



**AYUB TEACHING HOSPITAL  
ABBOTTABAD**

**Standard Bidding Document**

**For**

**Single Stage Two Envelops Procedure**

**According to KPPRA**

**For the Year 2023-24**

# ADVERTISEMENT

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**INSTRUCTION TO USER OF THIS  
DOCUMENT**

## **INSTRUCTION TO USER OF THIS DOCUMENT**

### **1. Methods of Procurement of Goods valuing more than Rs. 500,000/-**

- 11 Open tendering shall be the default method of procurement of Goods valuing more than Rs. 500,000/- . However direct sourcing in case of emergency and other conditions laid as follows, can be the alternative method of procurement for Goods valuing more than Rs. 500,000/-

### **1.2 DIRECT CONTRACTING AND EMERGENCY PROCUREMENT**

Under following circumstances deviation from the requirements of advertisement and response time under these rules is permissible:

- (a) in cases of emergency as provided in the National Disaster Management Act, 2010 (Act No. XXIV of 2010), subject to the condition,--
  - (i) that all such procurements along with its emergent nature has to be recorded by the Procuring Officer and approved by the technical head of the procuring entity under intimation to the Principal Accounting Officer, Secretary at Provincial or Deputy Commissioner at District level;
  - (ii) that these have to be immediately intimated to the Accountant General Office or District Accounts Office, as the case may be;
  - (iii) that quantities in all such procurements shall be limited to the assessed requirement of emergency only; and
  - (iv) that these shall be used only for procurements upto maximum for three months, which may be extended for such a period that Government may deem fit, depending on the nature of emergency;
- (b) The procurement of sensitive nature and related to National Security:

Provided that the direct sourcing of all such procurements shall be duly recorded; and

- (c) the direct sourcing to a government organization for provision of works, goods or services under a cost plus or fixed contract provided that the Public Sector Organization shall not involve a private sector enterprise as a partner or in the form of a joint

venture or a sub-contractor. The government organizations shall be totally government owned and controlled or semi-autonomous and autonomous agencies under the administrative control of Federal Government or Provincial Government.

**1.3. Alternate methods for procurement of goods**--- A procurement entity may use the following alternative methods for procurement of goods, namely:

- (a) procurement of goods upto Rs. 100,000/- may be undertaken by obtaining a single quotation through direct sourcing.
- (b) petty purchases between Rs. 100,000/- upto Rs. 500,000/- shall be procured through alternate method only if the following conditions are met, namely:

- (i) minimum of three quotations have been obtained:

Provided that if despite soliciting, less than three quotations are received it would be acceptable;

- (ii) request for quotation is sent to prospective bidders, simultaneously, with full contents and same information, which is duly acknowledged to be received;
  - (iii) the closing time, date and address for submitting quotations has been clearly defined and adhered to;
  - (iv) the object of the procurement has standard specifications;
  - (v) in case, amount pertaining to applicable tax is not added in the quotation, comparison of price is made after adding amount of applicable tax; and
  - (vi) during comparison, each item should be compared to the corresponding respective specification and bid evaluated to the corresponding total cost of the bid;
- (c) a procurement entity shall only engage in alternate method if the following conditions exist, namely:

- (i) repeat orders within a period of six months:

Provided that it does not exceed fifteen percent of the original contract value;

- (ii) in case of procurement through government organizations, in accordance with provisions of [rule-3\(2\)\(c\)](#) of these rules;

- (iii) where the procurement concerns the acquisition of spare parts or supplementary services from original manufacturer or supplier or sole distributor:

Provided that the same are not available from alternative sources;

- (iv) where the same goods are not available from alternative sources or only one contractor, manufacturer or supplier exists for the required procurement;
- (v) where a change of contractor or supplier would ensue the procuring entity to acquire material having different technical specifications or characteristics and would result in incompatibility or disproportionate technical difficulties in operation and maintenance, this shall be done with proper justification and recording of such reasons, provided that the contract or contracts do not exceed three years in duration;
- (vi) where the price of goods is fixed by Government;
- (vii) where the motor vehicles or machinery is purchased from local original manufacturers or their authorized agents at manufacturer's price including transportation charges and other applicable taxes; and
- (viii) in case of emergency as defined in these rules and procurement specified under sub-rule 3(2)(a) and 3(2)(b):

Provided that the procurement entity shall specify appropriate forums vested with necessary authority to declare an emergency;

#### **1.4 NEGOTIATED TENDERING**

A procuring entity may engage in negotiated tendering with one or more suppliers or contractors with or without prior publication of a procurement notification. This procedure shall only be used when,-

- i. the supplies involved are manufactured purely for the purpose of supporting a specific piece of research or an experiment, a study or a particular development;
- ii. for technical or artistic reasons, or for reasons connected with protection of exclusive rights or intellectual property, the supplies may be manufactured or delivered only by a particular supplier;
- iii. for reasons of extreme urgency brought about by events unforeseeable by the procuring entity, the time limits laid down for open and limited bidding methods cannot be met. The circumstances invoked to justify extreme urgency must not be attributable to the procuring entity:

Provided that any procuring entity desirous of using negotiated tendering as a method of procurement shall ensure that price negotiated is either equal to or less than the previous rate of the same item procured through open bid, and the report must record its reasons and justifications in writing for resorting to negotiated tendering and shall place the same on record or procuring entity may contract the previous supplier for supply at the previous agreed rate; thereby placing the order with modification/extension to the Contract.

#### **1.5. OPEN TENDERING THROUGH ADVERTISING ON THE WEBSITE**

- 1) Purchases upto Rs. 2.5 million, shall be posted on the procuring entity's website or KPPRA's or both. These procurement opportunities may also be advertised in print media, if deemed necessary by the procuring entity.

#### **1.6. OPEN TENDERING**

- (a) All purchases, other than exceptional circumstances listed above, shall be undertaken through open tendering. Such procurements shall be advertised in print media, appearing in at least in one National English and one Urdu newspaper with nation wide circulation along with advertising the same either on the procuring entity or KPPRA's website.
- (b) Open tendering can be done through using a single envelope single stage method. This method should be used where cost is the only determining factor. The single envelope shall contain the financial proposal / offer, in accordance with the bid solicitation documents.
- (c) However in cases of procurement of complex or specialized goods, single envelope two stages shall be used. In the first stage, the envelope shall contain the technical proposal, in accordance with the bid solicitation documents. Financial offer of the qualified supplier / contractor (s) as a result of evaluation of the technical proposals / offer, shall be solicited in one envelope in the second stage. The lowest offer shall be awarded the contract.
- (d) Two stage two envelopes method shall be used under exceptional circumstances and when it is deemed appropriate by the procuring entity in a given situation.



**1.7** Procurement of Goods valuing more than Rs. 500,000 can also be undertaken by first pre-qualification potential suppliers through an open pre-qualification notice which shall be published in the print media as well as posted on the website of the procuring entity. The pre-qualification may be undertaken in the following manner:

- (1) The procuring entity may pre-qualify bidders by soliciting various details including but not limited to the following, in accordance with the provisions of the FP Rules;
  - a) legal status along with proof of registration with one of the federal or provincial registration acts;
  - b) proof of being a taxpayer;
  - c) organizational profile, relevant experience, past performance, list of clients and references;
  - d) relevant experience and past performance;
  - d) existing capabilities with respect to HR personnel, computing and engineering equipment (as may be the case), machinery and plant;
  - e) financial position for the last three year including bank statements and audited reports by an external auditor;
  - f) proof of possessing appropriate managerial capability; and
  - g) any other factor that a procuring entity may deem relevant, depending on the nature and complexity of the contract but not inconsistent with these rules.

**1.8** Following templates for the bid solicitation documents shall be used.

## **REQUEST FOR QUOTATION – PROCUREMENT OF SMALL GOODS CONTRACT**

### **INTRODUCTION**

This SBD covers all small procurements valuing less than Rs. 10 million. Various templates have been prepared for users. The SBD has been developed in a simplified and user friendly manner. Various sections of this SBD have been designed strictly in accordance with the KPP Rules 2014. Methods for procurement through invited quotations and open tendering have been sufficiently and separately covered.

**1.1 Request for Quotation**, is used for petty Purchases up to Rs. 500,000/-. Procurement of Goods valuing less than Rs. 100,000/- can be undertaken by soliciting single quote. For procurement of Goods valuing more than Rs. 100,000 and less than Rs. 500,000/-, three quotations must be solicited from eligible suppliers. Quotations shall be solicited in accordance with the principles given below:

- (a) Request for Quotation is sent to all expected bidders, simultaneously, with full contents and same information, which is duly acknowledged to be received.
- (b) The closing time, date & address for submitting quotations shall be clearly defined and adhered to.
- (c) All specifications are the same.
- (d) In case, amount pertaining to applicable tax is not added in the quotation, comparison of price should be made after adding amount of applicable tax.
- (e) During comparison, each item should be compared to the corresponding specification.

1.2 Following format (Goods A-01) shall be adopted while soliciting quotation (s) in accordance with the above principles.

**[insert name of the procuring entity]**

Procurement # \_\_\_\_\_

Date

To,  
M/s [insert name of the supplier]  
[insert address of the supplier]

**Subject: Request for Quotation – [insert title of procurement]**

You are requested to submit your quotation, quoting each and all items, to the undersigned by the [insert date and time] at [insert office and its address]. The quotation (s) will be opened in the presence of those who shall wish to be present at [insert date and time (time should be half an hour after the closing time for receiving quotes)].

1. Attached are the descriptions & specifications, required quantities, delivery period and the general terms and conditions.
2. The lowest evaluated Bidder will be required to furnish the Samples of each item of required specification in final finish form for review and approval of the Purchase before the purchase order is issued to the lowest bidder.

Yours truly

For and On behalf of [insert name of the procuring entity]

[insert name of the procuring officer]

[insert contact details & address]

**INVITATION FOR  
BIDS**

## Invitation for Bids

Date: [date of issuance of IFB]\_\_\_\_\_

IFB No. \_\_\_\_\_

1. The [name of Procuring agency] has received an allocation from the Public Fund in Pak rupees / Foreign Currency towards the cost of [name of Project]. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for [title of contract].
2. The [name of the Procuring agency] now invites sealed bids from eligible bidders for the supply of [brief description of the goods and related services].
3. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of [name of appropriate purchasing unit] [mailing address of appropriate office for inquiry and issuance of bidding documents and cable, telex, and/or facsimile numbers].
4. A complete set of bidding documents may be purchased by interested bidders on the submission of a written application to the above and upon payment of a nonrefundable fee (nominal so as to cover printing/reproduction and mailing costs) of amount in Pak. Rupees
5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are in strict compliance with the provisions of the Khyber Pakhtunkhwa Public Procurement Act and its Rules made there under which also conform to the requirements of the World Bank *Standard Bidding Documents: Procurement of Goods for National Competitive Bidding, Pakistan*.
6. Bids must be delivered to the above office on or before [time] on [date] and must be accompanied by a security of [fixed sum or percentage].
7. Bids will be opened in the presence of bidders' representatives who choose to attend at [time and date] at the offices of [address of appropriate office].
8. The bidders are requested to give their best and final prices as no negotiations are expected.

(Name of the Procuring Officer)

(Designation)

(Address)

<Name of Procuring entity>

<Address of procuring entity>

## **INSTRUCTION TO BIDDERS**

Date \_\_\_\_\_  
Department

- A. The bidder/ proponent must submit the proposals in sealed envelopes and as per specified procurement method (single stage two envelopes) basis.
- B. The proposal shall be clearly marked on the outer side” technical proposal” “financial proposal” or technical and financial proposals as the case may be.
- C. The proposal shall be typed in New Times Roman with font size 12 and single spacing. Any hand written part or full proposal (either technical or financial) shall be rejected and shall be in English.
- D. The proposals must contain a transmittal letter on the bidder’s letterhead, duly stamped by authorized representative (as per prescribed specimen).
- E. The envelopes should be on the name address and contact details of the addresses and the addressors.
- F. The proposal shall contain the copy of legislation with one of the mandated authorities of Government of Pakistan along with the national tax number certificate.
- G. The proposal shall contain sales tax registration certificate.
- H. The proposal shall have complete work plan and delivery schedule without which no weightage will be given in accordance with the bid evaluation criteria.
- I. The bidder shall specify validity in days, the submitted bid Ayub Teaching Hospital, Abbottabad may under exceptional circumstances request for extension in bid validity which shall be for not more than the period equal to the period of the original bid validity.

- J. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short listed, no such association will be allowed.
- K. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- L. The proposals should be in accordance with enclosed specifications and technical design and requirements
- M. Response time: all bidders shall submit proposals\ as per these insufficient on or before close of office on as per advertisement, deadline mention in advertisement.
- N. The proposal/bidder shall submit audited financial statements for the last three years and account balance statement for the current ongoing years.
- O. The bidder shall submit an affidavit that it has never been blacklisted.
- P. Submit statement of any history of litigation or ongoing.
- Q. The 2% security must be attached with Financial bid and certificate of bid security on stamp paper also be attached with technical bid failing which tender will be rejected.
- R. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.
- S. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- T. "OPTIONAL". The procuring, entity may ask for a performance bank guarantee at 10% of the total contract value. This bank guarantee should be from a scheduled bank.  
**N.A**
- U. Contract will be signed with the successful bidders and its terms and conditions will govern the executive of the contract.
- V. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).

1. **Bid Form and Price Schedules**

Date: \_\_\_\_\_  
IFB No: \_\_\_\_\_

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

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and 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 will obtain the guarantee of a bank in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under relevant Clause of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity

(if none, state "none")

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
signature]

\_\_\_\_\_  
[in the capacity of]

**Price Schedule in Pak. Rupees**



Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page of \_\_\_\_\_

1	2	3	4	5	6	7
Item	Description	Country of Origin	Quantity	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required

Signature of Bidder \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

## GENERAL TERMS AND CONDITIONS

Ser. #	Description / Specification	Qty.	Unit Rate (Rs.)	GST + Income Tax + any other applicable tax	Delivery Period	Total
1.						
2.						

1. Following are the details regarding request for quotation for [insert title of the procurement].

Matrix to be filled by the bidder as per the instructions laid down here.

**General Terms and Conditions** Following are the General Terms and Conditions

- a) The above details shall be submitted in a sealed envelope
- b) "OPTIONAL" Sample must be submitted separately **if required**.
- c) The Supplier (s) must be registered with the Sales Tax authorities.
- d) Warranty of Goods shall be provided along with (bid the procuring entity my deem necessary) "quote" "the warranty period shall be for One year for all non-consumable items
- e) The quote (s) must remain valid 90-days from opening the tender to finalization of next tender.
- f) All suppliers shall mention all applicable taxes in their quotes. In case any supplier has not done so, the procuring entity while comparing the offers will add the applicable taxes to the total quoted amount for each item.
- g) The request for quotation is non-transferable.
- h) Quotations must be submitted on or before as per advertisement.
- i) The quote(s) must be accompanied with an bid security valuing 2% of the total quoted price.
- j) NTN certificate shall be enclosed.
- k) Each supplier can only submit one offer / quote.
- l) The quotation must carry the authorized signatures of the representative of the supplier.
- m) [ATH, Abbottabad] has the right to accept or reject any or all offers without assigning any reason thereof.  
Thanking you.
- n) All proposals shall be submitted as per attaché criteria.
- o) The proposals shall be submitted separately technical & Financial proposal in another envelope.

Yours truly

For and On behalf of [insert name of the procuring entity]  
[insert name of the procuring officer]  
[insert contact details & address]

<Name of Procuring entity>  
<Address Procuring entity>

## **GENERAL AND SPECIAL CONDITIONS OF CONTRACT**

### **A. LANGUAGE**

All communications and documentations related to procurements shall be in English.

### **B. Special terms & Conditions**

1. In case of non-availability of ordered brand(s) the supplier bound to supply of substituted brand with same or better quality after provision of valid evidence with satisfaction of end user and approval of competent authority.
- (2) The force Majeure are applicable after production of valid and authenticated evidence by the supplier within stipulated time period
- (3) The partial supply / partial payment is admissible after provision of solid proof/ reason with approval of competent authority.

### **C. BID SECURITY DEPOSIT (Where Applicable)**

The 2% security must be attached with Financial bid and certificate of bid security on stamp paper also be attached with technical bid failing which tender will be rejected.

### **D. PLACE AND TIME OF DELIVERY**

The Supplier/Vendor/bidder shall as may be required by the Procuring entity either deliver free at, places detailed in the said Schedule, the list and Quantities of the goods detailed herein and the goods shall be delivered out not later than the dates specified.

#### *(i) Delivery Schedule*

Ser. #	Item /	Date of	Place of	Verification	Acceptance
	Deliverable	delivery	delivery		

### **D. VARIATIONS / REPEAT ORDERS**

The Procuring entity may during the execution of the Contract, by notice in writing may direct the supplier to alter, amend, omit, add to or otherwise vary any part of the Schedule, in agreement with the Service Provider, and the Service Provider shall carry out such variations and be bound by the same conditions.

Provided that repeat orders are within a period of six months, and that it does not exceed fifteen percent of the original contract value as per KPP Rules 2014.

#### **E. INSPECTION of Goods on Delivery (whole applicable)**

The goods shall be inspected by the inspecting team of the Procuring entity for quality/quantity etc at the agreed location/warehouse of the Procuring entity before the goods are provided/supplied at their final destination.

Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity and quality claims. In case the goods are not found in conformity with the contracted quality/specifications, procuring entity shall have the right to lodge claims within 30 days from the date of inspection of the goods for single stage single envelope basis \_\_\_\_\_

In case of dispute by the supplier, joint re-inspection of the supplied material shall be carried out, at the cost of the supplier, in presence his or his authorized representative either at a laboratory designated by the procuring entity or by a neutral independent entity as jointly agreed.

#### **F. PACKAGING**

Material/works/service should be packed suitably in appropriate wooden/metallic boxes/containers/pallets in such a manner that the goods are not lost or damaged in handling/transportation and the packing should be suitable enough to reach at the stores of procuring entity safely.

Each pack or container should clearly indicate the following information:

- Purchase Order Number and date.
- Name of Product/Deliverable.
- Quantity
- Gross and net weights
- Name of Manufacturers/service providers

Manufacturer's instructions regarding the maximum storage life of the product and the storage conditions must be followed.

Material/works/service should be delivered at the stores of procuring entity in original packing of the manufacturer.

Where applicable, manuals containing instructions of the manufacturer about the application (in use) of the item should be provided in English. If required by Procuring entity, technical experts should be sent by the manufacturer for application of the item at site.

**G. PERFORMANCE BANK GUARANTEE (OPTIONAL)**

2% Security/CDR will be retain till the end of contract period.

## **FORFEITURE OF PERFORMANCE BANK/ Bid Security.**

### **GUARANTEE**

The Performance Bank Guarantee may be forfeited if the service provider fails to deliver or supply goods in accordance with the terms and conditions of the Purchase Order or commits any breach of the Contract / Purchase Order.

### **H. PAYMENT CLAUSE** Payment shall be made on production of

the following documents: -

- a. The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.\_\_\_\_, Material Receiving Report No.\_\_\_\_, and Acceptance Note No.\_\_\_\_, with date, price/rate of each item.
- b. Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
- c. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- d. Valid Income Tax Exemption Certificate (otherwise Income Tax at current

applicable rates shall be deducted from the invoice). (where applicable)

- e. National Tax Number.
- f. Sales Tax Registration Number.
- g. Certificate in original issued by any one of the Independent Inception (where applicable).
- h. Bank Account Number and Branch.
- i. Recovery of all applicable taxes at source should be made as per rules
- j. Certificate from procuring entity stating Goods as per standard / professional requirement (format given below)

**DETAIL OF STANDARDS (if applicable)**

<b>S. #</b>	<b>Meets best quality standards (5)</b>	<b>Meets acceptable quality standards (4)</b>	<b>Meets un acceptable quality standards (3)</b>	<b>Does not meet acceptable quality standards (2)</b>
1.				
2.				
3.				
4.				

Delivery / Deliverable accepted since it meets acceptable / best quality standards (5/4)

(Assessment /Evaluation Officers)

Name and Designation

**K. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER**

The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.

The suppliers shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project (representing consultant firm /organization). The Project Coordinator shall have the qualifications as may be agreed between the contractor and the ATH Abbottabad.

The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices.

The supplier shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

Except with the prior written approval of the Client, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services without prior consent of the service providers

The supplier agrees that no proprietary and confidential information received by the supplier from the Client shall be disclosed to a third party unless the supplier receives a written permission from the Client to do so.

Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement:-

Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.067% per day (2% per month) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value.

Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;

Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, Procuring entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the forfeiture of CDR blacklisting of the supplier; or permanent blacklisting or both.

Recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.

## **L. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION**

Procuring Entity shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPP Rules 2014.

If a bidder is not satisfied with the decision of the Committee he may take recourse to the KPK KPPRA.

The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by KPPRA whose decision will final and bidding on both the parties

## **M. INDEMNITY**

The supplier shall at all times indemnify the procuring entity against the claims which may be made in respect of the goods for infringement of any right protected by patent, registration of design or trade mark and shall take all risks of accident of damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all



the means used by him for the fulfillment of the contract; provided always that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the procuring entity, it shall notify the supplier of the same and the supplier shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise there from.

#### **N. SUB-LETTING CONTRACT**

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Service provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

#### **O. BRIBES COMMISSION ETC.**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the procuring entity, shall in addition to any criminal liability which he may incur, subject the contractor to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation under clause 8 hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive.

#### **P. TERMINATION End of Services**

The period of contact is valid upto 30<sup>th</sup> June 2024 or till the finalization of next year tender The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and full and final payment has been made.

##### **Termination by the Client**

The Client may, by a written notice of thirty (30) days to the supplier, terminate this Agreement. All accounts between the Client and the Service provider shall be settled not later than sixty (60) days of the date of such termination.

### **Termination by the Supplier**

The supplier may suspend the Agreement by a written notice of thirty (30) days only if the supplier does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the supplier after thirty(30) days of notice of suspension, the Supplier/Vendor may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the supplier under such circumstances, the Procuring entity shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the supplier.

### **Q. FORCE MAJEURE**

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

### **R. APPLICABLE LAWS**

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPP Rules 2014 amended time to time.

### **S. CONTRACT AMENDMENT**

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

### **T. NOTICES**

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client

To: The Supplier

or \_\_\_\_\_ to such  
other  
address as either of these Parties shall designate by notice  
given as required herein. Notices shall be effective when  
delivered.

## **U. QUALIFICATION CRITERIA**

Following is the qualification criteria. Procuring Entity may add more (in case required) strictly in accordance with the KPPRA rules.

1. Bidders should be registered entities with the Government (contractor with PEC; Company with SECP or any other authority). However bidders are not required to be locally registered with the procuring entity
2. Carrying a National Tax Number (NTN) , or a CBR Tax Exemption Certificate;
3. Sales tax certificate (where required)
4. Financial health (Financial Audit Report, Bank Statement in the past 3 fiscal years);
5. Should demonstrate similar experience for at least <specify years>
6. Shall provide on a stamp paper an Affidavit stating that the proponent has never been blacklisted by any government/semi-government organizations (procuring entity) under the administrative control of the federal / provincial governments.

**BANK GUARANTEE FORM IN RESPECT OF BID SECURITY (to be furnished on non-judicial stamp paper of appropriate value)**

Procuring Officer

Procuring entity and its address

1. M/s \_\_\_\_\_ through their agent \_\_\_\_\_ (hereinafter called the supplier) are submitting their offer against your tender enquiry No. \_\_\_\_\_ for \_\_\_\_\_ due on \_\_\_\_\_ and have requested us to issue a bank guarantee for \_\_\_\_\_ in your favor as bid security to ensure their compliance with conditions of the tender.

2. The Guarantor waiving all objections and defenses and under the aforesaid contract, hereby unconditionally, irrevocably and independently guarantees to pay to procuring entity without delay upon procuring entity's first written demand any amount claimed by procuring entity up to the sum named herein, on procuring entity written declaration that the bidder has refused or failed to fulfill any of the terms of the tender / bid or committed any breach of the tender / bid.

3. Notices in writing of any such breach, of which the Buyer shall be the sole Judge, as aforesaid, on the part of the bidder shall be given by the Buyer to the Guarantor and on each first demand, payment shall be made by the Guarantor of all sums then due under this guarantee unconditionally and without any reference to the bidder or any other person and without any objection.

4. This guarantee is valid up to three months from date of opening of tender. In case the tenderers / bidders \_\_\_\_\_ are awarded a contract for supply of goods / works / services as per tender enquiry / letter / RFP quoted above, the guarantee will remain valid up to the date of furnishing of an acceptable performance bond on Procuring entity's format.

5. Claim if any must reach us in writing on or before the expiry date after which we will no longer be liable to make payment to you

6. Our liability hereunder is limited to

NAME OF THE BANK

WITH ADDRESS \_\_\_\_\_

AUTHORISED OFFICER OF THE BANK

<Name of procuring entity>

<Address of procuring entity>

**PERFORMANCE BANK GUARANTEE FORM IN RESPECT OF  
PURCHASE ORDER / CONTRACT AGREEMENT**

**(to be furnished on non-judicial stamp paper of appropriate value)**

WHEREAS <name of procuring entity> having its registered office at \_\_\_\_\_, by an agreement made between \_\_\_\_\_ (hereinafter called the supplier/service provider) has awarded the contract (hereinafter called the contract) vide agreement / letter / P.O. No. dated for the supply of goods / works / services specified in the said Purchase Order / contract agreement.

AND WHEREAS in accordance with the provisions of clause \_\_\_\_\_ of the Contract/Purchase Order the supplier is required to furnish a bank guarantee for the due performance and observance of all the terms provisions and stipulations of the Contract/Purchase Order by the service provider and the service provider has requested Bank Limited to issue the said guarantee for an amount of Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_) equivalent to <specify %> of the total value shown in the purchase order.

In consideration of the premises we \_\_\_\_\_ Bank Limited \_\_\_\_\_ hereby guarantee irrevocably and unconditionally forthwith to pay to the procuring entity without reference to the service provider on the first demand of the procuring entity in writing stating that the service provider has committed a default under the Contract/Purchase order without any further statement of the particulars of such default and notwithstanding any contestation by the supplier an amount not exceeding Rupees \_\_\_\_\_

And we \_\_\_\_\_ Bank Limited hereby further declare that no alteration in the terms of the Contract/Purchase Order or in the scope extent or nature of supplies therein and no allowances of time by the procuring entity under the Contract /Purchase Order nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Contract/Purchase order on the part of procuring entity shall in any way release this Bank from any liability under this guarantee.

The validity of this guarantee shall expire after \_\_\_\_\_ days on \_\_\_\_\_ of the completion of delivery of supplies to the procuring entity by the supplier in conformity with the provisions of the Contract/Purchase Order. After its expiry the procuring entity shall return this guarantee to the Supplier for cancellation by this bank.

NAME OF BANK  
WITH ADDRESS  
AUTHORISED OFFICER OF THE BANK

## **PURCHASE ORDER / CONTRACT AGREEMENT**

The purchase order is the simplest form of contract for procurement between the procuring entity and the supplier. It is used to form a contract by accepting the successful bidder's quotation, where no contract award notice or detailed contract document is required. The purchase order defines the goods to be supplied, the price to be paid for the goods, works or services and the delivery period required.

2 The purchase order shall carry the following information:

- the name of the supplier;
- the date of issue of the Purchase Order;
- the delivery address;
- the name of the procuring entity purchasing the items;
- the Requisition Number;
- the Purchase Order Number;
- the quantity of each item required;
- any part or pattern number for each item;
- a brief description of each item;
- the unit cost or rate for each item; and
- the delivery period and whether the delivery is to be made in lots.

3 For detailed contract agreement, use the General Conditions of Contract, provided herein. Insert, special conditions, if the procuring entity deems it suitable.