

**MEDICAL TEACHING INSTITUTION AYUB TEACHING HOSPITAL (MTI ATH) ABBOTTABAD**

**Standard Bidding Documents (SBDs)**

**For National Competitive Bidding (NCB) Pakistan**

**For**

**SELECTION OF VENDERS/SUPPLIERS FOR LOCAL PURCHASE (General, Sehat Sahulat Program, Zakat, Bait-Ul-Mal, Lil Sail-E-WalMehroom) OF DRUGS/MEDICINES, MEDICAL DEVICES, SURGICAL DISPOSABLES, & NON-DRUG ITEMS**

**FOR FINANCIAL YEAR 2024-25**

**PROCUREMENT CELL FOR PHARMACY SERVICES DEPATMENT MTI ATH ABBOTTABAD**

**OCTOBER 2024**

#### PART ONE (UNCHANGEABLE)

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

#### PREFACE

These Standard Bidding Documents have been prepared for use by the Medical Teaching Institution, Ayub Teaching Hospital (MTI ATH) Abbottabad for the procurement of goods through National Competitive Bidding (NCBs) as well as International Competitive Bidding (ICBs) vide 41(g) KPPRA Rules 2014.

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

Data and provisions specific to each procurement and contract are included in Part two which is further organized into six sections. Sections I, II, III, IV ,and V, respectively contain Invitation for Bids; Bid Data Sheet; Special Conditions of Contract; Schedule of Requirements; Technical Specifications; and the forms to be used, while Section VI is about Sample Forms.

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

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**Part One - Section I.**

### Instructions to Bidders

#### Notes on the Instructions to Bidders

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

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

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

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

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**Instructions to Bidders**

**A. Introduction**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1. Source of**  **Funds** | | 1.1 | MTI ATH Abbottabadhas received/applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currenciestowards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued. | | | | | |
|  | | 1.2 | The funds referred to above in addition shall be “Public Fund” which according to 2 (l) of KPP Rules 2014 means ( i ) Provincial Consolidated Fund; ( ii) foreign assistance; ( iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government. | | | | | |
|  | | 1.3 | Payment by the Fund will be made only at the request of the MTI ATH Abbottabadand upon approval by the Government of Khyber Pakhtunkhwa., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the MTI ATH Abbottabadshall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds. | | | | | |
| **2. Eligible**  **Bidders** | | 2.1 | This Invitation for Bids is open to all suppliers from eligible source as defined in the KPPRA Rules, 2014 and its Bidding Documents except as provided hereinafter. | | | | | |
|  | | 2.2 | Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the MTI ATH Abbottabadto provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids. | | | | | |
|  | | 2.3 | Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa. | | | | | |
|  | | 2.4 | Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014. | | | | | |
|  | | 2.5 | A minimum of three (03) years retail experience in Abbottabad District is mandatory. | | | | | |
|  | | 2.6 | Non-Shareholder certificate on Judicial paper, that no employee of MTI ATH Abbottabad is shareholder in my business | | | | | |
| **3. Eligible Goods**  **and Services** | | 3.1 | All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services. | | | | | |
|  | | 3.2 | For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. | | | | | |
|  | | 3.3 | The origin of goods and services is distinct from the nationality of the Bidder. | | | | | |
| **4. Cost of**  **Bidding** | | 4.1 | The Bidder shall bear all costs associated with the preparation and submission of its bid, and the MTI ATH Abbottabad named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. | | | | | |
|  | |  | **B. The Bidding Documents** | | | | | |
| **5. Content of**  **Bidding**  **Documents** | | 5.1 | The bidding documents include:   1. Instructions to Bidders (ITB) 2. Bid Data Sheet 3. General Conditions of Contract (GCC) 4. Special Conditions of Contract (SCC) 5. Schedule of Requirements 6. Technical Specifications 7. Bid Form and Price Schedules 8. Bid Security Form 9. Contract Form 10. Performance Security Form 11. Manufacturer’s Authorization Form | | | | | |
|  | | 5.2 | The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid. | | | | | |
| **6. Clarification of Bidding Documents** | | 6.1 | An interested Bidder requiring any clarification of the bidding documents may notify the MTI ATH Abbottabad in writing. MTI ATH Abbottabad will respond in writing to any request for Documents clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the MTI ATH Abbottabad’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents. | | | | | |
| **7. Amendment of Bidding Documents** | | 7.1 | At any time prior to the deadline for submission of bids, the MTI ATH Abbottabad, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment. | | | | | |
|  | | 7.2 | All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them. | | | | | |
|  | | 7.3 | In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the MTI ATH Abbottabad, at its discretion, may extend the deadline for the submission of bids. | | | | | |
| **C. Preparation of Bids** | | | | | | | | |
| **8. Language of**  **Bid** | | 8.1 | The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the MTI ATH Abbottabad shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern. | | | | | |
| **9. Documents Comprising the Bid** | | 9.1 | The bid prepared by the Bidder shall comprise the following components:   1. Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12 2. Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; 3. Documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and 4. Bid security furnished in accordance with ITB Clause 15. | | | | | |
| **10. Bid Form** | | 10.1 | The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity, and prices. | | | | | |
| **11. Bid Prices** | | 11.1 | The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract. | | | | | |
|  | | 11.2 | Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately. | | | | | |
|  | | 11.3 | The Bidder’s separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the MTI ATH Abbottabad and will not in any way limit the MTI ATH Abbottabad’s right to contract on any of the terms offered. | | | | | |
|  | | 11.4 | Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero. | | | | | |
| **12. Bid Currencies** | | 12.1 | | Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet. | | | | | |
| **13. Documents**  **Establishing Bidder’s** | | 13.1 | | Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder’s eligibility to bid and its qualifications to perform the contract if its bid is accepted. | | | | | |
| **Eligibility and**  **Qualification** | | 13.2 | | The documentary evidence of the Bidder’s eligibility to bid shall establish to the MTI ATH Abbottabad’s satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3. | | | | | |
|  | | 13.3 | | The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the MTI ATH Abbottabad’s satisfaction:   1. That, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods’ Manufacturer or producer to supply the goods in the MTI ATH Abbottabad’s country; 2. That the Bidder has the financial, technical, and production capability necessary to perform the contract; 3. That, in the case of a Bidder not doing business within the MTI ATH Abbottabad’s country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and 4. That the Bidder meets the qualification criteria listed in the Bid Data Sheet. | | | | | |
| **14. Documents Establishing Goods’ Eligibility and Conformity to Bidding Documents** | | 14.1 | | Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract. | | | | | |
| 14.2 | | The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment. | | | | | |
|  | | 14.3 | | The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:   1. A detailed description of the essential technical and performance characteristics of the goods; 2. a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the MTI ATH Abbottabad; and 3. An item-by-item commentary on the MTI ATH Abbottabad’s Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications. | | | | | |
|  | | 14.4 | | For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the MTI ATH Abbottabad in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the MTI ATH Abbottabad’s satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications. | | | | | |
| **15. Bid Security** | | 15.1 | | Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. | | | | | |
|  | | 15.2 | | The bid security is required to protect the MTI ATH Abbottabad against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to ITB Clause 15.7. | | | | | |
|  | | 15.3 | | The bid security shall be in Pak. Rupees and shall be in one of the following forms:   1. A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the MTI ATH Abbottabad’s country, in the form provided in the bidding documents or another form acceptable to the MTI ATH Abbottabad and valid for thirty (30) days beyond the validity of the bid; or 2. Irrevocable cashable on-demand Bank call-deposit. | | | | | |
|  | | 15.4 | | Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the MTI ATH Abbottabad as non-responsive, pursuant to ITB Clause 24. | | | | | |
|  | | 15.5 | | Unsuccessful bidder’s bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the MTI ATH Abbottabad pursuant to ITB Clause 16. | | | | | |
|  | | 15.6 | | The successful Bidder’s bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33. | | | | | |
|  | | 15.7 | | The bid security may be forfeited:   1. A Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or 2. in the case of a successful Bidder, if the Bidder fails: 3. To sign the contract in accordance with ITB Clause 32; or 4. To furnish performance security in accordance with ITB Clause 33. | | | | | |
| **16. Period of Validity of Bids** | | 16.1 | | Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the MTI ATH Abbottabad, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the MTI ATH Abbottabad as non-responsive. | | | | | |
|  | | 16.2 | | In exceptional circumstances, the MTI ATH Abbottabad may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document. | | | | | |
| **17. Format and**  **Signing of Bid** | | 17.1 | | The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern. | | | | | |
|  | | 17.2 | | The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid. | | | | | |
|  | | 17.3 | | Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid. | | | | | |
|  | | 17.4 | | The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract. | | | | | |
| **D. Submission of Bids** | | | | | | | | | |
| **18. Sealing and Marking of Bids** | | 18.1 | | The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. | | | | | |
|  | | 18.2 | | The inner and outer envelopes shall:   1. Be addressed to the MTI ATH Abbottabad at the address given in the Bid Data Sheet; and 2. Bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2. | | | | | |
|  | | 18.3 | | The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared  “LATE”. | | | | | |
|  | | 18.4 | | If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the MTI ATH Abbottabad will assume no responsibility for the bid’s misplacement or premature opening. | | | | | |
| **19. Deadline for**  **Submission of**  **Bids** | | 19.1 | | Bids must be received by the MTI ATH Abbottabad at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet. | | | | | |
|  | | 19.2 | | The MTI ATH Abbottabad may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the MTI ATH Abbottabad and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. | | | | | |
| **20. Late Bids** | | 20.1 | | Any bid received by the MTI ATH Abbottabad after the deadline for submission of bids prescribed by the MTI ATH Abbottabad pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder. | | | | | |
| **21. Modification And Withdrawal of Bids** | | 21.1 | | The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the MTI ATH Abbottabad prior to the deadline prescribed for submission of bids. | | | | | |
|  | | 21.2 | | The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18, by a signed confirmation copy, postmarked no later than the deadline for submission of bids. | | | | | |
|  | | 21.3 | | No bid may be modified after the deadline for submission of bids. | | | | | |
|  | | 21.4 | | No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security, pursuant to the ITB Clause 15.7 | | | | | |
| **E. Opening and Evaluation of Bids** | | | | | | | | | |
| **22. Opening of Bids by the MTI ATH Abbottabad** | | 22.1 | | The MTI ATH Abbottabad will open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders’ representatives who are present shall sign a register evidencing their attendance. | | | | | |
|  | | 22.2 | | The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the MTI ATH Abbottabad, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20. | | | | | |
|  | | 22.3 | | Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders. | | | | | |
|  | | 22.4 | | The MTI ATH Abbottabad will prepare minutes of the bid opening. | | | | | |
| **23. Clarification of**  **Bids** | | 23.1 | | During evaluation of the bids, the MTI ATH Abbottabad may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted. | | | | | |
| **24. Preliminary**  **Examination** | | 24.1 | | The MTI ATH Abbottabad will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. | | | | | |
|  | | 24.2 | | Arithmetical errors will be rectified on the following basis.  If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.  If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.  If there is a discrepancy between words and figures, the amount in words will prevail. | | | | | |
|  | | 24.3 | | The MTI ATH Abbottabad may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. | | | | | |
|  | | 24.4 | | Prior to the detailed evaluation, pursuant to ITB Clause 25 the MTI ATH Abbottabad will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The MTI ATH Abbottabad’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. | | | | | |
|  | | 24.5 | | If a bid is not substantially responsive, it will be rejected by the MTI ATH Abbottabad and may not subsequently be made responsive by the Bidder by correction of the nonconformity. | | | | | |
| **25. Evaluation and**  **Comparison of Bids** | | 25.1 | | The MTI ATH Abbottabad will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24. | | | | | |
|  | | 25.2 | | The MTI ATH Abbottabad’s evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid. | | | | | |
|  | | 25.3 | | The MTI ATH Abbottabad’s evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:   1. Incidental costs 2. Delivery schedule offered in the bid; 3. Deviations in payment schedule from that specified in the Special Conditions of Contract; 4. The cost of components, mandatory spare parts, and service; 5. The availability of MTI ATH Abbottabad of spare parts and after-sales services for the equipment offered in the bid; 6. The projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or 7. Other specific criteria indicated in the Bid Data Sheet and/or 8. In the Technical Specifications. | | | | | |
|  | | 25.4 | | For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:   1. Incidental costs provided by the bidder will be added by MTI ATH Abbottabad to the delivered duty paid (DDP) price at the final destination. 2. Delivery schedule. 3. MTI ATH Abbottabad requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery “adjustment” will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery. | | | | | |
|  | |  | | or ii. | | | The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements. | | |
|  | |  | | or iii. | | | The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule. | | |
|  | |  | | 1. Deviation | | | in payment schedule: | | |
|  | |  | | The SCC stipulates the payment schedule offered by the MTI ATH Abbottabad. If a bid deviates from the schedule and if such deviation is considered acceptable to the MTI ATH Abbottabad, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet. | | | | | |
|  | |  | | d. | | Cost of spare ps.  i. | | re parts  The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price. OR | |
|  | |  | |  | | ii. | | The MTI ATH Abbottabad will draw up a list of high- usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price. OR | |
|  | |  | |  | | iii. | | The MTI ATH Abbottabad will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the MTI ATH Abbottabad or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation. | |
|  | |  | | e. | | Spare parts and after sales service facilities in the MTI ATH Abbottabad’s country.  The cost to the MTI ATH Abbottabad of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price. | | | |
|  | |  | | f. | | Operating and maintenance costs.  Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications. | | | |
|  | |  | |  | g. Performance and productivity of the equipment.  i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.  Or  ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.   1. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.   The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications. | | | | | |
| **Alternative** | | 25.4 | | **25.4 Merit Point System:** | | | | | |
|  | |  | | The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet. | | | | | |
|  | | [In the Bid Data Sheet, choose from the range of] | | | | | |
|  | | Evaluated price of the goods | | | | | 60 to 90 |
|  | | Cost of common list spare parts | | | | | 0 to 20 |
|  | |  | | | | |  |
|  | |  | | Technical features, and maintenance and operating costs | | | | | 0 to 20 |
|  | | Availability of service and spare parts | | | | | 0 to 20 |
|  | | Standardization | | | | | 0 to 20 |
|  | | Total | | | | | 100 |
|  | | The bid scoring the highest number of points will be deemed to be the lowest evaluated bid. | | | | | |
| **26. Contacting MTI ATH Abbottabad** | | 26.1 | | Subject to ITB Clause 23, no Bidder shall contact the MTI ATH Abbottabad on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the MTI ATH Abbottabad, it should do so in writing. | | | | | |
|  | | 26.2 | | Any effort by a Bidder to influence the MTI ATH Abbottabad in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder’s bid. | | | | | |
| **F. Award of Contract** | | | | | | | | | |
| **27. Post qualification** | | 27.1 | | In the absence of prequalification, the MTI ATH Abbottabad will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3 | | | | | |
|  | | 27.2 | | The determination will take into account the Bidder’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the MTI ATH Abbottabad deems necessary and appropriate. | | | | | |
|  | | 27.3 | | An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder’s bid, in which event the MTI ATH Abbottabad will proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily. | | | | | |
| **28. Award Criteria** | | 28.1 | | Subject to ITB Clause 30, the MTI ATH Abbottabad will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. | | | | | |
| **29. Procuring agency’s Right to Vary Quantities at Time of Award** | | 29.1 | | The MTI ATH Abbottabad reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. | | | | | |
| **30. Procuring agency’s Right to Accept any Bid and to Reject any or All Bids** | | 30.1 | | The MTI ATH Abbottabad reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the MTI ATH Abbottabad’s action. | | | | | |
| **31. Notification of**  **Award** | | 31.1 | | Prior to the expiration of the period of bid validity, the MTI ATH Abbottabad will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted. | | | | | |
|  | | 31.2 | | The notification of award will constitute the formation of the Contract. | | | | | |
|  | | 31.3 | | Upon the successful Bidder’s furnishing of the performance security pursuant to ITB Clause 33, the MTI ATH Abbottabad will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15. | | | | | |
| **32. Signing of**  **Contract** | | 32.1 | | At the same time as the MTI ATH Abbottabad notifies the successful Bidder that its bid has been accepted, the MTI ATH Abbottabad will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties. | | | | | |
|  | | 32.2 | | Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the MTI ATH Abbottabad. | | | | | |
| **33 Performance Security** | | 33.1 | | Within twenty (20) days of the receipt of notification of award from the MTI ATH Abbottabad, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the MTI ATH Abbottabad. | | | | | |
|  | | 33.2 | | Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the MTI ATH Abbottabad may make the award to the next lowest evaluated Bidder or call for new bids. | | | | | |
| **34. Corrupt or Fraudulent Practices** | | 34.1 | | The Government of Khyber Pakhtunkhwa requires that MTI ATH Abbottabad’s (including beneficiaries of donor agencies’ loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPP Act, 2009 and Rules made thereunder:   1. Defines, for the purposes of this provision, the terms set forth below as follows:      * 1. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and   2. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the MTI ATH Abbottabad, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels; and to deprive the MTI ATH Abbottabad of the benefits of free and open competition.  1. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; 2. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract. | | | | | |
|  | | 34.2 | | Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract. | | | | | |
| **36.Integrity Pact** | | 35.1 | | The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive. | | | | | |

**Part One - Section II.**

**General Conditions of Contract**

#### Notes on the General Conditions of Contract (GCC)

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

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

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**General Conditions of Contract**

|  |  |  |
| --- | --- | --- |
| **1. Definitions** | 1.1 | In this Contract, the following terms shall be interpreted as indicated:   1. **“The Contract”** means the agreement entered into between the MTI ATH Abbottabadand the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 2. **“The Contract Price**” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. 3. **“The Goods”** means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the MTI ATH Abbottabadunder the Contract. 4. **“The Services”** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract. 5. **“GCC”** means the General Conditions of Contractcontained in this section. 6. **“SCC”** means the Special Conditions of Contract. 7. “**Procuring Agency**” means the organization purchasing the Goods, as named in SCC. 8. “The Procuring Agency’s country” is the country named in SCC. 9. “**The Supplier**” means the individual or firm supplying the Goods and Services under this Contract. 10. “**The Project Site**,” where applicable, means the place or places named in SCC. 11. “**Day**” means calendar day. |
| **2. Application** | 2.1 | These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract. |
| **3. Country of**  **Origin** | 3.1 | All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and `further elaborated in the SCC. |
|  | 3.2 | For purposes of this Clause, “origin” means the place where the goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. |
|  | 3.3 | The origin of Goods and Services is distinct from the nationality of the Supplier. |
| **4. Standards** | 4.1 | The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritativestandards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution. |
| **5. Use ofContractDocuments and Information;Inspection, and Audit by the Government** | 5.1 | The Supplier shall not, without the MTI ATH Abbottabad’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 MTI ATH Abbottabadin 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 as far as may be necessary for purposes of such performance. |
|  | 5.2 | The Supplier shall not, without the MTI ATH Abbottabad’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 MTI ATH Abbottabadand shall be returned (all copies) to the MTI ATH Abbottabadon completion of the Supplier’s performance under the Contract if so required by the MTI ATH Abbottabad. |
|  | 5.4 | The Supplier shall permit the MTI ATH Abbottabadto inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the MTI ATH Abbottabad, if so required. |
| **6. Patent Rights** | 6.1 | The Supplier shall indemnify the MTI ATH Abbottabadagainst all thirdparty claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the MTI ATH Abbottabad’s country. |
| **7. Performance**  **Security** | 7.1 | Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the MTI ATH Abbottabadthe performance security in the amount specified in SCC. |
|  | 7.2 | The proceeds of the performance security shall be payable to the MTI ATH Abbottabadas 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 MTI ATH Abbottabadand shall be in one of the following forms:   1. A bank guarantee or an irrevocable letter of credit issued by a   reputable bank located in the MTI ATH Abbottabad’s country, in the form provided in the bidding documents or another form acceptable to the MTI ATH Abbottabad; or   1. A cashier’s or certified check. |
|  | 7.4 | The performance security will be discharged by the MTI ATH Abbottabadand returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC. |
| **8. Inspections**  **and Tests** | 8.1 | The MTI ATH Abbottabador its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the MTI ATH Abbottabad. SCC and the Technical Specifications shall specify what inspections and tests the MTI ATH Abbottabadrequires and where they are to be conducted. The MTI ATH Abbottabadshall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. |
|  | 8.2 | The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods’ final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the MTI ATH Abbottabad. |
|  | 8.3 | Should any inspected or tested Goods fail to conform to the Specifications, the MTI ATH Abbottabadmay reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the MTI ATH Abbottabad. |
|  | 8.4 | The MTI ATH Abbottabad’s right to inspect, test and, where necessary, reject the Goods after the Goods’ arrival in Pakistan shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the MTI ATH Abbottabador its representative prior to the Goods’ shipment from the country of origin. |
|  | 8.5 | Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract. |
| **9. Packing** | 9.1 | The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit. |
|  | 9.2 | The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the MTI ATH Abbottabad. |
| **10. Delivery and**  **Documents** | 10.1 | Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC |
|  | 10.2 | Documents to be submitted by the Supplier are specified in SCC. |
| **11. Insurance** | 11.1 | The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller’s responsibility. |
| **12. Transportation** | 12.1 | The Supplier is required under the Contact to transport the Goods to a specified place of destination within Pakistan, transport to such place of destination in the Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price. |
| **13. Incidental**  **Services** | 13.1 | The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:   1. performance or supervision of on-site assembly and/or start-up of the supplied Goods; 2. furnishing of tools required for assembly and / or maintenance of the supplied Goods; 3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 4. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and 5. Training of the MTI ATH Abbottabad’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. |
|  | 13.2 | Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services. |
| **14. Spare Parts** | 14.1 | As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:   1. such spare parts as the MTI ATH Abbottabadmay elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and 2. In the event of termination of production of the spare parts:    1. Advance notification to the MTI ATH Abbottabadof the pending termination, in sufficient time to permit the MTI ATH Abbottabadto procure needed requirements;    2. Following such termination, furnishing at no cost to the MTI ATH Abbottabad, the blueprints, drawings, and specifications of the spare parts, if requested. |
| **15. Warranty** | 15.1 | The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the MTI ATH Abbottabad’s specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. |
|  | 15.2 | This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. |
|  | 15.3 | The MTI ATH Abbottabadshall promptly notify the Supplier in writing of any claims arising under this warranty. |
|  | 15.4 | Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the MTI ATH Abbottabad. |
|  | 15.5 | If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the MTI ATH Abbottabadmay proceed to take such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the MTI ATH Abbottabadmay have against the Supplier under the Contract. |
| **16. Payment** | 16.1 | The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC. |
|  | 16.2 | The Supplier’s request(s) for payment shall be made to the MTI ATH Abbottabadin writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract. |
|  | 16.3 | Payments shall be made promptly by the MTI ATH Abbottabad, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. |
|  | 16.4 | The currency of payment is Pak. Rupees. |
| **17. Prices** | 17.1 | Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the MTI ATH Abbottabad’s request for bid validity extension, as the case may be. |
| **18. Change Orders** | 18.1 | The MTI ATH Abbottabadmay at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:   1. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the MTI ATH Abbottabad; 2. The method of shipment or packing; 3. The place of delivery; and/or 4. The Services to be provided by the Supplier. |
|  | 18.2 | If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier’s receipt of the MTI ATH Abbottabad’s change order. |
| **19. Contract**  **Amendments** | 19.1 | Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| **20. Assignment** | 20.1 | The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the MTI ATH Abbottabad’s prior written consent. |
| **21. Subcontracts** | 21.1 | The Supplier shall notify the MTI ATH Abbottabadin writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. |
|  | 21.2 | Subcontracts must comply with the provisions of GCC Clause 3. |
| **22. Delays in the**  **Supplier’s**  **Performance** | 22.1 | Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the MTI ATH Abbottabadin the Schedule of Requirements. |
|  | 22.2 | If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the MTI ATH Abbottabadin 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 MTI ATH Abbottabadshall evaluate the situation and may at its discretion extend the Supplier’s time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. |
|  | 22.3 | Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages. |
| **23. Liquidated**  **Damages** | 23.1 | 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 MTI ATH Abbottabadshall, 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 MTI ATH Abbottabad may consider termination of the Contract pursuant to GCC Clause 24. |
| **24. Termination for Default** | 24.1 | The MTI ATH Abbottabad, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:   1. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the MTI ATH Abbottabadpursuant to GCC Clause 22; or 2. If the Supplier fails to perform any other obligation(s) under the Contract. 3. If the Supplier, in the judgment of the MTI ATH Abbottabadhas engaged in corrupt or fraudulent practices in competing for or in executing the Contract.   For the purpose of this clause:  “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.  “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition. |
|  | 24.2 | In the event the MTI ATH Abbottabadterminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the MTI ATH Abbottabad may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the MTI ATH Abbottabadfor any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated. |
| **25. Force Majeure** | 25.1 | Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. |
|  | 25.2 | For purposes of this clause, “**Force Majeure**” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the MTI ATH Abbottabadin its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. |
|  | 25.3 | If a Force Majeure situation arises, the Supplier shall promptly notify the MTI ATH Abbottabad in writing of such condition and the cause thereof. Unless otherwise directed by the MTI ATH Abbottabadin writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. |
| **26. Termination**  **for Insolvency** | 26.1 | The MTI ATH Abbottabadmay at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the MTI ATH Abbottabad. |
| **27. Termination**  **ForConvenience** | 27.1 | The MTI ATH Abbottabad, 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 MTI ATH Abbottabad’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. |
|  | 27.2 | The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the MTI ATH Abbottabadat the Contract terms and prices. For the remaining Goods, the MTI ATH Abbottabadmay elect:   1. To have any portion completed and delivered at the Contract terms and prices; and/or 2. To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier. |
| **28. Resolution of**  **Disputes** | 28.1 | The MTI ATH Abbottabadand the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. |
|  | 28.2 | If, after thirty (30) days from the commencement of such informal negotiations, the MTI ATH Abbottabadand the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration. |
| **29. Governing**  **Language** | 29.1 | The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language. |
| **30. ApplicableLaw** | 30.1 | The Contract shall be interpreted in accordance with the laws of the Pakistan, unless otherwise specified in SCC. |
| **31. Notices** | 31.1 | Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party’s address specified in SCC. |
|  | 31.2 | A notice shall be effective when delivered or on the notice’s effective date, whichever is later. |
| **32. Taxes and**  **Duties** | 32.1 | Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the MTI ATH Abbottabad. |



**MEDICAL TEACHING INSTITUTION AYUB TEACHING HOSPITAL (MTI ATH) ABBOTTABAD**

**Standard Bidding Documents (SBDs)**

**For National Competitive Bidding (NCB) Pakistan**

**For**

**SELECTION OF VENDERS/SUPPLIERS FOR LOCAL PURCHASE (General, Sehat Sahulat Program, Zakat, Bait-Ul-Mal& Lil Sail-e-WalMehroom) OF DRUGS/MEDICINES, MEDICAL DEVICES, SURGICAL DISPOSABLES, & NON-DRUG ITEMS**

**FOR FINANCIAL YEAR 2024-25**

**PROCUREMENT CELL FOR PHARMACY SERVICES DEPATMENT MTI ATH ABBOTTABAD**

**OCTOBER2024**

**PART TWO (PROCUREMENT SPECIFIC PROVISIONS)**

* Invitation for Bids (IFB)
* Bid Data Sheet (BDS)
* Special Conditions of Contract (SCC)
* Schedule of Requirements
* Technical Specifications
* Sample Forms
* Eligibility

#### PREFACE

These Bidding Documents have been prepared for use by MTI ATH Abbottabad in the procurement of goods through National Competitive Bidding (NCB).

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

This is Part Two and contains data and provisions specific to each procurement. Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents. In addition, each section is prepared with notes intended only as information for the MTI ATH Abbottabador the person drafting the bidding documents. They shall not be included in the final documents, except for the notes introducing Section VI, Forms, where the information is useful for the Bidder.

1. Specific details, such as the “name of the MTI ATH Abbottabad” and “address for bid submission,” should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
2. Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.
3. Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the MTI ATH Abbottabadshould strictly follow. The final document should contain no footnotes.
4. The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 25.3 and 25.4, respectively) should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.
5. Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the MTI ATH Abbottabadfor each procurement.
6. The forms provided in Section VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

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**Part Two**

Section I. Invitation for Bids

Notes on the Invitation for Bids

The Invitation for Bids (IFB) has been issued as an advertisement in leading newspapers of general circulation in the Province of Khyber Pakhtunkhwa as well as on the web site of the MTI ATH Abbottabad[(](http://www.healthkp.gov.pk/)[www.ath.gov.pk](http://www.ath.gov.pk)[)](http://www.healthkp.gov.pk/) and KPPRA (<http://www.kppra.gov.pk/kppra/> ) by allowing at least fifteen days for NCB for bid preparation and submission.

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

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

#### Invitation for Bids

**MEDICAL TEACHING INSTITUTION, AYUB TEACHING HOSPITAL ABBOTTABAD**

**SELECTION OF VENDORS/SUPPLIERS FORLOCAL PURCHASEOF DRUGS / MEDICINES, MEDICAL DEVICES, SURGICAL DISPOSABLES & NON-DRUG ITEMS FOR THE YEAR 2024-25**

**SINGLE STAGE TWO ENVELOPES**

1. In compliance with the Khyber Pakhtunkhwa Public Procurement Act-2012 and Khyber Pakhtunkhwa Procurement Regulatory Authority (KPPRA) Rules–2014, Sealed Tenders are invited from the General Sales Tax registered Firms/Bidders and being on Active Tax Payer List of FBR bearing valid Drugs Sale License (Form 9 & 11) under KP Drug Sales Rules 1982 (as amended in 2017) for the supply of all types of Drugs / Medicines, Medical Devices, Surgical Disposables & Non-Drug Items and other related items round the clock during the financial year 2024–2025 through SINGLE STAGE TWOENVELOPES bidding procedure as per rules 06(2)(b) of KPPRA rules 2014. Tender form is available on website www.ath.gov.pk
2. Any offer received not as per terms & condition of the tender enquiry/bidding document of this Hospital, framed under KPPRA Act 2012 and rules framed there under, Government of the KP: shall not be entertained.
3. Quotation must be computer typed & printed; and the rebate offered rate must be written both in words & figures. An authorized person of the bidding entity shall sign & stamp all pages of the bid.
4. The bidders are requested to give their highest possible discount on Maximum Retail Price (MRP) for drug and lowest current market rate for the non-drug items for the Local Purchase because no negotiations on quoted rates/price are allowed under the KP PPRA rules, 2014.
5. No offer shall be considered
   1. If the Firm/LP bidder has not its licensed premises situated within 8Km of MTI ATH Abbottabad.
   2. If the Firm/LP Bidder/owner of the firm is not on the active tax payer list of FBR.
   3. If received after the last date and time.
   4. The tender is ambiguous.
   5. The tender is unsigned.
   6. The tender is conditional
   7. Offer received without requisite earnest money
   8. Offer received from the firm blacklisted or suspended by the Health Department, Government of the KP.
   9. If the Firm is not registered with KPPRA
   10. If the Firm has no valid Narcotics License
6. Mandatory Bid Security / Earnest Money amounting to a flat rate of Rupees as mentioned above from each bidder in the shape of Pay Order (PO) / Demand Draft (DD) / Call Deposit
7. Receipt (CDR) / Banker’sCheques in the name of the Hospital Director MTI ATH Abbottabad is required to be submitted along with the Financial Bid within its sealed envelope. A separate photocopy of this Bids Security financial instrument should also be placed inside the sealed envelope of Technical Proposal. Ordinary Cheques will not be acceptable as Bids security.
8. In case the contractor fails to execute the contract strictly in accordance with the terms & conditions laid down in the contract and / or SBDs, the security deposited shall be forfeited and/ or blacklisting of the firm or both or as the case may be.
9. Bidders are required to submit all mandatory documents mentioned in Section V, (1) (b) of SBD of MTI ATH for year 2024-25. In case of failure to comply the bidder shall be considered as non-responsive.
10. The sealed bids (separate technical and financial bids further sealed in one envelope) will be dropped at the Procurement cell of MTI ATH Abbottabad on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date & Time).
11. Any bids presented / submitted / received later than this deadline, or delivered to some office other than the above office, shall not be considered and shall be rejected without any further processing.
12. Bids will In-sha-Allah be opened by the Purchase Committee of MTI ATH \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date & Time) in the Conference Room Near the office of Hospital Director MTI ATH Abbottabad in the presence of those bidders or their authorized representatives, who choose to attend the bids opening process.
13. The Hospital Director reserves the right to reject any or all the bids under clause 47 of KPPRA Procurement Rules 2014.

HOSPITAL DIRECTOR MTI, ATH ABBOTTABAD

Section II. Bid Data Sheet

**BID DATA SHEET**

|  |  |  |
| --- | --- | --- |
| **ITB Ref.** | **Introduction/Description** | **Detail** |
| **ITB 1.1** | Name of Procuring Agencyof Government of Khyber Pakhtunkhwa. | MTI ATH Abbottabad. |
| **ITB 1.1** | Loan or credit or Project allocation number. Loan or credit or Project allocation amount. | Budget allocated for Local Purchase of Drugs/Medicines, Surgical Disposables and Non Drug Items for the Financial Year 2024-25 |
| **ITB 1.1** | Name of Project | Selection of Venders/Suppliers for Local Purchase of Drugs/Medicines, Surgical Disposables and Non Drug Items for the Financial Year 2024-25 |
| **ITB 1.1** | Name of Contract | Selection of Venders/Suppliers for Local Purchase |
| **ITB 4.1** | Name of Procuring Agency | MTI ATH Abbottabad |
| **ITB 6.1** | Procuring Agency’s address, telephone, and telex, and facsimile, numbers. | Hospital Director MTI ATH Abbottabad  Phone# 0992-920155  Email: [info@ath.gov.pk](mailto:info@ath.gov.pk)  Website: [**www.ath.gov.pk**](http://www.ath.gov.pk) |
| **ITB 8.1** | Language of the bid. | English |
|  | **Bid Price and Currency** | |
| **ITB 11.2** | Price quoted shall be: | Pakistani Rupees (Rs.) |
| **ITB 11.5** | The price shall be fixed | The price shall be fixed and valid till 30th June 2025 and/or till the finalization of next tender |
|  | **Preparation and Submission of Bids** | |
| **ITB 13.3 (d)** | Qualification requirements. | 1. General Sales Tax registered Firms/Bidders and being on Active Taxpayer List (ATL) of FBR bearing 2. Valid Drugs Sale Licenseunder KP Drug Sales Rules 1982 (As amended in 2017) (Form 9 and 11) along with availability of qualified person mentioned in the licenses. 3. Having premises situated within eight (08) Km of the MTI ATH Abbottabad 4. Existence of unregistered /misbranded/Expired Medicines/Medications without warranty as per Drugs Act 1976 will lead to disqualification. 5. Criteria mentioned in PART-II, Section V, 1 (b) of these SBDs. 6. Minimum three (03) years retail experience in Abbottabad District |
| **ITB 14.3 (b)** | Spare parts required for ----- of years of operation | Not Applicable | |
| **ITB 15.1** | Amount of bid security. |  | |
| **ITB 16.1** | Bid validity period. | 90 days from the date of opening of bids | |
| **ITB 17.1** | Number of copies. | One (ORIGINAL BID) | |
| **ITB 18.2 (a)** | Address for bid submission. | Hospital Director MTI ATH Abbottabad  Phone# 0992-920155  Email: [info@ath.gov.pk](mailto:info@ath.gov.pk) | |
| **ITB 18.2 (b)** | IFB title and number. | Local Purchase of Drugs / Medicines, Medical Devices, Surgical Disposables & Non-Drug items for the financial year 2024-25. | |
| **ITB 19.1** | Deadline for bid submission. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date) | |
| **ITB 22.1** | Time, Date and Place for bid opening. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date & Time), in the Conference Room Near the office of Hospital Director MTI ATH Abbottabad | |
| **Bid Evaluation** | | | |
| **ITB 25.3** | Criteria for bid evaluation. | Merit Point Evaluation (Highest Ranking Fair Bid). The Firms ranked highest in merit points (obtained through, and based on, Technical and Financial evaluation depending upon the offered highest rebate) will get central contract  (Section-V of these SBDs). | |
| **ITB 25.4 (a)**  **ITB 25.4 (b)** | One option only  Delivery schedule. Relevant parameters in accordance with option selected. | Not Applicable | |
| **Option I**  **Option II**  **Option III** | Adjustment expressed as a percentage, or adjustment expressed in an amount in the currency of bid evaluation, or  Adjustment expressed in an amount in the currency of bid evaluation. | Not Applicable | |
| **ITB 25.4 (c)(ii)** | Deviation in payment schedule. Annual interest rate. | Not Applicable | |
| **ITB 25.4 (d)** | Cost of spare parts. | Not Applicable | |
| **ITB 25.4 (e)** | Spare parts and after sales service facilities in the MTI ATH Abbottabad’s country. | Not Applicable | |
| **ITB 25.4 (f)** | Operating and maintenance costs. | Not Applicable | |
| **ITB 25.4 (g)** | Performance and productivity of equipment. | Not Applicable | |
| **ITB 25.4 (h)** | Details on the evaluation method or reference to the Technical Specifications | As in section on Technical Evaluation of bids. | |
| **ITB 25.4 alternative** | Specify the evaluation factors. | Not Applicable | |
| **Contract Award** | | | |
| **ITB 29.1** | Percentage for quantity increase or decrease. | Not Applicable | |

**Section III. Special Conditions of Contract**

###### Notes on the Special Conditions of Contract

Similar to the Bid Data Sheet in Section II, the clauses in this Section are intended to assist the MTI ATH Abbottabadin providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section III complement the General Conditions of Contract included in Part one, Section II, specifying contractual requirements linked to the special circumstances of the MTI ATH Abbottabad, the MTI ATH Abbottabad’s country, the sector, and the Goods purchased. In preparing Section III, the following aspects shall be checked:

1. Information that complements provisions of Part one Section II must be incorporated.
2. Amendments and/or supplements to provisions of Part one Section II, as necessitated by the circumstances of the specific purchase, must also be incorporated.

### Section III. Special Conditions of Contract

#### Table of Clauses

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### Special Conditions of Contract

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

1. **Definitions (GCC Clause 1)**

|  |  |
| --- | --- |
| GCC 1.1 (c) | The Goods are: **Drugs /Medicines, Surgical Disposables, Medical Devices & Non-Drug Items (NDIs)** |
| GCC 1.1 (g) **The Procuring Agency:** Hospital Director being the overall head of Government MTI ATH Abbottabad | |

GCC 1.1 (i) The Supplier is:

* + 1. General Sales Tax registered Firms/Bidders and being on Active Tax Payer List of FBR bearing.
    2. Valid Drugs Sale License under KP Drug Sales Rules 1982 (as amended in 2017) (Form 9 and 11) along with availability of qualified person mentioned in the licenses.
    3. Having premises situated within 08 Km of the MTI ATH Abbottabad.
    4. Having minimum of three years’ retail experience in Abbottabad
    5. The Local Purchase vendor shall be herein after referred as Supplier.

1. **Sample Provision**:

GCC 1.1 (j)—The Project Site is: MTI ATH Abbottabad

1. **Country of Origin (GCC Clause 3)**

All countries and territories as indicated in Part Two Section VI of the bidding documents, “Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement”.

1. **Performance Security (GCC Clause-7)**

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be NotRequired However, the bid security amount mention in ITB section 15.1from the successful bidders as received at the time of bids submission under GCC Clause 15, shall be retained by the MTI ATH Abbottabad as Performance Security till the end of contract period and will be released back to successful bidders after successful completion of all the contract obligations.

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

**6. Inspections and Tests** (GCC Clause 8 and in accordance with the clauses of contract with the MTI ATH Abbottabad)

1. The Technical Evaluation shall be conducted by the Inspection Team of Pharmacists constituted by the Head of Pharmacy Services Department including at least one Pharmacist of MTI ATH, a Representative from Finance Department MTI ATH, Representative from Material Management DepartmentMTI ATH and if deemed necessary at least one Provincial Drug Inspector from Abbottabad District (at the time of Inspection) to:
2. undertake the physical inspection of the relevant premises to verify the status of Parameters as laid down in the Technical Evaluation Proformas

(Section-V: Technical Specification of the Part-II of these SBDs);

And

1. The bidder shall be disqualified for competition if Inspection Team/s declare that the bidder did not meet the mandatory requirements for qualification at the time of inspection as mentioned in the approved Technical Evaluation Proforma in these SBDs.
2. Any other appropriate method/arrangements may be adopted by the Hospital Director or Head of Pharmacy Services Department (PSD) or Inspection committee to assess and/or assure the quality of goods to be purchased and / or supplied to the MTI ATH Abbottabad.
3. Non-provision and / or non-fulfillment of mandatory criteria of Physical Inspection shall lead to disqualification of the firm.
4. **Packing (GCC Clause 9)**

The successful bidder shall make supplies of quoted item/s in accordance with the following:

* + - 1. Provisions contained in the GCC Clause 9 of these SBDs; and
      2. Relevant clauses of contract agreement of MTI ATH Abbottabad with the Supplier/s (Section-VI of these SBDs –Rate Contract Agreement)

1. **Delivery and Documents (GCC Clause 10)**

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

1. **Warranty (GCC Clause 15)**

For Drugs/Medicines falling under the Drugs Act 1976,the Supplier shall, in addition to the terms and conditions of the Contract Agreement with MTI ATH Abbottabad, provide warranty under Section 23 of the Drugs Act 1976 and the Rules framed thereunder.

* + - * The successful bidder shall be bound to provide warranties of all drugs, incase if the procuring entity require so.
      * In case of NDIs, the Supplier shall warrant not lesser than as provided in GCC Clause 15.

1. **Payment (GCC Clause 16):**

GCC Clause 16 as well as under the terms and condition in Contract Agreement with the MTI ATH

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

1. **Prices (GCC Clause 17)** 
   1. The Bidder shall offer highest discount in comparison to discount offered to other institution / hospitals situated in KP, the difference will be automatically deducted and adjusted in the bill, however, if any excess amount is paid, the same will also be deducted from the pending bills or security of the side firms.
   2. The bidder shall not quote price/s of any item/s which is/are higher than the prices quoted by the bidder across the country to any entity procuring the quoted item/s through public funding.
   3. In case of Drugs/Medicines the bidder shall quote maximum discount on MRP of the items to be demanded by MTI ATH Abbottabad.
   4. In case of NDIs, the bidder shall not quote the prices more than the prevailing market MRP of the quoted item/s.
2. **Liquidated Damages (GCC Clause 23)**

As in relevant clauses of the Contract Agreement signed by the Supplier with the MTI ATH Abbottabad.

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

The dispute resolution mechanism to be applied will be pursuant to relevant clauses of Contract Agreement signed by Supplier with the MTI ATH Abbottabad.

If at all required, the jurisdiction of Court shall be of Abbottabad, Khyber Pakhtunkhwa.

1. **Governing Language** (GCC Clause 29) The Governing Language shall be English.
2. **Applicable Law** (GCC Clause 30)

The Contract shall be interpreted in accordance with all the relevant laws of Islamic Republic of Pakistan which include, but not limited to, the following legislations:

1. The KPPRA Act 2012 and rules framed thereunder.
2. The KPPRA Rules 2014
3. The Drugs Act 1976 and Rules framed thereunder
4. The DRAP Act 2012 and Rules framed thereunderthe General Financial.
5. Rules of the Govt. of Khyber Pakhtunkhwa and all the relevant laws, rules and regulations pertaining to budgeting and financial management of public funds.
6. The Employment of Children (ECA) Act 1991
7. The Bonded Labor System (Abolition) Act of 1992
8. The Factories Act 1934
9. KP Payment of Wages Act, 2013
10. **Notices** (GCC Clause 31) GCC 31.1 (For notice purposes):

Office of the Hospital Director MTI ATH Abbottabad,

Phone# 0992-920155

Email: [info@ath.gov.pk](mailto:info@ath.gov.pk)

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

1. **Duties & Taxes** (GCC clause 32) All Government imposed taxes including GST, Income Tax etc. shall be applicable on the during the course of contract agreement between MTI ATH Abbottabad and the supplier.

## Section IV. Schedule of Requirements

* All Drugs/Medicines, Surgical disposables, Medical devices and Non-Drugs items required for Local purchase of MTI ATH Abbottabad.

## Section V. Technical Specifications

Technical Evaluation Criteria for Selection of Vendors/ Suppliers for Supply ofDrugs / Medicines, Medical Devices, SurgicalDisposablesand Non-Drug Items (NDIs)for Local Purchase for the Financial Year 2024-25

## (Maximum Allocable Marks = 70 marks)

**NOTE:**

Minimum qualifying score for technical evaluation is 70% i.e. 49 Marks in technical proposal

Total Allocable Marks in Financial Proposal = 30

TotalCombinedAllocableScoreforindividualbids=MarksobtainedinTechnicalEvaluation

+MarksobtainedinFinancialEvaluation=100

Please note that;

1. Any bidding firm submitting any false/bogus/fake/forged document and/or previously involved in submitting any false/bogus/fake/forged document shall be disqualified.
2. SYSTEM BREAKING / DISQUALIFICATIONPOINTS IN TECHNICAL EVALUATIONCRITERIA:
   * 1. Duly attested photo copy of C.N.I.C of Executive / Authorized Representative.
     2. Copies of National Tax Number (NTN), General Sales Tax registration certificate and valid retail Drugs Sales License and Narcotic Sale licensee (Form9 and 11)
     3. Qualified Person’s CV, C.N.I.C Copy, along with educational credentials and copy of Pharmacy Category issued by Pharmacy Council of Pakistan.
   1. List of Staff along with their C.N.I.C and Educational Credentials.
   2. Salary details of all the staff along with bank transactions as a proof of salary.
   3. Retail outlet layout of the total covered area with Measurements.
   4. Copy of Retail Outlet’s Rent/Tenancy/Lease Agreement/Ownership deed duly attested.
   5. Last three years bank Statement of the firm duly attested by the respective bank manager.
   6. Utility bills of the firm.
   7. Computerized Sales data of drugs/medicine, medical devices and NDIs for the last three years.
   8. Computerized formulary list along with stock on hand report mentioning the total stock value.
   9. Temperature Maintenance Record of at least one year.
   10. Cooled chain facility maintaining the temperature at 2-8 °C.
   11. Record of Narcotics for the period as per Drug Sales Rules 1982 amended in 2017
   12. Non-Shareholder certificate, that no employee of MTI ATH Abbottabad is shareholder in my business

**Financial Evaluation and Scoring System for Bids**

### (Maximum Allocable Marks Score = 30 Marks)

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

Total Allocable marks for Technical Proposal = 70

Total Allocable marks for Financial Proposal= 30

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

**Scoring Methodology**:

Contract will be awarded to the highest evaluated responsive firms whose bids ranks highest in the Combined Evaluationscoring calculated through the Marks awarded to Technical Proposal and Financial Proposal as stated in the Bid Data Sheet of theseSBDs.

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

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

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

**Financial Evaluation Score:**

= [Quoted rebate ÷ Highest Quoted rebate] x Total allocable financial score

Solved Example of Financial Scoring:

If the Highest quoted rebate is 13% and the quoted rebate is also13%, then bidder will obtain score as below:

= [13÷ 13] x 30

= 30 Marks, being the highest evaluated bidders in terms of financial evaluation.

If the next higher quoted rebate is 11%, the marks obtained will be:

= [11÷ 13] x 30 = 25 Marks

If the next higher quoted rebate is 7%, the marks obtained will be:

= [7÷ 13] x 30 = 16 marks

…….And so on.

### Technical Evaluation for the Qualification of Local Purchase Bidder

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S/NO** | **Type of Parameter** | **Evaluation** | **Criteria** | **Marks** |
| 1 | QA | Valid Retail Sale License and availability of qualified person as mentioned in Drug Sales License.(Non-availability of any of these will lead to disqualification) | Category-A | 05 |
| 2 | PI | No. of staff employed shall be verified via Evidence of Salary Transfer/cheque issued in favor of employee of minimum 6 months for all the staff as mentioned in KP Payment of Wages Act, 2013. | 10 and Above | 05 |
| Below 10 but above 05 | 03 |
| Below 05 | 01 |
| 4 | QA & PI | Air conditioning system at all levels (to be functional at the time of inspection, maintaining room temperature at 25◦C.Verification will be done at the time of inspection. | Met | 05 |
| Not Met | 0 |
| 5 | QA | Availability of cooled chain facility marinating the temperature at 2-8° C as evaluated by the panel of MTI ATH expert/s at the time of inspection. | Met | 05 |
| Not Met | 0 |
| 7 | PI | Physical infrastructure and tidiness of the pharmacy verification in respect of Good storage Practices will be done at the time of inspection, as evaluated by the panel of MTI ATH expert/s at the time of inspection. | Excellent | 05 |
| Good | 03 |
| Satisfactory | 01 |
| 8 | FS | Tax Returns of the firm submitted in previous three (03) years | Valid evidence | 05 |
| No evidence | 0 |
| 9 | FS | Bank statement of the Business of last three (03) years in yearly breakup. (Last year Bank data Equivalent to half of the local purchase budget of MTI ATH per year) | Met | 05 |
| Not Met | 0 |
| 10 | PI | Covered Area as evaluated by the panel ofMTI ATH expert/s at the time of inspection. | 300 sqft and above | 05 |
| Below 300 Sq.feetand Above 200 sq.ft | 03 |
| Below 200 sq feet and Minimum 96 sq. ft | 01 |
| 11 | PI | Sales data of Last three years with yearlybreakdown (computerized data) | Average sale above thirty million per annum | 10 |
| Average sales below thirty million per annum | 05 |
| 12 | QA | Suitable sources for back up support for electricity as evaluated by the panel of MTI ATH expert/s at the time of inspection. | Met | 05 |
| Not Met | 0 |
| 13 | QA | Information System (IT Software) and computerized data of previous three years purchases and sales. To be provided in yearly breakup, as evaluated by the panel of MTI ATH expert/s at the time of inspection. | Met | 05 |
| Not Met | 0 |
| 14 | PI | Current value of on Hand stock report. Stock report should be furnished at the time of inspection. Report will be randomly verified by the panel of MTI ATH expert/s at the time of inspection. | Above 30 M PKR | 10 |
| Above 15 M and Below 30 M PKR | 05 |
| The amount of stock in hand 15 Million PKR | 2.5 |
| **Maximum Technical Score:** | | | | **70** |

PI= Performance IndicatorQA= Quality AssuranceFS= Financial Status

**(Note:** Minimum qualifying score in technical evaluation is 70% i.e. 49 marks. Total Financial Score is 30 and the Contract shall be awarded to the Best Evaluated Bidder/s; obtaining maximum accumulative marks in Technical and Financial proposals).

**SAMPLE**

**FORMS**

MANDATORY STANDARD FORMS (1 to 5)

BID FORM 1: BID COVER SHEET

BID FORM 2: LETTER OF INTENTION

BID FORM 3: AFFIDAVIT

BID FORM 4: PRICE SHEDULE FORMAT FOR FINANCIAL BID

(To be submitted in separate envelope)

BID FORM 5:INTEGRITY PACT

CONTRATCT AGREEMENT (Forinformationonly,shallbesignedbythesuccessful bidders only)

### Bid Form-1

**BID COVER SHEET**

Mandatory General Information of Applicant Firm

NOTE: Complete filling of this form along with the provision of all requisite information is mandatory.Missing or not providing any of the requisite information may lead to disqualification of the bidder/s fromthe bidding competition without any correspondence. Any appeal from bidder/s, for whatsoever reasons,shall not be entertained in such a case.

|  |  |  |
| --- | --- | --- |
| **S/No** | **Name of Bidder** |  |
| 1 | Please indicate whether the firm is:  Retailer having valid drug retail sales licensed on FORM 9 and 11 |  |
| 2 | Please provide names, attested copies of CNICs, tworecent attested photographs, valid street addresses in Pakistan, all working landline and mobile phone numbers of the following:   1. Owner/Proprietor of the Firm; and 2. Focal person officially made responsible andauthorized by the Firm for day to day officialcorrespondence/communication with the MTI ATH related in relation to thisbidding competition.   Note:Please provide clear, legible and visible attested photocopies of all the valid requisite items mentioned above) |  |
| 3 | Please provide the following valid informationregarding applicant Firm:   1. Complete street address of the Setup as mentioned in Drug SalesLicenses including Shop No. 2. Main depot if any; and 3. Valid & working official Landline Phone and FaxNumbers; and 4. Valid Mobile phone number/s of the FocalPerson registered which should be registeredhis/her CNIC No. and name; and 5. Valid and functional Email address; and |  |
| 4 | Please provide, in original, the bids security instrument amounting to as mentioned in Bid data sheet clauseITB 15.1.along with the Financial Proposal in the sealed envelope in the form of valid Call Deposit Receipt / Bank Draft / Pay Order from a scheduled Bank of Pakistan in the name of Hospital Director MTI,ATH Abbottabad  Important Note:Please also provide an attested photocopy of the same bids security document in the sealed envelope of technical Proposal. |  |
| 5 | Please provide attested copies of the following Tax related valid documents:   1. National Tax Number (NTN) of the Firm for Income Tax, and 2. Last 03 years Income Tax Return of the Firm; and 3. Sale Tax Registration Certificate of the Firm |  |
| 6 | Please provide attested copies of the following documents also:   1. Duly attested photo copy of C.N.I.C of Executive / Authorized Representative 2. Copies of National Tax Number (NTN), General Sales Tax registration certificate and valid retailDrugs Sales License and Narcotic Sale licensee (Form9 and 11) 3. Qualified Person CV, C.N.I.C along with educational credentials and copy of Pharmacy Categoryissued by Pharmacy Council of Pakistan. 4. List of Staff along with their C.N.I.C and Educational Credentials. 5. Salary details of all the staff along with bank transactions as a proof of salary. 6. Retail outlet layout of the total covered area with Measurements. 7. Copy of Retail Outlet’s Rent/Tenancy/Lease Agreement/Ownership deed duly attested. 8. Last three years bank Statement of the firm duly attested by the respective bank manager. 9. Utility bills of the firm. 10. Computerized Sales data of the last three years. 11. Computerized formulary list along with stock on hand report mentioning the total stock value. 12. Temperature Maintenance Record of at least one year. 13. Cold chain facility maintaining the temperature at 2-8 °C. |  |
| 7 | The bidding Firm should also provide an Affidavit to undertake on Judicial Stamp Paper of the value of at least Rs.100/- (Rs. One Hundred Only) to the effect that:   1. They have carefully read the whole set of Standard Bidding Documents for this bidding competition andthat they have fully understood and agree to the terms and conditions, evaluation criteria, mechanism ofevaluation & selection of bidders. 2. They fully understand and agree that the bidding competition for which they have applied to enter in, shallbe based on merit based scoring system for the evaluation of technical bids which has inverse relationshipwith the rates quoted by the bidders in their financial bids submitted; and that in this situation, the highest rebate financial bid/s may or may not win the bidding competition; and 3. They shall provide to the inspection team/s of expert/s authorized for the purpose by the HospitalDirector; an uninterrupted and free access to all relevant documents, sections of the facilities / unit,storage as well as any other area relevant, as deemed appropriate by such teamfor their purpose of visit/s. 4. In case any documents submitted in relation to this bidding competition or any undertaking given by theFirm, if found incorrect or false or misleading or diverting the decision making for the competition, shall beliable to be proceeded for blacklisting for any business with / by the MTI ATH Abbottabad and/or Government ofKhyber Pakhtunkhwa, Health Department, confiscation of bids security and / or any other lawful action as deemed appropriate by the MTI ATH, including that to be taken in concert with the Provincial Drug Controlor any other body / entity of the Federal Government; and 5. They have fully understood that the medical devices and items in the categories of cotton, bandages,adhesive tapes, etc. including other non-drug items may be evaluated by MTI ATH expert/s, if so require,to verify the quality of goods at its sole discretion; and that the Firm shall fully agree and abide by thedecision, whatsoever, of the expert/s regarding the selection or 6. They have fully understood that no such documents shall be entertained by the MTI ATH, which isissued after due date of Bid opening. 7. They have fully understood that for status of Bank transaction statement the closing date is bid/tenderadvertisement date. |  |
| 8 | I certify and affirm that I have attached /provided all the requisite mandatory documents / information includingBids Security with this Bid and that I fully understand that any document if not provided / missing shall result in the disqualification and declaring my bid as ineligible and thus non-responsive.  Signatures: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  CNIC No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

### Bid Form 2

**Letter of Intention**

Bid Ref No.

Date of the Opening of Bids

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

To: [Name and address of Procuring Agency]

Dear Sir/Madam,

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

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

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

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

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

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

Dated this day of ………….[insert: month], ………[insert: year]. Signed:

In the capacity of [insert: title or position]

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

### Bid Form-3

**AFFIDAVIT** (on Judicial Stamp Paper)

I/We, the undersigned […………………………………………….] Hereby solemnly declare and undertake that:

1. We have read the contents of the Bidding Document and have fully understood it.
2. The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
3. The Goods that we propose to supply under this contract are eligible goods within the meaning ofthis SBD.
4. The undersigned are also eligible Bidders within the meaning of the Standard Bidding Documents.
5. The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
6. The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
7. The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
8. That undersigned has not employed any child labor in the organization/unit.
9. We understand that the Selection and Rate Contracting Committee of the Procuring Agency is not bound to accept the lowest or any other bid they may receive.
10. That no employee of MTI ATH Abbottabad is shareholder in my business

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

Signatures with stamp

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CNIC No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Messrs. [Name of Supplier] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### Bid Form-4

Note: This form is to be submitted in a separate sealed envelopeto be kept within the mainsealed envelope

Price Schedule format for Financial Bid of MTI ATH for the year 2024-25

The Bidder shall provide maximum discount offer on the firm’s official letter head.

Bid Form-5

**INTEGRITY PACT** (on Judicial Stamp Paper)

Declaration of Fees, Commission and Brokerage Etc. Payable by Suppliers of Drugs/Medicines, SurgicalDisposables, Medical Devices& Non Drugs Items for MTI ATH 2024-25

In response to advertisement related to the bidding process / competition regarding purchase and supply of drugs, non-drugs and surgical disposable items for 2024-25 for MTI ATH

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ bearing CNIC No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and having the Designation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in Messrs (M/S)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of Supplier] do hereby solemnly affirm, declare and certify on behalf of M/S \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Name of Supplier] that:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Name of Supplier] has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from MTI ATH/Government of Khyber Pakhtunkhwa (KP) or any administrative subdivision or agency thereof or any other entity owned or controlled by MTI ATH/Govt. of KP through any corrupt business practice; and
2. That without limiting the generality of the foregoing, [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form MTI ATH /Govt. of KP, except that which has been expressly declared pursuant hereto; and
3. That\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of Supplier] has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with MTI ATH /Govt. of KPKand has not taken any action or will not take any action to circumvent the above declaration, representation or warranty; and
4. That \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to MTI ATH /Govt. of KPKunder any law, contract or other instrument, be voidable at the option of MTI ATH /Govt. of KPK and
5. That notwithstanding any rights and remedies exercised by MTI ATH /Govt. of KPK in this regard, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Name of Supplier] agrees to indemnify MTI ATH /Govt. of KPK for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to MTI ATH /Govt. of KPK in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from MTI ATH /Govt. of KPK.

Signatures with stamp

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CNIC No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Messrs. [Name of Supplier]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness No. 1 Witness No. 2

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

### Bid form-6

MTI ATH RATE CONTRACT AGREEMENT (for successful bidders)

FINAL

THIS CONTRACT AGREEMENT is made and agreed today dated / /2024 between the MTI ATH Abbottabad through Hospital Director *(hereinafter referred to as the Procuring Agency or the first party, which expression shall, where the context admits, be deemed to include the assignee/s of the provincial Government of Khyber Pakhtunkhwa)*; and the M/s Super Decent through

Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CNIC No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, *(hereinafter referred to as the Local Purchase Contractor/Supplier or the second party or he/his, which expression, unless repugnant to the context, means and includes their legal heir/s, successors-in-interest, assignee/s and legal representative/s)* that:

WHEREAS the Procuring Agency has made a bidding competition for selection and rate contracting of Local Purchase (L.P Regular, SSP, PBM, Zakat and Lissail-e-Wal-Mehroom, etc.) for medicine *(hereinafter referred to as goods)* for actual purchases of the selected and rate contracted goods to be made by the MTI ATH *(hereinafter called the Procuring Agency or Procuring Agency where the context so admits);* and

WHEREAS the Supplier declares that he is a valid retailer/wholesaler under the Drugs Act 1976 and rules framed thereunder; and

WHEREAS both the parties have agreed that the Procuring Agency shall purchase all or some or none of the goods from the Supplier at the sole discretion of the individual Procuring Agency; and that

1. The Khyber-Pakhtunkhwa Public Procurement Agency (KPPRA) rules 2014 and MTI ATH Manual of blacklisting shall be the part of this contract agreement.
2. The Supplier agrees to take full responsibility for the validity and implications, that may arise in the future, of declaration as submitted by him through an affidavit on judicial stamp paper along with the SBDs in his submitted bid; and also that in case of any kind of breach of the said declaration, the Supplier shall be liable to be proceeded against by the Procuring Agency as per the clauses of this contract agreement as well as relevant laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern the situation/s.
3. The Supplier shall supply the ordered goods to the concerned Procuring Agency at the Pharmacy Services Department (PSD) MTI ATH Abbottabad. And the facility of the supplier must be available round the clock (24/7/365) including calendar gazette holidays.
4. The supplier must supply the general demand GLP within 24 while the supplies for SSP patients shall be completed within 2 hours’ time.
5. In case the selected bidder is having premises beyond 03 Km meters, they will have to occupy/establish the facility within a 01 Km radius of the MTI ATH Abbottabad for facilitation.
6. The Supplier shall be solely responsible for the safe and appropriate method and mode of transportation, loading, and/or unloading at the time of delivery to the destination address indicated by the Procuring Agency.
7. The Supplier shall also ensure the advanced mode of communication and latest technology (Internet, Phone or whatever the case may be, etc.) for placing orders.
8. The Supplier shall be solely responsible for any damage or untoward incidence, maintenance of required temperature and protection from light and other environmental conditions as well as other hazards that may or potentially affect the safety, quality, and efficacy of the supplied goods till the time of delivery and the consequences arising therefrom till the utilization of the same, if any.
9. The Supplier shall not claim or charge any transportation, loading/unloading, labor, or any other charges, whatsoever, related to or in the name of logistics, accidents, insurance, freight, toll tax, etc.
10. The Supplier shall supply all the goods in full conformity to the specifications as required by Pharmacy Services Department MTI ATH Abbottabad.
11. Supplier shall supply to the Procuring Agency, the goods having maximum possible long expiry dates and/or acceptable to the Pharmacy Services Department MTI ATH Abbottabad.
12. In case of taking any action contravening to any provision/s of the applicable law/s and rules, the Supplier shall render himself liable to such lawful action/s as deemed appropriate and taken against him under any or all the applicable act/s, law/s, rule/s of the Government of Khyber Pakhtunkhwa, terms and conditions of the SBDs and the clauses of this contract agreement.
13. The Procuring Agency shall recommend legal/lawful action against the Supplier regarding non-supply, short supply, substituted supply, delayed supply, or any other unlawful action/shortcoming, without prior approval/information from Pharmacy Services Department, on the part of Supplier, about the Drugs Act 1976 and/or the execution of this contract agreement. The designated person from the Pharmacy Services Department shall report about the non-supply, short supply, substituted supply, delayed supply, or any other unlawful action/shortcoming.
14. The Procuring Agency or its representative shall have the right to inspect the facility, premises, warehouse/s, godown/s, etc. at any time during the financial year 2024-25 and/or till the execution given under this contract agreement by the Procuring Agency. If anything found in contravention of the Good Storage Practices (GSPs), clauses of the Drugs Act 1976, DRAP Act 2012 & rules framed thereunder, Drug Sales Rules 1982 as amended in 2017 or any act or rule where deemed necessary and/or this Contract Agreement the Procuring Agency shall have the sole right and authority to take any lawful action as deemed appropriate, against the Supplier.
15. The Supplier agrees that the contract shall remain valid till and up to 30th June 2025.The contract may be extended till the finalization of the next tender if not finalized before 30/06/2025 due to unavoidable circumstances.
16. Notwithstanding any rights, duties and/or remedial measures and/or managerial actions taken and/or to be taken and/or any powers exercised and/or to be exercised by the Procuring Agency concerning the execution of this contract agreement, the Supplier agrees to indemnify all of them for any loss or damage incurred or inflicted upon by them in individual or official capacity upon the Supplier whether through any of their actions and/or practices and/or otherwise.
17. The supplier agrees to execute the contract strictly as per the terms & conditions laid down in the contract, in case of failure or non-compliance, the security deposit shall be forfeited, and/or the contractor should be blacklisted, or both or as the case may be.
18. The Procuring Agency as the case may be, and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract/supplies. However, despite such negotiation if the Procuring Agency & Supplier have been unable to resolve amicably a contract dispute, either party may refer the case to Hospital Director, MTI ATH Abbottabad for decision through Institutional Management Committee (IMC) with the recommendation to Hospital Director for further approval.
19. The Supplier agrees to supply the required brands of all drugs acceptable by the Pharmacy Services Department as per the approved LP Brand formulary, with special emphasis on the lowest-priced and highly effective available brands. In case of non-availability of the economical and cost-effective brands, as per the approved LP brand formulary, the supplier shall provide the Non-availability (N/A) certificate of the same from the authorized distributor of the firm and will proceed to the 2nd lowest priced brand and in case of non-availability of the second lowest priced brand shall proceed to the 3rd one and so on however in either case shall not provide brand of his own choice other than the formulary brand.
20. In case of non-availability of all formulary brands of Medicines, Surgical Disposables, Medical Devices, and Non-Drug Items in the local market, the Contractor shall immediately communicate it in writing with a solid reason to the concerned officer/pharmacist for an alternate remedy in the interest of patient care and treatment. The concerned pharmacist shall verify the Non availability certificate/s from the open market of Abbottabad from the concerned distributor/ three reputed Retail Pharmacies. In case of confirmation of the non-availability of the required brands in the market by the pharmacist , the brands acceptable to the pharmacy services department shall be received by the concerned pharmacist/Pharmacy Technician and the record of the non-availability shall be attached to the invoice bill .*In case of the fake non availability certificate provided by the contractor , the contractor shall be liable to the penalty as suggested by the pharmacy services department and repetition of the same practice for three times shall be dealt as per ATH Manual of Blacklisting.*
21. The supplier further agrees that they offer a maximum discount rate of \_\_\_\_\_\_\_\_\_\_\_\_\_% for medicines and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_% on surgical disposable and non-drug items respectively. If during the billing process, any excess amount is charged by the Supplier, the same shall be deducted from the pending bills or deposited security of the supplier.
22. The supplier agrees that All the LP orders shall be directly supplied to the Pharmacy Services Department through a nominated and authorized person of the staff from the Pharmacy Services Department and the contractor. NO supply shall be given to any private, unauthorized, or chit bearer at any cost. All the LP orders must be sanctioned/approved by the Hospital Director or any other designated person nominated by his office. Furthermore;
    1. The supplier will depute his staff to collect local purchase orders for Inpatients from the Pharmacy Services Department MTI ATH round the clock and must deliver these ordered medicines complete in all respects on the same day. Failure to completely provide the sanctioned LP and/or partial supplies shall lead to the imposition of penalty at the rate of 5% of the total amount of the sanctioned LP.
    2. The contractor must note down the Batch No., Expiry date, the quantity provided, and MRP on the warranty invoice for the requested items.
    3. The Contractor must submit the computerized bills on a **WEEKLY** basis for payment along with the original warranty/invoice as per sections 23(1) (a-k) of the Drugs Act 1976. The supplier shall also provide the company invoices, and/or Product/packaging for verification of MRP Values. Overcharging if any, found at any stage shall be a liability for compensation to the Hospital even if the contract is expired or if the bills are under processing.
    4. The supplier shall be bound to supply the original warranty/invoice track record of the supplied items, failing to which shall be dealt as per the Drugs Act 1976. In case of discrepancy/contravention to any section/s of the Drugs Act 1976, the Supplier shall be solely responsible to lawful action/s for such discrepancy/contravention.
23. The Supplier shall not approach for the clearance of bills until the final claim amount exceeds 70Million Rupees in case of non-payment of the bill on any reason the contractor shall continue the delivery of goods and shall not stop the supply on the pre text for reasons of non-payment of Bills however smooth cycle of supply and paying back to the contractor shall be secured through the full proof mechanism which shall not to root to any ugly situation in any shape to safeguard the interest of the institution.
24. The supplier shall be bound to ensure the availability and provision of Emergency and Lifesaving Medicines, surgical disposables, and non-drug items 24/7/365 as and when demanded by the Purchasing agency.
25. The MTI ATH shall be bound to deduct a discount at the rate of \_\_\_\_\_-% for medicines and \_\_\_\_% on the surgical disposable and non-drug items respectively on MRP for drugsand current market rates for the surgical disposables and non-drug items. The suppliers agree that to pay all the duties and/or taxes required to be paid in compliance with relevant laws in a prescribed manner.
26. In case of non-supply of the demanded items, the MTI ATH shall have the right to make an alternative arrangement at the risk and cost of the Contractor which shall be,

a). arrangement of required items by the Hospital and payment for it by the Contractor.

b). Claim or deduction from the bill equal to the amount paid over and above the approved rate to make the losses compensated.

c). In case of substitute Medicines, Surgical Disposables, Medical Devices, and Non-Drug Items supply or any default by the Contractor, the MTI ATH upon a report by the Doctor and the Pharmacist shall impose a penalty which may extend to the forfeiture of the Bid security.

1. In case of breach of the contract agreement on the part of the supplier, the Earnest money shall be confiscated partially or totally in the favor of the Procuring agency.
2. Both the parties agree that the Hospital Director in the capacity of being the overall head of the MTI ATH and or the Head of Pharmacy Services Department, has the authority to regulate if deemed appropriate, under the provisions for the best institutional interests, through imposing restrictions and/or classifying and/or grouping any demanded item/s for stopping, increasing or decreasing the purchase of such item/s by the Procuring Agency to rationalize and/or control the use and/or misuse of such item/s.

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Signature**  **Hospital Director MTI ATH**  **For and on behalf of MTI ATH Abbottabad,** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Signature:  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  CNIC No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Stamp:  **For and on behalf of successful Bidder** |
| **WITNESS NO. 1**  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Father’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  CNIC No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **WITNESS NO. 2**  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Father’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  CNIC No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| Dr. Sona Khan  Head of Pharmacy Deptt:  Member | Wasir khan  Procurement officer AMC  Member | Murtaza khan  Incharge procurement ATH  Member |
| Asso: Prof. Dr. Tariq Abbasi  **Chairman** |  | **Hospital Director**  **ATH, Abbottabad** |