

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

**Standard Bidding Documents (SBDs)**

**ForNationalCompetitiveBidding Pakistan**

**For**

**SELECTION AND RATE CONTRACTING OF VENDORS FOR PAKISTAN BAIT-AL-MAL SPECIALIZED ITEMS FOR FINANCIAL YEAR 2024-25**

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

**OCTOBER2024**

**PARTONE**

* InstructionstoBidders(ITB)
* GeneralConditionsofContract(GCC)

# Part One - Section I. InstructionstoBidders

## NotesontheInstructionstoBidders

This section of the bidding documents provides the information necessary for the bidders to prepare responsivebids, in accordance with the requirements of the Medical Teaching Institution Ayub Teaching Hospital (MTI ATH) Abbottabad. It also provides information on bid submission,opening,andevaluation,andontheawardofcontract.

Part One Section I contains provisions that are to be used unchanged. Part Two Section II (Bid Data Sheet) consistsofprovisionsthatsupplement,amend,orspecifyindetailinformationorrequirementsincludedin PartOneSectionIandwhicharespecifictoeachprocurement.

MattersgoverningtheperformanceoftheSupplier,paymentsunderthecontract,ormattersaffectingthe risks,rights, and obligationsof theparties under the contract are notnormally included in this section,but rather under Part One Section II, General Conditions of Contract, and/or Part Two Section III, SpecialConditions of Contract. If duplication ofa subject is inevitable in the other sectionsof thedocumentprepared bytheProcuringagency,caremustbeexercisedtoavoidcontradictionsbetweenclausesdealingwiththe same matter.

TheseInstructionstoBidderswillnotbepartofthecontract.

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# InstructionstoBidders

## A.Introduction

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| 1. Source of Funds | 1.1 | The Procuring agency has received/applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currenciestowardsthecostoftheproject/schemesspecifiedinthebiddingdata anditisintendedthatpartoftheproceedsofthisloan/grant/funds/willbeapplied toeligiblepaymentsunderthecontractforwhichthesebiddingdocumentsareissued. |
|  | 1.2 | Thefundsreferredtoaboveinadditionshallbe“PublicFund”whichaccordingto 2 (l) of KPPRA Rules 2014 means (i) Provincial Consolidated Fund; (ii) Foreign assistance; (iii) all moneys standing in the Public Account; and (iv) Funds of enterpriseswhollyorpartlyownedormanagedorcontrolledbyGovernment. |
|  | 1.3 | Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Khyber Pakhtunkhwa., and in case of a project willbesubjectinallrespect tothetermsandconditionsoftheagreement.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 PakhtunkhwaGovernment,isprohibitedbyadecisionoftheUnitedNations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreementor have any claim to theallocated fundproceeds. |
| 2.Eligible Bidders | 2.1 | ThisInvitationforBidsisopentoallsuppliersfromeligiblesourcesasdefinedin theKPPRARules,2014anditsBiddingDocumentsexceptasprovidedhereinafter. |
|  | 2.2 | Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be usedfortheprocurementofthegoodsto 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 nota dependentagency of theGovernmentof 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 organizationinaccordance with the Section 44(1)KPPRA Rules, 2014. |
| 3. Eligible Goods and Services | 3.1 | Allgoodsand related services tobesuppliedunderthecontractshallhavetheir 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 limitedtosuchgoodsandservices. |
|  | 3.2 | For purposes of this clause, “origin” means the place where the goods are mined, grown,orproduced,ortheplacefromwhichtherelatedservicesaresupplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantiallydifferentinbasiccharacteristicsorinpurposeorutilityfromitscomponents. |
|  | 3.3 | TheoriginofgoodsandservicesisdistinctfromthenationalityoftheBidder. |
| 4.Costof Bidding | 4.1 | TheBiddershallbearallcostsassociatedwiththepreparationandsubmissionof itsbid,andtheProcuringagencynamedintheBidDataSheet,hereinafterreferred toas“theProcuringagency,”willinnocaseberesponsibleorliableforthosecosts,regardlessoftheconductoroutcomeofthebiddingprocess. |
| B. The Bidding Documents | | |
| 5. Content of Bidding Documents | 5.1 | Thebiddingdocumentsinclude:   1. InstructionstoBidders(ITB) 2. BidDataSheet 3. GeneralConditionsofContract(GCC) 4. SpecialConditionsofContract(SCC) 5. ScheduleofRequirements 6. TechnicalSpecifications 7. BidFormandPriceSchedules 8. BidSecurityForm 9. ContractForm 10. PerformanceSecurityForm 11. Manufacturer’sAuthorizationForm |
|  | 5.2 | TheBidderis expectedtoexamineallinstructions,forms,terms,andspecifications in the bidding documents. Failure to furnish all information required by the bidding documents orto submita bidnotsubstantially responsiveto thebiddingdocuments ineveryrespectwillbeattheBidder’sriskandmayresultintherejectionofitsbid. |
| 6. Clarification of Bidding Documents | 6.1 | AninterestedBidderrequiringanyclarificationofthebiddingdocumentsmay notifytheProcuringagencyinwriting.TheBiddingProcuringagencywillrespond in writing to any request forDocument’s clarification of the bidding documentswhich it receives no later than three (03) working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency’sresponse(includinganexplanationofthequerybutwithoutidentifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents. |
| 7.AmendmentofBidding Documents | 7.1 | Atanytimepriortothedeadlineforsubmissionofbids,theProcuring agency, for anyreason,whetheratitsowninitiativeorinresponsetoaclarificationrequested byaninterestedBidder,maymodifythebiddingdocumentsbyamendment. |
|  | 7.2 | Allinterestedbiddersthathavereceivedthebiddingdocumentswillbenotifiedof the amendment in writing and will be bindingon them. |
|  | 7.3 | In order to allow interested bidders reasonable time in which to take the amendmentintoaccountinpreparingtheirbids,theProcuringagency,atitsdiscretion,mayextendthedeadlineforthesubmissionofbids. |
| C.PreparationofBids | | |
| 8.LanguageofBid | 8.1 | ThebidpreparedbytheBidder,aswellasallcorrespondenceanddocuments relatingtothe bidexchanged bythe Bidderandthe Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specifiedintheBidDataSheet,inwhichcase,forpurposesofinterpretationoftheBid,thetranslationshallgovern. |
| 9. Documents ComprisingtheBid | 9.1 | ThebidpreparedbytheBiddershallcomprisethefollowingcomponents:   1. ABidForm anda PriceSchedulecompleted inaccordance 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. DocumentaryevidenceestablishedinaccordancewithITBClause14thatthegoodsandancillaryservicestobesuppliedbytheBidderareeligiblegoods andservicesandconformtothebidding documents;andBidsecurityfurnished inaccordancewithITBClause15. |
| 10.BidForm | 10.1 | TheBiddershallcompletetheBidFormandtheappropriatePriceSchedule furnished in the bidding documents, indicating the goods to be supplied, a brief descriptionofthegoods,andtheircountryoforigin,quantity,andprices. |
| 11.BidPrices | 11.1 | TheBiddershallindicateontheappropriatePriceSchedule,theunitprices(where applicable)andtotalbidpriceofthegoodsitproposestosupplyunderthecontract. |
|  | 11.2 | PricesindicatedonthePriceScheduleshallbeDeliveredDutyPaid(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 comparisonof bids by the ProcuringagencyandwillnotinanywaylimittheProcuringagency’srighttocontract onany oftheterms 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 theperformanceof the contract, a bid submittedwithafixedpricequotationwillnotberejected,butthepriceadjustmentwouldbetreatedaszero. |
| 12.BidCurrencies | 12.1 | PricesshallbequotedinPakistaniRupees(PKR) unless otherwisespecifiedintheBidData Sheet. |
| 13. Documents Establishing Bidder’sEligibility and Qualification | 13.1 | PursuanttoITBClause9,theBiddershallfurnish,aspartofitsbid,documentsestablishingtheBidder’seligibilitytobidanditsqualificationstoperformthe contract if its bid is accepted. |
|  | 13.2 | ThedocumentaryevidenceoftheBidder’seligibilitytobidshallestablishtotheProcuringagency’ssatisfactionthattheBidder,atthetimeof submissionof its bid, is from an eligible country as defined under ITBClause3. |
|  | 13.3 | Thedocumentaryevidenceof theBidder’squalificationstoperformthecontractif itsbidisacceptedshallestablishtotheProcuringagency’ssatisfaction:   1. that, in thecaseof aBidderoffering to supplygoodsunder thecontractwhich the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods’ Manufacturer or producer to supply the goods in the Procuring agency’s country. 2. that the Bidder has the financial, technical, and production capability necessaryto perform the contract. 3. that, in the case of a Bidder not doing business within the Procuring agency’s country, the Bidder is or will be (if awardedthecontract)representedbyan Agentinthatcountry equipped,andabletocarryouttheSupplier’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions ofContract and/or TechnicalSpecifications;and 4. thattheBiddermeetsthequalificationcriterialistedintheBidDataSheet. |
| 14. Documents Establishing Goods’ EligibilityConformity to Bidding Documents | 14.1 | PursuanttoITBClause9,theBiddershallfurnish,aspartofitsbid,documents establishingtheeligibilityandconformitytothebiddingdocumentsofallgoodsandserviceswhichtheBidderproposestosupplyunderthecontract. |
| 14.2 | Thedocumentaryevidenceoftheeligibilityofthegoodsandservicesshallconsist ofastatementinthe Price Schedule ofthe country of origin of the goods and services offeredwhichshallbeconfirmedbyacertificateoforiginissuedatthetimeofshipment. |
|  | 14.3 | The documentary evidence of conformity of the goods and services to the bidding documentsmaybeintheformofliterature,drawings,anddata,andshallconsist of:   1. a detailed description of the essential technical and performancecharacteristicsof the goods; 2. a list giving full particulars, including available sources and current prices ofspare parts, special tools, etc., necessary for the proper and continuingfunctioning of the goods for a period to be specified in the Bid Data Sheet, following commencement ofthe use of thegoodsby theProcuring agency;and 3. anitem-by-itemcommentaryontheprocuringagency’sTechnical Specifications demonstrating substantial responsiveness of the goods andservicestothosespecifications,orastatementofdeviation,andexceptionsto theprovisionsoftheTechnicalSpecifications. |
|  | 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, andequipment,aswellasreferencestobrandnamesorcataloguenumbersdesignated bytheProcuringagencyinitsTechnicalSpecifications,areintendedtobe descriptiveonlyandnotrestrictive.TheBiddermaysubstitutealternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstratestotheProcuringagency’ssatisfactionthatthesubstitutionsensuresubstantialequivalencetothosedesignatedintheTechnicalSpecifications. |
| 15.BidSecurity | 15.1 | PursuanttoITBClause9,theBiddershallfurnish,aspartofitsbid,abidsecurity in the amount specified in the Bid Data Sheet. |
|  | 15.2 | ThebidsecurityisrequiredtoprotecttheProcuringagencyagainsttheriskof Bidder’sconductwhichwouldwarrantthesecurity’sforfeiture,pursuanttoITBClause15.7. |
|  | 15.3 | The bid security shall be in Pakistani Rupees and shall be inone of the following forms:   1. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency’s country, in the form provided in the bidding documentsoranotherformacceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid;or 2. Irrevocableencashableon-demandBankcall-deposit. |
|  | 15.4 | AnybidnotsecuredinaccordancewithITBClauses15.1and15.3willberejectedbytheProcuringagencyasnon-responsive,pursuanttoITBClause24. |
|  | 15.5 | Unsuccessfulbidders’bidsecuritywillbedischargedorreturnedaspromptlyas possiblebutnotlaterthanthirty(30)daysaftertheexpirationoftheperiodofbidvalidityprescribedbytheProcuringagencypursuanttoITBClause16. |
|  | 15.6 | The successful Bidder’s bid security will be discharged upon the Bidder signing the contract,pursuanttoITBClause32,andfurnishingtheperformancesecurity,pursuanttoITBClause33. |
|  | 15.7 | Thebidsecuritymaybeforfeited:   1. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or 2. inthecaseofasuccessfulBidder,iftheBidderfails:    1. tosignthecontractinaccordancewithITBClause32;or    2. tofurnishperformancesecurityinaccordancewithITBClause33. |
| 16. Period of Validity of Bids | 16.1 | BidsshallremainvalidfortheperiodspecifiedintheBidDataSheetafterthedate ofbidopeningprescribedbytheProcuringagency,pursuanttoITBClause19.AbidvalidforashorterperiodshallberejectedbytheProcuringagencyasnon- responsive. |
|  | 16.2 | Inexceptionalcircumstances,theProcuringagencymaysolicittheBidder’sconsent toanextensionoftheperiodofvalidity.Therequestandtheresponsestheretoshall 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 intheBidDataSheet,clearlymarkingeach“ORIGINALBID”and“COPYOFBID,” asappropriate.Intheeventofanydiscrepancybetweenthem,theoriginalshallgovern. |
|  | 17.2 | Theoriginalandthecopyorcopiesofthebidshallbetypedorwritteninindelible inkandshallbesignedbytheBidderorapersonorpersonsdulyauthorizedtobindtheBiddertothecontract.Allpagesofthebid,exceptforun-amendedprintedliterature, shall be initialed by the personorpersonssigningthebid. |
|  | 17.3 | Anyinterlineations,erasures,oroverwritingshallbevalidonlyiftheyareinitialed by the person or persons signing the bid. |
|  | 17.4 | The Bidder shall furnish information as described in the Form of Bid on commissionsor 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.SubmissionofBids | | |
| 18. Sealing and Marking of Bids | 18.1 | TheBiddershallsealtheoriginalandeachcopyofthebidinseparateenvelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall thenbe sealed in an outer envelope. |
|  | 18.2 | Theinnerandouterenvelopesshall:  a. be addressed tothe Procuring agency atthe address giveninthe Bid Data Sheet; and bearthe Project name indicated inthe Bid Data Sheet,the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOTOPENBEFORE,”tobecompletedwiththetimeandthedatespecifiedintheBidDataSheet,pursuanttoITBClause2.2. |
|  | 18.3 | The inner envelopes shall also indicate the name and address ofthe Bidder to enablethebidtobereturnedunopenedincaseitisdeclared“late”. |
|  | 18.4 | If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid’s misplacement or premature opening. |
| 19. Deadline for Submission of Bids | 19.1 | BidsmustbereceivedbytheProcuringagencyattheaddressspecifiedunderITB Clause18.2nolaterthanthetimeanddatespecifiedintheBiddatasheet. |
|  | 19.2 | TheProcuringagencymay,atitsdiscretion,extendthisdeadlineforthesubmission ofbidsbyamendingthebiddingdocuments inaccordancewithITBClause7, in whichcaseallrightsandobligationsoftheProcuringagencyandbidderspreviouslysubjecttothedeadlinewillthereafterbesubjecttothedeadlineasextended. |
| 20.LateBids | 20.1 | Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder. |
| 21. Modification and Withdrawal of Bids | 21.1 | The Bidder may modify or withdraw its bid after the bid’s submission, provided that writtennoticeofthemodification,includingsubstitutionorwithdrawalofthebids, isreceivedbytheProcuringagencypriortothedeadlineprescribedforsubmissionofbids. |
|  | 21.2 | TheBidder’smodificationorwithdrawalnoticeshallbeprepared,sealed,marked, and dispatched in accordance with the provisions of ITB Clause 18 by a signed confirmationcopy,postmarkednolater than thedeadlineforsubmissionofbids. |
|  | 21.3 | Nobidmaybemodifiedafterthedeadlineforsubmissionofbids. |
|  | 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 BidForm.WithdrawalofabidduringthisintervalmayresultintheBidder’sforfeiture of its bid security,pursuant to the ITBClause 15.7. |
| E.OpeningandEvaluationofBids | | | |
| 22. Opening of Bids by the Procuring Agency | 22.1 | The Procuring agency will open all bids in the presence of bidders’representativeswhochoosetoattend,atthetime,onthedate,andattheplacespecified in the Bid Data Sheet. The bidders’ representatives who are presentshall sign a register evidencing their attendance. | |
|  | 22.2 | The bidders’ names, bid modifications or withdrawals, bid prices, discounts,and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will beannouncedattheopening.Nobidshallberejectedatbid opening, exceptforlate bids, which shall be returned unopened to the Bidder pursuant to ITBClause 20. | |
|  | 22.3 | Bids (and modifications sentpursuant to ITB Clause21.2) that are notopened and read out at bid opening shall not be considered further for evaluation,irrespectiveofthecircumstances.Withdrawnbidswillbereturnedunopenedtothebidders. | |
|  | 22.4 | TheProcuringagencywillprepareminutesofthebidopening. | |
| 23.ClarificationofBids | 23.1 | During evaluation of the bids, the Procuring agency may, at its discretion, asktheBidderforaclarificationofitsbid.TheBidsrequestforclarificationand theresponseshallbeinwriting,andnochangeinthepricesorsubstanceofthebidshallbesought,offered,orpermitted. | |
| 24. Preliminary Examination | 24.1 | The Procuring agency will examine the bids to determine whether they arecomplete, whether any computational errors have been made, whetherrequired sureties havebeen furnished, whether the documents have beenproperlysigned,andwhether thebidsaregenerallyinorder. | |
|  | 24.2 | Arithmetical errors will be rectified on the following basis. If there is adiscrepancy between the unit price and the total price that is obtained by multiplyingtheunitpriceandquantity,theunitpriceshallprevail,andthe total price shall be corrected. If the Supplier does not accept the correction oftheerrors,itsbidwillberejected,anditsbidsecuritymaybeforfeited.If thereisadiscrepancybetweenwordsandfigures,theamountinwordswillprevail. | |
|  | 24.3 | TheProcuringagencymaywaiveanyminorinformality,nonconformity,orirregularity in a bid which does not constitute a material deviation, providedsuch waiver does not prejudice or affect therelativerankingofanyBidder. | |
|  | 24.4 | Priortothedetailedevaluation,pursuanttoITBClause25theProcuring agencywilldeterminethesubstantialresponsivenessofeachbidtothe biddingdocuments.ForpurposesoftheseClauses,asubstantiallyresponsive bid is one which conforms to all the terms and conditions of the biddingdocuments without material deviations. Deviations from, or objections orreservations to critical provisions,suchasthose concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCCClause 32), will be deemed to be a material deviation. The Procuring agency’sdeterminationofabid’sresponsivenessistobebasedonthecontentsofthebiditselfwithoutrecoursetoextrinsicevidence. | |
|  | 24.5 | If a bid is not substantially responsive, it will be rejected by the Procuringagency and may not subsequently be made responsive by the Bidder bycorrection of the nonconformity. | |
| 25. Evaluation and Comparison of Bids | 25.1 | The Procuring agency will evaluate and compare the bids which have beendeterminedtobesubstantiallyresponsive,pursuanttoITBClause24. | |
|  | 25.2 | TheProcuring agency’sevaluation ofabidwillbeon delivereddutypaid (DDP) price inclusive of prevailing duties and will exclude any allowance forpriceadjustmentduringtheperiodofexecutionofthecontract,ifprovidedinthebid. | |
|  | 25.3 | TheProcuringagency’sevaluationofabidwilltakeintoaccount,inadditionto the bid price quoted in accordance with ITB Clause 11.2, oneor moreof the followingfactorsasspecifiedintheBidDataSheet,andquantifiedinITB | |
|  | 25.4 | 1. incidentalcosts 2. deliveryscheduleofferedinthebid; 3. deviations in payment schedule from that specified in the SpecialConditions of Contract. 4. thecostofcomponents,mandatoryspareparts,andservice; 5. the availability Procuring agency of spare parts and after-salesservices for the equipment offered in thebid;   the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipmentoffered; and/or  g.other specific criteria indicated in the Bid Data Sheetand/orIn the Technical Specifications. | | |
|  | 25.4 | ForfactorsretainedintheBidDataSheetpursuanttoITB25.3,oneormore 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 Procuring agencyto thedelivereddutypaid(DDP)price atthefinaldestination. 2. Deliveryschedule.    1. The Procuring agency requires that the goods under the Invitation forBidsshallbedeliveredatthetimespecifiedintheSchedule of Requirements which will be treated as the base, a delivery “adjustment” will be calculated for bids by applying a percentage, specifiedintheBidDataSheet,oftheDDPpriceforeachweek ofdelay beyond thebase, and thiswillbeadded tothebidprice for evaluation.No creditshall begiven to earlydelivery.   or   * 1. The goods covered under this invitation are required to bedelivered(shipped)withinanacceptablerangeofweeks specified in the Schedule of Requirement. No credit will be givento earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, asspecified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliverieslater than the earliest delivery period specified in the Schedule of Requirements.   or   * 1. The goods covered under this invitation are required to bedelivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specifieddeliverieswillbeadjustedintheevaluationbyadding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week ofvariation from the specified delivery schedule.  1. Deviationinpaymentschedule:    1. Bidders shall state their bid price for the payment scheduleoutlined in the SCC. Bids will be evaluated on thebasis of thisbase price. Bidders are, however, permitted to state an alternative paymentscheduleandindicatethereductioninbidpricethey wishtoofferforsuchalternativepaymentschedule.The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.   or   * 1. TheSCCstipulatesthepaymentscheduleofferedbytheProcuring agency. If a bid deviates from theschedule andif such   deviationisconsideredacceptabletotheProcuringagency,thebid will be evaluated by calculating interest earned for any earlier payments involved in theterms outlined in the bid as compared with those stipulated in this invitation,attherateperannumspecifiedintheBidDataSheet.   1. Costofspareparts.    1. 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 totalcost of these items, at the unitprices quoted in each bid, will be added to the bid price.   or   * 1. The Procuring agency will draw up a list of high- usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bidprice.   or   * 1. The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the BidDataSheet,basedon information furnishedbyeachBidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.  1. Spare parts and after sales service facilities in the Procuring agency’scountry.   The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet orelsewhereinthebiddingdocuments,ifquotedseparately,shallbeadded to the bid price.   1. Operatingandmaintenancecosts.   Since the operating and maintenance costs of the goods under procurement formamajorpartofthelifecyclecostoftheequipment,thesecostswill be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.   1. Performanceandproductivityoftheequipment.   Bidders shall state the guaranteed performance or | | |

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|  |  | * 1. efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustmentfor 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 theTechnicalSpecifications. or   2. Goodsofferedshallhaveaminimumproductivityspecified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost perunitoftheactualproductivityofgoodsofferedinthebid,and adjustmentwill be added to the bid price using the methodologyspecified in the Bid Data Sheet or in theTechnicalSpecifications.  1. SpecificadditionalcriteriaindicatedintheBidDataSheetand/orinthe Technical Specifications.   TherelevantevaluationmethodshallbedetailedintheBidDataSheet and/or in the Technical Specifications | |
| Alternative | 25.4 | 25.4MeritPointSystem: | |
|  |  | Thefollowingmeritpointsystemforweighingevaluation factorscanbe appliedifnoneoftheevaluationmethodslistedin25.4abovehasbeen retainedintheBidDataSheet.ThenumberofpointsallocatedtoeachfactorshallbespecifiedintheBidDataSheet. | |
|  |  | [IntheBidDataSheet,choosefromtherangeof] | |
|  |  | Evaluatedpriceofthegoods | 60to90 |
|  |  | Costofcommonlistspareparts | 0to20 |
|  |  | Technicalfeatures,andmaintenanceandoperatingcosts | 0to20 |
|  |  | Availabilityofserviceandspareparts | 0to20 |
|  |  | Standardization | 0to20 |
|  |  | Total | 100 |
|  |  | Thebid scoring thehighest number of points will bedeemed to bethe lowest evaluated bid. | |
| 26. Contacting the ProcuringAgency | 26.1 | Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of thebid opening to the time the contractisawarded.IftheBidderwishestobringadditionalinformationtothenoticeoftheProcuringagency,itshoulddosoinwriting. | |
|  | 26.2 | Anyeffortby aBiddertoinfluencetheProcuringagencyinitsdecisionsonbidevaluation,bidcomparison,orcontractawardmayresultintherejectionof the Bidder’s bid. | |
| F.AwardofContract | | | |
| 27.Post-qualification | 27.1 | In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluatedresponsivebidisqualifiedtoperformthecontractsatisfactorily,inaccordancewiththecriterialistedinITBClause13.3. | |
|  | 27.2 | The determination will take into account the Bidder’s financial, technical, and production capabilities. It will be based upon an examination of thedocumentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuanttoITBClause13.3,aswellassuchotherinformationastheProcuringagencydeemsnecessaryandappropriate. | |
|  | 27.3 | Anaffirmativedeterminationwillbeaprerequisiteforawardofthecontract to the Bidder. A negative determination will result in rejection of the Bidder’s bid, in which event the Procuring agency will proceed to thenextlowest evaluatedbidtomakeasimilardeterminationofthatBidder’scapabilitiestoperformsatisfactorily. | |
| 28.AwardCriteria | 28.1 | Subject to ITB Clause 30, the Procuring agency will award the contract to the successfulBidderwhosebidhasbeendeterminedtobesubstantially responsive and has been determined to be the lowest evaluated bid, provided furtherthattheBidderisdeterminedtobequalifiedtoperformthecontractsatisfactorily. | |
| 29. Procuring agency’s Right to Vary Quantities at Time of Award | 29.1 | TheProcuringagencyreservestherightat thetimeofcontractawardto increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantityofgoodsandservicesoriginallyspecifiedintheScheduleofRequirementswithoutanychangeinunitpriceorothertermsandconditions. | |
| 30. Procuring Agency’s Right to accept any Bid and to reject anyorAllBids | 30.1 | TheProcuringagencyreservestherighttoacceptorrejectanybid,andto annulthebiddingprocessandrejectallbidsatanytimepriortocontract award, without thereby incurring any liability to the affected Bidder or biddersoranyobligationtoinformtheaffectedBidderorbiddersofthegroundsfortheProcuringagency’saction. | |
| 31.NotificationofAward | 31.1 | Prior to the expirationof theperiodof bid validity, theProcuring agencywill notifythesuccessfulBidderinwritingbyregisteredletterorbycable,tobeconfirmedinwritingbyregisteredletter,thatitsbidhasbeenaccepted. | |
|  | 31.2 | ThenotificationofawardwillconstitutetheformationoftheContract. | |
|  | 31.3 | UponthesuccessfulBidder’sfurnishingoftheperformancesecuritypursuantto ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant toITBClause15. | |
| 32.SigningofContract | 32.1 | AtthesametimeastheProcuringagencynotifiesthesuccessfulBidderthat its bid has been accepted, the Procuring agency will send the BiddertheContract Form provided in the bidding documents, incorporatingallagreementsbetweentheparties. | |
|  | 32.2 | Withinthirty(30)daysofreceiptoftheContractForm,thesuccessful BiddershallsignanddatethecontractandreturnittotheProcuring agency. | |
| 33PerformanceSecurity | 33.1 | Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance securityin accordance with the Conditions of Contract, in the Performance SecurityFormprovidedinthebiddingdocuments,orinanotherformacceptabletothe  Procuringagency. | |
|  | 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 ofthe award and forfeiture ofthe bid security, in which eventtheProcuring agencymaymaketheawardtothenextlowestevaluatedBidderorcallfornewbids. | |
| 34. Corrupt or Fraudulent Practices | 34.1 | The Government of Khyber Pakhtunkhwa requires that Procuring agency’s (including beneficiaries of donor agencies’ loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observethe 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 setforth belowas follows:    1. “**Corrupt Practice**” means the offering, giving, receiving or solicitingofanythingofvaluetoinfluencetheactionofa public official in the procurement process or in contract execution; and    2. “**FraudulentPractice**”meansamisrepresentationoffactsin order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition; 2. will reject a proposal for award if it determines that the Bidderrecommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; 3. will declare a firm ineligible, either indefinitely or for a stated periodof time, to be awarded a Government-financed contract if it at any time determinesthatthefirmhasengagedincorruptorfraudulentpracticesincompetingfor,orinexecuting,aGovernment-financedcontract. | |
|  | 34.2 | Furthermore, Bidders shall be aware of the provision stated in sub-clause5.4 and sub-clause24.1oftheGeneralConditionsofContract. | |
| 35.IntegrityPact | 35.1 | TheBiddershallsignandstamptheIntegrityPactprovidedatForm-7toBid in the Bidding Document for all procurement contracts exceedingRupeestenmillion.FailuretosuchIntegrityPactshallmakethebiddernon-responsive. | |

#### PartOne-SectionII.

**GeneralConditionsof Contract**

###### NotesontheGeneralConditionsofContract(GCC)

TheGeneralConditionsofContractinPartOneSectionII,readinconjunctionwiththeSpecialConditions 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.

TheGeneralConditionsofContracthereinshallnotbealtered.Anychangesandcomplementary information,whichmaybeneeded,shallbeintroducedonlythroughtheSpecialConditionsofContractin Part Two Section III.

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**GeneralConditionsofContract**

|  |  |  |
| --- | --- | --- |
| **1.Definitions** | 1.1 | InthisContract,thefollowingtermsshallbeinterpretedasindicated:   1. “The Contract” means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties,includingallattachmentsandappendicestheretoandall 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. “TheGoods” means all of the equipment, machinery, and/or othermaterials which the Supplier is required to supply to the Procuring agency under the Contract. 4. “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and anyother incidental services,such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract. 5. “GCC”meanstheGeneralConditionsofContractcontainedinthis section. 6. “SCC”meanstheSpecialConditionsofContract. 7. “The Procuring agency” means the organization purchasingthe Goods, as named in SCC. 8. “TheProcuringagency’scountry”isthecountrynamedinSCC. 9. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract. 10. “TheProjectSite,”whereapplicable,meanstheplaceorplaces named in SCC. 11. “Day”meanscalendarday. |
| **2.Application** | 2.1 | These General Conditions shall apply to the extent that they are notsuperseded byprovisions ofother parts of theContract. |
| **3.Country of Origin** | 3.1 | AllGoodsandServicessuppliedundertheContractshallhavetheirorigininthe countries and territories eligible under the rules and `furtherelaboratedinthe SCC. |
|  | 3.2 | For purposes of this Clause, “origin” means the place where theGoods were mined,grown,orproduced,orfromwhichtheServicesaresupplied. Goods are produced when, through manufacturing, processing,orsubstantialand majorassemblyofcomponents,acommerciallyrecognizednewproduct resultsthatissubstantiallydifferentinbasiccharacteristicsorinpurposeorutilityfromitscomponents. |
|  | 3.3 | TheoriginofGoodsandServicesisdistinctfromthenationalityoftheSupplier. |
| **4.Standards** | 4.1 | The Goods supplied under this Contract shall conform to the standards mentionedintheTechnicalSpecifications,and,whennoapplicablestandard ismentioned,totheauthoritativestandardsappropriate totheGoods’country oforigin.Suchstandardsshallbethelatestissuedby theconcernedinstitution. |
| **5.UseofContract Documentsand Information; Inspection and Audit by the Government** | 5.1 | TheSuppliershallnot,withouttheProcuringagency’spriorwrittenconsent,disclosetheContract,oranyprovisionthereof,oranyspecification,plan,drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employedbytheSupplierintheperformanceoftheContract.Disclosureto anysuchemployedpersonshallbemadeinconfidenceandshallextendonly asfarasmaybenecessaryforpurposesofsuchperformance. |
|  | 5.2 | TheSuppliershallnot,withouttheProcuring agency’spriorwrittenconsent, makeuseofanydocumentorinformationenumeratedinGCCClause5.1exceptforpurposesofperformingtheContract. |
|  | 5.3 | Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies)totheProcuringagencyoncompletionoftheSupplier’sperformanceundertheContractifsorequiredbytheProcuringagency. |
|  | 5.4 | TheSuppliershallpermittheProcuringagencytoinspecttheSupplier’saccountsandrecordsrelatingtotheperformanceoftheSupplierandtohave themauditedbyauditorsappointedbytheprocuringagency,ifsorequired. |
| **6.PatentRights** | 6.1 | TheSuppliershallindemnifytheProcuringagencyagainstallthird-party claimsofinfringementofpatent,trademark,orindustrialdesignrightsarisingfromuseoftheGoodsoranypartthereofintheProcuringagency’scountry. |
| **7. PerformanceSecurity** | 7.1 | Within twenty (20) days of receipt of the notification of contract award,thesuccessfulBiddershallfurnishtotheProcuringagencytheperformancesecurityintheamountspecifiedinSCC. |
|  | 7.2 | TheproceedsoftheperformancesecurityshallbepayabletotheProcuringagencyascompensationforanylossresultingfromtheSupplier’s failure to complete its obligationsunder the Contract. |
|  | 7.3 | The performance security shall be denominated in the currency of theContract acceptable to the Procuring agency and shall be in one of the following forms:   1. a bank guarantee or an irrevocable letter of credit issued by areputablebanklocatedintheProcuringagency’scountry,inthe formprovided in thebiddingdocumentsoranother formacceptable to the   Procuring agency; or   1. acashier’sorcertifiedchecque |
|  | 7.4 | The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completionoftheSupplier’sperformanceobligationsundertheContract,includinganywarrantyobligations,unlessspecifiedotherwiseinSCC. |
| **8.Inspections and Tests** | 8.1 | The Procuring agency or its representative shall have the right to inspect and/or to test theGoodsto confirmtheir conformity to theContractspecificationsat no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires andwheretheyaretobeconducted.TheProcuringagencyshallnotifythe Supplierinwriting,inatimelymanner,oftheidentityofanyrepresentativesretainedforthesepurposes. |
|  | 8.2 | TheinspectionsandtestsmaybeconductedonthepremisesoftheSupplier or its subcontractor(s), at point of delivery, and/or at the Goods’ finaldestination.IfconductedonthepremisesoftheSupplierorits subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no chargetotheProcuringagency. |
|  | 8.3 | ShouldanyinspectedortestedGoodsfailtoconformtotheSpecifications, theProcuring agencymayrejecttheGoods, and theSupplier shalleither replacetherejectedGoodsormakealterationsnecessarytomeetspecificationrequirementsfreeofcosttotheProcuringagency. |
|  | 8.4 | The Procuring agency’s right to inspect, test and, where necessary, reject the Goods after the Goods’ arrival in the Procuring agency’scountry shall in noway be limited or waived by reason of the Goods having previously been inspected,tested,andpassedbytheProcuringagencyoritsrepresentativepriortotheGoods’shipmentfromthecountryoforigin. |
|  | 8.5 | NothinginGCCClause8shallinanywayreleasetheSupplierfromanywarrantyorotherobligationsunderthisContract. |
| **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 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 weightsshalltakeintoconsideration,whereappropriate,theremotenessoftheGoods’destinationandtheabsenceofheavyhandlingfacilitiesatallpointsintransit. |
|  | 9.2 | Thepacking,marking,anddocumentationwithin andoutsidethepackages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, includingadditional requirements, if any,specifiedinSCC,andinanysubsequentInstructionsorderedbytheProcuringagency. |
| **10. Delivery and Documents** | 10.1 | DeliveryoftheGoodsshallbemadebytheSupplierinaccordancewiththe termsspecifiedintheScheduleofRequirements.Thedetailsofshippingand/orotherdocumentstobefurnishedbytheSupplierarespecifiedinSCC. |
|  | 10.2 | DocumentstobesubmittedbytheSupplierarespecifiedinSCC. |
| **11.Insurance** | 11.1 | TheGoodssuppliedundertheContractshallbedelivereddutypaid(DDP) underwhichriskistransferredtothebuyerafterhavingbeendelivered;henceinsurancecoverageisseller’sresponsibility. |
| **12.Transportation** | 12.1 | TheSupplierisrequiredundertheContracttotransporttheGoodstoa specified place of destination within the Procuring agency’s country, transportto such place of destination in the Procuring agency’s country, including insuranceandstorage,asshallbespecifiedintheContract,shallbearrangedbytheSupplier,andrelatedcostsshallbeincludedintheContractPrice. |
| **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. performanceorsupervisionofon-siteassemblyand/orstart-upofthesupplied 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 thisContract; and 5. training of the Procuring agency’s personnel, at the Supplier’s plant and/or on-site,inassembly,start-up,operation,maintenance,and/orrepairofthesuppliedGoods. |
|  | 13.2 | Prices charged by the Supplier for incidental services, if not included in the ContractPrice fortheGoods,shallbeagreedupon in advanceby theparties andshallnotexceedtheprevailingrateschargedforotherpartiesbytheSupplierforsimilarservices. |
| **14.SpareParts** | 14.1 | As specified in SCC, the Supplier may be required to provide any or all of thefollowingmaterials,notifications,andinformationpertainingtosparepartsmanufacturedordistributedbytheSupplier: |
|  |  | 1. such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and 2. intheeventofterminationofproductionofthespareparts:    1. advance notification to the Procuring agency of the pending termination,insufficienttimetopermittheProcuringagencytoprocureneededrequirements;    2. Following such termination, furnishing atno cost to the Procuring agency,theblueprints,drawings,andspecificationsofthespareparts,ifrequested. |
| **15.Warranty** | 15.1 | The Supplier warrants that the Goods supplied under the Contract are new, unused, of themost recent or current models, and that they incorporate allrecent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency’s specifications) or from any act or omission of the Supplier, that may develop undernormaluseofthesuppliedGoodsintheconditionsprevailingintheCountryoffinaldestination. |
|  | 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 atthe final destination indicated in the Contract, or for eighteen(18)monthsafterthedateofshipmentfromtheportorplaceofloadinginthesourcecountry,whicheverperiodconcludesearlier,unlessspecified otherwise in SCC. |
|  | 15.3 | TheProcuringagencyshallpromptlynotifytheSupplierinwritingofanyclaimsarisingunderthiswarranty. |
|  | 15.4 | Uponreceiptofsuchnotice,theSuppliershall,withintheperiodspecifiedinSCCandwithallreasonablespeed,repairorreplacethedefectiveGoodsor parts thereof, without costs to the Procuring agency. |
|  | 15.5 | If the Supplier, having been notified, fails to remedy the defect(s) within the periodspecifiedinSCC,withinareasonableperiod,theProcuringagency mayproceedtotakesuchremedialactionasmaybenecessary,atthe Supplier’sriskandexpenseandwithoutprejudicetoanyotherrightswhichtheProcuringagencymayhaveagainsttheSupplierundertheContract. |
| **16.Payment** | 16.1 | ThemethodandconditionsofpaymenttobemadetotheSupplierunderthisContractshallbespecifiedinSCC. |
|  | 16.2 | TheSupplier’srequest(s)forpaymentshallbemadetotheProcuringagency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant toGCCClause10,anduponfulfillmentofotherobligationsstipulatedintheContract. |
|  | 16.3 | PaymentsshallbemadepromptlybytheProcuringagency,butinnocaselaterthanNinety(90)daysaftersubmissionofaninvoiceorclaimbytheSupplier. |
|  | 16.4 | ThecurrencyofpaymentisPakistaniRupees (PKR). |
| **17.Prices** | 17.1 | Prices charged by the Supplier for Goods delivered and Services performedundertheContractshallnotvaryfromthepricesquotedbytheSupplierinitsbid,withtheexceptionofanypriceadjustmentsauthorizedinSCCorintheProcuringagency’srequestforbidvalidityextension,asthecasemaybe. |
| **18. Change Orders** | 18.1 | The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:   1. drawings, designs, orspecifications, whereGoodsto befurnishedunder the Contract are to be specifically manufactured for the Procuringagency; 2. themethodofshipmentorpacking; 3. theplaceofdelivery;and/or 4. theServicestobeprovidedbytheSupplier. |
|  | 18.2 | If any such change causes an increase or decrease in the cost of, or the timerequiredfor,theSupplier’sperformanceofanyprovisionsundertheContract, an equitableadjustmentshall bemadein theContract Priceordelivery schedule, orboth,and theContractshallaccordinglybeamended.Any claims bytheSupplierforadjustmentunderthisclausemustbeassertedwithinthirty(30)daysfromthedateoftheSupplier’sreceiptoftheProcuringagency’schangeorder. |
| **19.Contract**  **Amendments** | 19.1 | SubjecttoGCCClause18,novariationinormodificationofthetermsoftheContractshallbemadeexceptbywrittenamendmentsignedbytheparties. |
| **20.Assignment** | 20.1 | TheSuppliershallnotassign,inwholeorinpart,itsobligationstoperformunderthisContract,exceptwiththeProcuringagency’spriorwrittenconsent. |
| **21.Subcontracts** | 21.1 | The Supplier shall notify the Procuring agency in writing of all subcontractsawardedunderthisContractifnotalreadyspecifiedinthebid.Such notification,intheoriginalbidorlater,shallnotrelievetheSupplierfromanyliabilityorobligationundertheContract. |
|  | 21.2 | SubcontractsmustcomplywiththeprovisionsofGCCClause3. |
| **22.Delaysinthe**  **Supplier’s Performance** | 22.1 | DeliveryoftheGoodsandperformanceofServicesshallbemadebytheSupplier in accordance with the time schedule prescribed by the Procuringagency in the Schedule of Requirements. |
|  | 22.2 | If at any time during performance of the Contract, the Supplier or itssubcontractor(s) should encounter conditions impeding timely delivery of theGoods and performance of Services, the Supplier shall promptly notify theProcuring agency in writing of the fact of thedelay, its likely duration and itscause(s). As soon as practicable after receipt of the Supplier’s notice, theProcuring agency shall evaluate thesituation andmay at its discretion extendthe Supplier’s time for performance, with or without liquidated damages, in which case the extension shall be ratifiedbythepartiesbyamendmentofContract. |
|  | 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 theimposition of liquidated damages pursuant to GCC Clause 23, unless anextensionof time is agreed upon pursuant to GCC Clause 22.2withouttheapplicationofliquidateddamages. |
| **23. Liquidated**  **Damages** | 23.1 | SubjecttoGCCClause25,iftheSupplierfailstodeliveranyoralloftheGoodsortoperformtheServiceswithintheperiod(s)specifiedin the Contract, the Procuring agency shall, without prejudice to its other remediesundertheContract,deductfromtheContractPrice,asliquidateddamages, 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 delayuntil actual delivery or performance, up to a maximum deduction of thepercentagespecifiedinSCC.Oncethemaximumisreached,theProcuringagencymayconsiderterminationoftheContractpursuanttoGCCClause24. |
| **24. Termination for**  **Default** | 24.1 | The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:  a. if the Supplier fails to deliver any or all of the Goods within the period(s)specifiedintheContract,orwithinanyextensionthereofgrantedbytheProcuringagencypursuanttoGCCClause22;or   1. iftheSupplierfailstoperformanyotherobligation(s)undertheContract. 2. if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing theContract.   Forthepurposeofthisclause:  “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.  “fraudulentpractice”meansamisrepresentationoffactsinordertoinfluence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusivepractice among Bidders (prior to or after bidsubmission)designedtoestablishbidpricesatartificialnon-competitive levelsandtodeprivetheBorrowerofthebenefitsoffreeandopencompetition. |
|  | 24.2 | In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon suchtermsandinsuchmannerasitdeemsappropriate,GoodsorServicessimilar to those undelivered, and the Supplier shall be liableto the Procuring agencyforanyexcesscostsforsuchsimilarGoodsorServices.However,the SuppliershallcontinueperformanceoftheContracttotheextentnotterminated. |
| **25. Force Majeure** | 25.1 | Notwithstanding theprovisions of GCC Clauses 22, 23, and 24, the Suppliershall not be liable for forfeiture of its performance security, liquidateddamages, or termination for default if and to the extent that it’sdelay in performanceorother failuretoperform its obligationsundertheContractistheresultofaneventofForceMajeure. |
|  | 25.2 | Forpurposesofthisclause,“ForceMajeure”meansan eventbeyondthe controloftheSupplierandnotinvolvingtheSupplier’sfaultornegligence and not foreseeable. Such eventsmay include, but are notrestricted to, acts of the Procuring agency in its sovereign capacity,warsorrevolutions,fires,floods,epidemics,quarantinerestrictions,andfreightembargoes. |
|  | 25.3 | If a Force Majeure situation arises, the Supplier shall promptly notify theProcuring agency in writing of such condition and the cause thereof. Unlessotherwise directed by the Procuring agency in writing, the Supplier shallcontinue to perform its obligations under the Contract as far as is reasonablypractical,andshallseekallreasonablealternativemeansforperformancenotpreventedbytheForceMajeureevent. |
| **26. Termination for**  **Insolvency** | 26.1 | TheProcuringagencymayatanytimeterminatetheContractbygiving written notice to the Supplier if the Supplier becomes bankrupt or otherwiseinsolvent. In this event, termination will be without compensation to theSupplier,providedthatsuchterminationwillnotprejudiceoraffectanyright ofactionorremedywhichhasaccruedorwillaccruethereaftertotheProcuringagency. |
| **27. Termination for**  **Convenience** | 27.1 | The Procuring agency, by written notice sent to the Supplier, may terminatetheContract, inwholeorinpart,atanytimeforitsconvenience.Thenotice of termination shall specify that termination is for the Procuring agency’sconvenience, the extent to which performance of the Supplier under theContractisterminated,andthedateuponwhichsuchterminationbecomeseffective. |
|  | 27.2 | TheGoodsthatarecompleteandreadyforshipmentwithinthirty(30)daysafter the Supplier’s receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. Forthe remaining Goods,the Procuring agency may elect:   1. to have any portion completed and delivered at theContract terms andprices; and/or 2. to cancel the remainder and pay to the Supplier an agreed amount forpartiallycompletedGoodsandServicesandformaterialsand partspreviouslyprocuredbytheSupplier. |
| **28. Resolution of Disputes** | 28.1 | TheProcuringagencyandtheSuppliershallmakeeveryefforttoresolve amicablybydirectinformalnegotiationanydisagreementordisputearisingbetweenthemunderorinconnectionwiththeContract. |
|  | 28.2 | If,afterthirty(30)daysfromthecommencementofsuchinformal negotiations,theProcuringagencyandtheSupplierhavebeenunableto resolveamicablyaContractdispute,eitherpartymayrequirethatthedispute 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 mannerand/orarbitration. |
| **29. Covering**  **Language** | 29.1 | TheContractshallbewritteninthelanguagespecifiedinSCC.Subjectto 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 partiesshallbewritteninthesamelanguage. |
| **30.Applicable**  **Law** | 30.1 | TheContractshallbeinterpretedinaccordancewiththelawsoftheProcuringagency’scountry,unlessotherwisespecifiedinSCC. |
| **31.Notices** | 31.1 | Any notice given by one party to the other pursuant to this Contract shall be senttotheotherpartyinwritingorbycable,telex,orfacsimileandconfirmedinwritingtotheotherparty’saddressspecifiedinSCC. |
|  | 31.2 | A notice shall be effective when delivered or on the notice’s effectivedate, whichever is later. |
| **32. Taxes and Duties** | 32.1 | Supplier shall be entirely responsible for all taxes, duties, license fees, etc.,incurreduntildeliveryofthecontractedGoodstotheProcuringagency. |



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

**Standard Bidding Documents (SBDs)**

**ForNationalCompetitiveBidding Pakistan**

**For**

**SELECTION AND RATE CONTRACTING OF VENDORS FOR PAKISTAN BAIT-AL-MAL SPECIALIZED ITEMS FOR FINANCIAL YEAR 2024-25**

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

**OCTOBER2024**

**PARTTWO(PROCUREMENTSPECIFICPROVISIONS)**

* InvitationforBids(IFB)
* BidDataSheet(BDS)
* SpecialConditionsofContract(SCC)
* ScheduleofRequirements
* TechnicalSpecifications
* SampleForms
* Eligibility

***Preface***

These Bidding Documents have been prepared for use by procuring agencies 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;andtheformstobeusedinSectionI,InvitationforBids,andSectionVI,Sample Forms.

ThisisPartTwoandcontainsdataandprovisionsspecifictoeachprocurement.Careshouldbe taken to check the relevance of the provisions of the Bidding Documents against the requirements of thespecificgoodstobeprocured.Thefollowinggeneraldirectionsshouldbeobservedwhenusingthe documents. In addition, each section is prepared with notes intended only as information for the Procuring agencyorthepersondraftingthebiddingdocuments.Theyshallnotbeincludedinthefinaldocuments, exceptforthenotesintroducingSectionVI,Forms,wheretheinformationisusefulfortheBidder.

1. Specificdetails,suchasthe“nameoftheProcuringagency”and“addressforbidsubmission,” shouldbefurnishedintheInvitationforBids,intheBidDataSheet,andintheSpecialConditions ofContract.Thefinaldocumentsshouldcontainneitherblankspacesnoroptions.
2. Amendments, if any, to theInstructionsto Bidders and totheGeneral Conditionsof Contract should bemadethroughtheBidDataSheetandtheSpecialConditionsofContract,respectively.
3. FootnotesornotesinitalicsincludedintheInvitationforBids,BidDataSheet,SpecialConditions of Contract, and in the Schedule of Requirements are not part of the text of the document, althoughthey contain instructions that the Procuring agency should 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 (Clauses25.3and25.4,respectively)shouldbecarefullyreviewed.Onlythosethatareselectedto beusedfortheprocurementinquestionshouldberetainedandexpanded,asrequired,intheBid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicableshould be deleted from the Bid DataSheet.
5. ClausesincludedintheSpecialConditionsofContractareillustrativeoftheprovisionsthatshould bedraftedspecificallybytheProcuringagencyforeachprocurement.
6. TheformsprovidedinSectionVIshouldbecompletedbytheBidderortheSupplier;thefootnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

**PARTTWO(CHANGEABLEPART)**

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#### PartTwo

##### **SectionI.InvitationforBids**

**NotesontheInvitationfor Bids**

TheInvitationforBids(IFB)hasbeenissuedasanadvertisementinleadingnewspapersofgeneralcirculation in the Province of Khyber Pakhtunkhwa as well as on the web site of the Khyber Pakhtunkhwa PublicProcurement Regulatory Authority (KPPRA) ([www.kppra.gov.pk](http://www.kppra.gov.pk/)), Medical teaching Institution Ayub teaching Hospital (MTI ATH) Abbottabad (https://ath.gov.pk/)byallowingatleastfifteen (15)daysforNCBforbidpreparationandsubmission.

The Invitation for Bids provides information that enables interested bidders to decide whether to participate. Apart from the essential items listed in the Bid Solicitation Documents (BSD), the Invitation for Bids also indicates the importantbidevaluationcriteriaorqualificationrequirement(forexample,arequirementforaminimumlevel of experience in manufacturing a similar type of goods forwhich the Invitation forBids is issued) so that the biddersshouldgivetheirbestandfinalprices.Fornegotiationonprice,KPPRAamendmentsnotificationNo. SO (A)/FD/1-40/2022, KPPRA Rules 2014, dated 17-08-2022 will be followed, when required.

TheInvitation forBidsis incorporated into theseBid SolicitationDocuments(BSDs).Theinformation contained in the Invitation for Bids (IFB) conforms to the bidding documents and in particular to the relevantinformationin the Bid Data Sheet.

**INVITATIONFORBIDS**

**MEDICAL TEACHING INSTITUTION AYUB TEACHNG HOSPITAL ABBOTTAABD**

**SELECTIONANDRATECONTRACTING(CONTRACTFRAMEWORKAGREEMENT)OFDRUGS/ MEDICINES, MEDICAL DEVICES, SURGICAL DISPOSABLES & NON-DRUG ITEMS FOR THE FY 2024-25**

In compliance with the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Act, 2012 and KPPRA Rules, 2014, Medical Teaching Institution,Ayub Teaching Hospital (MTI ATH) Main Mansehra Road, Mandian Abbottabad invites sealed bids from:

* 1. Manufacturer/s and/or Importer/s of drugs/medicines authorized by the goods’ Principal Manufacturer or producer for import/supply of the said quoted goods in Pakistan, registered as suchwiththe DrugRegulatoryAuthorityofPakistan(DRAP)forthequoteditem/sfallingunder The Drugs Act 1976 & Rules framed thereunder; and
  2. Manufacturer/sofMedicalDevicesinPakistan,registeredassuchwiththeDRAPforthequoted item/s and regulated under the DRAP Act 2012 and the Rules framed thereunder; and
  3. Importer/s of Medical Devices, duly authorizedbythegoodsPrincipalManufacturerorproducer toimport/supplythesaidgoods in Pakistan, as registered and regulated as such for the quoted item/s under the DRAP Act 2012 and Rules framed thereunder; and
  4. Manufacturer/sofNon-DrugItems(NDIs)inPakistan;and
  5. Importer/sofNDIs,dulyauthorizedbythegoods’PrincipalManufacturerorproducerforimport/supplyofthesaidquotedgoodsin Pakistan.

1. Manufacturer/s and/or Importer/s of various items interested to enter in this bidding competition must obtain separate application form from the Procurement Cell of Medical Teaching Institution, Ayub Teaching Hospital Main Mansehra Road, Mandian Abbottabad on any working day on or before **(DATE and Time………….)**. At the time of submissionofthebid,theoriginalreceiptofnon-refundablecashpaymentof**PakRupeesAmount in Words (Rs. Amount in figures)** per application form shall be submitted with technical bid. No Application Form shall be issuedafter**(DATE and Time………….).**
2. Biddingcompetitionunderthisadvertisementshallbeconductedthrough **SingleStage–Two Envelopes Bidding Procedure** as per KPPRA Act 2012 and Rules framed there under. Under this procedure, the biddersshouldsubmitthebidsintwosealedenvelopesofTechnicalandFinancialbids,eachofwhichmust bearonthem the clearly written words**“MTI ATH TechnicalBid2024-25**”and**“MTI ATH FinancialBid2024-25”**aswellasthefulland complete identification of the bidder along with its postalandemailaddressesandphonenumber/soneachoftherespectiveenvelope.Boththesesealedand labeledenvelopesshould be placed inside another outer envelope of appropriate size which should also be sealed and should bear clearlywritten words “**Bidfor'MTI ATH 2024-25**” along with the identification and contact details of the bidder.
3. The Bid Solicitation Documents, other than the application form mentioned above, for this bidding competition may be downloaded from the [**www.kppra.gov.pk,**](http://www.kppra.gov.pk/) and **https://ath.gov.pk/**
4. Bidders must submit sealed bids to the Procurement Cell Medical Teaching Institution, Ayub Teaching Hospital Main Mansehra Road, Mandian Abbottabad on**orbefore(Date and Time…….).**Anybidspresented/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.
5. MandatoryBidSecurity/EarnestMoneyamountingtoaflatrateofRupees**Amount in words** (**Amount in figures**)fromeachbidderintheshapeof**CallDepositReceipt(CDR)/Bank Guarantee** in the name of the **Hospital Director MTI ATH Abbottabad** is required to be submitted in original along with the Financial Bid within its sealed envelope and shall be from the account of the firm/manufacturer/importer.A separatephotocopyofthe Bid Securitybeingfinancialinstrumentshould also be placed inside the sealed envelope of Technical Proposal. **Ordinary crossed or open Cheques shall not be acceptable as Bid’s security**.
6. Quotation must be computer typed & printed; the Offered rate, Trade Price (TP) and Maximum Retail Price (MRP) must be written both in words & figures. All pages of the submitted bid shall be signed, numbered,anddulystampedbytheauthorizedpersonofthebiddingentityasmentionedintheBSDs.
7. Thebiddersarerequiredtosubmittheunitprices**(Offered,TPandMRP)**ofquoteditemsontheformatas prescribedforfinancialbidintheBidSolicitationDocuments.
8. Quotationswithcutting,erasing,andover-writingshallnotbeacceptedtotheextentofthatparticular quoted item.
9. Tofacilitatethedataentryduringbidsprocessing,allbiddersarerequiredtosubmitthequotedproduct listaspertheprescribedproformasintheapprovedBidSolicitationDocumentsforthisbiddingcompetitionin the start of bidandeachpageofthesubmittedbidshallbeproperlynumbered,signedandstampedbytheauthorized person of the bidding entity.
10. Biddersarerequiredandencouragedto offerthemostcompetitivelowestprice/softheirquoteditem/s.
11. BidswillbeopenedbythePurchase Committee (PC) of the MTI ATH Abbottabad at**(Date and Time…….)**intheConference RoomoftheHospital Director Medical Teaching Institution, Ayub Teaching Hospital Main Mansehra Road, Mandian Abbottabad in the presence of bidders or their representatives (who choose to attend the bids opening process).
12. Bidders offering Medical devices, Surgical Disposables, Cotton and Related Goods, & Non-Drug Items are required to submit the sample(s) of their quoted products, along with the quoted product list in hard form, to the office ofHospital Director MTI ATH, in sufficient quantities(in 2 Separate Packages for DTL analysis and/orfor the End-user evaluation) on the day of bid opening **(Date and Time…….)**.Sample/ssubmittedaftertheduedateshallnotbeacceptedandthesameitem/swill be considered non-responsive.
13. TheHospital Director Medical Teaching Institution, Ayub Teaching Hospital reservestherighttorejectanyorallthebids underRule47 (1)ofKPPRARules,2014.

**ImportantNote:ThetechnicalbidmustbeaTapebindbooklet,havingtableofcontents(indexingwith properpagenumberandcontentsmentionedinthestartofbidandeachpageofthesubmittedbid shall be properly numbered, signed and stamped by the authorized person of the bidding entity). Anybidwhichissubmittedinboxfile,ringbinding,wirebinding,combbinding,coilbinding,slide binding, velo binding, paper/card file, or unbind bid shall be rejected.**

Office of the Hospital Director Medical Teaching Institution, Ayub Teaching Hospital (MTI ATH) Main Mansehra Road, Mandian Abbottabad

**TelNo:**0992-9311154**,**0992-9311155

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

**SectionII.BidDataSheet**

### BIDDATASHEET

|  |  |  |
| --- | --- | --- |
| **ITBRef.** | **Introduction/Description** | **Detail** |
| **ITB1.1** | Name of Procuring Agency | Medical Teaching Institution, Ayub Teaching Hospital Abbottabad, through its notified committee’s i.e., Purchase Committee (PC) andTechnicalEvaluationCommittee (TEC). |
| **ITB1.1** | Loan or credit or Project allocation number. Loan or credit or Project allocationamount. | NotApplicable |
| **ITB1.1** | NameofProject | PAKISTAN BAIT-AL-MAL SPECIALIZED ITEMS |
| **ITB1.1** | NameofContract | PAKISTAN BAIT-AL-MAL SPECIALIZED ITEMS |
| **ITB4.1** | NameofProcuringagency. | Medical Teaching Institution, Ayub Teaching Hospital Abbottabad, through its notified committee’s i.e., Purchase Committee (PC)andTechnicalEvaluationCommittee (TEC). |
| **ITB6.1** | Procuring agency’s address, telephone, telex, and facsimile, numbers. | Office of the Hospital Director, Medical Teaching Institution, Ayub Teaching hospital (MTI ATH) Main Mansehra road Mandian, Abbottabad  TelNo:0992-920155  Email:[**info@ath.gov.pk**](mailto:info@ath.gov.pk) |
| **ITB8.1** | Languageofthebid. | English |
| **BidPriceandCurrency** | | |
| **ITB11.2** | Pricequotedshallbe: | PakistaniRupees(Rs.) |
| **ITB11.5** | Thepriceshallbefixed | Thepriceshallbefixedandvalidtillfinalization of the next Tender for FY 2025-26. |
| **PreparationandSubmissionofBids** | | |
| **ITB13.3(d)** | Qualificationrequirements. | Note:ThetechnicalandfinancialbidshallbeinconformitytoRule 39 (1) & (3) of the KPPRA Rules, any deviation from it, the bid shall be treated as non-responsive.   1. Manufacturer/s and/or Importer/s of drugs/ medicines authorized by the goods’ Principal Manufacturer or producer for import / supply of the said quoted goods in Pakistan, registered as such with the Drug Regulatory Authority of Pakistan(DRAP)forthequoteditem/sfallingunderTheDrug Act 1976 & Rules framed there under; and 2. **Manufacturer**ofMedicalDevicesinPakistan,registered as such with the DRAP for the quoted item/s and regulated undertheDRAPAct2012andtheRulesframedthere under;and 3. **Importer**ofMedicalDevices,dulyauthorizedbythe goods’PrincipalManufacturerorproducertoimport/ supplythesaidgoodsinPakistan,asregistered and regulated as such for the quoted item/s under the DRAP Act 2012 andRules framed there under; and 4. **Manufacture**rofNon-DrugItems(NDIs)inPakistan;and 5. **Importer** of NDIs, duly authorized by the goods’ Principal Manufactureror producer for import/ supply of thesaidquotedgoodsinPakistan. |

|  |  |  |
| --- | --- | --- |
| **ITB14.3(b)** | Spare parts required for years of operation | NotApplicable |
| **ITB15.1** | Amountofbidsecurity. | Rs.---------------------/- |
| **ITB16.1** | Bidvalidityperiod. | 90daysfromthedateofopeningofbids |
| **ITB17.1** | Numberofcopies. | One(ORIGINALBID) |
| **ITB18.2(a)** | Addressforbidsubmission | Procurement Cell, Medical Teaching Institution, Ayub Teaching hospital (MTI ATH) Main Mansehra roadMandian, Abbottabad  TelNo:0992-9311154**,**0992-9311155 |
| **ITB18.2(b)** | IFBtitleandnumber. | Selection and Rate Contracting (Contract Framework Agreement)ofDrugs/Medicines,MedicalDevices,Surgical Disposables & Non-Drug items for the year 2024-25. |
| **ITB19.1** | Deadlineforbidsubmission. | **Beforeorupto……Date and Time…….** |
| **ITB22.1** | Time, Date and Place for bid opening. | **Date and Time………….in the Conference Room of theHospital Director Medical Teaching Institution, Ayub Teaching Hospital, Abbottabad** |
| **BidEvaluation** | | |
| **ITB 25.3** | Criteriaforbidevaluation. | Merit Point Evaluation (Best Evaluated Bid). The items ranked highest in merit points (obtained through, and based on, technical and financial evaluation) will get unit rate central contract.  (Section-VoftheseBSDs). |
| **ITB25.4(a)**  **ITB25.4(b)** | One option only Delivery schedule. Relevantparametersin accordancewithoptionselected. | NotApplicable |
| **Option I Option II OptionIII** | Adjustment expressed as a percentage, or adjustmentexpressedin an amount in the currency of bid evaluation, or adjustmentexpressedin an amount in the currencyofbidevaluation. | NotApplicable |
| **ITB25.4(c)(ii)** | Deviationinpayment schedule.  Annualinterestrate. | NotApplicable |
| **ITB25.4(d)** | Costofspareparts. | NotApplicable |
| **ITB25.4(e)** | Sparepartsandaftersales service facilitiesintheProcuringagency’s country. | NotApplicable |
| **ITB25.4(f)** | Operatingandmaintenance costs. | NotApplicable |
| **ITB25.4(g)** | Performanceand productivity of  Equipment | NotApplicable |
| **ITB25.4(h)** | Detailsontheevaluation method or  referencetotheTechnical Specifications | AsinsectiononTechnicalEvaluationofbids.Theevaluation parameters of the quoted item/s may include, but not limited to,anyorallofthemethodsincluding scrutinyofthe bidding documents,physicalinspection,examination,testing/usingby the end user/s and or laboratory testing and/ or market survey including and not limited to both Public and Private Healthcare facilities, against any parameter/s, as deemed appropriate by the MTI ATH Abbottabad or any of its committees or sub- committees.Anydiscrepancyfoundduringthemarketsurvey shall lead to disqualification of the firm/product (s).  All the certifications from accreditedbodies, as the case may be,shallcontainthequotedproduct(s)initsscope,moreover the accredited body shall be authorized to certify the quoted product (s).  In case of products having Multiple APIs/Raw material the marks for GD, CoA, APIs or Raw material Source accreditationwillbeawardedonlywherethesedocumentsare submitted for all ingredients/components of the quoted products  ForExample.Sitagliptin+Metformin, IV Cannula (Plastic and Needle etc.)  In case the Supplier had been awarded marks in product evaluation parameter during the technical evaluation for API source accreditation for Drugs / Medicines, and for medical grade material certification for medical devices & Non-Drug Items, and for Pharmaceutical grade certification for immediate containers of Drugs/medicines shall warranty the supply of all such goods with the same certified quality, materialandspecification/stothePurchasingAgency/iesthroughoutthevalidityperiodofcontractagreement. |
| **ITB 25.4**  **alternative** | Specifytheevaluation factors. | NotApplicable |
| **ContractAward** | | |
| **ITB 29.1** | Percentageforquantity increase or decrease. | The Procuring Agency has the authority to regulate, if deemed appropriate, undertheprovisionsinITB  29.1 through imposing restrictions and/or classifying and/or grouping any selected quoted item/s for stopping, increasing or decreasing the purchase of such item/s by the PurchasingAgencytorationalize and/orcontroltheuse and/or misuse ofsuchitem/s. |

**SectionIII.SpecialConditionsofContract**

###### NotesontheSpecialConditionsof Contract

Similar to the Bid Data Sheet in Section II, the clauses in this Section are intended to assist the Procuringagency inproviding contract-specificinformation inrelation to corresponding clausesin theGeneral Conditions of Contract.

TheprovisionsofSectionIIIcomplementtheGeneralConditionsofContractincludedinPartone,Section II, specifying contractual requirements linked to the special circumstances of the Procuring agency, the Procuring agency’s country, the sector, and theGoodspurchased. In preparingSection III, the following aspects should be checked:

1. InformationthatcomplementsprovisionsofPartoneSectionIImustbeincorporated.
2. Amendmentsand/orsupplements toprovisionsofPartoneSectionII,asnecessitatedbythe circumstancesofthespecificpurchase,mustalsobeincorporated.

##### **SectionIII.SpecialConditionsofContract**

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| 18. | NOTICES(GCCCLAUSE31) |
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### SpecialConditionsofContract

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.ThecorrespondingclausenumberoftheGCCisindicatedinparentheses.

1. **Definitions(GCCClause1)**

GCC1.1(c)TheGoodsare:**Drugs/Medicines,SurgicalDisposables,MedicalDevices&Non-Drug Items (NDIs)**

GCC1.1(g)**TheProcuringAgencyis:**Hospital Director Medical Teaching institution, Ayub Teaching Hospital, being the overall head of MTI ATH Abbottabad; and

**ThePurchasingAgency:**Hospital Director Medical Teaching institution, Ayub Teaching Hospital, Abbottabad.

GCC1.1(i)TheSupplieris:“theindividualorfirmsupplyingtheGoodsandServicesunderthisContract" and includes the following:

* 1. Manufacturer/s and / or Importer/s of drugs / medicines authorized by the goods’ Principal Manufacturerorproducerforimport/supplyofthesaidquotedgoodsinPakistan,registered assuchwiththeDrugRegulatoryAuthorityofPakistan(DRAP)forthequoteditem/sfalling under The Drug Act 1976 & Rules framed thereunder; and
  2. **Manufacturer/s** of Medical Devices in Pakistan, registered as such with the DRAP for the quoteditem/sandregulatedundertheDRAPAct2012andtheRulesframedthereunder;and
  3. **Importer/s** of Medical Devices, duly authorized by the goods’ Principal Manufacturer or producertoimport/supplythesaidgoodsinPakistan,asregisteredandregulatedassuchfor the quoted item/s under the DRAP Act 2012 and Rules framed thereunder; and
  4. **Manufacturer/s**ofNon-DrugItems(NDIs)inPakistan; and
  5. **Importer/s** of NDIs, duly authorized by the goods’ Principal Manufacturer or producer for import / supply of the said quoted goods in Pakistan.

GCC1.1(j)—TheProjectSiteis:**Office of the Hospital Director Medical Teaching institution, Ayub Teaching Hospital, Main Mansehra Road, Mandian Abbottabad.**

1. **CountryofOrigin(GCCClause3)**

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. **Standards(GCCClause4):**AsmentionedinGCCclause4.1**.**
2. **PerformanceSecurity(GCCClause-7)**

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

However, the bid securityof Rs. ……………………/- fromthe successful bidders as received at the time of bids submission under GCC Clause 15, shall be retained by the Procuring Agency as Performance Security tilltheendofcontractperiod and willbereleasedbacktosuccessfulbiddersafterthe expiryofcontract period,subjecttotheconditionthatallcontractualobligationsrelatedtosuppliesarefulfilled.However, thewarrantyofthesuppliedgoods,asissuedbytheSupplierundertheclausesofcontractagreement(Bid Form-6)andrelevantapplicablelawsgoverningthenatureofgoods,e.g.,theDrugs Act1976,TheDRAP Act 2012 and rules framed there under shall remain in force and valid despite the discharge of Performance Security to the Supplier in accordance with GCC Clause-7 and 8.

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

**GCC8.1:**Whenrequired,theFocalPersonofthebidderwillbeinformedonphoneorthroughemailto providesamplesofthequoteditemsinsufficient/requiredquantityforexamination,analysisatProvincial Drug Testing Lab (DTL) and/or physical evaluationbythe MTI ATHend user/s at bidder's own risk and cost, to the office of Hospital Director MTI ATH and not later than, the time and date communicated. The Sample/ssubmitted withnon-formularyspecificationsandaftertheduedate shall not beacceptedandthesameitem/sshallbeconsiderednon-responsive.

Moreover, after final approval/selection of items the successful bidders are bound to provide 05 Commercialpacksofselected items, within30 daysofhoistingofapproved list,tobekeptasreference sample/retentionsample,tocheckallsuppliesforconformitythroughoutthefinancialyear.Thesamples shallnotbereturned,andnopayment whatsoevershallbepayabletobidder/FocalPersononthisaccount in the name of price/transportation charges etc. or based on any other context or reason or argument.

Moreover, the cost/fee of the test analysis for samples of the item/s (approved by the Purchase Committee ATH), supplied in response to the purchase orders issued shallbepaidbythebidder(s),TheIn chargeDrugTestingLaboratoryshallcalculate thefeeofthetestson thebasisoftimespent, reagents/chemicals, etc., used for theconductoftest/analysis performedforthequalityassessmentofsamplesofthesaiditems.

If the provided sample/s of the selected items are not in conformity with the schedule of requirements specification,theitem/sshallbeconsiderednon-responsiveandnextbestevaluatedbidshallbeconsidered.

1. The Technical Evaluation shall be conducted by the Technical Evaluation Committee and physical sample evaluation shall be carried out by the notified committee/end user/s of the MTI ATH Abbottabad to:
   1. UndertakeexaminationoftheoriginaldocumentsasmentionedintheBidCoverSheet(BidForm- 1)ofthese BSDs,andtheattestedcopiesofwhichhadbeensubmittedbythebidder/salong with the technical bids; and
   2. Inspection of the quoted item/s as laid down in the Technical Evaluation Proformas (Section-V: Technical Specification of the Part-II of these BSDs); and
   3. Examinetheoriginaldocumentsofthequoted drugs/ medicines item/s, e.g., Certificate of Analysis, invoice, etc. of the material/s used in manufacturing of the immediate container of quoted drug / medicine item/s, including that of its stopper / lid / cap.
   4. TheDTLand/enduser/stestanalysisand/orevaluationofthequotedsamplesof medical devices, surgical disposables, cotton related items and non-drug items, as the case may be, shall be conducted under the supervision of the Technical & Evaluation Committee/sub- committee.
2. Thetechnicalandfinancialbidshallbeinconformitytorule39(1)&(3)oftheKPPRARules,any deviation from it, the bid shall be treated as non-responsive.
3. MedicalDevices,SurgicalDisposablesandNDIsshallbeexaminedand/ortestedbythe MTI ATH notified committee/Expert/s, and/or end user/s of the MTI ATH Abbottabad in a manner as deemed relevantandappropriate(includingtestingatDrugTestingLaborelsewhere)forthepurposebythe said expert/s, and as laid down, or otherwise, in the applicable laws and Rules, for submission of technical report to the relevant forum/quarter for the needful.
4. ThesamplesofMedicalDevicesandSurgicalDisposablesmay beexaminedandtestedforselected parameters by the Drug Testing Laboratory for submission of technical report/s to relevant forum/quarters for the needful.
5. To fulfill the relevant clauses of the contract agreement (Bid Form-6 of these BSDs) for testing of supplied goods, all the successful bidders for Drugs/Medicine, Surgical Disposables, Medical Devices falling under the Drugs Act 1976, may be requested to providetotheProcuring Agency,theTestingMethod/sand Lab.protocolstotesttheirquoted item/s in the Drugs Testing Laboratory.
6. Any other appropriate method/arrangements may be adopted by the Technical Evaluation Committee and/or end user of the MTI ATH to assess and/or assure the quality of goods being purchased and/or supplied to the Procuring Agency.
7. The application fee charges Rs.……………………are collected to carry out the purpose of soliciting the biddingdocumentsas the same isconsidered as fee not only consideringthe cost of the documents but to achieve multiple steps relatingto the procurement process including the product wise evaluationofthefirms,technical&performanceevaluationofthedisposableitemsby the MTI ATH Experts/end user/s (physicians, surgeons, etc.) and quality assurance parameters/specifications through chemical analysis in adherencetothe standardspecificationoftheofferbid as per provision of The Drugs Act 1976 and the rules frame thereunder.

**GCC 8.2:**The physical inspection and random sampling for DTL testing/analysis of approved items, shall be conducted to conform to the laid down specifications, on the premises of purchasing entity, at the point of delivery, and/or at the Goods’ final destination, for ascertaining the quality and quantity.Moreover, thecost/fee ofthetest analysis for samples ofthe item/s (approved by the Purchase Committee), supplied in response to the purchase orders issued, shallbepaidbythebidder(s).Thein chargeDrugTestingLaboratoryshallcalculate thefeeofthetestsonthebasisoftimespent, reagents/chemicals, etc., used for theconductoftest/analysis performedforthequalityassessmentofsamplesofthesaiditems.

1. **Packing(GCCClause9)**

Thesuccessfulbiddershallmakesuppliesofquoteditem/sinaccordancewiththefollowing:

1. ProvisionscontainedintheGCCClause9ofthese BSDs;and
2. Relevant clauses of contract agreement of the MTI ATH Abbottabad with the Supplier/s (Bid Form-6 of these BSDs – Rate Contract Agreement); and
3. In case of item/s falling in the category of drugs/medicines, the immediate container of drug/medicine shallcomply withtheofficial monographrequirements,assubmitted bythe bidder to the DRAP with the dossier at the time of registration of the said quoted item/s with the DRAP in accordance with applicable provisions contained in the prevailing laws and rules.
4. **DeliveryandDocuments(GCCClause 10)**

**ApplicableDeliveryMode***:*DeliveredDutyPaid(DDP)aspercontractagreementofthesuccessful bidder with the Procuring Agency.

TheSuppliershallprovidethefollowingdocumentstotheProcuringAgency:

1. CopiesoftheSupplier’sinvoiceshowing goods’description,quantity,unitprice,andtotalamount.
2. Usualtransportdocumentswhichthebuyermayrequiretotakethegoods.
3. Manufacturer’s/Importer'sprescribedwarrantycertificate as Drugs Act 1976.

The supplier shall be responsible to transport the item/s in a manner that the appropriate and required storage temperature is continuously and properly maintained during transportation from supplier till delivery to the ProcuringAgency. In case of item/s requiring the maintenance of cold chain, the suppliershallbeunderobligationtoprovidevalidandappropriateevidencetotheProcuringAgencyto the effect thatendtoendcoldchainofthesupplieditem/shasadequatelybeenmaintainedduringtransportationofthesaid item/s to the ProcuringAgency.

1. **Insurance(GCCClause11)**

GCC11.1—TheGoodssuppliedundertheContractshallbedelivereddutypaid(DDP) underwhichrisk istransferredtothebuyerafterhavingbeendelivered,henceinsurancecoverageissellers’responsibility. SincetheInsuranceisseller’sresponsibility,theymay arrange appropriate coverage.

1. **IncidentalServices(GCCClause13)Notapplicable.**
2. **SpareParts(GCCClause14)Not Applicable.**
3. **Warranty(GCCClause15)**

For goods belonging to the categories of Drugs/Medicines, Medical Devices, Surgical Disposables and Cotton related materials, and falling under the Drugs Act 1976 and/or the DRAP Act-2012 and Rules framedthereunder,theSupplier,inadditiontothetermsandconditionsoftheRateContractAgreement with Procuring Agency (Bid Form-6), shall provide warranty to the ProcuringAgencyunder all the relevant Section/s of applicable government laws and rules.

IncaseofgoodsbelongingtothecategoriesofNDIs,theSupplierasperGCCClause15andtheclauses of Contract Agreement with the Procuring Agency (Bid Form-6), shall provide warranty to the ProcuringAgencyfor the duration as mentioned in GCC Clause-15 or till the expiry date of goods supplied, whichever is later.

1. **Payment(GCCClause16):**

GCCClause16aswellasunderthetermsandconditioninRateContractAgreement(BidForm-6)with the Procuring Agency.

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

1. **Prices(GCCClause17)**
   1. 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.
   2. IncaseofDrugs/Medicinesthebiddershallnotquotethepricemorethanthetradepriceofindividual quoted item/s.
   3. In case of Medical Devices, Surgical Disposables and NDIs, the bidder shall not quote the prices more thanthe prevailing market trade price ofthe quoted item/s for bulk purchases.
   4. The procuring agency may extend the duration for the framework contract to another year, extendable up to a maximum of three years; provided that every extension shall be approved by a committee, notified by the Hospital Director, to determine competitiveness and assess value for money as per the KPPRA Rules (31A) of 2014.
   5. Incaseofsinglecomplyingbid,theprocuringentitymayconcludetheprocurementcontractthrough negotiation on quality upgrades, mode and schedule of delivery or cost reduction. In case the bid priceisaboveengineerestimatesormarketanalysisreport,conductedbytheprocuringentity,after due diligence, in such eventuality, the successful bidder shall be asked to match that price in order toprotectpublicinterestandtoensuregeneralprincipleoftimelinesforprocurementasenunciated in section 3 of the Act as per the KPPRA Rules (42A) of 2014.
2. **LiquidatedDamages(GCCClause23)**

AsinrelevantclausesoftheRateContract Agreement signedbythe Supplier withtheProcuring Agency.

1. **DisputesResolution(GCCClause 28)**

The dispute resolution mechanism to be applied will be pursuant to relevant clauses of Rate ContractAgreement (Bid Form-6) between the Supplier and the Procuring Agency.Ifatallrequired,thejurisdictionofCourtshallbeof Abbottabad.

1. **GoverningLanguage(GCCClause29)**

TheGoverningLanguageshallbe:**English.**

Forvariousitem/srelatedtodrug/medicinecategory,thelanguageofofficialMonographofthequoted drug/medicine item/s, asregistered withthe DRAP, shall be acceptable for the bidding process.

1. **ApplicableLaw(GCCClause30)**

TheContractshallbeinterpretedinaccordancewithalltherelevantlawsofIslamicRepublicofPakistan which include, but not limited to, the following legislations:

1. TheKPPRAAct,2012.
2. TheKPPRARules,2014.
3. TheDrugsAct,1976andRulesframedthereunder.
4. TheDRAPAct,2012andRulesframedthereunder.
5. The General Financial Rules of the Government of Khyber Pakhtunkhwa and alltherelevant laws,rulesandregulationspertainingtobudgetingandfinancial management of public funds.
6. TheEmploymentofChildren(ECA)Act,1991.
7. TheBondedLaborSystem(Abolition)Act,of1992.
8. TheFactoriesAct,1934
9. TheContractAct, 1872
10. TheCompaniesOrdinance,1984/amendedCompaniesAct,2017
11. **Notices(GCCClause31)**

GCC31.1—ProcuringAgencyaddressfornoticepurposes:

**OfficeoftheHospital Director** Medical Teaching Institution, Ayub Teaching Hospital (MTI ATH), Main Mansehra Road, MandianAbbottabad, Khyber Pakhtunkhwa, Pakistan

Tel:0992-9311154**,**

0992-9311155

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

**Supplier’saddressfornoticepurposes:** Asmentionedintheirbiddingdocuments

1. **Duties&Taxes(GCCclause32)**

TheUnitpricequotedbythebiddershallbe:**inclusive**ofallapplicabledutiesand taxes.

**LIST OF REQUIREMENTS (Separate List attached in the bidding documents**

### SectionV.TechnicalSpecifications

**TechnicalEvaluationCriteriaforEVALUATION OF BIDDERS FOR PAKISTAN BAIT-AL-MAL SPECIALIZED ITEMS FOR FINANCIAL YEAR 2024-25**

**(MaximumAllocableMarksScoreforTechnicalEvaluation=70Marks)**

***NOTE:***

***Minimum qualifying score for Technical evaluation is 70% i-e .49 marks in technical proposal. Total Allocable marks in financial proposal=30***

***Total combined allocable score for individual bids + Marks obtained in Technical Evaluation + Marks obtained in financial Evaluation=100***

1. **SYSTEM BREAKING / DISQUALIFICATION POINTS IN TECHNICAL EVALUATION CRITERIA:**
   1. These system breaking/disqualification points mentioned in this section are in additiontotheprovisionofmandatorydocuments, aselaboratedin BidCoverSheet (**Bid Form-1**).
   2. Duringtechnical evaluation ofthequoted bids, biddersmaystanddisqualified ifthe Technical Evaluation Committee for bids evaluation find and declare any of the shortcoming/s related to the documents regardless of completion/ fulfillmentorotherwiseofanytermsandconditions,criteriaand/orcodalformalities.
   3. Thetechnical&financialevaluationsystemforMTI ATH AbbottabadbidsfortheFY2024-25 comprisesdifferentevaluationproformas(SectionV.TechnicalSpecifications) each having system breaking points and non-compliance of any of these system breaking parameters on part of bidder shall lead to disqualification of firm and/or quoted item/s, whatever the case may be.
   4. Further details of system breaking points/issues for various categories of items are as follows:

###### ManufacturerofGeneralDrugs/Medicines,I/VFluids,PowderedInjectable Drugs,

###### and Biological Products:

* + - 1. Availability of calibrated equipment for analysis of quoted items along with validated methods of testing of the quoted items and adherence to good laboratory practices (GLP) in all labs + Functional Stability Chamber(BothAcceleratedandRealTime)(asinScheduleBofDRAP) (attested documentary proof must be provided, as non- availability or non-provision of documentary proof for adherencetoGLPasperSchedule-Bshallleadtodisqualificationofthe firm).
      2. Raw material, In-process and Finished good storage (as in Schedule B ofDRAP)(attested documentary proof to be evaluated by the TEC MTI ATH). Non provision of documentary proof for adherence to GSP shall lead to disqualification of the firm.
      3. Adherence to cGMP guidelines (as in Schedule-B of DRAP), in area/ section of the quoted product (s). Documentary evidence is mandatory and Non-compliance/non-provision of documentary proof for adherence to the cGMP guidelines shall lead to the disqualification of the firm.
      4. Adequateavailabilityofqualified&relevantHumanResourceasperthe requirementsmentionedinSchedule-BofDRAP(Certifiedbythesenior executive of the firm (mandatory documentary proof must be provided,Non-provision of the sameshallleadtodisqualificationofthefirm).
      5. Availability of Functional and validated HVAC, with all relevant equipment,testing,logs. (Documentary proof is mandatory). Non-availability or non-provision of documentary evidence of the HVAC system and/or testing and/or logs, shall lead to Disqualification of the relevant section/firm.

###### Importers of General Drugs/Medicines, I/V Fluids, Powdered Injectable

###### Drugs and Biological Products:

* + - 1. ValidcGMP/CertificateofPharmaceuticalProduct(COPP)/Certificate of Medicinal Product (COMP) of the Principal Manufacturer for the quoteditem/s as issued byrelevant authorityofthecountryoforigin of the quoted imported good/s, in case of CE Mark/Quality assurance certificate/Quality Control Certificate ofthePrincipalManufacturer for the quoted item/s.
      2. Availabilityofrequired amount of inventory as per Technical evaluation proformaofthetotalimportofthequoted item/s during last one year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the TEC MTI ATH Committee of experts).

Documentary proof of stock availability as per required amount mentioned in the Technical evaluation profroma is mandatory. Nonavailability/non provisionofthedocumentary proof of requiredstockinventoryby the importer may lead to disqualification of the quoted item/s/firm).

* + - 1. Adherence to Good storage practices (GSP) for storage of finished goods.FunctionalandeffectiveAir-conditioning&VentilationSystem and effective cold chain (thermo-labile drugs). Nonadherence to GSP, as per documentary proof submitted with the bid and evaluated by the TEC MTI ATH at the time of Technical evaluation, may lead to Disqualification of the firm.
      2. Adequate availability of qualified, (Presence of Category-A Pharmacist/s is/are mandatory), & relevant Human Resource (Documentary proof must be certified by the Senior executive of the firm must be submitted with the bidding documents & evaluated by the TEC MTI ATH MCC at the time of Bid evaluation. Non-compliance to this parameter may lead to disqualification of the firm).
      3. Valid Free Sale Certificate for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s. Non provision of this document may lead to disqualification of the firm.
      4. Valid cGMP and Free sale certificates for the quoted item/s, and be attested by the Senior Executive of the firm,must be provided in the bidding documents to be evaluated by the TEC MTI ATH at the time of bid evaluation.

###### Manufacturer/s of Medical Devices, Surgical Disposables and Sutures (excluding Cardiac Stents):

* + - 1. ValidcGMP certificateissued byDRAP.
      2. Documentary proof (as per Technical Evaluation Proforma) of Adherence to the Good Storage practices (GSP) for raw material, in- process and Finished Goods.Non-provision of the documentary proof of adherenceto/GSPmayleadtodisqualificationofthefirm.
      3. Adherence to Current Good Manufacturing Practices (cGMP) in line withtheDRAPregulations.(Documentary proof tobesubmitted with the bidding documents for evaluationbytheTEC MTI ATH. Non-provisionof documentary proof for adherence to the cGMP maylead to disqualification of the firm)
      4. Documentary proof of availability of, Functional and validated HVAC, with all relevant equipment,testing,andlogs. Non-provision of attested documentary proofmay lead to Disqualification of the relevant firm.
      5. Adequate availability of qualified & relevant Human Resource as per therequirementslaiddowninDRAPregulations. (Documentary proof to be Certified/attestedbytheSenior Executive of the firm & the evaluated by TEC MTI ATH. Failure to provide documentary evidence may lead to disqualification of the firm).
      6. Samples of devices will be tested and evaluated by the notified Committee of Experts/End User/s/ and/or Drugs Testing Laboratory and the quoteditem/smaybedisqualifiedforfurthercompetitiononthereport/s of these entities.

###### Importer/s of Medical Devices, Surgical Disposables and Sutures (excluding Cardiac Stents):

* + - 1. ValidcGMP/CertificateofPharmaceuticalProduct(COPP)/Certificate of Medicinal Product (COMP) of the Principal Manufacturer for the quoteditem/s as issued byrelevant authorityofthecountryoforigin of the quoted imported good/s. Nonprovisionof the certificate may lead to disqualification of the firm.

(In case of non-applicability of the above-mentioned certificates for Adhesive Tape (Non Sterile) only, provision of EC-Declaration of conformityfromtheprincipalmanufacturerof the countryoforigininPakistanis mandatory).

* + - 1. Documentary proof of availabilityofminimuminventoryas specified in Technical evaluation proformaofthetotalimportofthequoted item/s during last one year (certificate to the effect duly signed by the Senior Executive of the firm & evaluated by the TEC MTI ATH). Non availability of the minimum stock (as per submitted documents) by the importer may lead to disqualification of the quoted item/s/ firm).
      2. Documentary proof (as specified in technical evaluation proforma) of adherence to Good StoragePractices (GSP) for finished goods storage of the quoted item/s. Non-provision of documentary proof may lead to disqualification of the firm.
      3. Documentary proof of adequate availability of qualified (as per specification in the Technical evaluation proforma) staff(Presence of Category-A Pharmacist/sis/aremandatory),&relevantHumanResource(Certified by the senior executive of the firm & evaluated by TEC MTI ATH. Non-compliance to this parameter may lead to disqualification of the firm).
      4. ValidFreeSaleCertificateforthequoteditem/sasissuedbyrelevantauthority of the country of origin of the quoted imported good/s in the country of origin of the quoted good/s. Non provision of this document may lead to disqualification of the firm.
      5. Samples of devices will be tested and evaluated by the notified committee of Experts/End user/s/ and/or Drugs Testing Laboratory and the quoted item/s may be disqualified for further competition on the report/s of these entities.
      6. Documentary proof of Valid cGMP/Quality Control/Quality Assurance Certificate (attested from the embassy of the country of origin in Pakistan or Pakistani embassy in the country of origin) and Valid Free sale certificate for the quoted item/s duly attested by the Pakistani embassy in the country of origin of quoted item/s or embassy of the country of origininPakistanshallbeprovidedwith the bidding documents.

###### Manufacturer/sofCotton&Related Goods:

* + - 1. Documentary proof of Functional and effective Air-conditioning & Ventilation System as per the requirements laid down by DRAP (and evaluated by the TEC MTI ATH at thetimeofbid evaluation).Nonprovision of the said proof mayleadtodisqualificationofthesectionorfirm).
      2. Attested documentary proof adequateavailabilityofequipment/instrumentsinQClabsperforming relevantofficialtestsaswellascompliancetoGoodlaboratorypractices (GLP) in all Labs and Current Good Manufacturing Practices (cGMP) throughout the production facility. Non-provision of attested documentary proof of availability of adequate and appropriate equipment/instruments and non-compliance to GLP, cGMP may lead to disqualificationofthefirm.
      3. Documentary proof (as per Technical evaluation proforma) of appropriatestorageofrawmaterial,inprocessandfinishedgoodswith compliancetoGoodstoragepractices(GSP)(tobeevaluatedbytheTEC MTI ATH at the time of bid evaluation inspection). Noncompliance to the provision of required documentary proof to GSP may lead to disqualification of the relevant firm.
      4. Documentary proof of adequate availability of qualified & relevant Human Resource as per therequirementslaiddowninDRAPregulations. (Certifiedbythesenior executive of the firm & evaluated by TEC MTI ATH may lead to disqualification of the section/s or firm).
      5. Samples of devices will be tested and evaluated by the notified committee of expert’s/end user/s and/or the Drugs Testing Laboratory and the quoted item/s may be disqualified for further competition on the report/s of these entities.

###### Importer/sof Cotton&Related Goods:

* + - 1. Attested andValidcGMP/CertificateofPharmaceuticalProduct(COPP)/Certificate of Medicinal Product (COMP) of the Principal Manufacturer for the quoteditem/s as issued byrelevant authorityofthecountryoforigin of the quoted imported good/s. Certificate oncompany'sownletterheadshallnotbeacceptable.Nonprovisionof the certificate may lead to disqualification of the firm.
      2. Attested documentary proof of availabilityofminimuminventory (as specified in Technical evaluation proforma)ofthetotalimportofthequoted item/s during last one year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the TEC MTI ATH). Non-provision of thedocumentary proof of availability of the required inventory at the warehouse at the time of bid submission of the importer, may lead to disqualification of the quoted item/s/firm).
      3. Attested documentary proof of adherence to Good StoragePractices (GSP) as specified in technical evaluation proforma for finished goods storage of the quoted item/s. Nonprovision ofdocumentary proof of adherence to the GSP, as evaluated by the TEC MTI ATH may lead to Disqualification of the firm.
      4. Attested documentary proof of adequate availability of qualified & relevant Human Resource (PresenceofCategory-APharmacist/sis/aremandatory)(The qualified & relevant Human Resource must be certifiedbythe Senior executive of the firm & evaluated/by the TEC MTI ATH. Non-compliance to this parameter may lead to disqualification of the firm).
      5. Attested and Valid Free Sale Certificate for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s. Non provision of this document may lead to disqualification of the firm.
      6. Samples of devices will be tested and evaluated by the committee of expert’s/end user/s and/or the Drugs Testing Laboratory and the quoted item/s may be disqualified for further competition on the report/s of these entities.
      7. Attestedand valid cGMP/Quality Control/CE Mark/Quality Assurance Certificate/COPP/COMP, and Free sale certificate for the quoted item/s shall be provided in the bidding documents at the time of bid submission.

###### ManufacturersofNon-DrugItems:

* + - 1. Documentary proof (as per Technical evaluation proforma) of adherence to the Good Storage practices (GSP) for rawmaterial, In-process and Finished Goods (as evaluated by the TEC MTI TH). Non-provision of the documentary proof of adherence to the GSP may lead to disqualification of the firm.
      2. Documentary proof of adherence to the Good ManufacturingPractices(cGMP) inline withthe DRAP regulations(to be evaluated by the TEC MTI ATH).
      3. Documentary proof of adherence to Current Good Manufacturing Practices in line with the DRAPregulations (to be evaluated by the TEC MTI ATH).
      4. Documentary proof of availability of the functional and validated HVAC, with all relevant equipment, testing, and logs. (As evaluated by the TEC MTI ATH at the time of bid evaluation). Non-provision of the documentary proof may lead to Disqualification of the relevant firm.
      5. Documentary proof of adequate availability of qualified & relevant Human Resource as per therequirementslaiddowninDRAPregulations. (Certifiedbythesenior executive of the firm &the documents to be evaluated by TEC MTI TH at the time of bid evaluation. Non-provision of the documentary proof may lead to Disqualification of the relevant firm.
      6. Samples of devices will be tested and evaluated by the notified committee of expert’s/end user/s and/or the Drugs Testing Laboratory and the quoted item/s may be disqualified for further competition on the report/s of these entities.

###### Importer/sofNon-DrugItems:

* + - 1. Attested and ValidcGMP/CertificateofPharmaceuticalProduct(COPP)/Certificate of Medicinal Product (COMP) of the Principal Manufacturer for the quoteditem/s as issued byrelevant authorityofthecountryoforigin of the quoted imported good/s.
      2. Certificate oncompany'sownletterheadshallnotbeacceptable.Nonprovisionof the attested certificate shall lead to disqualification of the firm.

(In case of non-applicability of the above-mentioned certificates for ExaminationGloves(Non-Sterile)only,provisionofEC-Declarationof conformity from the principal manufacturer of the countryoforigininPakistanorPakistaniEmbassy/High Commission/ Consulate (as the case may be) in the country of origin of the quotedgood/s is mandatory).

* + - 1. Documentary proof of availabilityofrequired inventory(as specified in Technical evaluation proforma) ofthetotalimportofthequoted item/s during last one year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the TEC MTI ATH). Non provision of documentary proof of availabilityof the required inventory at the time of bid submission of the importer, may lead to disqualification of the quoted item/s and/or firm.
      2. Documentary proof of adherence (as specified in Technical evaluation proforma) to the Good StoragePractices (GSP) for finished goods storage of the quoted item/s. Non-provision of documentary proof of adherence to the GSP, as evaluated by the TEC MTI ATH at the time of bid evaluation, may lead to Disqualification of the firm.
      3. Documentary proof of adequate availability of qualified & relevant Human Resource (presence of Category-A pharmacist/s is/are mandatory) as per the requirements laid down in DRAP regulations. (Documents to be certified by the senior executive ofthe firm& evaluated by the TEC MTI ATH at thetime of bid evaluation) mayleadtodisqualificationof the firm.
      4. Attested and Valid Free Sale Certificate for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s. Non provision of this document may lead to disqualification of the firm.
      5. Samplesofdeviceswillbetestedbythenotified committee of Experts/enduser/sand the quoted item/s may be disqualified for further competition on the report/s of these entities.
      6. Attested and Valid cGMP/Quality Control Certificate/Quality Assurance Certificate/Certificate of Pharmaceutical Product (COPP)/ Certificate of Medicinal Product (COMP) of the Principal Manufacturer. Attested and Valid Free sale certificate for the quoted item/s.

###### Importer/sof MedicalDevices(CardiacStents)

* 1. ValidcGMP/CertificateofPharmaceuticalProduct(COPP)/Certificate of Medicinal Product (COMP) of the Principal Manufacturer for the quoteditem/s as issuedbyrelevant authorityofthecountryoforigin of the quoted imported good/s, in case of CE Mark / Quality assurance certificate/Quality Control Certificate ofthePrincipalManufacturer for the quoted item/s, shall be issued by conformity assessment bodies enlistedinNANDOdatabaseundertherelevantEuropeanDirectivefor medical devices of European Union (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin/orcertificateissuingcountry,inPakistanorPakistaniEmbassy/ High Commission / Consulate (as the case may be) in the country of origin / or certificate issuing country of the quoted good/s). Certificate oncompany'sownletterheadshallnotbeacceptable.Nonprovisionof the certificate shall lead to disqualification of the firm.
  2. Valid certification of US Food and Drug Administration (US FDA) of quoted item/s &Valid permission for sale/import of the quoted item/s in the US market (duly attested by senior executive of the firm).Non-provision of any of these certificates shall lead to disqualification of the quoted item/s.
  3. Documentary proof of availabilityofrequiredinventory(as per Technical evaluation proforma) ofthetotalimportofthequoted item/s during last one year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the TEC MTI ATH). Non-provision of documentary proof of availability of the required inventory at the warehouse at the time of bid submission of the importer may lead to the disqualification of the quoted item/s/ firm.
  4. Documentary proof of adherence (as per specification of the Technical evaluation proforma) to the Good StoragePractices (GSP) for finished goods storage of the quoted item/s. Non-provision of the documentary proof of adherence to GSP, as evaluated by the TEC MTI ATH at the time of bid evaluation may lead to Disqualification of the firm.
  5. Documentary proof (as per specification of the Technical evaluation proforma) of adequate availability of qualified, (Presence of Category-A Pharmacist/s is/are mandatory), & relevant Human Resource. (Documents to be certified by the senior executive of the firm & evaluated by the TEC MTI ATH at the time of bid evaluation). Non-provision of the documentary proof may lead to disqualification of the firm.
  6. Valid Free Sale Certificate for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s (duly attested from the Embassy / High Commission / Consulate (as the case maybe)ofthecountryoforigininPakistanorPakistaniEmbassy/High Commission/Consulate(asthecasemaybe)inthecountryoforiginof thequotedgood/s).Nonprovisionofthisdocumentshallleadto disqualificationofthefirm.
  7. Samples of devices will be tested and evaluated by the notified committee of expert’s/end user/s and/or the Drugs Testing Laboratory and the quoted item/s may be disqualified for further competition on the report/s of these entities.
  8. ValidcGMP/CEMark/QualityControl/QualityAssuranceCertificate ofthePrincipalManufacturerforthequoteditem/sasissuedbyrelevant authority of the country of origin of the quoted imported good/s (duly attested from the Embassy/High Commission/ Consulate (as the case maybe)ofthecountryoforigininPakistanorPakistaniEmbassy/High Commission/Consulate(asthecasemaybe)inthecountryoforiginof the quoted good/s). Valid Free sale certificate for the quoted item/s duly attested by the Pakistani embassy in the country of origin of quoted item/s or embassy of the country of origin inPakistan, and attested Valid permission ofsaleorimport ofquoteditem/s for saleintheUSopenmarketshallbesubmitted in the bidding documents at the time of bid submission.

**Section V. Technical Specifications (Continued)FinancialEvaluationandScoringSystemforBids (Maximum Allocable Marks Score = 30 marks)**

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

TotalAllocablemarksforTechnicalProposal=70 Total Allocable marks in Financial Proposal = 30

TotalCombinedAllocableScoreforindividualbids=MarksobtainedinTechnicalEvaluation

+MarksobtainedinFinancialEvaluation=100

ScoringMethodology:

Contract will be awarded to the best evaluated firm whose product ranks highest in the Combined EvaluationscoringcalculatedthroughtheMarksawardedtoTechnicalProposalandFinancialProposalas stated in the Bid Data Sheet of these BSDs.

The EvaluationMethodologyis acombinationof non-pricefactors (in Technical Criteria) andpricefactor (in Financial Criteria); and each having points as elaborated in the evaluation proformas provided in these BSDs.

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

**Procedure for the Marks Scoring:** Marks will be awarded or otherwise for various technical parameters toeachquotedproductbasedontheprescribedTechnicalandFinancialcriteria.Thetotalcombinedmarks will determine the highest-ranking product in each product category for contract award.

Theformulatocalculatethemarksforthepricebythebiddersotherthanlowestbidderisgiven below:

FinancialEvaluationScoreofindividualquotedProduct:

=[LowestquotedPriceoftheitem **÷**NexthigherproposedPriceofthecompetingitem] **x**Total allocable financial score

***SolvedExampleofFinancialScoring:***

* IfthelowestquotedpriceofanitemisRs.72/-,thesamelowestbidderwillobtainscoreas below:

=[72**÷**72]x30

=30marks,beingthelowestbidderforthequoteditem.

* IfthenexthigherquotedpriceofthesameitemisRs.100/-,themarksobtainedwillbe:

=[72 ÷ 100]x30 =21.60Marks

* IfthenexthigherquotedpriceofthesameitemisRs.110/-,themarksobtainedwillbe:

- =[72÷ 110]x30=19.36Marksandsoon.

**ALLTECHNICALEVALAUTIONPROFORMASAREAVAILABLEONTHE OFFICALWEBSITESOFKPPRA(**[**www.kppra.gov.pk**](http://www.kppra.gov.pk)**)ANDMTI ATH ABBOTTABAD** [**https://ath.gov.pk/**](https://ath.gov.pk/)

##### SectionVI.SampleForms

**MANDATORYSTANDARDFORMS(1to5) BID FORM 1: BID COVER SHEET**

**BID FORM 2: LETTEROFINTENTION BID FORM 3: AFFIDAVIT**

**BIDFORM4: PRICESCHEDULEFORMATFOR FINANCIALBID**

(Tobesubmittedinseparatesealed envelope)

**BID FORM 5: INTEGRITYPACT BIDFORM6: CODE OF ETHICS**

**BIDFORM7: CONTRACT AGREEMENT**

(Forinformationonly,shallbesigned bythesuccessfulbidders only)

**BIDFORM8: BANKGUARANTEE (SPECIMEN)**

### BidForm-1

**BIDCOVERSHEET**

**MandatoryGeneralInformationofApplicantFirm**

**NOTE:Complete filling of this form along with the provision of all requisite information is mandatory.Missingornotprovidinganyoftherequisiteinformationmayleadtodisqualificationofthebidder/s from the bidding competition without any correspondence. Any appeal from bidder/s, forwhatsoeverreasons,shall not be entertainedinsuchacase.**

|  |  |  |
| --- | --- | --- |
| **S.No.** | **Nameofthe Bidding Firm**: |  |
| **1.** | Pleaseindicatewhetherthefirmis:   1. Manufacturer,or 2. Importer,or 3. Both;ManufactureraswellasImporterFor various MTI ATH formulary items offered for this bidding competition. |  |
| **2.** | Please indicate out of the following category/ies, under which the Firm is applying for bidding:   1. Generalmedicines 2. I/VFluids 3. Biologicaldrugs 4. Medical devices including SurgicalDisposables, Cotton & related goods, gauze, adhesive tapes, bandages, etc., but excluding cardiac stents 5. CardiacStents 6. Nondrugitems(NDIs). |  |
| **3.** | Please provide names, attested copies of CNICs, two recent attested photographs, valid street addresses in Pakistan, all working landline, mobile phone numbersand valid email address of the following:   1. Owner/ProprietoroftheFirm;and 2. ManagingDirector/CEOoftheFirm;and 3. Focal person should be an employee of the firm/bidder officially authorized for day to day official correspondence/communication if required with the procuring agency along with valid mobile number and email ID   2. Please provide clear, legible and visible attested photocopies of all the valid requisite items mentioned items) |  |
| **4.** | Pleaseprovidethefollowingvalidinformation regarding applicant Firm:   1. Completestreetaddressofthe:    1. HeadOffice    2. Mainwarehouse;and 2. Valid & working official Landline Phone and Fax Numbers; and 3. Valid Mobile phone number/s of the Focal Person registered which should be registered on his/herCNIC No. and name; and 4. Valid and functional Email address of the firm forall correspondence; and 5. OfficialWebsiteaddress/es. |  |

|  |  |
| --- | --- |
| 5. | 1. Please provide, in original, the bids security instrument amounting to Rupees **Amount in words**only (**Amount in figures/-**) intheshapeof CallDepositReceipt(CDR)/BankGuaranteeinthenameof theDirector GeneralHealthServices,KhyberPakhtunkhwa,alongwiththeFinancialProposalinthesealedenvelope, from ascheduled Bank of Pakistan. Ordinary crossed or open Cheques shall notbeacceptableas Bids security. 2. **Note:** Please also provide an attested photocopy of the same bids security document in the sealed envelope of technical proposal.   **Incaseofprovisionofwrongcontactinformation(address,email,phoneetc.)bythebidder,leadingto anymiscommunicationordelayinthetimely/effectiveinformation/correspondencebetweenthebidderandtheprocuringentityinthebiddingprocessparticularlyandprocurementcycleingeneralshallhave no responsibility on the Procuring entity.** |
| 6. | PleaseprovideattestedcopiesofthefollowingTaxrelatedvaliddocuments:   1. NationalTaxNumber(NTN)oftheFirmforIncomeTax,and 2. LastyearIncomeTaxReturnoftheFirm;and 3. SaleTaxRegistrationCertificateoftheFirm;and 4. CertificateofProfessionalTaxoftheFirm. |
| 7. | IncaseofbeingaManufacturer,theFirmshouldprovideattestedcopiesofthefollowingdocumentsalso:   1. ValidDrugsManufacturingLicenseissuedbytheDrugsRegulatoryAuthorityofPakistan(DRAP);and 2. ValidProductRegistrationCertificateissuedbytheDRAPfortheitem/squotedbytheFirmforthisbidding competition. 3. Valid cGMP certificate issuedbyDRAPor cGMP inspection reportby theDRAP(only quoted products of the Section (s) shall be considered whose GMP Inspection Report is declared satisfactoryand/or which are mentioned in theGMPCertificate). Satisfactoryinspection report of thearea Federal Inspectorof Drugs (FID)dulysigned by him/her on the original inspection book of the manufacturer. Copies of the cGMP inspection report shall not be considered moreover routine inspections carried out by the FID shall not fulfill this requirement and only the inspections carried out for issuance of cGMP certificate shall be considered (Application of Renewal of cGMP along with copyof the fee challan shall be submitted along with the bidding documents with the cGMP inspection report). 4. Valid**DRAPApprovedPriceList**ofthequoteditem/s. |
| 8. | IncaseofbeingImporters,theFirmshouldprovideattestedcopiesofthefollowingdocumentsalso:   1. ValidDrugsSalesLicensefortheimporter;and 2. Valid Product Registration Certificate issued by the DRAPfor the imported item/s quoted by the Firm for thisbidding competition; and 3. ValidAgencyAgreementwiththeForeignPrincipalManufacturerentity/ies;and 4. Attested and Valid cGMP/ Certificate of Pharmaceutical Product (COPP)/ Certificate of Medicinal Product (COMP) of the PrincipalManufacturerforthequoteditem/sasissuedbyrelevantauthorityofthecountryoforiginofthe quoted imported good/s, in case of CE Mark / Quality assurance certificate/Quality Control Certificate of the PrincipalManufacturer for thequoteditem/s. Certificate on company's own letter head shallnotbeacceptable.**Nonprovisionoftherelevant certificatesmayleadtodisqualificationofthefirm**.(Incase of Non-applicability of the above mentioned certificates for Examination Gloves (Non Sterile) and AdhesiveTapes (Non Sterile) only, provision of EC-Declaration of conformity from the principal manufacturer 5. AttestedValid Free Sale Certificate for the quoted item/s as issued by relevant authority of the country of origin of the quotedimportedgood/s. Nonprovisionofthe relevantdocument may lead todisqualificationof the firm; and 6. ValidPriceListofthequoteditems. 7. Establishment of Medical Device License issued by DRAP for the item/s quoted by the firm for bidding competition. 8. Forcardiacstents,provisionofthefollowingdocumentsismandatoryapartfromthosementionedinclausea & b above: |

|  |  |
| --- | --- |
|  | 1. ValidUS-FDAcertificateofthequoteditem/s;and 2. Validpermissionofsaleorimportofquoteditem/sforsaleintheUSopenmarket.   Note:Attested and ValidcGMP/QualityControlCertificate/CEMark/QualityAssuranceCertificate/COPP/COMPcertificate/sof the principal manufacturer of the quoted item/s and Valid Free Sale Certificate/s for the quoted item/s, as issued byrelevant authority of the country of origin of the quoted imported good/s. as elaborated in the relevant sectionoftheseBSDs,shallbesubmitted along with the bidding documents bythebidderatthetime ofbid submission.Failuretocomplywiththisinstructionmayleadtodisqualificationofthefirmforthequoteditem/s and/orfirm. |
| 9. | The bidding Firm shall also provide an Affidavit on Judicial Stamp Paper of the value of at least Rs. 100/- (Rs. One Hundred Only) for the following undertaking:   1. I/WehavecarefullyreadthewholesetofBidSolicitationDocumentsforthisbiddingcompetitionandthatI/Wehavefullyunderstoodandagreetoalltheprovisions(including,butnotlimitedto,thoseprovidedunder ITB11.5,16.1and29.1oftheBidDataSheet),termsandconditions,evaluationcriteria,mechanismof evaluation&selectionofitemsforwhichtheFirmhasappliedforcompetition;and   I/WefullyunderstandandagreethatthebiddingcompetitionforwhichI/Wehaveappliedtoenterin,shall bebasedonmerit-basedscoringsystemfortheevaluationoftechnicalbidswhichhasinverserelationshipwiththeratesquotedbythebiddersintheirfinancialbidssubmitted;andthatinthissituation,thelowestfinancial bid/s may or may not win the bidding competition; and   1. I/weguaranteethatthequoteddrug/medicine,surgicaldisposables,medicaldevicesandnon-drugitemsare, and shall be, freely available in the market of Pakistan; and particularly in the market of Khyber Pakhtunkhwa provinceand/oravailableinpublicandprivatesectorhealthfacility(ies);and 2. I / We shall provide to the inspection team/s of expert/s authorized for the purpose by theDirectorate GeneralHealthServicesKhyberPakhtunkhwa;anuninterruptedandfreeaccesstoallrelevantdocuments,sectionsof the manufacturing facilities / unit, storage and warehousing facilities as well as any other area relevant, as deemed appropriatebytheabove-mentionedteamfortheirpurposeofvisit/s. 3. In case of any collusive, coercive, corrupt, obstructive, fraudulent practices and/or any act of misconduct by the bidding firm/focal person, in this bidding competition in relation to the decision making by the procuring entity (Notified Technical Evaluation Committee, and/or Purchase Committee MTI ATH),shallbeliabletobeproceededunder KPPRAAct2012,Rulesframedthereunder ATH Manual of Blacklisting,and/orforfeitureofthebidsecurity/performanceguarantee of the bidding firm, and / or any other lawful action as deemed appropriate by the MTI ATH /Government of Khyber Pakhtunkhwa, including that to be taken up with the DRAP or any other body / entity of the Federal Government; and 4. I / We have fully understood that the medical devices and items in thecategories of cotton, bandages, adhesive tapes, etc. including other non-drug items shall be evaluated / examined by notified committee of expert/s/end user/s, Technical Evaluation Committee / Purchase Committee MTI ATH Abbottabad at its solediscretion; and that the Firm shallfully agree and abide by the decision / opinion, whatsoever, of the saidexpert/s regarding the selection, or otherwise, of the quoted item/s for purchase / rate contracting. 5. I/Wealsoundertakethatsubmissionofanyfalse/bogus/fake/forged/fabricated/tampereddocumentshalllead to disqualification of our firm from this bidding competition as well as to other lawful action/s to be taken by the concerned authorities. 6. I / We have fully understood that no such documents shall be entertained by the Procuring Agency, which isissued after due date of Bid opening. |
| 10. | I certify and affirm that I have attached /provided all the requisite mandatory documents / information including Bids Security with this Bid and that I fully understand that any document if not provided / missing shall result in the disqualificationanddeclaringmybidasineligibleandthusnon-responsive.  **Signatures:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Name:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **CNIC No:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Designation:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

### BidForm-2

**Letterof Intention**

*BidRefNo.*

*DateoftheOpeningofBids*

*NameoftheContract:{Addname,e.g.,SupplyofDugsandMedicines,etc.}*

To:*[Name****andaddressofProcuringAgency]***

DearSir/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 supplyanddelivertheGoodsundertheabove-named Contractinfullconformitywiththesaidbidding documentsandattherates/unitpricesdescribedinthefinancialbidarenotmorethanthetradepriceof quoted item/s in the market.

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.

UntiltheformalfinalContractispreparedandexecutedbetweenus,thisbid,togetherwithyourwritten acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

Weunderstandthatyouarenotboundtoacceptthelowestoranybidyoumayreceive.

Weundertakethat,incompetingfor(and,iftheawardismadetous,inexecuting)theabovecontract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

Datedthi*s[insert:number****]***dayof*[insert:month****]***,*[insert:year].*

Signed:

Inthecapacityof *[insert:****titleorposition]***

Dulyauthorizedtosignthisbidforandonbehalfof*[insert:****nameofBidder]***

### BidForm-3

**AFFIDAVIT***(onJudicialStampPaper)*

I/We,theundersigned**[NameoftheSupplier]**herebysolemnlydeclareandundertakethat:

1. I/We,theundersigned,havereadthecontentsoftheBiddingDocumentandhavefully understood it.
2. TheBidbeingsubmittedbytheundersignedcomplies withtherequirements enunciatedinthe bidding documents.
3. TheGoodsthat I/We, the undersigned, proposetosupplyunderthiscontractareeligiblegoods within the meaning of this BSD.
4. TheundersignedarealsoeligibleBidderswithinthemeaningoftheBidSolicitation 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. TheundersignedarenotblacklistedorfacingdebarmentfromanyGovernment,oritsorganization or project.
8. Thatundersignedhasnotemployedanychildlaborintheorganization/unit.
9. WeunderstandthattheProcuringAgencyoranyofitscommitteesarenotboundtoacceptthe lowest or any other bid they may receive.

I/Weaffirmthatthecontentsofthisaffidavitarecorrecttothebestofmy/ourknowledgeandbelief.

**Signatureswithstamp**­­­­­­­­­:\_\_\_\_\_\_\_

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

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

**CNIC No. :** \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ForMessrs.[***NameofSupplier***]: \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### BidForm-4

**Note:*Thisformistobesubmittedinaseparatesealedenvelopetobekeptwithinthemainsealed envelope of the bid.***

###### PriceScheduleformatforFinancialBidof the MTI ATH Abbottabad FY2024-25

1. **IncaseofDrugs/Medicines,**theunitpriceofeachitemshallbequotedandsubmittedinthefollowingformat:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| S.No. | GenericName  with Strength and Dosage Form of quoted Drug/Medicine | Trade/Brand  Name ofquoted Drug/Medicine | Maximum  Retail Price (MRP)ofthe quoteditems | TradePrice  of quoted Drug / Medicine (Unitprice) | RateOfferedper unit in Pak. Rupees(Rs)for Quoted Drugs / Medicines. |
| 1 |  |  |  |  |  |

Note:Quotedpriceoftheitemsshallberoundeduptotwodecimalpoints.ForExample,Rs.72.72/.

1. **Incase of SurgicalDisposables,Medical Devices(Type1and2)(NDIs),**theunit priceof each itemshallbequotedand submitted in the following format:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| S.No. | Generic Name with sizes/measurementsof quoted item | Trade / Brand Nameof quoted item | Maximum Retail Price (MRP)ofthe quoted item | TradePrice of quoted item (Unit price) | Rate Offered per unit in Pak. Rupees(Rs)for thequoteditem |
| 1 |  |  |  |  |  |

**Note:Quotedpriceoftheitemsshallberoundeduptotwodecimalpoints.ForExample,Rs.72.72/-**

### BidForm-5

### INTEGRITYPACT*(onJudicialStampPaper)*

DeclarationofFees,CommissionandBrokerageEtc.PayablebySuppliersofDrugs/Medicines,Surgical Disposables, Medical Devices & Non Drugs Items for MTI ATH Abbottabad FY 2024-25

In response to advertisement related to the bidding process / competitionregarding purchase and supply of drugs,non-drugsandsurgicaldisposableitemsfor2024-25forMTI ATH Abbottabad,I,Mr./Ms.

S/o,d/o bearingCNIC No.

\_\_\_\_, and having theDesignationof \_\_\_\_\_\_\_\_ in Messrs. (M/S)[***NameofSupplier***]doherebysolemnlyaffirm,declareandcertifyonbehalfofM/S[***NameofSupplier***] that:

* 1. [***Name of Supplier***] has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by Government of KPK 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’sfeeorkickback,whetherdescribedasconsultationfeeor otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilegeorotherobligationorbenefitinwhatsoeverformfromGovernment of KPK,exceptthatwhichhasbeen 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 Government of KPK and has not taken any action or will not takeany action to circumventthe 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 Government of KPK under any law, contract or other instrument, be voidable at the option of Government of KPK; and
  5. That notwithstanding any rights and remedies exercised by Government of KPK in this regard, [***Name of Supplier***]agreestoindemnifyGovernment of KPKforanylossordamageincurredbyitonaccountofitscorrupt business practices and further pay compensation to Government 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 Government of KPK.

**Signatures with stampName: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**CNICNo.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ForMessrs.[*NameofSupplier*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

WitnessNo.1 WitnessNo.2

(Signatures,name,father'sname,CNIC&addressofeachWitness)

### BidForm-6

**DECLARATION/CODEOFETHICSFORTHEMEMBERSOFTHETECHNICAL EVALAUTION AND PURCHASECOMMITTEES**

**MTI ATH ABBOTTABAD**

In performing the operations as a member/s of the procurement committees of the bidding process/competition regarding purchase and supply of drugs, non-drugs and surgical disposable itemsfortheyear2024-25forthehealthfacilities/institutionsthroughDirectorateGeneralHealth Services, Khyber Pakhtunkhwa, Peshawar, I/We do hereby solemnly affirm, declare and certify that:

1. I/We shall perform my/our official duties in compliance with the approved BSDs, and the prevailing laws. When performing the operations of this procurement, the member shall act exclusively in the public interest and shall ensure equal treatment of the bidders/products.
2. I/We shall perform my/our activities with full diligence, honesty and to a high professional level, which shall be continuously upgraded.
3. I/We shall not be engaged in anyactivities that are contraryto the legitimate performance of my/our official duties, and I/We shall do everything to avoid situations and conduct that could impairtheinterestorthereputationoftheMTI ATH AbbottabadinwhichI/Weam/arenominated/employed.
4. When performing my/our official duties, as member/s of the procurement committees, I/We shall not be influenced by partiality for achieving certain results.
5. While performing specific tasks and deciding about the rights, the duties and the interests of the citizensand thelegal entities, I/We being member/softhe procurement committeesshall not be led by incorrect, unjustified or unreasonable assessment of the factual situation due to prejudice,realizationofambitionsforconflictofinterests,intimidationorthreatsbythesuperior memberoftheprocurementcommittees,theofficialmanagingthebodyinwhichthecivilservant is employed or by the persons affected by the respective act or decision and shall provide equal treatment to the bidders to ensure the realization of the rights and the legitimate interests of the bidders and the other entities.
6. I/We shall independently reach to the decisions and shall decide objectively on the basis of the facts of the case, taking into consideration only the legally relevant facts and acting without unnecessary delay.
7. I/We shall adhere to the appropriate procedure when performing the official duties within my/our competence, especially rejecting any pressure, even the one from my/our superiors.
8. I/We shall not use advantages arising from my/our status as member/s of the procurement committees nor shall I/We use the information acquired due to my/our position for my/our personalbenefit.My/our dutyshallbetoavoidanyconflictofinterests,aswellassituationsthat could lead to suspicion for conflict of interests.
9. I/We shall not consciously mislead the public or the other member/s of the procurement committees within the body.
10. I/We shall treat the information I/We acquired due to my/our position in the procurement process with the all necessary secrecy and shall provide appropriate information protection.
11. I/Weshallnotrepresentorexpressmy/ourpoliticalviewinperformingtheofficial duties.
12. I/Weshallnotletmy/ourpersonalfinancialinterest,ormy/our family,relatives,andfriends to be in conflict with my/our position and the status of authorization as member/s.
13. I/Weshallnotaskfornoraccept,formyself/ourselvesorforothers,gifts,services,assistance or any other benefit that could affect or that could seem to affect my/our decision/s for certain issues, or that could corrupt my/our professional approach towards certain issues in this bidding process.
14. I/We shall not accept gifts or gratitude that could be deemed as reward for those activities, the performance of which is my/our responsibility.
15. Dr. /Mr. /Ms. Designation
16. Dr. /Mr. /Ms. Designation
17. Dr. /Mr. /Ms. Designation
18. Dr. /Mr. /Ms. Designation
19. Dr. /Mr. /Ms. Designation
20. Dr. /Mr. /Ms. Designation
21. Dr. /Mr. /Ms. Designation
22. Dr. /Mr. /Ms. Designation
23. Dr. /Mr. /Ms. Designation
24. Dr. /Mr. /Ms. Designation

### BidForm-7

**MTI ATH ABBOTTABADRATECONTRACTAGREEMENT**

*(Forsuccessful bidders)*

**THIS RATE CONTRACT AGREEMENT** is made and agreed today on the \_\_\_\_\_\_\_\_day of **[Month],** 2024 between the Hospital Director MTI ATH Abbottabad, KPK, Pakistan *(hereinafter referred to as the Procuring Agency or first party, which expression shall, where the context admits, be deemed to include the successors and / or assignee/s of the Provincial Government of Khyber Pakhtunkhwa)*;andMessrs.[***NameofSupplier***]throughMr. Designation CNICNo. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, *(hereinafter referred to as the Supplier or second party or he or his or him, which expression, unless repugnanttothecontext,meansandincludestheirlegalheir/s,successors-in-interest,assignee/sand legal representative/s)* that:

**WHEREAS** the Procuring Agency has made a bidding competition under the approved Bid Solicitation Documents for the year 2024-25 *(hereinafter referred to as the BSDs)* approved for the selection and rate contracting of drugs/medicine, medical devices, surgical disposables and other non-drug items *(hereinafter referred to as goods)* for actual purchases of the selected and rate contracted goods to be made by the offices /officers of the MTI ATH Abbottabad *(hereinafter called the Procuring Agency);* and

**WHEREAS**theSupplierhaswonthebiddingcompetitionforselectedgoods,aslistedintheSchedule- 1 of this contract agreement; and

**WHEREAS** the Supplier declares that he is not a broker, middle-man, distributor or authorized dealer of, or acting on behalf of any entity or person, but himself a genuine Manufacturer and / or direct Importer of the goods for which he has won the bidding competition for supply of the same to the Procuring Agency, as defined in the BSD and

**WHEREAS**both the parties have agreed that the Procuring Agency shall purchase all, or some, or none of the goods, as of details given in the Schedule-1 of this Contract Agreement,fromthe Supplier atthesole discretionoftheProcuring Agencyinsubordinationtolaws and matters ancillary to the terms and conditions of theBSDs; and

**WHEREAS** the Supplier shall supplyallthegoodsorderedbytheProcuringAgencytothelatterinthequantityasmentionedinthe supplyordertobeissuedbytheProcuringAgencywithin the timeframe as mentioned in clause-22 of this contract agreement;

**Now,therefore,**boththepartiesherebymutuallyagreedtoenterintothiscontractagreementas under:

1. The Supplier agrees to take full responsibility of the validity and implications, that may arise in future, of declaration as submitted by him through an affidavit on judicial stamp paper along with theBid Form-1 of the BSDs along with his 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, in accordance with the clauses of this rate contract agreement as well as relevant laws, rules and regulations of the MTI ATH Abbottabad/Government of Khyber Pakhtunkhwa/KPPRA, as amended from time to time, to govern the situation/s.
2. The Supplier shall supply the ordered goods to the concerned ProcuringAgencyexactly at the addressoftheofficialpremisesas provided in the supply order issued to the Supplier.
3. The Supplier shall be solely responsible for the safe and appropriate method and mode of transportation, loading, unloading and staking of the supplied items till, and at the time of delivery to the destination address indicated by the Purchasing Agency in the district of its jurisdiction.
4. TheSuppliershallbesolelyresponsibleforanydamage,untowardincidence,maintenanceofrequiredtemperature (cold chain) andprotection from lightand other environmentalconditionsas wellasother hazardsthatmaypossiblyorpotentiallyaffectthesafety,quality,andefficacyofthesuppliedgoods till the time of delivery and the consequences arising therefrom, ifany.
5. The Supplier shall not claim or charge any transportation, loading/unloading, labor or any other charges,whatsoever,relatedtoorinthenameoflogistics,accidents,insurance,freight,tolltax,etc.
6. The Supplier shall supply all the goods in full conformity to the specifications as laid down in the BSDs.
7. TheProcuringAgencyshallarrangetoobtain randomizedsample/sof the supplied goods, as in the BSDs and belonging to the categories of drug/medicine, medical devices andsurgicaldisposablesthroughthenotifiedDrugInspector/sconcerned/privately through officers/officials of MTI ATHforsendingthesametothe concerned Drug Testing Laboratory for Test/ Analysis as provided in the Drugs Act 1976,DRAP Act 2012andrulesframethereunderaswellasprovisionsoftheBSDs,further subject to the following condition/s:
   1. ThesuppliedgoodsdeclaredincontraventiontoanyprovisionoftheDrugsAct1976,DRAP Act 2012and rules madethereunder, shall be re-supplied by the Supplier at his sole risk and cost and at no cost to the Procuring Agency, within 07 days from the date of intimation to the Supplier or his focal person, as nominated by the Supplier in the Bid Form-1ofhisbid submittedundertheBSDs,atsuchplaceastheProcuring Agency may direct in accordance with clause-2 of this contract agreement.
      1. TheProcuring Agencyshallarrangetoobtainsample/softhere-suppliedgoodsasinclause-7 (a) above, for the purpose of Test / Analysis as provided in the Drugs Act 1976, DRAP Act 2012 and rules made thereunder.
   2. Incaseofnon-supplyordelayedsupplyorpartial supplyofreplacementitems,asinclause-7 (a) above, the Supplier shall be liable for imposition of oneormorepenalties as provided in clause-22 of this contract agreement.
   3. Allthecontravenedstockofgoods,asinclause-7(a)above,ifseizedbytheauthoritiesshallbe the case property under the provisions contained in the Drugs Act, 1976 and the rules made thereunder.
   4. The supplier shall be responsible to make arrangements for appropriate storage and the matters ancillarytothesafecustodyoftheseizedcasepropertyasinclause-7(d)aboveathissolerisk, cost and responsibility with no claim, whatsoever, from MTI ATH Abbottabad, and/ortheDrugInspector.Thefirmwill alsoproducebatchwise cold chain data from the source of origin &thermos-log data from factory to warehouse for temperature sensitive drugs.
   5. In case the destruction of the seized stock, as in clause-7(d), (e) above, is required to be undertaken under the applicable laws and rules, all the costs involved in the execution of the decision and destruction, whatsoever, shall be solely borne by the supplier without any claim of any nature, whatsoever, from MTI ATH Abbottabad or Drug Inspector.
   6. Any of the item, as per clause-7 above, if initially declared to be in contravention with any provision of Drugs Act 1976, but later on declared as of standard quality by the concerned Appellate Drugs Testing Laboratory,shall be returned to the supplier by the MTI ATH Abbottabad/concerned Drug Inspector in a lawful manner.
   7. Thecost/feeofthe testanalysis forsamplesof theitem/s (approvedbythe Purchase Committee of MTI ATH Abbottabad), supplied in response to the purchase ordersissuedshallbepaidbythebidder(s).TheIn chargeDrugTestingLaboratoryshallcalculatethefeeof the tests on the basis of time spent, reagents/chemicals, etc., used for the conduct of test/analysis performedforthequalityassessmentofsamplesofthesaiditems.
8. Supplier shall supply to the MTI ATH the freshly manufactured goods having maximumpossiblelongexpirydateswiththeminimumremainingshelflifeofatleast65% in caseofimportedgoodsandatleast85%incaseoflocallymanufacturedgoodswithinPakistan.
9. TheSuppliershallhoistthelistofsuppliedgoodsonhisofficialwebsite,whileindicatingnameofitems, name of manufacturer/importer, Invoice No., warranty & date, RegistrationNo., Batch No., quantity, unit price and expiry date of the supplied goods along with the name of the MTI ATH Abbottabad.
10. In case of taking any action in contravention to any provision of the applicable law and rules, theSuppliershallrenderhimselfliabletosuchlawfulaction/sasdeemedappropriate andtaken against him under any or all the applicable law/s, rule/s of the Government of Khyber Pakhtunkhwa, terms and conditions of the BSDs and the clauses of this contract agreement.
11. The MTI ATH shall take lawful / legal action against the Supplier regarding non-supply, short supply, substituted supply, delayed supply or any other unlawful action/shortcoming, on the part of Supplier, pertaining to the Drugs Act 1976 or in the execution of this contractagreement, in accordance with the clauses of this contract agreement as well as relevant and applicable laws, rules and regulations of the MTI ATH Abbottabad/Government of Khyber Pakhtunkhwa, as amended from time totime, to govern suchlikesituation/s,whichmay,interalia,include butnotlimitedtoblacklisting, forfeiture of earnest money and performance guarantee, if any.
12. TheSupplieragreestothefollowingconditionsrelatedtopacking,packagingandlabelling of the goods to be supplied to MTI ATH Abbottabad under this contract agreement:
    1. Each item shall be supplied to MTI ATH Abbottabad in the packing and packaging unit as approvedandregisteredbythe DRAP. Thesuppliershallsupplyalltheunititemsbearing thewords**"MTI ATH ABBOTTABAD SUPPLY”**and**“NOT FOR SALE”** *in block letters and clearly visible manner* with indelibleink,onthelabel, outer packing of each individual unit item as well as on its outer carton/s.
    2. Thelabelsshallcomplywithalltherequirementsaslaiddown underthe Drugs Labelling and Packing Rules 1986. The strip / blister shall clearly indicate expiry date of the same medicine in a clear and legible manner.
    3. The goods shall be packed and transported to the MTI ATH Abbottabad in accordance with the provisions contained in the Bid Solicitation Documents.
    4. TheitemsrelatedtothecategoryofAbsorbentCotton/SurgicalGauze/CottonBandages/Crepebandage,etc.shallbesuppliedinstrictcompliancewiththeinstructionscontained inNotification No.F.6-6/2005-Reg-II (south)dated 13/9/2006of the then Federal Ministry of Health, Pakistan.
13. The MTI ATH or its representative shall have the right to inspect the manufacturing facilities, premises, warehouses, godowns, laboratories etc. at any time during the financial year 2024-25 /or till the execution of supply orders given under this contract agreement by the MTI ATH Abbottabad. If anything found in contravention of cGMP,cGSP, clauses of DrugsAct 1976, Or BSDs, orofthis Contract Agreement with the MTI ATH Abbottabad, or the shall have the sole right andauthoritytotakeanylawfulactionasdeemedappropriate,againsttheSupplierwhichmay include, but not limited to cancellation of supply order/ orders given to the Supplier by the PurchasingAgencyaswellasimpositionofpenalties,forfeitureofsuppliedstock,forfeitureof performanceguaranteeorearnestmoneyasthecasemaybe,stoppageorrecovery ofpayment made to the supplier as well as taking any other lawful action.
14. The Supplier agrees that the approved price of all individual items in Schedule-1 of this contract agreement, as quoted by him in the financial bid, shall remain valid up to June 30th, 2025 or till the finalization of next tender for FY 2025-26 (whichever is earlier).
15. As mentioned in Special Conditions of Contract, the bid security of **Rs. ………/-** from the Supplier as already received by the MTI ATH Abbottabad at the time of bids submission under GCC Clause15,shallberetainedbytheMTI ATH AbbottabadasPerformanceSecuritytilltheendofcontract period and will be released back to supplier in response to applying for the same by him to the Procuring Agency after successful completion of all the contractual obligations of this contract agreement and the BSDs.
16. TheSuppliershallprovidelegalandvalidwarrantytotheMTI ATH Abbottabadforallthegoods suppliedunderthiscontractagreement,whichfallundertheprovisionsofDrugsAct1976,DRAP Act 2012 and the rules framed thereunder, on prescribed Form-2A in accordance with the mechanism prescribed for the purpose.
17. ForNon-DrugItems,theSuppliershallprovideappropriatewarrantytotheMTI ATH in accordance with Special Conditions of Contract of the BSDs for this bidding competition, for each item supplied in response to supply orders.
18. In case the Supplier had been awarded marks during the technical evaluation for API source accreditation for Drugs / Medicines, and for medical grade material certification for medical devices & Non-Drug Items, and for Pharmaceutical grade certification for immediate containers of Drugs/medicines shall warranty the supply of all such goods with the same certified quality, material and specification to the MTI ATH Abbottabad throughout the validity period of this contract agreement.
19. Bill for payment in triplicate along with all other relevant and required documents shall be submittedbytheSuppliertotheProcuring Agencyimmediatelyaftercompletionofsupplyof ordered stock. The Supplier shall be bound to pay all sorts of government taxes, duties and stampduties,imposedearlierorduringthefinancialyearbytheGovernmentofPakistanorby the Provincial Government of KPK on any supplied/purchased item.
20. In case of any collusive, coercive, corrupt, obstructive, fraudulent practices and/or any act of misconductbytheapprovedfirmand/oritsfocal person,duringthecontract periodinrelation to the decision making by the MTI ATH (Purchase Committee), shall be liable to be proceeded under Departmental Debarment/BlacklistingGuidelinesNotifiedvideLetterNo.2440-2500/Proc.Cell,Dated:30- 08-2018,and/orforfeitureofthebidsecurity/performanceguaranteeofthebiddingfirm,and/oranyotherlawfulactionasdeemedappropriatebytheGovernmentofKhyberPakhtunkhwa, including that to be taken up with the DRAP or any other body/entity of the Federal Government; and
21. In case of situation related to Force Majeure, the Supplier may immediately withoutdelay inform the Procuring Agency as well as the Procuring Agency in writing about the situation along with solid proof of the situation through the fastest, lawful and available means of communication,butnotthroughtheelectronic mail,andrequesttheProcuringAgencyforthe grant of extension in the supply period.
    1. The Procuring Agency, in case of being fully satisfied with the genuineness of situation arisingfromtheclaimedForceMajeurebytheSupplier,mayextendtheperiodofsupplyof goods up to a maximum of not more than thirty (30) days.
    2. TheMTI ATH Abbottabad shall,innocase,beresponsibleorheld responsible for any complications in making payments to Supplier that may arise from the closure of financial year,and / or lapse, and/or surrender of public funds, vis-à-vis, the standard and normal public sector financial management laws, rules, regulations, procedures and practices governing the Procuring Agency.
    3. After the expiry of extended period as in clause-22(a) above, the supply order shall stand cancelled to the extent of non-supplied goods and the performance security in the form of retainedbidssecurity,asinclause-16ofthiscontractagreementshallbeforfeitedinfavor of the MTI ATH Abbottabad.
22. The Supplier agrees that the supply of the ordered goods under this agreement shall be completed by the Manufacturer suppliers within thirty (30) days and Importer Supplier within sixty (45) days after the receipt of supply order/s from the MTI ATH Abbottabad, except in situation/s covered under clause-22 above regarding Force Majeure. In case of delay in supplies reaching to the MTI ATH, the following penalties shall be imposed by the MTI ATHAbbottabad upon the Supplier:
    1. Upon delay in supply beyond 30 and 45 days for local manufacturer supplier and for importersupplierrespectivelyalumpsumpenaltyof1%perweekshallbededucted uptoa maximumof4%penaltyfor4 weeks,ofthetotalquoted price ofsuch goods,whose supply wasdelayed out of the same supply order as issued to the supplier, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Purchasing Agency.
    2. Incaseofdelayinsupplybeyond04 weeksafterthecutoffdays,asmentionedinclause-23(a) above,the delayed items shall be arranged through Local Purchase (LP) upon the risk and cost of the supplier up to further three (03) weeks (i.e. total of 7 weeks beyond cut off days). However, beyond 7 weeks of cutoff days (79 days for manufacturer & 94 days for importers), thesupplyorderissuedbyMTI ATHshallstandcancelledtotheextent of non-supplied items and in such a case, the MTI ATH shall have the right, duty and authority to impose any or all of the below mentioned penalties; that is
23. Forfeitingthebidssecurityand/orperformanceguaranteeoftheSupplierasrelatedto this contract agreement; and/or
24. Immediately debarring the selected item/s and/or Supplier/firm from future participation and business not less than one year and up to next three (03) calendar years with the MTI ATH/Government of Khyber Pakhtunkhwa through MCC or any other health institution, project and/or Program directly or indirectly run or implemented by or through the provincial Health Department or other health institution in the Province, as defined in the BSDs, and District Governments in the Province; and/or
25. InitiatingtheprocessforandrecommendingforpermanentblacklistingoftheSupplier withtheMTI ATH AbbottabadunderATH Manual of Blacklisting and/or GuidelinesNotifiedvide Letter No. 2440-2500/Proc. Cell, Dated: 30-08-2018 by the MCC Govt. of KPK.
26. Theapplicantbiddershallbedebarred/blacklisted fromthe processofcontract framework agreement2024-25eitherforitsquoteditem/sand/orfirmfromthebiddingcompetitionat anystagewherethebidderhasbeendeclareddefaulterfirm/non-supplierfirmintheMTI ATH contractagreementperiodofFY2023-24and/orcurrentFY2024-25 and proceeded by MTI ATH Abbottabad as per ATH Manual of Blacklisting.
27. TheSupplieragreesthatthesupplyorder/softhegoodswhichareissuedtillthelastday of finalization of the next tender FY 2025-26 by the MTI ATH under this agreement shall be completed,incaseoffailurethesuppliershallbeliabletoallthepenaltiesenunciatedinclause 23(a) & (b) of this agreement.
28. The supplier agrees that, in cases where the utilization or consumption of the supplied item/s is low and the items become short-expired, the supplier shall replace the short-expired stock with fresh batches at its own risk and cost, even after the contract has ended. However, MTI ATH Abbottabad must request the replacement in writing at least three (03) months prior to the stock's expiry date.
29. Notwithstandinganyrights,dutiesand/orremedialmeasuresand/ormanagerialactionstaken and/or to be taken and/or any powers exercised and/or to be exercised by the MTI ATH Abbottabad and/orPurchasingOfficer/sof this institute, withregardto the execution ofthiscontractagreement,theSupplieragreestoindemnifyallofthemforanylossordamage incurredorinflicteduponbytheminindividualorofficialcapacityupon theSupplierwhether through anyoftheiractionsand/orpractices and/orotherwise.
30. The Supplier further agrees to pay compensation to the MTI ATH Abbottabad/Government of Khyber Pakhtunkhwa of an amount equivalent to ten times the sum of any commission, gratification, bribe or kickback and/or finder’s fee given by the Supplier for the purpose of obtaining and/or inducing the procurement of any contract, right, interest, privilege or other obligation/s or benefit/sinwhatsoeverform,fromtheMTI ATH Abbottabad.
31. The supplier further agrees that all the data related to supplies throughout the financial year shall be provided to the procuring entity by the end of financial year/immediately before the finalization of next tender. The CDR/Bank Guaranteeof the supplier shall be subjected to the provision of the said data.
32. TheMTI ATH,andthe Supplier shall makeeveryefforttoresolveamicablybydirectnegotiationanydisagreementordisputearising 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, the case shall be referred to the Board of Governors of MTI ATH Abbottabad for decision through a Dispute Resolution Committee.The decision in this regard by the BOG shall be final.
33. Both the parties agree that the MTI ATH Abbottabad,hastheauthoritytoregulate,ifdeemed appropriate, under the provisions in the SBDs, through imposing restrictions and/or classifyingand/orgroupinganyselectedquoteditem/sforstopping,increasingordecreasing thepurchaseofsuchitem/storationalizeand/orcontroltheuse and/or misuse of such item/s.
34. The procuring agency may extend the duration for the framework contract to another year, extendable up to a maximum of three years; provided that every extension shall be approved byacommittee,notifiedbythe Hospital Director MTI ATH Abbottabad and/or Chairman Management Council (MC) MTI ATH and/ Chairman BOGs MTI ATH Abbottabad (as the case may be),todeterminecompetitivenessand assess value for money as per the KPPRA Rules (31A) of 2014.
35. Incaseofsinglecomplyingbid,theMTI ATHmayconcludetheprocurementcontractthrough negotiation on quality upgrades, mode and schedule of delivery or cost reduction. In case the bid priceisaboveengineerestimatesormarketanalysisreport,conducted by MTI ATH Abbottabad,after due diligence,in such eventuality, the successful biddershall be asked to match thatprice in order toprotectpublicinterestandtoensuregeneralprincipleoftimelinesforprocurementasenunciated in section 3 of the Act as per the KPPRA Rules (42A) of 2014.

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| **HOSPITAL DIRECTOR**  **on Behalf of Medical Teaching Institution, Ayub Teaching Institution, Abbottabad** | Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CNIC No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Stamp: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **For and on behalf of Manufacturers/Importer** |
| **WITNESSNO.1**  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Father’sName:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  CNICNo.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  on Behalf of Hospital Director MTI ATH Abbottabad | **WITNESSNO.2**  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Father’sName:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  CNICNo.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **For and on behalf of Manufacturers/Importer** |

**Schedule-1**

**MTI ATH ABBOTTABAD LIST OF APPROVED ITEMS AND SUPPLIERS FY 2024-25**

1. **NameandAddressof Supplier:**
2. **ListofSelected/ApprovedItem/sfromtheSupplieralongwithquotedunitprice/s:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S.No.** | **Approved Product/s**  **GenericName** | **Strength, Dosage**  **form** | **Brand Name** | **Volume / Pack Size** | **Approved Rate/Unit** |
| **1** |  |  |  |  |  |
| **2** |  |  |  |  |  |
| **3** |  |  |  |  |  |
| **4** |  |  |  |  |  |
| **5** |  |  |  |  |  |
| **6** |  |  |  |  |  |
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**BIDFORM-8**

**BANKGUARANTEE*(Specimen)***

**Guarantee No.**

**InitialDateof Issue:**

**Amount of Guarantee PKR: Rs:Amount in figures/-Amount in words only)**

**Date of expiry of Guarantee: till finalization of next tender FY 2025-26 (Extendable)**

**ClaimLodgment Date: AsdecidedbytheProcuring Agency.**

**From:*(BankNameandcompleteaddress)***

###### To: Hospital Director

###### Medical Teaching Institution

###### Ayub Teaching Hospital (MTI ATH) Abbottabad.

We “***(Bank Name)***” having its place of business at ***(Address of the Bank)***and Head office ***(Address of thehead office)***(Hereinafter referred to as the Guarantor), understand that ***Name and Address of the Bidder***(hereinafter referred to as the Customer/Bidder) as per requirement of Bid Solicitation Documents (BSDs) for FY 2024-25, required to furnish a Bank Guarantee in respect of said BSDs for an amount of **Rs.Amount in figures (PKR Amount in words Only) for (*Name of the Customer/Bidder)*.**

Nowthereforein consideration oftheabove, wetheGuarantor, guarantee unconditionallytheduepayment to you unconditionally upon demand of such sum or sums not exceeding **Rs.Amount in figures (PKR Amount in words, Only)** intheeventthatCustomer/Bidderfailtoperformorfulfillanyofthetermsand conditions of the BSDs at the time or during the period specified in the guarantee, provided that any such demand here under is received in writing at this office within the validity of this Guarantee period accompaniedbyyourwrittendeclarationtousthattheCustomer/Bidderhasfailedtocomplywiththeterms of the conditions/Regulations and such declaration shall be accepted by us as conclusive proof that the amountclaimedisduetoyouandweshallpayyoutheamountunderthisGuarantee.Ourliabilityunderthis guarantee shall not be affected by any dispute or difference between you and the Customer/Bidder or by forbearanceorindulgencegrantedbyyoutotheCustomer/Bidderorbyanyothersecurityheldbyyoufrom theCustomer/Bidderrelatingtotheabove-mentionedRegulationsoranyviolationintheRegulationsorany other manner or thing which might affect our liability hereunder.

Notwithstandinganythingcontrarycontainedhereinabove,ourmaximumliabilityunderthisguaranteeshall notinanycaseexceed**Rs.Amount in figures (PKR Amount in words Only).**Thisguaranteeshall remain valid up to **(Later as may be decided by the procuring entity)**. Any claims under this guaranteemustbereceivedinwritingalongwiththeoriginalbankguaranteeandalltheamendmentsifany, on or before expiry of this guarantee i.e., **Date……………….**. After which date this guarantee will become automaticallyvoidandbankwillbeabsolvedofitsliabilityunderthisguaranteewhetherornottheoriginal isreturnedtousforcancellation.Thisagreementshallbegovernedbyandconstruedinaccordance withthe laws of Pakistan.

Forandon behalfof(Bank Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AuthorizedPersonSignaturewithStamp/Seal\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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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** |