



AYUB TEACHING HOSPITAL
ABBOTTABAD

Standard Bidding Document
For
Procurement of ARTICLE STORE ITEMS

Under
National Competitive Bidding (NCB)

FOR THE YEAR 2021-2022

ADVERTISEMENT

**SPECIAL INSTRUCTION FOR PREPARATION OF
TECHNICAL BIDS**

- ▶ *S. No.1, The contract/firm should be Registered with income tax/ sale tax & should be on ATL maintained by the bid must be in booklet form with proper page marking.*

- ▶ *S. No.2, The bid must be sealed envelope and booklet form with proper page marking.*

- ▶ *S. No.3, The Mandatory documents must be attached in sequence duly flagged.*

- ▶ *S. No.4, The documents required for Technical Evaluation marks may also be attached after the mandatory documents according to relevant Evaluation Criteria available in bidding documents duly flagged.*

- ▶ *S. No.5. The bids without booklets & not fulfilling the above conditions will not be consider for Technical Evaluation*

- ▶ *S. No.6. The Financial bid must be sealed and put in to the technical bid.*

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Bid Data Sheet

| ITB Ref | Description | Detail |
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| ITB Clause 1.1 | Bid reference number | AYUB Teaching Hospital- Abbottabad Tender 2021-22 |
| ITB Clause 2.1 | Name of Client & source of funds | MTI/ ATH/. |
| ITB Clause 3.1 | Name of Goods | Article Store |
| ITB Clause 4.1 ITB Clause 4.2 | Commencement date of provision of Bidding Document Closing date of issuance of tender documents | _____ during working hours. |
| ITB Clause 5 | Bidding for Selective Items | Yes |
| ITB Clause 6 | Bidding procedure | Single Stage Two Envelops Procedure |
| ITB Clause 7 | Clarification(s) on Bidding Documents | Ayub Teaching Hospital Abbottabad |
| ITB Clause 8 | Language of bid | English |
| ITB Clause 9 | Specific Description of Goods in the Bidding Documents | Quotation shall be submitted as mentioned of standard bidding documents. |
| ITB Clause 10 | Bid Price | Bid Price shall be inclusive of all duties and taxes except GST which is exempted on hospital. |
| ITB Clause 11 | Currency of Bid | PKR |

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| ITB Clause 12 | Technical Bid Performa | Sample Bid Evaluation Performa: Is attached |
| ITB Clause 13 | Amount of Bid Security / Earnest Money | <i>The Bidder shall furnish, as part of its bid, a Bid Security As per advertisement in the name of Hospital Director, ATH, Abbottabad.</i> |
| ITB Clause 14 | Bid validity period | 90-days from the opening date |
| ITB Clause 15 | Last date and time for receipt of bidding document | Date_____ up to ____.00 am. Through registered post or courier service by hand tenders will not be accepted. |
| ITB Clause 16 | Date, time and venue of opening of technical bids | _____up to 11.30 noon. Conference room of ATH. |
| ITB Clause 17 | Duration of Contract | For the Financial Year 2021-22 |
| ITB Clause 18 | Performance Guaranty / Performance Security (If Applicable) | The Performance Security shall be 10% of the total contract price quoted and shall be submitted in the name of Hospital Director AYUB Teaching Hospital Abbottabad |

Primary Documents to be submitted for Firm Evaluation Documentation:

1. Bid Cover sheet.
2. Bid form letter of attention
3. Bid form to affidavit.
4. Bid form 03-A eligibility of bidder & goods
5. Bid form 03-B manufacturer authorization if eligible.
6. Bid form 04 firm past performance.
7. Bid form 05- price schedule. (Financial Bid).
8. Bid for 06- performance guarantee.
9. Certificate to the effect that the requisite bid security equal to 2% of the bid price in form bank draft or CDR is enclosed in the financial bid.
10. Non submission primary documents duly signed & stamps shall render the non-responsive.

Secondary Documents to be submitted for Firm Evaluation Documentation:

1. Manufacturer Authorization Certificate or Partnership Deed with manufacturer.
2. NTN Certificate and also be on ATL of FBR.
3. GST Certificate from FBR.
4. IT-1 or IT-2 Form from FBR.
5. List of certified professional & Technical staff employed by the firm.
6. Detail of networking setup in Peshawar.
7. Plan for Training on equipment to be supplied and installed along with certificate
8. Post-Warranty Certificate.
9. Post warranty Maintenance Services Certificate.
10. Last three years Bank Statement.
11. An original & latest undertaking / affidavit on judicial stamp paper that the firm / supplier and its employee have never been black listed by any Govt. Sami Govt. organization.

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Instructions to Bidders (ITB)

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| 1. Scope of Bid | 1.1 | The Ayub Teaching Hospital Abbottabad invites bids for supply Of items relating to Article Store Department, to meet the requirement of Ayub Teaching Hospital Abbottabad with Bid Reference Number for the procurement activity as Mentioned in Bid Data Sheet (BDS) . |
| 2. Source of Funds | 2.1 | The client as mentioned in the Bid Data Sheet (BDS) |
| 3. Eligible Bidders. | 3.1 | According to Advertisement Notice. |
| | 3.2 | Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in bidding. |
| | 3.3 | The Importer/Agent must possess valid authorization from the Manufacturer and shall have to submit a copy of Equipment Sale License/ Memorandum of Association/ Partnership Deed registered with the Registrar of Companies. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Bid Form of these Standard Bidding Documents to the effect that they are the pre-qualified Manufacturer of the required specifications of Goods. |
| | 3.4 | Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE. |
| | 3.5 | A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they: (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser 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 these Standard Bidding Documents ; or (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 15.6 of these Standard Bidding documents. However, this does not limit the participation of subcontractors in more than one bid. |
| | 3.6 | Bidders shall provide such evidence of their continued eligibility |

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satisfactory to the Purchaser, as the Purchaser shall reasonably request.

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| 4. Corruption and Fraud | 4.1 | <p>The Government of Khyber Pakhtunkhwa defines Corrupt and Fraudulent Practices as —the offering, giving , receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his dutyll</p> |
| | 4.2 | <p>Indulgence in corruption and Fraudulent practice rejection of bids, cancellation of contracts, the barring of blacklisting of the bidders, for stated or indefinite period of time.</p> |
| 5. Eligible Goods and Services. | 5.1 | <p>All goods and related services to be supplied under the contract shall conform to the policies of the Government of Khyber Pakhtunkhwa in vogue. All expenditures made under the contract Shall be limited to such goods and services. For purposes of this clause, (a) the term —Goods includes any goods that are the subject of this Invitation for Bids and (b) the term —Servicesll includes related ancillary services such as transportation, installation, insurance, port releases, after sale service etc.</p> |
| 6. Cost of Bidding. | 6.1 | <p>The Bidding Documents will be available from the date of publishing of the IFB and will be available upto to the period as mentioned in the Bid Data Sheet. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p> |
| 7. Bidding for Selective Items. | 7.1 | <p>A Bidder, if he so chooses, can bid for selective items from the list of goods provided for in the Schedule of Requirements. A Bidder is also at a liberty to bid for all the goods mentioned in the Schedule of Requirements provided he fulfills the Requirements. However, a Bidder cannot bid for partial quantities Of an item in the Schedule of requirement. THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENT.</p> |
| 8. Bidding | | <p>The Bidding procedure shall be governed by the Procurement of</p> |

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| Procedure / Governing Rules. | Rules KAPPRA rules 2014 |
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| 8.1 | The bidding procedure is governed by Rule 06 (2) KPRA Rules 2014 Bidders are advised also to refer to the Bid Data Sheet (BDS) to confirm the Bidding procedure applicable in the present bidding process |
| 8.2 | <p>The bidding procedure prescribed in the Bid Data Sheet above is explained below:</p> <p>Single Stage Two Envelops Procedure: The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Technical bid and the financial bid;</p> <ol style="list-style-type: none">i) the envelopes shall be marked as —TECHNICAL BID and —FINANCIAL BID in bold and legible letters to avoid confusion;ii) Initially, only the envelope marked —TECHNICAL BID shall be opened. Technical bid contains requirements for the responsiveness and technical and financial eligibility for the firm and its quoted product. The extent of compliance to the stated requirements will determine that the firm and its product qualify technically before the opening of the financial bids.iii) the envelope marked as —FINANCIAL BID shall be retained in the custody of Procuring Agency without being opened;iv) the Procuring Agency shall evaluate the technical proposal without reference to the price and may reject any bid which does not conform to the specified requirements;v) during the technical evaluation no amendments in the technical bid shall be permitted;vi) the financial bids of only the technically qualified bids shall be opened publicly by the Procuring Entity at a time, date and venue to be announced and communicated to the Bidders in advance;vii) The financial bids found technically non-qualified or rendered dis-qualified shall be returned un-opened to the respective Bidders; and <p>The bid found to be the lowest evaluated responsive bid as per the Technical & Financial Evaluation Criteria shall be accepted for contract award.</p> |

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| 10. Contents of the Standard Bidding Documents | 10.1 | <p>The goods required, applicable bidding procedures, and Contract terms & conditions are prescribed in the Standard Bidding Documents. Contents of the Standard Bidding Documents include:</p> <ul style="list-style-type: none"> a) Invitation for Bids (IFB) b) Instructions To the Bidders (ITB) c) General Conditions of Contract (GCC) d) Special Conditions of Contract (SCC) e) Technical & Financial Evaluation Criteria f) List of Required items/Equipment/ films g) Technical Specifications of the intended goods h) Sample Size & Ancillary Services i) Schedule of Requirements j) Distribution Plan for Health Institutions k) Sample Forms, Schedules & contract template |
| | 10.2 | <p>In case of any discrepancy between the contents of the Invitation for Bid (IFB) and those of the Standard Bidding Documents listed in 10.1 above, the Standard Bidding Documents shall take Precedence.</p> |
| | 10.3 | <p>The Bidder is expected to examine all instructions, forms, terms, and specifications in the Invitation For Bids (IFB) and the Standard Bidding Documents (SBDs). Failure to furnish all information required by the Standard Bidding Documents or to submit a bid not substantially responsive to the Bidding Document in every respect shall be at the bidder risk and may result in the rejection of its bid.</p> |
| 11. Clarification(s) on Standard Bidding Documents | 11.1 | <p>A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in a Pre-Bid meeting or in writing at the Procuring Agency's address indicated in the Bid Data Sheet (BDS). The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents. To respond to all such queries, the Procuring Entity will hold a Pre-Bid Meeting under Rule 17 of the NWFP Procurement of Goods, Works and Services Rules 2003, on a date specified in the Bid Data Sheet (BDS) as explained in ITB Clause 23.</p> |
| | 12.1 | <p>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(s) requested by a prospective Bidder, Weather in a Pre-Bid Meeting held on a 16,17&18 January 2019</p> <p>date specified in the Bid Data Sheet (BDS) or through official</p> |
| 12. Amendment(s) to the Bidding Documents | | |

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| | | communication to the prospective bidders, may modify the Standard Bidding Documents by amendment(s). |
| | 12.2 | All prospective Bidders who have received the Standard Bidding Documents shall be notified of the amendment(s) in writing through Post, e-mail or fax or advertisement in two national dailies. The said amendment(s) shall be binding on them. |
| | 12.3 | In order to allow prospective bidders reasonable time for taking the amendments into account in preparing their bids, the procuring agency at its discretion may extend the deadline for submission of bids. |
| 13. Language of Bids | 13.1 | All correspondences, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written in English. 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 English, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence. |
| 14. Documents comprising the Bids | 14.1 | The Bid shall comprise the Bid Forms of these Standard Bidding Documents and all those ancillary documentation that are prescribed for the eligibility of the bidders and goods, and ancillary services that are found necessary and highlighted in the Bid Forms in Section V of these Standard Bidding Documents. |
| | 14.2 | The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in these Standard Bidding Documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics as specified in the Bid Data Sheet (BDS) , ancillary services that the bidder is willing or required to provide along with the proposed price. |
| 15. Bid Price. | 15.1 | The Bidder shall indicate on the appropriate form prescribed in these Standard Bidding Documents the unit prices and total bid Package price of the goods where applicable, it proposes to supply under the Contract. |
| | 15.2 | Form prescribed for quoting of prices is to be filled in very Carefully, preferably typed. Every page of these Standard Bidding Documents is to be signed and stamped at the bottom by the Bidder. No alteration of any Term or Condition is allowed. |
| | 15.3 | The Bidder should quote the prices of goods according to the technical specifications as provided in Part-Two: Section III of these Standard Bidding Documents. The technical specifications of goods, different from the required specifications, shall be rejected out rightly. |
| | 15.4 | The Bidder is required to offer a competitive price which must include all the taxes, duties, prescribed price and any other price As mentioned in the Bid Data Sheet (BDS) where applicable. If there is no mention of taxes, the offered/ quoted price shall be Considered as inclusive of all prevailing taxes/ duties, etc. However the ATH is exempted for payment of sales tax. |
| | 15.5 | The benefit of exemption from or reduction in the taxes and duties Shall be passed on to the Procuring Agency. |

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| | 15.6 | Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement or in a lot; partial Quantity offers within a lot shall straightaway be rejected. Conditional, alternate or provisional offer shall also render the bid as non-responsive. No negotiation on price is allowed. |
| | 15.7 | While making a price quote, trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained. The bidder needs to consider including any probable price fluctuation or expected inflation in the quoted price before the bid submission. |
| 16. Bid Currencies | 16.1 | Prices shall be quoted in the currency as mentioned in the Bid Data Sheet . |
| 17. Samples. | 17.1 | The Bidder shall provide samples of quoted items at his own expenses |
| 18. Documentation on Eligibility of Bidders. | 18.1 | Bidder shall furnish, as part of his bid, the Bid Form(s) as primary document (s) provided in Part-Two: Section IV of the Standard Bidding Documents and as specified in the Bid Data Sheet (BDS) , establishing Bidder's eligibility to bid and his qualifications to perform the Contract if his bid is accepted. |
| | 18.2 | Bid Evaluation Proformas provided as Annexures in Part-Two: Section IV of these Standard Bidding Documents may be filled and submitted by the bidders to facilitate the Procuring Entity for the preliminary evaluation of their Technical Bids if specified in Bid data Sheet (BDS) . |
| | 18.3 | The Bidder shall furnish, as part of his technical bid, the Bid Forms provided in Part-Two: Section IV of these Standard Bidding Documents as specified in the Bid Data Sheet (BDS) , establishing his substantial responsiveness required for establishing his eligibility for further evaluation of his technical bid as defined under ITB Clause 3 of these Standard Bidding Documents. |
| 19. Documentation on Eligibility of Goods | | The documentary evidence required in the evaluation criteria of these Standard Bidding Documents as specified in the Bid Data Sheet (BDS) for Bidder's eligibility to bid for the intended goods, shall establish to the Procuring Entity's satisfaction that the Bidder, at the time of submission of his bid, is an eligible bidder |
| 20. Bid Security | 20.1 | The Bidder shall furnish, as part of its bid, a Bid Security to the extent of a percentage of the total bid value or as a specified amount as mentioned in the Bid Data Sheet (BDS) . Unsuccessful bidder's bid security shall be discharged or returned. Unsuccessful bidder bid security shall be discharge or return soon after announcement of the successful bidders |
| | 20.2 | The successful bidder bid security shall be discharge upon signing of contract and furnishing the performance security / Guarantee. |
| | 20.3 | The Bid security may be forfeited a) If a Bidder withdraws its bid during the period of bid validity: |

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OR

- b) in the case of successful bidder, if the Bidder fails to sign the contract or fails to provide a Performance Security/ Guarantee for the duration of the contract.

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| 21. Bid Validity | 21.1 | Bids shall remain valid for the period identified in the Bid Data Sheet (BDS) after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a period shorter than the one prescribed in the Bid Data Sheet (BDS) shall be rejected by the Procuring Entity as non-responsive. |
| | 21.2 | The Procuring Entity shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids, shall be asked to extend their respective bid validity period. Such extension shall not exceed the period of the original bid validity. |
| | 21.3 | Bidders who,- a) agree to the Procuring Entity's request for extension of bid validity period, shall not be permitted to change the substance of their bids; and b) do not agree to an extension of the bid validity period, shall be allowed to withdraw their bids without forfeiture of their bid security |
| 22. Format and Signing of Bids. | 22.1 | The Bidder shall prepare and submit his bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder. |
| | 22.2 | The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding document. In an event where the Bidder has downloaded the bidding document from the web, they will require to get the original payment receipt of the prescribed fee from the Procuring Agency well before the date of Submission of bid. |
| | 22.3 | The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial and stamp all pages of the Standard Bidding Documents. |
| | 22.4 | Any tampering, illegitimate inclusion or exclusion in any part of the Standard Bidding Documents shall lead to disqualification of the bidder. |
| 23. Pre Bidding Meeting / Clarification of Tender Documents | 23.1 | The Procuring Entity, may convene a Pre-Bid/ Conference anytime after the issuance of the Standard Bidding Documents and before the Bid opening to invite all the prospective bidders: (a) to brief them to submit responsive bids, (b) to respond to any queries made by them for clarification, (c) to make any changes or modifications in the Standard Bidding Documents in the light of such clarifications if agreed by the procuring Entity. |

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| | 23.2 | Any such changes or modifications, after approval of the Procuring entity, shall reflected be in the form of an addendum or minutes of meeting and shall be timely: (a) communicated in writing to all such bidders who have purchased the Standard Bidding Documents, or (b) posted on the website of the Health Department Khyber Pakhtunkhwa for wider disseminated to all the prospective bidders if the same have earlier been posted on the said website. |
| 24. Submission of Bids / Sealing and Marking of Bids | 23.3 | Reasonable time shall be given to all the prospective bidders after the Pre-Bid Meeting and before the bid opening so that they may adequately reflect the approved changes in their bids accordingly within the given time before the bid submission. The Procuring Entity may give a new date for bid opening either through an advertisement or through any written communication to the prospective bidders if it deems necessary that a new bid opening date is required for providing reasonable time to the prospective bidders. |
| | 24.1 | The envelopes shall be marked as —TECHNICAL BIDII and —FINANCIAL BIDII and in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal both the bids in separate envelopes. The said two envelopes shall then be sealed in an outer envelope. |
| | 24.2 | The inner and outer envelopes shall: (a) be addressed to the Procuring Agency at the address given in the Invitation for Bids (IFB); and; (b) contain Bid Reference Number indicated in the Bid Data Sheet (BDS), and a statement: —DO NOT OPEN BEFORE,II and the time and the date specified in the Bid Data Sheet (BDS) for opening of Bids. |
| | 24.3 | 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 as — non-responsive II or — latell . |
| | 24.4 | If the outer as well as inner envelope is not sealed and marked as required by the ITB Clauses 24.1 to 24.3 above the Procuring Agency shall assume no responsibility for the bid’s misplacement, premature opening or accidental revelation of bid price. |
| 25. Deadline for Submission of Bids | 25.1 | Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the Bid Data Sheet (BDS) . Bids received later than the time and date specified in the Bid Data Sheet will be rendered non-responsive and will be returned to the bidder unopened. |
| | 25.2 | The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the Standard Bidding Documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| 26. Late Bids | 26.1 | Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 24 shall be rejected and returned unopened to the Bidder. |

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| 27. Withdrawal of Bids | 27.1 | The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for opening of bids. | |
| | 27.2 | No bid may be withdrawn in the period between deadline for Submission of bids and the Bid opening. Withdrawal of a bid during this period shall result in forfeiture of the Bid Security Submitted by the Bidder, pursuant to the ITB Clause 20 above. | |
| 28. Opening of Bids by the Procuring Agency. | 28.1 | All bids received, shall be opened by the Procuring Agency publicly under Rule 21 of the NWFP Procurement of Goods, Works & Services Rules 2003, in the presence of the Bidders or their representatives on the date, time and venue prescribed in the Bid Data Sheet . | |
| | 28.2 | The opening of Bids shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet and elaborated in ITB Clause 9 above. | |
| | 28.3 | All Bidders in attendance shall sign an attendance sheet | |
| | 28.4 | The Purchaser shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, category tendered for, any discounts, any bid modifications or withdrawal, the presence or absence of requisite bid security, unit as well as total bid price and such other details as the Purchaser, at its discretion, may consider appropriate if not in conflict. The Procuring Agency shall have the minutes of the Bid opening | |
| | 28.5 | (technical and when applicable financial) recorded. No Bid shall be rejected at technical proposal / bid opening except for late bids which shall be return unopened to the bidder. vi) The financial bids found having without bid security shall also be return un announce to the bidders. however, prior to returned to the bidder the Chiarman of the Puchacse / procurement committee shall record his statement giving reason for returen of such bids. | |
| | 28.8 | The bids found without Bid Security shall also be returned Unannounced to the Bidders. However, prior to return to the Bidder, the Chairman of the Purchase / Procurement Committee shall record a statement giving reasons for return of such bid(s). | |
| | 30. Preliminary Examination | 30.1 | The Procuring Agency shall 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. |
| | | 30.2 | In the financial bids the arithmetical errors shall be rectified on the following basis. a) 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 |

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| | | <p>corrected.</p> <p>b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.</p> <p>c) If there is a discrepancy between words and figures, lower of the two shall be considered as per Rule 28(2)(b) of the NWFP Procurement of Goods, Works and Services Rules 2003.</p> <p>d) The evaluation shall include all taxes and duties inclusive of local levies as a part of the price under Rule 28(2)(c) of NWFP Procurement of Goods, Works and Services Rules 2003.</p> |
| | 30.3 | 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. |
| | 30.4 | Prior to the determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which at the time of bid opening, conforms to all the terms and conditions of the Invitation For Bid (IFB) and the Standard Bidding Documents without material deviations. Deviations from the critical provisions, such as those concerning Applicable Laws, Taxes, Duties and internationally recognized best practices detailed evaluation, the Procuring Agency shall or imposition of conditionalities by the bidder shall be deemed to be a material deviation for rendering a technical bid as non-responsive. 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. |
| | 30.5 | If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive nonconformity. |

31.Evaluationof 31.1

Bids in accordance with the Evaluation

The Procuring Agency evaluate and compare the bids which have determine to be substantively responsive in accordance with ITB Clauses above.

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Criteria.

32. qualification of bidder

All bids shall be evaluated as per evaluation criteria and other terms and conditions set forth in the Standard Bidding Documents Evaluation Methodology specified in the **Bid Data Sheet (BDS)** and other terms and conditions set forth in these Standard Bidding Documents (SBDs). Only those bids shall be evaluated which have been determined to be substantially responsive in accordance with ITB Clause 28 above. The Procuring Entity shall choose the Evaluation Methodology under the rules keeping in view the complexity of the procurement activity to determine the Lowest Evaluated Responsive Bidder and shall either be based

on:

- (a) Merit Point Evaluation Methodology to identify the highest ranking quoted item (Most Economically Advantageous Bid), or
- (b) Lowest Price Evaluation Methodology

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| 31.2 | For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the Standard Bidding Documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day. |
| 31.3 | A bid once opened in accordance with the prescribed procedure, shall be subject to only those evaluation criteria in the Standard Bidding Documents, rules, regulations and policies that are in force at the time of issue of notice for Invitation For Bids (IFB). |
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| | 32.4 | The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the manufacturing plant/ production capacity/ warehousing system/ practices by a team of experts for assessment, if it deems necessary. |
| | 32.5 | An affirmative determination shall be a pre-requisite for award of the Contract to the Bidder. A negative determination shall result in non-qualification/dis-qualification of the Bidder's bid, in which event the Procuring Entity shall proceed to the next lowest evaluated responsive bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. |
| 33. Disqualification of Bidders | 33.1 | If the Procuring Entity finds at any time that a bidder has attempted to defraud or hoodwink the Procuring Entity or an Evaluation Committee constituted there under, by intentional provision of false, mis-stated, mis-represented, incomplete or materially inaccurate information concerning qualification of the product or the firm, through unauthorized submission of another firm's proprietary clinical or product research, certification or any data as specified in the Bid Data Sheet (BDS) against his own quoted product or firm and fails to remedy such deficiencies, the said bidder shall be disqualified under the prevailing rules and any attempt by the bidder to offer inducement of any sort, formation of a cartel to discourage fair competition or failure to complete his earlier contract within a period of three years of initiation of procurement may lead to cancellation of his bid or contract, and his debarring & blacklisting under prevailing law for a stated or indefinite period of time |
| | 33.2 | The Procuring Entity may opt for arranging a Pre-Award Debriefing session to inform the non-qualified/dis-qualified bidders before the opening of Financial bids of technically qualified bidders. |
| 34. Rejection of Bids | 34.1 | The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid under the rules. However, before rejection of tender on basis of the bid being unworkable, the bidder shall upon request be given an opportunity to give a detailed analysis of workability of his bid. |
| | 34.2 | The workability of a bid may depend, among other factors, upon the objectives of a procurement activity as specified in the Bid Data Sheet (BDS) wherein wider coverage for disease prevention, diagnosis or treatment of patients is required with intended cost-effective healthcare goods of high therapeutic value. |
| | 34.3 | The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or |

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| | | all bids, but is not required to justify those grounds. |
| | 34.4 | The Procuring Agency incurs no liability, by virtue of its invoking ITB Clause 34.1 above towards Bidders who have submitted bids. |
| | 34.5 | Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids. |
| 35. Re-Bidding | 35.1 | If the Purchaser rejected all bids in pursuant to ITB Clause 32, it may call for a re-bidding by adopting the requisite procedure under the rules. . Notice of rejection of the tender shall be given to all the bidders who submitted the bids. |
| | 35.2 | The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection of tender and may accordingly revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary under Rule 33(1) of the NWFP Procurement of Goods, Works & Services Rules 2003 . |
| 36. De-Briefing Sessions for Access to Information on Evaluation Process | 36.1 | The Purchaser, upon written request of a bidder, may make available to him information on evaluation process as mentioned in the said Rule, or may either: a) convene a Pre-Award De-Briefing session to apprise the technically non-qualified/disqualified bidders about the reasons of their non-qualification/disqualification, or, b) convene a Post-Award De-Briefing to apprise the technically qualified but unsuccessful bidders about shortcomings of their bids and reasons of success of the selected bid. |
| | 39.1 | The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Part-Two: Section II of these Standard Bidding Documents if not in conflict with any other law, rules, regulations or policy of the Government of Khyber Pakhtunkhwa, shall be awarded the Contract, within the original or extended period of bid validity. |
| 39. Award / Acceptance of Bid and Award Criteria. | | |
| 40. Procuring Agency's Right to vary quantities at the time of Award. | 40.1 | The Procuring Agency reserves the right at the time of award of Contract to increase or decrease, the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. |
| | 41.1 | Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted. |
| 41. Notification of Award | 41.2 | The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder. |
| | 41.3 | The enforcement of the Contract shall be governed by Rule 42 of the NWFP Procurement of Goods, Works and Services Rules, 2003. The procuring Entity and the successful bidder shall sign a written contract within thirty (30) days of the dispatch of the notice of acceptance of bid to the successful bidder. |
| | 41.4 | Upon receipt of the Notification of Award, the successful Bidder shall submit a Performance Security equal to the percentage of the Contract price, as specified in the Bid Data Sheet (BDS) under Rule 15 of the NWFP Procurement of Goods, Works and Services Rules, 2003 and within the time specified in the Bid |
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| Data Sheet (BDS). | | |
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| | 41.5 | Upon submission of the requisite Performance Security, the Procuring Entity shall release the Bid Security to the successful bidder. The Bid Securities of the unsuccessful bidders shall also be released to them. |
| 42. Limitation on Negotiations | 42.1 | Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder, but only to minor technical, contractual or logistical details. Negotiations shall not be used to: substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the Bidder or the performance of the goods; substantially alter the terms and conditions of Contract; reduce unit rates or reimbursable costs; substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or proposals alter the submitted financial bid. |
| 43. Signing of Contract. | 43.1 | Within thirty (30) days of dispatch of the notice of acceptance of bid to the successful bidder the Purchaser and the bidder shall sign the Contract Agreement Form provided in Part-Two: Section IV of these Standard Bidding Documents, incorporating all the Terms & Conditions of these Standard Bidding Documents as agreed between the Parties and in accordance with the legal requirements in vogue. Entering into a Repeat Order shall be governed separately under Rule 21 of the KAPRA Rules 2014. |
| | 43.2 | Review against a contract award shall be carried out in |
| | 43.3 | If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently. In such situation the Purchaser may award the contract to the next lowest evaluated Bidder or the next highest ranking bid or call for new bids. |
| | 43.4 | The Contract shall become effective upon affixation of signature of the Purchaser and the selected Bidder on the Contract document, and shall be governed for the period specified in the Bid Data Sheet (BDS) and by the terms and conditions mutually agreed in the contract. |
| 44. Performance Security | 44.1 | On the date of signing of Contract, the successful Bidder shall furnish a Performance Security in the form of a Bank Guarantee for a percentage amount (10% of the total items' quoted price) as specified in the Bid Data Sheet (BDS) , on the Form and in the manner prescribed by the Procuring Agency in Part-Two: Section-IV of these Standard Bidding Documents within the time prescribed in the Bid Data Sheet (BDS) . |
| | 44.2 | The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the successful Bidder upon submission of Performance Security. |
| | 44.3 | Failure to provide a Performance Security by the successful Bidder is a sufficient ground for annulment of the award and forfeiture of his Bid Security. In such event the Procuring Entity may award the contract to the next lowest evaluated responsive bidder or call for new bid. |

General Conditions of Contract (GCC)

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| 1. Definitions | 1.1 | <p>In this Contract, the following terms shall be interpreted as indicated:</p> <p>(a) —The Contractll means the agreement entered into between the Ayub Teaching Hospital and Supplier, as recorded in the Agreement signed by the Parties including all attached & appendices thereto an all documents incorporated by reference therein</p> <p>(b) —The Contract Pricell means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.</p> <p>(c) —The Goodsll means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.</p> <p>(d) —The Servicesll means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the government of Khyber Pakhtunkhwa, transportation of goods upto the desired destinations, installation and other such obligations of the Supplier covered under the Contract.</p> <p>(e) —GCCll means the General Conditions of Contract contained in this section.</p> <p>(f) —SCCll means Special Conditions of the Contract.</p> <p>(g) —The Purchaserll means the Client as mentioned in the SCC.</p> <p>(h) —The Supplierll means the individual or firm supplying the goods under this Contract.</p> <p>(i) —Dayll means calendar day.</p> |
| 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. Source of Import | 3.1 | All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services. |
| | 3.2 | For purposes of this clause, —originll means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing. |
| 4. Standards | 4.1 | The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications. |
| | 4.2 | In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract. |
| | 4.3 | If the Supplier provide substandard item and fail to |

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| | | provide the fresh supply, the payment of risk purchase (which will be purchased by the Health Department) the price difference shall be paid by the Supplier. |
| | 4.4 | In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e. removal from purchaser's premises, burning, dumping, or incineration. |
| 5. Use of Contract Documents and Information. | 5.1 | The Supplier shall not, without the Purchaser'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 Purchaser 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 Purchaser'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 Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser. |
| | 5.4 | The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier. |
| 6. Patent Rights | 6.1 | The Supplier shall indemnify the Purchaser 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 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 Purchaser the performance security in the amount specified in SCC. |
| | 7.2 | The proceeds of the performance security shall be payable to the Purchaser 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 Purchaser 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 Purchaser's country on behalf of the Supplier, in the form provided in the bidding documents or another form acceptable to the Purchaser; or (b) a cashier's or certified check. |
| | 7.4 | The performance security will be discharged by the Purchaser 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 |

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| | | otherwise in SCC . |
| 8. Submission of Samples | | Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be. |
| 9. Ensuring storage arrangements | | To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least One (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay. |
| 10. Inspections and Tests | 10.1 | The Purchaser or its representative shall have the right to inspect and/or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. |
| | 10.2 | All costs associated with testing shall be borne by the Supplier. |
| | 10.3 | The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing. |
| | 10.4 | Nothing in GCC Clause 10 shall in any way release the Supplier from any warranty or other obligations under this Contract. |
| 11. Packing | 11.1 | 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. |
| | 11.2 | 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 Purchaser. |
| 12. Delivery and Documents | 12.1 | The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods |
| | 12.2 | The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed. |
| | 12.3 | The goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is |

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| | | transferred to the buyer after the Goods have been delivered; |
| 13. Insurance | | The supplier shall be solely responsible for Insurance of the Goods subject to the contract. |
| 14. Transportation | 14.1 | The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement. |
| | 14.2 | All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier. |
| 15. Incidental Services | | The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price. |
| 16. Warranty | 16.1 | All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC . |
| | 16.2 | The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. |
| 17. Payment | 17.1 | The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed in SCC and annexed to this contract. |
| | 17.2 | The currency of payment shall be Pakistan Rupee. |
| 18. Prices | | Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices. |
| 19. Change Orders | 19.1 | The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 33 for notices, 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 Purchaser; (b) the method of shipment or packing; (c) the place of delivery; and/or (d) The Services to be provided by the Supplier. |
| | 20.2 | 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 Purchaser's change order. |
| 20. Contract Amendments | | No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties. |
| 21. Assignment | | The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent. |
| 22. Subcontracts | | The Supplier shall not be allowed to sublet and award subcontracts under this Contract. |

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| 23. Delays in the Supplier's Performance | 23.1 | Delivery of the goods shall be made by the Supplier in accordance with the time schedule/supply schedule prescribed by the Purchaser in the Schedule of Requirements. |
| | 23.2 | If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser 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 Purchaser 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 an Amendment to the Contract. |
| 24. Liquidated Damages & Penalties | 24.1 | <p>Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.</p> <p>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 Purchaser 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 Purchaser may consider termination of the Contract pursuant to GCC Clause 26.</p> <p>Applicable rate for penalties in case of a breach of contract by the supplier regarding delivery of Goods is specified in the Supply Schedule.</p> |
| 25. Termination for Default | | <p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract as mentioned in the SCC in whole or in part:</p> <p>(a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Supply Schedule in Part-II: Section-III of the Standard Bidding Documents within the period specified in and subsequent purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 24; or</p> <p>(b) if the Supplier fails to perform any other Obligation under the Contract.</p> <p>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in Competing for or in executing the Contract.</p> <p>For the purpose of this clause Corrupt and fraudulent practices means:</p> <p><i>the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the</i></p> |

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| | | <i>procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.”</i> |
| 26. Force Majeure | 26.1 | Notwithstanding the provisions of GCC Clauses 24, 25 & 26, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. |
| | 26.2 | If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of purchase order under the Contract and inform the Supplier of its findings promptly. |
| | 26.3 | Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event. |
| 27. Termination for Insolvency | | The Purchaser may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties. |
| 28. Termination for Convenience | 28.1 | The Purchaser, 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. The Goods that are complete and ready for shipment |

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| | 28.1 | <p>within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(a) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(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.</p> |
| 29. Arbitration and Resolution of Disputes | 29.1 | The Purchaser 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. |
| | 29.2 | If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration. |
| | 29.3 | In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time) in a court of relevant Jurisdiction as mentioned in the SCC . |
| 30. Governing Language | | The Contract shall be written in English language. Subject to GCC Clause 32, 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 English. |
| 31. Applicable Law | | This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction. |
| 32. Notices | 33.1 | Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC . |
| | 33.2 | A notice shall be effective when delivered or on the notice's effective date, whichever is later. |
| 33. Taxes & Duties | | All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier. |

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: as mentioned in the advertisement.**

GCC 1.1 (g)—The Purchaser is: **AYUB Teaching Hospital, Abbottabad**

GCC 1.1 (h)—The Supplier is: _____

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in **Part Two: Section V** of the Standard Bidding Documents, —Eligibility for the Provisions of Goods, Works, and Services. II

3. Standards (GCC Clause 4)

GCC 4.1 — the quoted product, at the time of delivery, shall conform to the standards as prescribed in the Technical Evaluation Criteria. The said conformance shall lead to subsequent issuance of the Acceptance Certificate to the Supplier by the Purchaser.

4. Performance Security (GCC Clause 7)

GCC 7.1 — The amount of performance security, as a percentage of the Contract Price, shall be: **Ten (10) percent of the Contract Price**

[The following provision shall be used in the case of Goods having warranty obligations.]

GCC 7.4 — After delivery and acceptance of the Goods, the Performance Security shall be returned after successful completion of the contract in accordance with Warranty Clause GCC 17.1.

5. Inspections and Tests (GCC Clause 10)

GCC 10.3— after delivery of store the inspection will be carried out by the Inspection Committee of Ayub Teaching Hospital Abbottabad before the payment.

Inspections & tests may include re-verification of any quality or manufacturing aspect from vendor or manufacturer by the Purchaser in the form of either a test run or production of an industrial process certificate or a Performance Certificate from the previous clients if the Purchaser feels that sufficient time has elapsed between the manufacturer's pre-qualification/preliminary assessment and bid evaluation.

6. Packing (GCC Clause 11)

Applicable as required by the Purchaser.

7. Delivery and Documents (GCC Clause 12)

GCC Clause 12.1—Delivery/Supply Period of the intended goods shall be **90 Days** for Imported Goods and **30 Days** for Local Goods

GCC 12.2—*In case of Import or as required otherwise, upon shipment, the Supplier shall notify the Purchaser the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Purchaser:*

- (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price,

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

GCC 12.2— *Applicable Delivery Mode: Delivered Duty Paid (DDP) of Inco terms 2011*

8. Insurance (GCC Clause 13)

GCC 13.1— The Goods supplied under the Contract shall be **Delivered Duty Paid (DDP)** under which all the risk is transferred to the buyer / concerned Health Institution only after the intended goods have been delivered to their desired destination. Hence insurance coverage is seller's responsibility for arranging appropriate coverage.

9. Spare Parts (GCC Clause 16)

After sale service with spare parts shall be 5 years, where applicable.

- (a) If cost is up to Rs. 2-3 million, **1%** of the approved cost per year will be given to the firm.
- (b) If cost is above Rs. 3 millions, **0.5%** of approved cost per year will be given to the firm.

Note: The conditions (a) & (b) will be subject to mutual agreement.

10. Warranty (GCC Clause 17)

GCC 17.2— **Warranty period is one year.** The Supplier shall, in addition, comply with the guarantees associated with the performance and/or conformance specifications specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance / conformance tests in accordance with GCC Clause 10.

or

- (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.05% per day or 0.5% per week up to a maximum of 10% of the total Contract price.

11. Payment (GCC Clause 18)

GCC 18.1— The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Payment shall be made in **Pak. Rupees** through **crossed cheques** in the following manner:

- (iii) **On Delivery & goods 100% Payment will be made after inspect by the Inspection Committee. However part supply part payment within stipulated period is not allowed.**
- (iv)

In case of an import, payment of local currency portion shall be made in Pak Rupees within thirty (30) days of presentation of claim supported by a **Certificate from**

the Purchaser declaring that the Goods have been delivered and accepted and that all other contracted Services have been performed.

12. Liquidated Damages & Penalties (GCC Clause 25)

GCC 25.1—Applicable rate: **0.5% per week** or **0.05% per day of the total Contract price**

Maximum deduction: **≤ 10% of the total contract amount.**

13. Termination of Contract (GCC Clause 26):

GCC 26.1 —After exhausting all the delivery period as provided in the Supply Schedule in Part-II: Section-III of the Standard Bidding Documents and still failing to supply the intended goods, the Purchaser may terminate the Contract for default of the supplier, and procure the non-supplied goods at supplier's risk and cost from the open market, and shall enforce Supplier's Performance security.

14. Disputes Resolution (GCC Clause 31)

GCC 31.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 31.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with **The Arbitration Act 1940**. The jurisdiction of Court shall be of **Peshawar, Khyber PakhtunKhwa**.

15. Governing Language (GCC Clause 31)

GCC 31.1—The Governing Language shall be: **English**

16. Applicable Law (GCC Clause 32)

GCC 32.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

Khyber Pakhtunkhwa Public Procurement Rules 2014
NWFP Procurement of Goods, Works & Consulting Services Ordinance
2002 NWFP Procurement of Goods, Works & Services Rules 2003
The Drug Act 1976
The Arbitration Act 1940
The Contract Act 1876
The Employment of Children (ECA) Act 1991
The Bonded Labour System (Abolition) Act of 1992
The Factories Act 1934

16. Notices (GCC Clause 33)

GCC 33.1—Purchaser's address for notice purposes:

AYUB TEACHING HOSPITAL ABBOTTABAD

Telephone(s): 0992-9311159
Website: <http://www.ath.gov.pk>

Supplier's address for notice purposes: Hospital Director, Ayub Teaching Hospital, Mansehra Road, Mandian, Abbottabad.

17. Duties & Taxes (GCC clause 34)

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

**APPROVED EVALUATION
CRITERIA BY COMMITTEE**

LIST OF TENDER ITEMS.

along with Specifications (2021-22)

ATTACHED AS PER

Technical Specifications is also available on the
website of Ayub Teaching Hospital Abbottabad
at:www.ath.gov.pk.

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Govt-MCC/Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a Rate Form is provided in Part-II: Section-III. In addition, the Schedule of Requirements, together with the Bid Form-V: Price Schedule (which shall be submitted to the Procuring Entity by the selected Bidder), should serve as a basis in the event of quantity variation at the time of supply/delivery of contract pursuant to ITB Clause 37.

The date or period for delivery should be carefully specified, taking the date prescribed herein from which the Purchaser's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit etc.).

The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by the Health Department (provincial enteritis, vertical programs and concerned districts) as per following schedule of requirements:-

Schedule of Requirements

The supplies and related services shall be delivered in accordance with the subsequent Purchase Order(s), being an integral part of Contract, to be issued by the Directorate General Health services to the successful bidders along with Contract as per following schedule of requirements:-

Supply Schedule:

B) For Local Goods:

² The validity of Purchase Order will start from its next date of issuance to the concerned Supplier.

| Mode of Penalty | 100% Quantity as per Purchase Order | Total delivery Period |
|--|-------------------------------------|-----------------------|
| Without penalty | 30 days | 30 days |
| With penalty @ 0.067 % per day after 30 days of Purchase Order | 10 days | 40 days |
| | | |

*Failure to deliver the goods after 40 days will lead to termination of contract for default and enforcement of Performance Security of the Supplier.

Note: *The total delivery period include opening of Letter of Credit (if any), transportation from manufacturer's destination to the Purchaser's CountryPort, custom clearance and inland transportation from Purchaser's Port to the end destination (districts). Installation, commissioning, test-run, relevant staff training and initial maintenance are NOT included in the delivery period. However, payment to the supplier will be subject to satisfactory report by the Inspection Team.*

Technical Specifications and Ancillary Services

a). Product Specifications:

Available on ATH Abbottabad website as a separate detailed Annexure at:

<http://www.ath.gov.pk>

b). Liquidated Damages / Penalty

- i) Wherein the Supplier entirely fails to complete deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirements, the Contract to the extent of non-delivered portion of supplies shall stand cancelled and contractor will not fill the case before any court of law.
- ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/ Security of the supplied shall be forfeited.
- iii) If the Supplier fails to supply the whole consignment and not able to deliver to destination, the entire amount of Performance Guaranty/ Security shall be forfeited in favor of ATH and the firm shall be blacklisted minimum for two years for future participation.
- iv) The exact time frame for making supplies with and without penalty shall be indicated in purchase orders.
- v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and purchase order, a penalty @0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.
- vi) Extension in the delivery period (if any) will be considered by the Purchaser on case to case basis and strictly in accordance with Rule 35(2) of KPRA rules 2014.

c). Incidental Services

The bidders are required to either incorporate or quote separately the costs of following incidental services being part of the contract.

- i) **Transportation:** supplies will be delivered up to the place of relevant store / final destination by the bidder at his cost and mode of transportation including loading / unloading etc.
- ii) **Insurance:** All insurance charges will be borne by the supplier.

d) **Additional instructions**

- i. Please clearly indicate the country of origin, wholly or parts, etc.
- ii. Indicate place/port of shipment.
- iii. Any state licensing or permission of export/sales/use requirements will be the responsibility of the supplier/manufacturer. Ayub Teaching Hospital will not be responsible for any refusal, penalty or delay in this regard.
- iv. Complete literature on working, installation, circuiting, maintenance to be provided in English language, with the equipment.
- v. Comprehensive training of working of the equipment and normal /minor repair, trouble-shooting will be arranged by the supplier/ manufacturer, for at least two working staff, (doctor/technician) at the manufacturers location, prior to shipment / installation (for complex and high tech equipment).

Price Schedule submitted by the Bidder.

(The approved price schedule submitted by the Bidder will be attached)

Purchaser's Notification of Award

(Copy of the final letter will be attached)

Ayub Teaching Hospital

SUPPLY / PURCHASE ORDER.

(Specimen Sample of Health Institution/Project Purchase Order)

OFFICE OF THE HOSPITAL DIRECTOR
AYUB TEACHING HOSPITAL,
ABBOTTABAD



| | | |
|---|------------------------------------|--|
| 1 | Purchase Order No | |
| | Date | |
| 2 | Firm Name | |
| 3 | Firm's Address | |
| 4 | Firm Contact No | |
| 5 | Conditions of the Contract: | As already communicated in the Standard Bidding Document |
| 6 | Particulars of Stores: | As per detail given below |

| Item No. | Item Name | Approved Specifications | Unit Price in PKR (As per contract) | Quantity | Total Cost (PKR) <u>(Inclusive of all duties & taxes)</u> |
|----------|-----------|-------------------------|-------------------------------------|----------|---|
| | | | | | |
| | | | | | |
| | | | | | |

Additional instructions (if any):

1. The above mentioned supply completed within 30 days after receipt of Purchase order
- 2.
- 3.

**Hospital Director
AYUB Teaching Hospital
Abbottabad**

Payment Schedule

(Payment to the Suppliers will be made against satisfactory performance and upon submission of required documents along with report of inspection committee formulated for the purpose within 30 days from the date of invoice. However, if there is any alternate payment schedule, agreed by the Purchaser and Supplier, will be annexed here)

BID COVER SHEET

Bid Ref. No. -----

Date-----

Name of the Supplier/Firm Contractor: -----

Address:-----

E-mail: _____

Phone: _____

Facsimile: _____

Bid Security.

Bid Security attached with Financial Bid YES NO

Bid for:

‡ All Items mentioned in the Schedule of Requirements.

‡ Selected Items from the Schedule of Requirements.

List of Selected Items: *(In case the Bidder has opted to bid for Selected Items, pleasetype the Serial No⁴. and the name of the Items selected for Bidding. Use additional Sheets if Required)*

| S. No. | Name of the Item |
|--------|------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Signed:

Dated:

Official Stamp:

Attachment: ‡ Original receipt for the purchase of the bidding documents.

In case a bidder is bidding for only some of the items mentioned in the list Technical Specifications, he is advised to take note of ITB Clauses 7 & 15.6

³ The Serial No. of the item as mentioned in the Technical Specifications.

⁴ The Attachment must be made with the Bid Cover Sheet.

BID FORM 1

Letter of Intention

Bid Ref No.

Date of the Opening of Bids

Name of the Contract :{ Add name e.g items 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 price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

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.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 & 19 of the bidding documents.

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 2

AFFIDAVIT

I/We, the undersigned solemnly state that:

- We have read the contents of the Bidding Document and have fully understood it.
- The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.
- The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB of the Standard Bidding Documents.
- The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 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.
- The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- The undersigned has no dispute anywhere in the province regarding supplies.
- The undersigned agree to give warranty with repair and parts for 01 year, the firm will be bound to do so in the larger public interest in order to give maximum benefit to the masses by making the equipment/instruments operational for a maximum period of time).

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

Signed

Note: The affidavit must be on judicial stamp paper by the Executive of the Firm attested by Oath Commissioner.

Ayub Teaching Hospital

BID FORM 3(A)

Name of the Firm

Bid Reference No:

Date of opening of Bid.

Documentary Evidence: Eligibility of the Bidders and Goods (Details to be filled in wherever applicable)

| Required Documentation <i>(To Be Filled by the Procuring Agency)</i> | Checklist ⁶ <i>(To be initialed by the Bidder against each document)</i> | Relevant Page Number ⁷ in the Bid <i>(To be filled by the Bidder)</i> | Supporting Documents ⁸ <i>(To be filled by the Bidder with name of the documents that are submitted to meet the requirement)</i> |
|---|--|---|--|
| Column:1 | Column:2 | Column:3 | Column:4 |
| Valid Manufacturing License | | | |
| Valid Registration(s) of quoted items | | | |
| Valid Drugs Sale | | | |
| Valid Import License (where applicable) | | | |
| Letter of Manufacturer's authorization | | | |
| Partnership Deed (where applicable) | | | |
| NTN Certificate | | | |
| GST Certificate | | | |
| Letter of Intention | | | |
| Affidavit | | | |
| One year experience evidence | | | |
| Child Labor Free Certificate ¹⁰ | | | |
| Original Receipt of purchase of Bidding Documents | | | |
| | | | |

⁶ Bidders should only initial against those requirements that they are attaching with the form 3(a). In case they do not have any document to attach the corresponding cell in column 2 should be left blank.

⁷ Bidders are required to mention the exact page number of relevant document placed in the Bid.

⁸ Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.

⁹ In case of Sole Agent

¹⁰ Bidders are required to furnish a certificate to the effect that their firm is free from child labor and having standard child labor free policy

Ayub Teaching Hospital

BID FORM 3(B)

MANUFACTURER'S AUTHORISATION¹¹

To:

The Hospital Director,

AYUB Teaching Hospital, Abbottabad

WHEREAS *[name of the Manufacturer]* who are established, reputable & Pre-Qualified Manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. *[Reference of the Invitation to Bid]* for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature:-----.

Designation:-----

Official Stamp:-----

¹¹ This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

Ayub Teaching Hospital

BID FORM 4

Firm's Past Performance¹².

Name of the Firm:

Bid Reference No:

Date of opening of Bid:

Assessment Period: (One Year as per Evaluation Criteria)

| Name of the Purchaser/Institution | Purchase Order No. | Description Of Order | Value of Order | Date of Completion | Purchaser's ¹³ Certificate |
|-----------------------------------|--------------------|----------------------|----------------|--------------------|---------------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

¹²Bidders may use additional Sheets if required.

¹³All certificates are to be attached with this form.

Ayub Teaching Hospital

BID FORM 5

Price Schedule

(To be provided to the Procuring Entity)

User Note: This form is to be filled by the Bidder and shall submit with Financial Bid to the Office of the Hospital Director AYUB Teaching Hospital, Abbottabad..

Name of the Firm:

Bid.Ref.No:

Date of opening of Bid.

| S. No. | Name of the Item | Unit Price (inclusive all applicable taxes) | No. of Units | Total Price | Discounts (if any) | Final Total Price (Inclusive of all taxes) |
|--------|------------------|---|--------------|-------------|--------------------|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | 3*4 | | 5-6 |
| 1 | | | | | | |
| 2 | | | | | | |
| TOTAL | | | | | | |

Signature:

Designation:

Date:

Official Stamp:

-

BID FORM 6

Performance Guarantee

To: *[Name & Address of the Procuring Agency]*

Whereas *[Name of Supplier]* (hereinafter called —the Supplier) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to supply *[description of goods]* (hereinafter called —the Contract).

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 10% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

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

This guarantee is valid until the _____ day of _____, 2014

Signature and Seal of the Guarantors/ Bank

Address

Date

CONTRACT AGREEMENT

THIS CONTRACT is made at on day of 20____, between The Hospital Director AYUB Teaching Hospital, Abbottabad, (hereinafter referred to as the —Purchaserll) of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the —Supplierll) of the Second Part (hereinafter referred to individually as —Partyll and collectively as the —Partiesll).

WHEREAS the Purchaser invited bids for procurement of goods, in pursuance whereof M/s (*firm name*) being the Manufacturer/ authorized Agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and Whereas, the Purchaser has accepted the bid by the Supplier;

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

3. **The Contract:** The following documents shall be deemed to form and beread and construed as integral part of this Contract , viz:-
 - a. Bid Data Sheet (**BDS**)
 - b. Instructions to Bidders (**ITB**).
 - c. General Conditions of Contract (**GCC**)
 - d. Special Conditions of Contract (**SCC**)
 - e. Schedule of Requirements.
 - i) Supply Schedule
 - f. Technical Specifications.
 - g. Price Schedule submitted by the Bidder.
 - h. Purchaser's Notification of Award.
 - i. Purchase Order.
 - j. Performance Security
 - k. List of Bio-Medical Equipment & Hospital supplies
2. **Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as —Contractll:
3. **Term of the Contract:** This contract shall remain valid for[*Duration*]from the date of signing, unless amended by mutual consent.
4. The Supplier declares as under:
 - i. [*Name of the Supplier*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from the Government of Khyber Pakhtunkhwa or any administrative subdivision or agency thereof or any other entity owned or by it (Government of Khyber Pakhtunkhwa) through any corrupt business practice.
 - ii. Without limiting the generality of the foregoing, [the Seller/ 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 including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Khyber Pakhtunkhwa, except that which has been expressly declared pursuant hereto.

- iii. *[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Khyber Pakhtunkhwa and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
- iv. *[The 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 right and remedies available to Procuring Agency under any law, Contract or other instrument, be voidable at the option of Procuring Agency.
- v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Supplier]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The 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 Procuring Agency.
- vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).

5. Items to be Supplied & Agreed Unit Cost: (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex C).

(ii) Each Item supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specifications (Annex B) prescribed by the Purchaser against each item

(iii) The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.

7. Payments: The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the

Ayub Teaching Hospital

Schedule of Requirements and Technical Specifications in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

8. **Mode of Payment:** All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier's name]
9. **Payment Schedule:** All payments to the Supplier shall be made in accordance with the SCC & agreed Payment Schedule at Annex: F of Part-II: Section-III of the Standard Bidding Documents, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities highlighted in the Payment Schedule.
10. **Performance Guarantee:**
 - (i) The Supplier, within 07 days upon the receipt of Purchase Order and upon signing the Unit Rate Contract (selected items as mentioned in the Contract in annexure) shall provide to the Purchaser a Performance Security equivalent to 10% of the total Contract amount on the prescribed format (Bank Guarantee) and in prescribed manner. This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract.
 - ii) Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause (i) above.
 - iii) Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.
11. **Penalties/ Liquidated Damages.**
 - i) Wherein the Supplier fails to make deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of delivered portion of supplies shall stand cancelled.
 - ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of un-delivered portion of supplies shall be forfeited.
 - iii) If the Supplier fails to supply the whole consignment and not able to deliver to any district, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be debarred minimum for two years for future participation.
 - iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.
 - v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, a penalty @0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.
- VI) The raw material source and grade be clearly shown and accordingly the same be used in all supplies; if found changed anywhere in supply of the

Ayub Teaching Hospital

Same product, the firm/supplier will be liable for black-listing for all its Products and forfeiting all its call deposits and performance guarantees

- VII) The rate offered should be less than/equal to any where quoted in same financial year. If any where quoted less, the firm/supplier will be liable for black-listing for all its products and forfeiting all its call deposits and performance guarantees
- VIII) The ATH buying units and the manufacturers / suppliers are bound to make sure the receipt of copy of Supply Order to the finance and Accounts Department ATH Abbottabad for consolidation of total supplies along with amount in PKR issued.

Those who did not fulfill the above criteria's are liable to be proceeded against and be black listed

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

For the Purchaser:

OFFICE OF THE HOSPITAL DIRECTOR AYUB TEACHING, ABBOTTABAD

Mansehra, Road, Abbottabad
Tel: 0992-9311159
Fax: 0992-9311154

Ayub Teaching Hospital

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

Signed/ Sealed: For the Purchaser.

Signature: _____

Name: _____

Designation: _____

**Signed/ Sealed: For the
Manufacturer/ Authorized
Agent.**

Signature: _____

Name: _____

Designation: _____

**THE LIST OF REQUIRED ITEMS WITH
QUANTITY IS ATTACHED HEREWITH
AS PART OF TENDER DOCUMENTS**

