.
4. Standards	4.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritativestandards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit by the Government	5.1	The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
	5.3	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.
	5.4	The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.
6. Patent Rights	6.1	The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.
7. Performance Security	7.1	Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting

		from the Supplier's failure to complete its obligations under the Contract.
	7.3	The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms: a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or b. a cashier's or certified check.
	7.4	The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
8. Inspections and Tests	8.1	The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
	8.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
	8.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
	8.4	The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
	8.5	Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
9. Packing	9.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit

		to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.
10. Delivery and Documents	10.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
	10.2	Documents to be submitted by the Supplier are specified in SCC.
11. Insurance	11.1	The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.
12. Transportation	12.1	The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
13. Incidental Services	13.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 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: 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 b. in the event of termination of production of the spare parts: i. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; ii. following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
	15.3	The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
	15.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.

	15.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.
16. Payment	16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
	16.2	The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
	16.3	Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
	16.4	The currency of payment is Pak. Rupees.
17. Prices	17.1	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.
18. Change Orders	18.1	The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following: 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.

20. Assignment	20.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.
21. Subcontracts	21.1	The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
	21.2	Subcontracts must comply with the provisions of GCC Clause 3.
22. Delays in the Supplier's Performance	22.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
	22.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	22.3	Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
23. Liquidated Damages	2.31	Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.
24. Termination for Default	24.1	The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part: 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

		b. if the Supplier fails to perform any other obligation(s) under the Contract. 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. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
	24.2	In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	25.2	For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	25.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
26. Termination	26.1	The Procuring agency may at any time terminate the Contract by

for Insolvency		giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.
27. Termination for Convenience	27.1	The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	27.2	The Goods that are complete and ready for shipment within thirty (30) 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: a. to have any portion completed and delivered at the Contract terms and prices; and/or b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
28. Resolution of Disputes	28.1	The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	28.2	If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
29. Governing Language	29.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
30. Applicable Law	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.
31. Notices	31.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's

		address specified in SCC.
	31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

Government of Khyber Pakhtunkhwa

Health Department

Government Medicine Coordination Cell (MCC)

Standard Bidding Documents

For National Competitive Bidding
Pakistan

For

SELECTION & RATE CONTRACTING OF DRUGS/MEDICINES, SURGICAL DISPOSABLES & NON-DRUG ITEMS

FOR THE YEAR 2016-17

June 2016

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 Supplier should follow.

Table of Contents - Part Two

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 ForBids (IFB) conforms to the bidding documents and in particular to the relevant information in the Bid Data Sheet.

Invitation For Bids

GOVT: MEDICINES CO-ORDINATION CELL (MCC) HEALTH DIRECTORATE KHYBER PAKHTUNKHWA PESHAWAR

CORRIGENDUM

This is with reference to 2nd Re-advertisement of Invitation for Bids (IFB) for Procurement of Drugs, Medicines, Surgical Disposables & Non-Drug Items by Govt. Medicines Coordination Cell (MCC) for the year 2016-17 published vide INF No. (P)94 in national dailies on 06.01.2017, 07.01.2017

1. **All interested bidders are informed that the date of receipt of bids and their opening for said items is hereby extended as under.**

a. **Date of receipt of bids may be read as 3rd February 2017 upto 11:00AM**

b. **Date of opening of bids may be read as 3rd February 2017 at 11:30AM.**

2. **Standing Bidding Document (SBD), Medicines Formulary, Specifications of items and Evaluation Criteria shall be same as adopted for the year 2016-17 for procurement of Drugs / Medicines, Surgical Disposables & Non-Drug Items.**

3. **Standing Bidding Document (SBD) and other details are available on official website of Health Department Khyber Pakhtunkhwa on www.healthkp.gov.pk**

Officer Incharge Govt; MCC /
Director General Health Services
Khyber Pakhtunkhwa Peshawar

Section II. Bid Data Sheet
BID DATA SHEET

ITB Ref.	Introduction/Description	Detail
ITB 1.1	Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	Government Medicine Coordination Cell (MCC), Health Department Government of Khyber Pakhtunkhwa
ITB 1.1	Loan or credit or Project allocation number. Loan or credit or Project allocation amount.	Not Applicable
ITB 1.1	Name of Project	Not Applicable
ITB 1.1	Name of Contract	Not Applicable
ITB 4.1	Name of Procuring agency.	Government Medicine Coordination Cell (MCC) Health Department Government of Khyber Pakhtunkhwa
ITB 6.1	Procuring agency's address, telephone, telex, and facsimile, numbers.	Director General Health Services Khyber Pakhtunkhwa Peshawar Tel No: 091- 9210269 Fax No: 091- 9210230 MCC Office Tel No: 091-9211702 Email: mcckpk@gmail.com
ITB 8.1	Language of the bid.	English
Bid Price and Currency		
ITB 11.2	Price quoted shall be:	Pakistan Rupees (Rs.)
ITB 11.5	The price shall be fixed	The price will be fixed till 30th June 2017
Preparation and Submission of Bids		
ITB 13.3 (d)	Qualification requirements.	• **Manufacturer** and/or **Importer** registered as such with Drug Regulatory Authority of Pakistan for the quoted goods falling under The Drug Act 1976 & Rules framed there under; and • **Manufacture** of Non-Drugs Items (NDIs) and Medical Devices in Pakistan; and • **Importer** of Non-Drugs Items (NDIs) and Medical Devices duly authorized by the goods Principal Manufacturer or producer to supply the NDIs in Pakistan.
ITB 14.3 (b)	Spare parts required for ----- of years of operation	Not Applicable
ITB 15.1	Amount of bid security.	Rs. 500,000/-
ITB 16.1	Bid validity period.	150 days from the date of opening of bids
ITB 17.1	Number of copies.	One (original bid)
ITB 18.2 (a)	Address for bid submission.	Deputy Director (Prequalification/Registration/Drugs)Directorate General Health Services, Khyber Road, Peshawar

ITB 18.2 (b)	IFB title and number.	Procurement of Drugs/Medicines, Surgical

		Disposables & Non-Drug Items for the year 2016-17
ITB 19.1	Deadline for bid submission.	Before and up to 10 a.m, 30th June 2016
ITB 22.1	Time, Date, and Place for bid opening.	10:30 hours, 30th June 2016 Conference Room, Directorate General Health Services, Khyber Road, Peshawar
Bid Evaluation		
ITB 25.3	Criteria for bid evaluation.	Merit Point Evaluation The items ranked highest in merit points (obtained through and based on technical and financial evaluation) will get unit rate central contract.
ITB 25.4 (a) **ITB 25.4 (b)**	One option only Delivery schedule. Relevant parameters in accordance with option selected.	Not Applicable
Option I **Option II** **Option III**	Adjustment expressed as a percentage, or adjustment expressed in an amount in the currency of bid evaluation, oradjustment expressed in an amount in the currency of bid evaluation.	Not Applicable
ITB 25.4 (c)(ii)	Deviation in payment schedule. Annual interest rate.	Not Applicable
ITB 25.4 (d)	Cost of spare parts.	Not Applicable
ITB 25.4 (e)	Spare parts and after sales service facilities in the Procuring agency's country.	Not Applicable
ITB 25.4 (f)	Operating and maintenance costs.	Not Applicable
ITB 25.4 (g)	Performance and productivity of equipment.	Not Applicable
ITB 25.4 (h)	Details on the evaluation method or reference to the Technical Specifications	As in section on Technical Evaluation of bids.
ITB 25.4 alternative	Specify the evaluation factors.	Not Applicable
Contract Award		
ITB 29.1	Percentage for quantity increase or decrease.	Not Applicable

Section III. Special Conditions of Contract

Table of Clauses

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (c) The Goods are: **Drugs /Medicines, Surgical Disposables, Non-Drug Items (NDIs)**

GCC 1.1 (g) **The Procuring Agency is:**Government Medicine Coordination Cell, Health Department, Government of Khyber Pakhtunkhwa, Peshawar; and

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

GCC 1.1 (i) The Supplier is:

i) **Manufacturer** and/or **Importer** registered as such with Drug Regulatory Authority of Pakistan for the quoted goods falling under The Drug Act 1976 &Rules framed there under; and

ii) **Manufacture**of Non-Drugs Items (NDIs) and Medical Devices in Pakistan; and

iii) **Importer**of Non-Drugs Items (NDIs) and Medical Devicesduly authorized by the goods Principal Manufacturer or producer to supply the NDIs in Pakistan.

2. Sample Provision:

GCC 1.1 (j)—The Project Site is:**Office of Govt. MCC, Directorate General Health Services, Khyber Road, Peshawar.**

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 Govt. MCC at bidder's own risk and cost at the time and datecommunicated. 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".

4. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be:**Not Required.**

However, the bids security of Rs. 500,000/- 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.

However, each successful bidder shall deposit into Provincial Govt.of Khyber Pakhtunkhwa Treasury a sum of Rs. 10,000/- as Technical Evaluation Fee through Challan on prescribed format in State Bank of Pakistan at Peshawar before the signing of Rate Contract Agreement.

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 Inspection Team/s constituted by the Technical and Evaluation (T&E) Committee and /or by the Selection and Rate Contracting Committee (S&RCC) of the Government MCC 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 relevant premises to conduct verification of selected Current Good Manufacturing Practices (cGMP) Parameters as laid down in the Technical Evaluation Proformas (Section-V -Technical Specification of the Part II of these SBDs).

ii. The bidder shall be disqualified for competition if Inspection Team/s declare that the bidder does not meet the mandatory requirements for qualification as mentioned in the Technical Evaluation Proformas for various categories of Suppliers in these SBDs.

iii. Medical devices, cotton and other related goods shall be examined and tested by a panel of experts of the T&E Committee and / or the S&RCC of the Government MCC for submission of technical report to the relevant forum for the needful.

iv. The Drugs/medicine, devices and other NDIs shall be examined and tested by the Drug Testing Laboratory for submission of technical report/sto relevant forum/office for the needful.At the time of signing the contract agreement with the Procuring Agency, all the successful bidders for Drugs/Medicine, Surgical Disposables, Medical Devices falling under the Drugs Act 1976shall provide the Testing Method/s and Lab. protocols to test their successful items in the Drugs Testing Laboratory.

v. Any other appropriate method may be adopted by the T&E Committee and / or S&RCC to assess and/orassure 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 Govt. MCC 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)

For Drugs/Medicines falling under the Drugs Act 1976,the Supplier shall, in addition to the terms and conditions of the Rate Contract Agreement with Procuring Agency, provide warranty under Section 23 of the Drugs Act 1976 and the Rules framed there under.

In case of NDIs, the Supplier shall warrant as per GCC Clause 15.

10. Payment (GCC Clause 16):

GCC Clause 16 as well as under the terms and condition in Rate Contract Agreement with the Procuring Agency.

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

11. Prices (GCC Clause 17)

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 entity procuring the quoted item/s through public funding.

ii) In case of Drugs/Medicines the bidder shall not quote the price more than the trade price of individual quoted item/s.
iii) In case of NDIs, the bidder shall not quote the prices more than the prevailing market price of the quoted item/s.

1. Liquidated Damages (GCC Clause 23)

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

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

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. Governing Language (GCC Clause 29)

The Governing Language shall be: **English**

16. Applicable Law (GCC Clause 30)

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 Drugs Act 1976 and Rules framed there under
iv. The DRAP Act 2012and Rules framed there under
v. The General Financial Rules of the Govt. of Khyber Pakhtunkhwa and all the relevant laws, rules and regulations pertaining to budgeting and financial management of public funds.
vi. The Employment of Children (ECA) Act 1991
vii. The Bonded Labour System (Abolition) Act of 1992
viii. The Factories Act 1934

15. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency address for notice purposes:

Office of Government Medicine Coordination Cell (MCC),
Directorate General Health Services,
Khyber Pakhtunkhwa,
Khyber Road,Peshawar.
Tel: 091-9210269
091-9211702
Fax:091-9210230
Email: mcckpk@gmail.com

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

16. Duties & Taxes (GCC clause 32)

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

Section IV. Schedule of Requirements

GOVT: MEDICINES CO-ORDINATION CELL KHYBER PAKHTUNKHWA

2ND RE-ADVERTISED MCC FORMULARY FOR THE YEAR 2016-2017

***NOTE*: All powdered injectable should be with sterile water for injection within the DRAP registered packing of drug.**

ANESTHETICS & ADJUVANT

6. Halothane 250ml Inhalation
8. Ketamine HCl 10 mg/ml, 2 ml,5 ml& 10 ml Inj.
11. Lignocaine HCl + Adrenaline1:80,000 Dental Cartridges
14. Succinyl Choline100 mg (Powder)Inj.
15. Thiopentone Sodium 500mg Inj.
16. Vecuronium Bromide 4mg Inj.

ANTIHISTAMINES and ANTI-ALLERGIC

17. Chlorphenirarnine Maleate Inj.

ANTI-INFECTIVE DRUGS

24. Amoxycillin 250 & 500 mg Inj.
28. Benzyl Penicillin 6 lac,12 lac Unit Inj.
40. Clarithromycin 500mg Inj.
41. Clindamycin 600mg Inj.
42. Co-Trimoxazole (Trimethoprim + Sulphamethoxazole DS Tab.,
51. Oxytetracycline 250mg Cap
53. Streptomycin Sulphate 1 gm Inj.

ANTI-TUBERCULOSIS AGENTS

55. Cycloserine 250 mg Tab.
56. Ethambutol + INH (400 mg + 150 mg) tab
57. Ethambutol 100 mg & 400 mg tab
58. Ethionamide 125 mg Tab.
59. Isoniazid50 mg, 100 mg & 300 mg Tab./Syrup
60. Para Amino Salicylic acid (PAS) Tab
61. Pyrazinamide 500 mg tab, 250mg/5ml Syrup.
67. Thioacetazone + Isoniazid (50 mg + 100 mg) Tab. (150 mg + 300 mg) Tab.
68. Thioacetazone 150 mg Tab.

ANTI-MALARIAL AGENTS

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81. Artesunate 60mg, 120mg Inj

83 Primaquine 7.5 mg Tab
84 Pyrimethamine 25 mg Tab.
85 Quinine Dihydrochloride300mg Tab.& 300mg/ml Inj.
86 Sulphadoxine + Pyrimethamine (500mg + 25mg) Tab.& Suspension.

BLOOD FORMATION, COAGULANTS, ANTICOAGULANTS& ANTI-ANEMIC

95 Factor IX 500i.u Inj.
96 Factor VII Inj.
97 Factor VIII 250i.u/10ml Inj.
99 Folic Acid 5 mg tab.
103 Phytomenadione 2mg/0.2ml Inj.
104 Tissue Plaminogin Activator Inj.
107 Vitamin K 10mgInj.
108 Warfarin Sodium1mg& 5 mg Tab.

ANTIDOTES

109 Acetyl Cysteine Inj.
110 Activated Charcoal Tab., Cap. &Powder
111 Atropine Sulphate Inj.
114 Dimercaprol 50mg/ml Inj.
115 EDTA Inj.
116 Flumazenil Inj.
117 Fomepizole 5mg/ml Inj.
118 Glucagon Inj: 200 mg
119 Methylene Blue 10 mg/ml Inj.
120 Naloxone 0.4 mg / per ml Inj.
121 Neostigmine 2.5mg Inj.
122 Penicillamine 250 mg Tab.
123 Pralidoxine Inj.
125 Protamine Sulphate 10 mg Inj.
126 Sodium Nitrite 30 mg Inj.
127 Sodium Thiosulfate 250 mg/ml Inj.

CARDIOVASCULAR AND DIURETIC DRUGS

128 Acetazolamide 250 mg Tab.
130 Adenosine Inj.
131 Adrenaline 0.1 % w/v Inj.
132 Ajmaline Inj.
140 Digoxin 500 mcg Inj., 250 mcg Tab.&50 mcg/ml Oral Solution
143 Furosemide 20 & 40 mg Tab. & 10mg/ml Inj.
144 GlycerylTrinitrate 0.5 mg sublingual Tab, sublingual Spray
145 Hydralazine Inj. 20 mg Tab.25 & 50 mg
146 Isoprenaline1 mg/ml Inj.
149 Labetalol 50mg Inj.
153 Methyldopa 250 mg Tab. & 250 mg Inj.

155 Nifedipine 10 mg & 20 mg Cap.
159 Sodium Nitroprusside 50mg Inj.
164 Verapamil Inj.

PSYCHOTHERAPEUTIC AND ANTICONVULSANT DRUGS

167 Aripiprazole 15mg Tab.
173 ClopixolAccuphase 100mg Inj.
174 Diazepam 10 mg/ml Inj.
179 Flupenthixol 40 mg Inj.
187 Phenobarbital Tab. & Inj. Syrup
189 Prochlorparazine Maleate 5 mg Tab. & 12.5 mg Inj.
196 Trifluoperazine 5mg Tab.
197 Zuclopenthixol 200mg Inj.

ANALGESICS & ANTIPYRETICS

203 Paracetamol 500mg/100ml Infusion.

EAR, NOSE AND THROAT PREPARATIONS

206 Gentamicin Sulphate 0.3% Ear drops
207 Lignocaine + Polymyxin (50mg/ml+10,000i.u/ml) Ear drops.
208 Soda Glycerine ($NaHCO_3$5% + Glycerine 30%) Ear drops.

HORMONES & DRUGS ACTING ON ENDOCRINE SYSTEM

210 Carbimazole 5 mg Tab.
218 Glucagon 1 mg/ml Inj.
224 Mestranol + Norethisterone (50 mcg +1 mg) Tab.
226 Methyl Prednisolone 500mg& 1gm Inj.
227 Methylergometrine Maleate 0.2mg/ml Inj.
229 Oxytocin 5i.u Inj.

INTRAVENOUS FLUIDS AND ELECTROLYTES

235 Calcium Gluconate Inj.
240 Disodium Hydrogen Citrate 1.25 mg / 5ml Syrup.
243 Hydroxy Ethyl Starch 6% solution 500ml i.v Infusion.
245 Magnesium Sulphate 500mg/ml Inj
249 Peritoneal Dialysis (sodium chloride 5.65 gm + sodium lactate 4.88 gm + calcium chloride 0.294 gm + magnesium chloride 0.153 gm + dextrose 15 gm/1000ml) 2000ml, 4000ml, Solution
253 Salt free Albumin 20% solution; 50ml & 100ml i.v Infusion.

GASTROINTESTINAL DRUGS

256 Bisacodyl 5 mg Tab.
257 Dimenhydrinate 50 mg/ml Inj,

IMMUNOLOGICAL / IMMUNOMODULATORS

271 Anti-D (Rho) Immunoglobulin 300mcg Inj.
273 Anti-Rabies Vaccines Inj. (human diploid Cells)
274 Anti-Tetanus Serum Inj.1500i.u & 10,000i.u Inj.
275 BCG Vaccine (WHO Prequalified)
276 Cholera Vaccine Inj.
277 Diphtheria Anti-Toxin 10,000i.u & 20,000i.u Inj.
278 Flu Vaccine
279 Hepatitis B Immunoglobulin Inj.
281 Influenza Vaccine Inj. (WHO Prequalified)
282 Measles Vaccine Inj. (WHO Prequalified)
283 Meningococcal Vaccine Inj. (WHO Prequalified)
284 Mumps Measles Rubella Vaccine (MMR) Inj.
285 Mumps Vaccine Inj.
287 Pneumococcal Inj. (WHO Prequalified)
288 Rabies Immunoglobulin (Human) 150i.u/ml Inj.
291 Tetanus Immunoglobulin Human 250i.u Inj.

STERILE OPHTHALMIC PREPARATIONS

297 Chloramphenicol 1% Eye Ointment.
299 Cyclopentolate 1% Eye Drops.
300 F1uorescein Strips; and 1% & 2% w/v Eye Drops.
302 Homatropine 2% w/v Eye Drops.
304 Levobunolol 0.5% w/v Eye Drops.
307 Pilocarpine HCl2% w/v Eye Drops.
310 Proparacaine 0.5% w/v Eye Drops.
317 Tropicamide 1% w/v Eye Drops.

RESPIRATORY DRUGS

319 Aminophylline 250mg/10ml Inj.
326 Salbutamol 0.5mg/ml Inj.

TOPICAL PREPARATIONS

329 Benzyl Benzoate 25% Lotion
339 Gentamicin 0.1 % Cream / Ointment
340 Gentian Violet 0.5% Aqueous Solution
341 Hydrocortisone 1% Ointment / Cream 5 gm
343 Meglumine antimoniate 1.5gm/5ml, Inj.
344 Miltefosine 10mg, 50 mg Tab./ Caps
345 Mupirocin 2 % w/w Cream & Ointment 15 gm
348 Salicylic Acid 5 % Solution
349 Silver Sulphadiazine 1% Cream 250 gm
350 Sodium Stibogluconate 100mg/ml Inj.

DISINFECTANT & ANTISEPTIC

353 Glutaraldehyde Solution
354 Hydrogen Peroxide 6% Solution
356 Sodium Hypochlorite 10% Solution.
357 Tetra-chloro-decaoxide 0.052mg/5ml Solution 10ml

ANTI NEOPLASTIC AGENTS / IMMUNOSUPPRESSANT

366 Leukaran 2mg Tab.
367 Melphalan 2mg, 5mg Tab.
368 Methotrexate 10 mg Tab
370 Tamoxifen 10 & 20 mg Tab.
373 Ganciclovir 250mg Tab/Cap, 500 Inj.

RADIOLOGICAL DIAGNOSTICS

375 Barium Sulphate 60% w/v Liquid, 99% w/w Powder
377 Iohexol 300mg/ml, Inj.

MISCELLANEOUS THERAPEUTICS

381 Tri-chloro-iso-cyanuric Acid Tab.

COTTON, BANDAGES, POP, SURGICAL DISPOSABLES & NON-DRUG ITEMS

384 Bacterial filter, HMC Filter and Viral filter (HCV,HBS+HIV etc.)
385 Blood Bags (CPAD-1) + Transfusion Sets
388 Cardiac Stents various sizes medicated and non-medicated
390 Catheter 3-Way Simple, Different Sizes.
392 Cord Clamp
393 Cotton Roll (Surgical) 100gm, 200gm, 400gm (as per MoH notification No. F.6-6/2005-reg-II (south) dated 13/9/2006)
397 Dental Needles Disposable, sterilized for dental syringes.
402 E.C.G Electrodes & Stickers
405 Face Mask disposable 3 PLY
406 Face Mask Disposable different Sizes
407 Foleys Catheter, Silicon coated & 100 % Silicon Different Sizes.
408 Formalin Pure 450ml
409 Gauze Cloth Roll packing (as per MoH notification No. F.6-6/2005-reg-II (south) dt 13/9/2006)
410 i.v administration drip sets (sterile, minimum 150cm length tubing, with additional "Y" injection port latex and pyrogen free, blister pack)
412 Infusion Chamber disposable sterile
413 Inj. Hyaluronic Acid
414 Intra Ocular Lens (IOL) foldable & ordinary lens various sizes / powers
415 Isopropyl Alcohol 70% Disposable Nonwoven Swabs
418 Liquid Paraffin 450ml
419 Liver Biopsy Needle
420 Nasal Oxygen Cannula (neonatal, paediatric, adult)
421 Nasogastric Tube (all sizes)

422 Nebulizer mask with chamber and tubing different sizes
425 Pleural Biopsy Needles (Abraham's)
426 Polythene examination gloves un-sterilized different sizes
429 Rediavac bottle with tube (Disposable)
431 Sterilized Dressing Gauze
436 True cut disposable Biopsy Needles (for solid organs)

CAT GUT CHROMIC		
S.No.	Sutures	Size
1.	30mm ½ circle round body needle	2/0
2.	30mm ½ circle round body needle	1
3.	40mm ½ circle round body needle	2

Note:

All powdered injectable should be with sterile water for injection within the DRAP registered packing of drug.

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Section V. Technical Specifications

Technical Evaluation Criteria for Drugs / Medicines, Surgical Disposables and Non-Drug Items

(Maximum Allocable Marks Score = 70 marks)

NOTE:
For further details of evaluation criteria and marking scheme, please see section on proformas in these SBDs.

1. **Please note that only those drugs/medicinal items shall be quoted which are:**
   - **a.** Registered with the **Drug Regulatory Authority (DRAP)** Government of Pakistan.
   - **b.** In case of imported items, the quoted items should be **registered for use in their country of origin**.
   - **c.** For which the Importers can provide **valid Free Sales Certificate**&**valid cGMP Certificate**for their quoted products duly attested by the embassies of the countries of origin of quoted items.

2. A firm submitting any forged document shall be disqualified.

3. **SYSTEM BREAKING / DISQUALIFICATIONPOINTS IN TECHNICAL EVALUATION CRITERIA:**

   During technical evaluation of the quoted bids, bidders may stand disqualified if the Scrutiny Committee for bids evaluation and /or Inspection Team/s find and declare any of the shortcoming/s related to the documents and/or manufacturing units and / or the premises of the manufacturers and /or Importers regardless of completion / fulfillment or otherwise of any terms and conditions, criteria and /or codal formalities:

A) Manufacturer of General Drugs/Medicines

1. Functional Stability Chamber (evaluated by the panel of expert at the time of inspection and nonfunctioning will lead to disqualification of the section or firm)
2. Raw material storage (evaluated by the panel of expert at the time of inspection and non-adherence to cGMP will lead to disqualification of the firm)
3. Finished goods warehousing (evaluated by the panel of expert at the time of inspection and non-adherence to cGMP will lead to disqualification of the firm).
4. Functional HVAC (evaluated by the panel of expert, Non functionality of the HVAC system in specified section will lead to disqualification of the section or firm).

B) Importers of General Drugs/Medicines

1. Valid cGMP Certificate (attested from the embassy of the country of origin in Pakistan or Pakistani embassy in the country of origin). Non Provision of the attested certificate will lead to Disqualification
2. Availability of minimum 25% inventory of the total in Goods Declaration Certificates from the Pakistan Customs for the quoted product in last one year (evaluated by the panel of expert at the time of inspection and non-availability of the 25 % stock will lead disqualification of the quoted product)
3. Functional and effective Air-conditioning& Ventilation System and / or effective cold chain (for thermo-liable quoted items) non provision of the facility will lead to Disqualification.
4. Valid Free Sale Certificate (attested from the embassy of the country of origin in Pakistan or Pakistani embassy in the country of origin). Non Provision of the attested certificate will lead to Disqualification.

C) Manufacturer of Biological Products:

1. Functional Stability Chamber (evaluated by the panel of expert at the time of inspection and nonfunctioning will lead to disqualification of the firm)
2. Availability Functional effective Cold Chain System and / or Uninterrupted Power Supply (evaluated by the panel of expert at the time of inspection and non-adherence to cGMP will lead to disqualification of the firm).
3. Functional HVAC (Non functionality of the HVAC system in specified section will lead to disqualification of the section or firm).

D) Importer/s of Biological Products:

1. Valid cGMP Certificate(attested from the embassy of the country of origin in Pakistan or Pakistani embassy in the country of origin). Non Provision of the attested certificate will lead to Disqualification.
2. Availability of minimum 25% inventory of the total in GDs of the quoted product in last one year (evaluated by the panel of expert at the time of inspection and non-availability of at least 25 % stock will lead to disqualification of the quoted product).
3. Functional and effective Air-conditioning & Ventilation System and / or effective cold chain (thermo-liable items).Non availability of the facility will lead to Disqualification.
4. Valid Free Sale Certificate (attested from the embassy of the country of origin in Pakistan or Pakistani embassy in the country of origin). Non Provision of the attested certificate will lead to Disqualification.

E) Manufacturer/s of Medical Devices:

1. Raw material storage (evaluated by the panel of expert at the time of inspection and non-adherence to cGMP will lead to disqualification of the firm)
2. Finished goods warehousing (evaluated by the panel of expert at the time of inspection and non-adherence to cGMP will lead to disqualification of the firm).
3. Functional HVAC (evaluated by the panel of expert, Non functionality of the HVAC system in specified section will lead to disqualification of the concerned section or firm).

4. Samples of devices will be tested and evaluated by the Drugs Testing Laboratory as well as by a panel of experts / end users and the quoted item/s may be disqualified for further competition on the report/s of these entities.

F) <u>Importer/s of Medical Devices:</u>

1. Valid cGMP /Quality Control /Quality Assurance Certificate (attested from the embassy of the country of origin in Pakistan or Pakistani embassy in the country of origin). Non-Provision of the attested certificate will lead to Disqualification.
2. Availability of minimum 25% inventory of the total in GDs of the quoted product in last one year (evaluated by the panel of expert at the time of inspection and non-availability of the 25 % stock will lead disqualification of the quoted product).
3. Functional and effective Air-conditioning & Ventilation System and effective cold chain (for thermo-liable items).Non – availability of the facility will lead to Disqualification.
4. Valid Free Sale Certificate (attested from the embassy of the country of origin in Pakistan or Pakistani embassy in the country of origin). Non Provision of the attested certificate will lead to Disqualification.
5. Samples of devices will be tested and evaluated by the Drugs Testing Laboratory as well as by a panel of experts / end users and the quoted item/s may be disqualified for further competition on the report/s of these entities.

G) <u>Manufacturer of Cotton & Related Goods & Non Drugs Items (NDIs):</u>

1. Functional and effective Air-conditioning & Ventilation System (evaluated by the Inspection Team/s). Non functionality of the AC & Ventilation system in specified section will lead to disqualification of the section or firm.
2. Appropriate storage of raw material/s as per law (evaluated by the Inspection Team/s). Non provision of good storage condition will lead to disqualification of the section or firm.
3. Appropriate storage of finished goods as per law (evaluated by the Inspection Team/s). Non provision of good storage conditions will lead to disqualification of the section or firm.
4. Samples of devices will be tested and evaluated by the Drugs Testing Laboratory as well as by a panel of experts / end users and the quoted item/s may be disqualified for further competition on the report/s of these entities.

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 lowest evaluated responsive firm whose product ranks highest in the Combined Evaluationscoring 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 proformasprovided in these SBDs.

As evident from allocable score above and because of the importance and complexities/sensitivities in the field of procurement and use of Drugs and other products related to human lives and health, this Methodology puts greater emphasis on non-price factors like high quality of the product derived from excellent-grade raw material, stringent product certifications, international best pharmaceutical quality control practices in laboratories, pharmaco-Vigilance systems for Drug safety reporting and monitoring; and the most efficient industrial processes in the manufacturing premises.

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

The formula to calculate the marks for the price by the bidders 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 ÷ 86] x 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 ÷ 105] x 30 = 24.57 Marks

- If the next higher quoted price of the same item is Rs. 130/-, the marks obtained will be:
  = [86 ÷ 130] x 30 = 19.84 Marks

…. And so on.

Evaluation Criteria for Manufacturers of General Medicine/Drugs for Govt MCC 2016-17

Name of Firm

	Technical Evaluation Matrix																	Financial Evaluation				Final Grand Total of Scores
	Factory Technical Evaluation Parameters										Factory Evaluated Score	Product Evaluation Parameters					Product Evaluated Score	Total Technical Score				
	Documents based Factory Score						Evaluation visit Score					Product Technical Parameters				Product Availability						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	Adequate availability of qualified HR (information of pharmacist/chemist/microbiologist etc on official leter head of the company duly attested by senior executive of the firm)	Current export certificate from DRAP not older than one year (certificate from DRAP duly attested by senior executive of the firm)	Valid Iso 14001 (duly attested by senior executive of the firm)	Valid ISO 9001 (Certificate duly attested by senior executive of the firm)	Accreditation of manufacturing unit or its section recognized by International Body (Certificate from FDA, WHO etc or Any other accrediated body duly attested by senior executive of the firm)	Valid calibration certificate for equipment (certificate that all the equipments are calibrated in the manufacturing unit)	Functional Stability Chamber (evaluated by the panel of expert at the time of inspection and non functioning will lead to disqualification of the section or firm)	Raw material storage (evaluated by the panel of expert at the time of inspection and non adherence to cGMP will lead to disqualification of the firm)	finished goods warehousing (evaluated by the panel of expert at the time of inspection and non adherence to cGMP will lead to disqualification of the firm)	Functional HVAC (evaluated by the panel of expert, Non functionality of the HVAC system in specified section will lead to disqualification of the section or firm)		Goods Declaration of imported APIs from Pakistan Customs or Invoice in case of Pakistani API source, not older than 01 Year on the cutoff date of bids	APIs source accredited by WHO, FDA, EMA, MHRA, TGA, PMDA, Swiss Medic or Health Canada, pakistan source (valid cGMP) or by other SRAs countries	Certificate of Analysis for quoted product APIs from manufacturer	Stability studies of quoted Product (stability certificate of the quoted product duly attested Q.C incharge of the firm)	Availability of quoted product in Pakistan, IMS Data			Quoted Unit Price	Lowest Quoted Price among the qualified bids for particular item	Maximum Allocable Price Score	Score of financial bid	
Marks for various parameters	5	5	2	3	3	5	5	4	3	5	40	8	7	5	5	5	30		0	0	30	30	100

Evaluation Criteria for Import of General Medicines/Drugs for Govt MCC 2016-17

Name of Firm

	Technical Evaluation Matrix																	Financial Evaluation				Grand Total of Scores
	Principal's & Importer's Evaluation Parameters								Suppliers Technical Score	Product Evaluation Parameters						Product Evaluated Score	Total Technical Score					
	Principal's Evaluation					Importer's Evaluation				Product Technical Parameters					Product Availability							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
	Valid cGMP Certificate(attested from the embassy of the country of origin in pakistan or pakistani embassy in the country of origin) Non Provision of the attested certificate will lead to Disqualification	valid Iso 14001 (duly attested by senior executive of the firm)	Valid ISO 9001 (Certificate duly attested by senior executive of the firm)	Accreditation of manufacturing unit or its section recognized by Inter-national Body (Certificate from FDA, WHO etc or Any other accrediated body duly attested by senior executive of the firm)	Valid calibration certificate for equipment (certificate that all the equipments are calibrated in the manufacturing unit)	Availability of minimum 25% inventory of the total in GDs of the quoted product in last one year (evaluated by the panel of expert at the time of inspection and non avilability of the 25 % stock will lead disqualification of the quoted product)	Functional and effective Airconditioning & Ventilation System and effective cold chain (thermolilable drugs) non provision of the facility will lead to Disqualification	Availability of qualified Human Resource (evaluated by panel of experi)		Goods Declaration of finished products from Pakistan Customs not older than one year at the time of cutoff date of bids	API/s source accredited by WHO, FDA, EMA, MHRA, TGA, PMDA, Swiss Medic or Health Canada or by other SRAs (Relavent documents duly attested by senior executive of the importer)	Certificate of Analysis of finished products from the Principal Manufacturer of the recent most import batch	Stability studies of the quoted Product from Principal Manufacturer	Valid Free sale embassy attested from country of origin Non Provision of the attested certificate will lead to Disqualification	Availability of quoted product in Pakistani market as in IMS data			Quoted Unit Price	Lowest Quoted Price	Maximum Allocable Price Score	Price Adjusted Score	
Marks for various parameters	8	3	2	5	5	5	5	5	**35**	5	5	5	5	10	5	**35**	**70**			30		100

Evaluation Criteria for Manufacturer Biological Drugs for Govt MCC 2016-17

Name of Firm

	Technical Evaluation Matrix																	Financial Evaluation				Grand Total of Scores
	Factory Technical Evaluation Parameters									Factory Evaluated Score	Product Evaluation Parameters						Product Evaluated Score	Total Technical Score				
	Documents based Factory Score						Evaluation visit Score				Product Technical Parameters					Product Availability						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	Adequate availability of qualified HR (information of pharmacist/chemist/microbiologist etc on official leter head of the company duly attested by senior executive of the firm)	Current export certificate from DRAP not older than one year (certificate from DRAP duly attested by senior executive of the firm)	valid Iso 14001 (duly attested by senior executive of the firm)	Valid ISO 9001 (Certificate duly attested by senior executive of the firm)	Accrediation of manufacturing unit or its section recognized by Inter-national Body (Certificate from FDA, WHO etc or Any other accrediated body duly attested by senior executive of the firm)	Valid calibration certificate for equipment (certificate that all the equipments are calibrated in the manufacturing unit)	Functional Stability Chamber (evaluated by the panel of expert at the time of inspection and non functioning will lead to disqualification of the section or firm)	Availability Functional effective Cold Chain System & Uninteruppted Power Supply (evaluated by the panel of expert at the time of inspection and non adhernece to cGMP will lead to disqualification of the firm)	Functional HVAC (Non functionality of the HVAC ststem in specified section will lead to disqualification of the section or firm)		Goods Declaration of imported APIs from Pakistan Customs or invoice in case of Pakistani API source, not older than 01 Year	API/s source accredited by WHO, FDA, EMA, MHRA, TGA, PMDA, Swiss Medic or Health Canada, pakistan source (valid cGMP) or by other SRAs countries	Certificate of Analysis (APIs) from its Manufacturer	Stability studies of the quoted Product	Studies on efficacy of products on pakistan population published in PMDC & HEC recongnised journals	Availability of quoted product in Pakistan, IMS Data			Quoted Unit Price	Lowest Quoted Price	Maximum Allocable PriceScore	Price Adjusted Score	
Marks for various parameters	5	5	3	2	5	5	5	5	5	40	5	5	5	5	5	5	30	70			30		100

Evaluation Criteria for Import of Biological Drugs Govt: MCC Drugs 2016-17

Name of Firm:

	Technical Evaluation Matrix																	Financial Evaluation				Grand Total of Scores
	Principal's & Importer's Evaluation Parameters								Supplier's Technical Score	Product Evaluation Parameters						Product Availability	Product Evaluated Score	Total Technical Score				
	Principal's Evaluation				Importer's Evaluation																	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	Valid cGMP Certificate(attested from the embassy of the country of origin in pakistan or pakistani embassy in the country of origin) Non Provision of the attested certificate will lead to Disqualification	valid Iso 14001 (duly attested by senior executive of the firm)	Valid ISO 9001 (Certificate duly attested by senior executive of the firm)	Accreditation of manufacturing unit or its section recognized by Inter-national Body (Certificate from FDA, WHO etc or Any other accrediated body duly attested by senior executive of the firm)	Valid calibration certificate for equipment (certificate that all the equipments are calibrated in the manufacuring unit)	Availability of minimum 25% inventory of the total in GDs of the quoted product in last one year (evaluated by the panel of expert at the time of inspection and non avilability of the 25 % stock will lead disqualification of the quoted product)	Functional and effective Airconditioning & Ventilation System and effective cold chain (thermoliable drugs) non provision of the facility will lead to Disqualification	Availability of qualified Human Resource (evaluated by panel of expert)		Goods Declaration of finished products from Pakistan Customs not older than one year	Raw Material Source of Pharmaceuticals products accredited by WHO, FDA, EMA, MHRA, TGA, PMDA, Swiss Medic or Health Canada or other SRA countries	Certificate of Analysis of finished products from the Principal Manufacturer	Valid Free sale embassy attested from country of origin Non Provision of the attested certificate will lead to Disqualification	Stability studies of the quoted Product from Principal Manufacturer	Studies on efficacy of products on pakistan population published in PMDC & HEC recongnised journals	Availability of quoted product in Pakistani market as in IMS data			Quoted Unit Price	Lowest Quoted Price	Maximum Allocable Price Score	Price Adjusted Score	
Marks for various parameters	5	3	2	5	5	5	5	5	**35**	5	5	5	5	5	5	5	35	**70**				30	100

Evaluation Criteria for Manufacturers of Medical Devices, Sutures for Govt MCC 2016-17

Name of Firm

	Technical Evaluation Matrix																Financial Evaluation				Final Grand Total of Scores
	Factory Technical Evaluation Parameters								Factory Evaluated Score	Product technical Evaluation Parameters					Product Evaluated Score	Total Technical Score					
	Documents based Factory Score						Evaluation Visit Score														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
	Adequate availability of qualified HR (information of pharmacist/chemist/microbiologist etc on official leter head of the company duly attested by senior executive of the firm)	Current export certificate from DRAP not older than one year (certificate from DRAP duly attested by senior executive of the firm)	Valid Iso 14001 (duly attested by senior executive of the firm)	Valid ISO 9001 (Certificate duly attested by senior executive of the firm)	Accrediation of manufacturing unit or its section recognized by Inter-national Body (Certificate from FDA, WHO etc or Any other accrediated body duly attested by senior executive of the firm)	Raw material storage (evaluated by the panel of expert at the time of inspection and non adherneece to cGMP will lead to disqualification of the firm)	finished goods warehousing (evaluated by the panel of expert at the time of inspection and non adherence to cGMP will lead to disqualification of the firm)	Functional HVAC (evaluated by the panel of expert, Non functionality of the HVAC system in specified section will lead to disqualification of the section or firm)		Goods Declaration of imported raw Material from Pakistan Customs or invoice in case of Pakistani API source, not older than 01 Year	API/s source accredited by WHO, FDA, EMA, MHRA, TGA, PMDA, Swiss Medic or Health Canada, pakistan source (valid cGMP) or by other SRAs countries	Certificate of Analysis of API from its manufacturer	Samples evaluation by DTL	physical examination of items by panel of experts			Quoted Unit Price	Lowest Quoted Price	Maximum Allocable Price Score	Price Adjusted Score	
Marks for various parameters	5	5	3	2	5	3	2	5	**30**	5	5	5	10	15	**40**	**70**	0	0	30		**100**

Evaluation Criteria for Importers of Medical Devices, Dressing Cotton, Sutures & related goods and Non drug Items (NDIs) MCC 2016-17

Name of Firm

	Technical Evaluation Matrix															Financial Evaluation				Final Grand Total of Scores
	Principal's & Importer's Evaluation Parameters							Suppliers Technical Score	Product Technical Parameters					Product Evaluated Score	Total Technical Score					
	Principal's Evaluation				Importer's Evaluation															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
	Valid cGMP /Quality Control/Quality Assurance Certificate (attested from the embassy of the country of origin in pakistan or pakistani embassy in the country of origin) .Non Provision of the attested certificate will lead to Disqualification	valid Iso 14001 (duly attested by senior executive of the firm)	Valid ISO 9001 (Certificate duly attested by senior executive of the firm)	Accreditation of manufacturing unit or its section recognized by International Body (Certificate from FDA, WHO etc or Any other accrediated body duly attested by senior executive of the firm)	Availability of minimum 25% inventory of the total in GPs of the quoted product in last one year (evaluated by the panel of expert at the time of inspection and 'non avilability of the 25% stock will lead disqualification of the quoted product)	Functional and effective Airconditioning & Ventilation System and effective cold chain (thermoliable drugs) non provision of the facility will lead to Disqualification	Availability of qualified Human Resource (evaluated by panel of expert)		Goods Declaration of finished products from Pakistan Customs not older than one year	Valid Free sale embassy attested from country of origin Non Provision of the attested certificate will lead to Disqualification	Certificate of Analysis of finished products from the Principal Manufacturer	Samples evaluation by DTL	physical examination of items by panel of experts			Quoted Unit Price	Lowest Quoted Price	Maximum Allocable Price Score	Price Adjusted Score	
Marks for various parameters	5	3	2	5		5	5	**30**	5	5	5	10	15	**40**	**70**			30		**100**

Evaluation Criteria for Manufacturers of Cotton & related goods and Non-Drug Items (NDIs) for Govt: MCC 2016-17

Name of Firm

	Technical Evaluation Matrix																	
	Factory Technical Evaluation Parameters								Factory Evaluated Score	Product Evaluation Parameters		Product Evaluated Score	Total Technical Score	Financial Evaluation			Price Adjusted Score	Grand Total of Scores
	Documents based Factory Score					Evaluation visit Score												
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	Adequate availability of qualified HR (information of pharmacist/chemist/microbiologist etc on official leter head of the company duly attested by senior executive of the firm)	Current export certificate from DRAP not older than one year (certificate from DRAP duly attested by senior executive of the firm)	valid Iso 14001 (duly attested by senior executive of the firm)	Valid ISO 9001 (Certificate duly attested by senior executive of the firm)	Valid calibration certificate for equipment (certificate that all the equipments are calibrated in the manufacturing unit)	Functional and effective Airconditioning & Ventilation System (evaluated by the panel of expert, Non functionality of the AC & Ventilation system in specified section will lead to disqualification of the section or firm)	Appropriate storage of raw material (evaluated by the panel of expert, Non provision of Good storage condition will lead to disqualification of the section or firm)	Appropriate storage of finished goods (evaluated by the panel of expert, Non provision of Good storage condition will lead to disqualification of the section or firm)		Physical examination of items by the panel of experts	Samples evaluation by DTL			Quoted Unit Price	Lowest Quoted Price	Maximum allocable Price Score		
Marks for various parameters	5	5	3	2	5	5	5	5	**35**	25	10	**35**	**70**			**30**		**100**

Evaluation Criteria for Manufacturers of Cotton & related goods and Non-Drug Items (NDIs) for Govt: MCC 2016-17

Name of Firm

	Technical Evaluation Matrix													Financial Evaluation			Price Adjusted Score	Grand Total of Scores
	Factory Technical Evaluation Parameters								Factory Evaluated Score	Product Evaluation Parameters		Product Evaluated Score	Total Technical Score					
	Documents based Factory Score					Evaluation visit Score												
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	Adequate availability of qualified HR (information of pharmacist/chemist/microbiologist etc on official leter head of the company duly attested by senior executive of the firm)	Current export certificate from DRAP not older than one year (certificate from DRAP duly attested by senior executive of the firm)	valid Iso 14001 (duly attested by senior executive of the firm)	Valid ISO 9001 (Certificate duly attested by senior executive of the firm)	Valid calibration certificate for equipment (certificate that all the equipments are calibrated in the manufacturing unit)	Functional and effective Airconditioning & Ventilation System (evaluated by the panel of expert, Non functionality of the AC & Ventilation system in specified section will lead to disqualification of the section or firm)	Appropriate storage of raw material (evaluated by the panel of expert, Non provision of Good storage condition will lead to disqualification of the section or firm)	Appropriate storage of finished goods (evaluated by the panel of expert, Non provision of Good storage condition will lead to disqualification of the section or firm)		Physical examination of items by the panel of experts	Samples evaluation by DTL			Quoted Unit Price	Lowest Quoted Price	Maximum allocable Price Score		
Marks for various parameters	5	5	3	2	5	5	5	5	**35**	25	10	**35**	**70**			**30**		**100**

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

BID FORM-1

BID COVER SHEET

Mandatory General Information of Applicant Firm

NOTE: **Complete filling of this form along with the provision of all requisite information is mandatory. Missing or not providing any of the requisite information may lead to disqualification of the bidder/s from the bidding competition without any correspondence. 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 MCC formulary items offered for this bidding competition.	
2.	Please indicate the category/ies under which the Firm is applying for bidding. i. General medicines ii. Biological drugs iii. Medical devices iv. Cotton, & related goods, gauze, adhesive tapes, bandages, etc. v. Non drug items (NDIs).	

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/communication related to MCC business 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 bids security instrument along with the Financial Proposal in the sealed envelope in the form of valid Call Deposit Receipt / Bank Draft / Pay Order of the requisite amount from a scheduled Bank of Pakistan in the name of Officer In-charge, Government MCC, Peshawar. **ii.** However, please provide an attested copy of the same bids security document along with Technical Proposal for reference.	
6.	Please provide attested copies of the following Tax related documents: **i.** National Tax Number (NTN) of the Firm for Income Tax, and **ii.** Last year Income Tax Return of the Firm; and **iii.** Sale Tax Registration Certificate of the Firm; and **iv.** Certificate of Professional Tax.	
7.	In case of being manufacturer, the Firm should provide attested copies of the following documents also: **i.** Valid Drugs Manufacturing License issued by the Drugs Regulatory Authority of Pakistan (DRAP); and **ii.** Valid Product Registration Certificate issued by the DRAP for the items quoted by the Firm for bidding competition **iii.** Valid cGMP certificate issued by DRAP **iv.** Valid Price List of the quoted items	
8.	In case of being importers, the Firm should provide attested copies of the following documents also: **i.** Valid Drugs Sales License for the importer; and **ii.** Valid Product Registration Certificate issued by the DRAP for the imported items quoted by the Firm for bidding competition; and **iii.** Valid Agency Agreement with the Foreign Principal entity/ies; and **iv.** Valid cGMP Certificate of Foreign Principal, duly attested by the Embassy / High Commission / Consulate concerned; and **v.** Valid Free Sale Certificate issued by relevant authority of the country of origin of the quoted imported goods duly attested by the Embassy / High Commission / Consulate concerned; and **vi.** Valid Price List of the quoted items	

9.	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: **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 / unit, storage 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 bids security and / or any other lawful action as deemed appropriate by the Government of Khyber Pakhtunkhwa, including that to be taken in concert with the DRAP or any other body / entity of the Federal Government; and **vi.** They have fully understood that the medical devices and items in the categories of cotton, bandages, adhesive tapes, etc. including other non-drug items shall be evaluated by panel of experts nominated by the Technical Evaluation Committee / Purchase Committee of the Government MCC of the Health Department, Khyber Pakhtunkhwa at its sole discretion; and that the Firm shall fully agree and abide by the decision, whatsoever, of this panel of experts regarding the selection or otherwise of the quoted items for purchase / rate contracting. **vii.** (Specimen of this undertaking is provided as Standard Bidding Document-2)
10.	I certify and affirm that I have attached all the requisite mandatory documents / information including Bids Security with this Bid and that I fully understand that any document if not provided / missing shall result in the disqualification and declaring my bid as ineligible and thus non-responsive. Signatures: _____ Name: _____ CNIC No. _____ Designation: _____ Address: _____ _____

Bid Form 2

Letter of Intention

Bid Ref No.
Date of the Opening of Bids

Name of the Contract :{ Add name,e.g, Supply of Dugs and Medicines, etc.}

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

Dear Sir/Madam,

Having examined the bidding documents, including Addenda Nos. *[insert **numbers& Date of individual Addendum]***, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the financial bidare not more than a trade price in case of registered drugs/medicines and in case of non-drugs items (NDI), the prices are not more than the market rates.

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

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

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

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

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

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

Signed:

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

Bid Form 3

AFFIDAVIT*(on Judicial Stamp Paper)*

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

1) We have read the contents of the Bidding Document and have fully understood it.
2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.

3) The Goods that we propose to supply under this contract are eligible goods within the meaning ofthis SBD.
4) The undersigned are also eligible Bidders within the meaning of the Standard Bidding Documents.
5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
8) That undersigned has not employed any child labor in the orginzation/unit.
9) We understand that the Selection and Rate Contracting Committee of the Procuring Agency is not bound to accept the lowest or any other bid they may receive.

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

Signatures with stamp

Name:_____

Designation:_____

CNIC No._____

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

Bid Form-4

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

Price Schedule format for Financial Bid of Govt: MCC for the year 2016-17

1. **In case of Drugs/Medicines,** the unit price of each item shall be quoted in Generic Names and submitted in the following format:

S. No	Serial No. of quoted item in the MCC Formulary 2016-17	Generic Name with Strength and Dosage Form of quoted Drug / Medicine	Trade Name of quoted Drug / Medicine	Trade Price of quoted (Unit price)	Rate Offered per unit in Pak. Rupees (Rs)

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

S. No	Serial No. of quoted item in the MCC Formulary 2016-17	Generic Name with sizes/measurements of quoted item	Trade Name of quoted item	Trade Price of quoted item (Unit price)	Rate Offered per unit in Pak. Rupees (Rs)

Bid Form-5

INTEGRITY PACT *(on Judicial Stamp Paper)*

Declaration of Fees, Commission and Brokerage Etc. Payable by Suppliers of Drugs/Medicines, Surgical Disposables & Non Drugs Items for Govt: MCC 2016-17

In response to advertisement related to the bidding process / competition regarding purchase and supply of drugs, non-drugs and surgical disposable items for 2016-17 for the health facilities / institutions through Medicine Coordination Cell (MCC), I, 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 or any other entity owned or controlled by GoKP through any corrupt business practice; and
2. That without limiting the generality of the foregoing, [***Name of Supplier***] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto; and
3. That [***Name of Supplier***] has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty; and
4. That ***[Name of Supplier]*** accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP; and
5. That notwithstanding any rights and remedies exercised by GoKP in this regard, [***Name of Supplier***] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

Signatures with stamp

Name:_____

Designation:_____

CNIC No._____

For Messrs.[*Name of Supplier*]

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

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

GOVERNMENT MCC RATE CONTRACT AGREEMENT*(for successful bidders)*

THIS RATE CONTRACT AGREEMENT is made and agreed today on _____ day of **[Month],** 2016between the Government of Khyber Pakhtunkhwa Health Department through Incharge Government Medicine Coordination Cell *(hereinafter referred to as the Procuring Agency or the first party, which expression 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 drugs/medicine, surgical disposables and other non-drug items *(hereinafter referred to as goods)* for actual purchases of the 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 ofgoodsfor 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 Supplierat the sole discretion of the individual Purchasing Agencies; and

WHEREAS the Supplier 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 Supplier 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 Supplier shall be solely responsible for transportation, loading and / or unloading and staking of the supplied items till and at the time of delivery to the destination indicated by the 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 Supplier 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. All the goods supplied shall conform to the specifications approved by the Drug Regulatory Authority of Pakistan *(hereinafter referred to as the* DRAP*)*.

6. The PurchasingAgency shall arrange to obtain sample/s from each batch of the supplied drugs / medicine through notified Drug Inspector/s concerned and send to the concerned Drug Testing Laboratory for Test / Analysis as provided in the Drugs Act 1976; and

a. the supplied drugs / medicines declared in contravention to any provision of the Drugs Act, 1976 shall be re-supplied by the supplier within 07 days from the date of intimation to the supplier, free of cost, to the Purchasing Agency at such place as the latter may direct in accordance with clause-2 of this contract agreement. The Purchasing Agency shall obtain sample from the re-supplied stock for the purpose of Test / Analysis to the concerned Drugs Testing Laboratory as per Drugs Act 1976; and

b. in case of non-supply of delayed supply of replacement items as in clause 6 (a), the Supplier shall be proceeded against under the Drugs Act 1976 as well as the penalties clause No. 17 of this contract agreement; and

c. all the contravened stock of drug / medicine, as in clause 5(a) above, shall be the case property under the Drugs Act, 1976, and in case its destruction is required to be undertaken by the Purchasing Agency or any other Agency authorized or specified for the purpose by the Purchasing Agency, all the costs involved in the execution of decision and destruction shall be borne by the supplier; and

d. the test / analysis report initially declared a drug item to be in contravention with the provision/s of Drugs Act 1976 and later on declared as of standard quality by the concerned Appellate Drugs Testing Laboratory, the same item shall be returned to the supplier after seeking advice from the Procuring Agency, if its replacement has already been made by the Supplier to the Purchasing Agency.

7. Supplier shall supply the freshly manufactured goods having maximum possible long expiry dates to the Purchasing Agency. All the goods supplied shall conform to specifications mentioned in schedule I, and to supply freshly manufactured goods to the Purchasing Agency with the minimum remaining shelf life of 70% in case of imported goods and 90% in case of locally manufactured goods within Pakistan

8. In case of taking any action contravening to any provision/s of the Drugs Act 1976, the Supplier shall render himself liable to such action/s as deemed appropriate and taken against him by the Procuring Agency under this contract agreement and / or under the Drugs Act, 1976.

9. The items supplied shall be placed by the Supplier on their official websites indicating name of items, name of manufacturer / importer, Invoice No., Warranty & Date, Registration No, Batch No., Quantity, Price & Expiry date of the supplied goods and name of the Purchasing Agency.

10. The Purchasing Agencyshall 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, pertaining to the Drugs Act 1976 and / or 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 suchlike 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 labelling of the goods to be supplied to Purchasing Agencies under this contract agreement:

a) Each item shall be supplied to Purchasing Agency in the packing and packaging unit as approved and registered by the DRAP. The supplier shall supply all the unit items bearing the words **"GOVT OF KHYBER PAKHTUNKHWA MCC SUPPLY"** and **"NOT FOR SALE"** *in block letters and clearly visible manner* with indelible ink, **along with the name of the**

Purchasing Agency concerned on the label and outer packing of each individual unit item as well as its outer carton/s.

b) The labels shall comply with all the requirements as laid down under the Drugs Labelling and Packing Rules 1986. The strip / blister shall clearly indicate expiry date of the same medicine in a clearly legible manner.

c) The goods shall be packed in strong wooden or board boxes with sufficient packing material inside to avoid breakage / damage during transportation.

d) The items related to the category of Absorbent Cotton / Surgical Gauze / Cotton Bandages / Crepe bandage, etc. shall be supplied in strict compliance with the instructions in this regard as circulated vide Notification No. F.6-6/2005-Reg-II (south) dated 13/9/2006 by the then Federal Ministry of Health, Pakistan.

12. The Procuring Agency or its representative 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. If anything found in contravention of cGMP, clauses of Drug Act 1976 and/or this Contract Agreement the Procuring Agency shall have the sole liberty to take any lawful action as deem appropriate, against the supplier which may include but not limited to cancellation of supply order/ orders given to the suppliers by the Purchasing Agencies as well as imposition of penalties, forfeiture of supplied stock, forfeiture of performance guarantee and /or earnest money as the case may be, stoppage and/or recovery of payment made to the supplier.

13. RATE VALIDITY:

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

14. PERFORMANCE GUARANTEE:

Upon receipt of supply order from the Purchasing Agency, the Supplier shall submit Performance Guarantee to the former, amounting to ten per cent (10%) 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 supplier shall provide warranty on prescribed form (2A), in accordance with the Drugs Act, 1976, 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 ProcuringAgency immediately after complete supply of stock. The Supplier shall be bound to pay all sorts of government taxes, duties and stamp duties, imposed earlier or during the financial year by the Government of Pakistan or by the Provincial Government of Khyber Pakhtunkhwa on any supplied / purchased item.

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 up to a maximum of not more than thirty days. 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 supply of the ordered goods under this agreement shall be completed by the Supplier within thirty (30) days after the receipt of supply orders from the Purchasing Agency, except in situation/s covered under clause 16 above. In case of delay in supplies reaching to the Purchasing Agency, the following penalties shall be imposed by the Purchasing Agency upon the Supplier:

i. Upon delay in supply from thirty-one to forty-five (31 to 45) days, a lump sum penalty amounting to three per cent (03%) of the total amount of the supply order for total number of items ordered in the same supply order issued to the Supplier, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Purchasing Agency, irrespective of the number of items supplied late.

ii. Upon delay in supply from forty-six days up to sixty (46 to 60) days, in instead of three per cent (03%) as in clause 17(a)(i) above, a lump sum total penalty amounting to seven per cent (07%) of the total amount of the supply order for total number of items ordered in the same supply order issued to the Supplier, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Purchasing Agency, irrespective of the number of items supplied late.

iii. After the expiry of the extended periods as in clause 17(a)(i)&(ii) above, the order shall stand cancelled to the extent of non-supplied items, and Procuring Agency shall have the right, duty and authority to impose any or all of the below mentioned penalties; that is

1. Immediately debarring the Supplier from future participation and business for at least next three (03) calendar years with the Government of Khyber Pakhtunkhwa through MCC or any other health institution, project and / or Program directly or indirectly run or implemented by or through the provincial Health Department or autonomous Medical Teaching Institutions or district governments in Khyber Pakhtunkhwa; and / or

2. Forfeiting the earnest money and performance guarantee of the Supplier related to this contract agreement; and / or

3. Initiating the process for and recommending for blacklisting of the Supplier with the Agencies as in clause 17(a)(iii)(1) above; and

4. Proceeding for de-registration of item and / or the winning bidder by the DRAP as well as further judicial proceedings, if the situation so warrants in the opinion of Procuring Agency.

b. The Supplier agrees to the effect that notwithstanding the provisions in this contract elsewhere and / or in the clause-1 of this contract agreement and in addition to the provisions contained in and the implications arising thereof from any action taken under clause-1, he shall be liable to be proceeded against under clause-17(a)(iii) also.

19. INDEMNITY:

a. Notwithstanding any rights, duties and / or remedial measures and / or managerial actions taken and / or to be taken and / or any powers exercised and / or to be exercised by the Procuring Agency 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 Supplier 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 Manufacturers / Importer**

WITNESS NO. 1 **Signature:** **Name:** **Father's Name:** **Address:** **CNIC No.**	**WITNESS NO. 2** **Signature:** **Name:** **Father's Name:** **Address:** **CNIC No.**