MEDICAL TEACHING INSTITUTION, AYUB TEACHING HOSPITAL, ABBOTTABAD

Mandatory Documents for Selection of Firms for Medicines, FY 2025-2026

FIRM NAME_____

S.No	Documents (Mandatory)	Documents Status
1	Valid Manufacturer/Importer License of DRAP	
2	Valid NTN Registration Certificate	
3	Valid Sales Tax Registration Certificate and Active on ATL at the time of submission of Bids	
4	Last Financial year Income Tax Return and Active on ATL at the time of submission of Bids	
5	Last three years Banks Statement and audit report for financial positioning.	
6	Certificate on Judicial Stamp Paper for (a) Non-Shareholder certificate, that no employee of MTI ATH Abbottabad is shareholder in my business, (b) the firm is not Blacklisted by any Government/Semi-Government Organization (c) the desired CDR is attached with Financial Bid	
7	Integrity Pact (As per SBDs) on Judicial Stamp Paper	
8	Undertaking regarding non cancelation/suspension of Drugs Registration of quoted product by DRAP with in last two years, Declaration of non-spurious/adulterated batch by DTL of Pakistan with in last two year	
9	Copies of Product registration from DRAP of quoted items	
	Note: Non Provision of any of the above mandatory requirement leads to Disqualification of the firm	

Medical Teaching Institution Ayub Teaching Hospital (MTI ATH) Abbottabad

Technical Evaluation Criteria for ***Manufacturers of General Medicines***

FY 2025-2026

Name of Firm_____

		Factory Technical Evaluation	**Marks**
Name of Firm/ Product	**A. Document based Factory Score**	1)Valid ISO 45001 certificate of the facility where the quoted product is manufactured (duly attested by the senior executive of the firm)	05
		2)Valid ISO 14001 certificate of the facility where the quoted product is manufactured, (duly attested by the senior executive of the firm)	05
		3)Valid ISO 9001 certificate of the facility where the quoted product is manufactured, (duly attested by the senior executive of the firm)	05
		4) Valid equipment's/instrument calibration certificates, majorly used for manufacturing/Lab analysis of the quoted product (duly attested by the senior executive of the firm)	10
		5) Valid documents of the FBR showing the financial turn-over of the firm of the last financial year. Max 10 marks will be awarded in the following manner Financial turnover of PKR <100 million 0 marks Financial turnover of PKR 100 to < 300 million -2 marks Financial turnover of PKR 300 to < 500 million -4 marks Financial turnover of PKR 500 to <700 million - 6 marks. Financial turnover of PKR 700 to <900 million -8 marks. Financial turnover of PKR 900 million & above -10 marks **Note:** The documents shall be attested by the senior executive of the firm.	10
		6) Past Performance, Award letters of the firm by the Government, Semi Government and Autonomous Bodies or well reputed organization/Trust under Government of Pakistan	10
		7) Detail of Adequate availability of qualified persons on managerial positions/other personnel attested by senior executive of the firm.	05
		A. Score	
	B. Product Evaluation Parameters	8) Bioavailability/Bioequivalence study of the quoted product (The documents shall be attested by the senior executive of the firm)	10
		9) Goods Declaration certificate of imported API of the quoted item/s from Pakistan Customs,	10
		10) Certificate of Analysis of API from the Principal Manufacturer as mentioned in the goods declaration (GD) duly attested by the senior executive of the firm.	10
		11) Stability studies of quoted item/s duly attested by the Q.C in-charge of the firm).	10
		12) DRAP Import Clearance Certificate at the time of Import of the Active Pharmaceutical Ingredient (API)	10
		B. Score	**100**

Note: Minimum qualifying score in technical evaluation is 70% i.e. 70 marks.

Medical Teaching Institution Ayub Teaching Hospital (MTI ATH) Abbottabad Technical Evaluation

Criteria for Importers of General Medicines, for MTI ATH Abbottabad FY 2025-26

Name of Firm_____

A. Principal Manufacturer Evaluation	1) Valid ISO 45001 certificate of the facility where the quoted product is manufactured (country of origin) dully attested by the manufacturer	05
	2) Valid ISO 14001 certificate of the facility where the quoted product is manufactured (country of origin) attested by the manufacturer	05
	3)Valid ISO 9001 certificate of the facility where the quoted product is manufactured (country of origin) attested by the manufacturer	05
	4) Valid accreditation of manufacturing unit or its relevant section/s by the US-FDA or WHO or official accreditation body/ies /regulatory body in the case of SRA countries (duly attested by senior executive of the firm)	05
	5) Valid equipment's/instrument calibration certificates awarded by recognized firm of country of origin, majorly used for manufacturing/Lab analysis of the quoted product	05
B. Importer's Evaluation	6) Availability of minimum 40% inventory of the total import of the quoted item/s during last financial year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the MTI ATH expert/s.	05
	7) Adherence to Good storage practices (GSP) for storage of finished goods. Functional and effective Air-conditioning & Ventilation System and effective cold chain (thermo-labile drugs) dully attested by Provincial or Federal Drug Inspector.	10
	8) Valid documents of the Federal Board of Revenue (FBR) showing the total financial turnover of the firm for the last year. (also to submit in technical bid) Maximum 10 marks shall be awarded in the following manner: (The document shall be attested by the executive of the firm) Financial turnover of PKR <10 million 0 marks Financial turnover of PKR 10 to < 30 million -2 marks Financial turnover of PKR 30 to < 50 million -4 marks Financial turnover of PKR 50 to <70 million - 6 marks. Financial turnover of PKR 70 to <90 million -8 marks. Financial turnover of PKR 90 million & above - 10 marks (The document shall be attested by a Senior executive of the firm)	10
	9) Detail of Adequate availability of qualified persons on managerial positions/other personnel attested by senior executive of the firm	05
	10) Past Performance, Award letters of the firm by the Government, Semi Government and Autonomous Bodies or well reputed organization/Trust under Government of Pakistan	05
C.Product Technical Parameters	11) DRAP Import Clearance Certificate at the time of Import of finished goods	10
	12) Goods Declaration certificate of imported finished quoted item/s from Pakistan Customs.	10
	13) Certificate of Analysis of finished quoted item/s from the Principal Manufacturer as mentioned in the goods declaration (GD), duly attested by the senior executive of the firm.	10
	14) Valid free sale certificate of the quoted product issued by regulatory body of country of origin	10
		100

Note: Minimum qualifying score in technical evaluation is 70% i.e. 70 marks.

MEDICAL TEACHING INSTITUTION
AYUB TEACHING HOSPITAL (MTI ATH)
ABBOTTABAD

Standard Bidding Documents (BSDs)

For National Competitive Bidding Pakistan

For

SELECTION AND RATE CONTRACTING OF DRUGS/MEDICINES, MEDICAL DEVICES, SURGICAL DISPOSABLES, &NON-DRUG ITEMS (NDIs)

FOR THE FINANCIAL YEAR_____

PROCUREMENT CELL FOR PHARMACY SERVICES DEPATMENT MTI ATH ABBOTTABAD

PART ONE

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

Part One - Section I.
Instructions to Bidders

This section of the bidding documents provides the information necessary for the bidders to prepare responsive bids, in accordance with the requirements of the Medical Teaching Institution Ayub Teaching Hospital (MTI ATH) Abbottabad. It also provides information on bid submission, opening, and evaluation, and on the award of contract. **It is also pertinent to mentioned that the Mandatory as well as Technical Performa attached in the Biding Documents soft copy on the official website of Ayub Teaching Hospital may please be considered as Part of Standard Biding documents.**

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

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

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

A. Table of Clauses

B.

Instructions to Bidders

A. Introduction

1. Source of Funds	1.1	The Procuring agency has received/applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project/schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/will be applied to eligible payment sunder the contract for which these bidding documents are issued.
	1.2	The funds referred to above in addition shall be" Public Fund" which according to 2 (l) of KPPRA Rules 2014 means (i) Provincial Consolidated Fund; (ii) Foreign assistance; (iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government.
	1.3	Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Khyber Pakhtunkhwa., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.
2.Eligible Bidders	2.1	This Invitation for Bids is open to all suppliers from eligible sources as defined in the KPPRARules,2014 and its Bidding Documents except as provided here in after.
	2.2	Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
	2.3	Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa.
	2.4	Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government organization in accordance with the Section 44(1)KPPRA Rules, 2014.

3. Eligible Goods and Services	3.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
	3.2	For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic character is tics or in purpose or utility from its components.
	3.3	The origin of goods and services is distinct from the nationality of the Bidder.
4.Cost of Bidding	4.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet ,herein after referred to as" the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
B. The Bidding Documents		
5. Content of Bidding Documents	5.1	The bidding documents include: a) Instructions to Bidders(ITB) b) Bid Data Sheet c) General Conditions of Contract(GCC) d) Special Conditions of Contract(SCC) e) Schedule of Requirements f) Technical Specifications g) Bid Form and Price Schedules h) Bid Security Form i) Contract Form j) Performance Security Form k) Manufacturer's Authorization Form
	5.2	The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents	6.1	An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for Document's clarification of the bidding documents which 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's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
7.Amendment of Bidding Documents	7.1	At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder ,may modify the bidding documents by amendment.
	7.2	All interested bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.
	7.3	In order to allow interested bidders reasonable time in which to take the amendment in to account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.
C. Preparation of Bids		
8.Language of Bid	8.1	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case ,for purposes of interpretation of the Bid ,the translation shall govern.
9. Documents Comprising the Bid	9.1	The bid prepared by the Bidder shall comprise the following components: a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12. b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. c) Documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents and Bid security furnished in accordance with ITB Clause15.
10.Bid Form	10.1	The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of

		origin, quantity ,and prices.
11.Bid Prices	11.1	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
	11.2	Prices indicated on the Price Schedule shall be Delivered Duty Paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
	11.3	The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
	11.4	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
12.Bid Currencies	12.1	Prices shall be quoted in Pakistani Rupees(P K R) unless o t h e r w i s e specified in the Bid Data Sheet.
13. Documents Establishing Bidder's Eligibility and Qualification	13.1	Pursuant to ITB Clause9, the Bidder shall furnish ,as part of its bid ,documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause3.
	13.3	The documentary evidence of the Bidder's qualification s to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction: a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country. b) that the Bidder has the financial, technical, and production capability necessary to perform the contract.

		c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Documents Establishing Goods' Eligibility Conformity to Bidding Documents	14.1	Pursuant to ITB Clause9 ,the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
	14.2	The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	14.3	The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential technical and performance characteristics of the goods; b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and c) an item-by-item commentary on the procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviation, and exceptions to the provisions of the Technical Specifications.
	14.4	For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c)above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand name so catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitution censure substantial equivalence to those designated in the Technical Specifications.
15.Bid Security	15.1	"Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

	15.2	"The bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7."
	15.3	The bid security shall be in Pakistani Rupees and shall be in one of the following forms: a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or an other form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid or b) Ir revocable cashable on-demand Bank call-deposit.
	15.4	"Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring Agency as non-responsive, pursuant to ITB Clause 24."
	15.5	"Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring Agency pursuant to ITB Clause 16."
	15.6	"The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33."
	15.7	The bids security may be forfeited: a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or b) in the case of a successful Bidder, if the Bidder fails: (i) to sign the contract in accordance with ITB Clause 32; or (ii) to furnish performance security in accordance with ITB Clause 33.
16. Period of Validity of Bids	16.1	"Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive."
	16.2	In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.
17. Format and Signing of Bid	17.1	The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each 'ORIGINAL BID' and 'COPY OF BID,' as appropriate. In the event of any discrepancy between them, the original shall govern.

	17.2	The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
	17.3	Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
	17.4	The Bidder shall furnish information as described in the Form of Bid on 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. Submission of Bids		
18. Sealing and Marking of Bids	18.1	The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as 'ORIGINAL' and 'COPY.' The envelopes shall then be sealed in an outer envelope.
	18.2	The inner and outer envelopes shall: a.be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: 'DO NOT OPEN BEFORE,' to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
	18.3	The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared 'late'.
	18.4	If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.
19. Deadline for Submission of Bids	19.1	Bids must be received by the Procuring Agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
	19.2	The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
20.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 written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Agency prior to the deadline prescribed for submission of bids.

	21.2	The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18 by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
	21.3	No bid may be modified after the deadline for submission of bids.
	21.4	No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 15.7.
E. Opening and Evaluation of Bids		
22. Opening of Bids by the Procuring Agency	22.1	The Procuring agency will open all bids in the presence of bidders representatives who choose to attend at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
	22.2	The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
	22.3	Bids and modifications sent pursuant to ITB Clause 21.2 that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
	22.4	The Procuring Agency will prepare minutes of the bid opening.
23. Clarification of Bids	23.1	During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The Bid's request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
24. Preliminary Examination	24.1	The Procuring Agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
	24.2	Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
	24.3	The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

	24.4	Prior to the detailed evaluation, pursuant to ITB Clause 25, the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to, critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
	24.5	If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
25. Evaluation and Comparison of Bids	25.1	The Procuring Agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
	25.2	The Procuring Agency's evaluation of a bid will be on Delivered Duty Paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
	25.3	The Procuring Agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB.
	25.4	a. incidental costs b. delivery schedule offered in the bid; c. Deviations in payment schedule from that specified in the Special Conditions of Contract. d. The cost of components, mandatory spare parts, and service; e. the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid; the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or f. Other specific criteria indicated in the Bid Data Sheet and/or In the Technical Specifications.

	25.4	For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet: a. Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination. b. Delivery schedule. i. The Procuring Agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements, which will be treated as the base. A delivery 'adjustment' will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery. ii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirements. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements. iii. The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of the DDP price per week of variation from the specified delivery schedule. c. Deviation in payment schedule: i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder. ii. The SCC stipulates the payment schedule offered by the Procuring Agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring Agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet. d. Cost of spare parts. i. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid

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

		i. efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications. or ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications. h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications. The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications	
Alternative	25.4	Merit Point System:	
		The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.	
		[In the Bid Data Sheet, choose from the range of]	
		Evaluated price of the goods	60 to 90
		Cost of common list spare parts	0 to 20
		Technical features, and maintenance and operating costs	0 to 20
		Availability of service and spare parts	0 to 20
		Standardization	0 to 20
		Total	100
		The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.	
26. Contacting the Procuring Agency	26.1	Subject to ITB Clause 23, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.	

	26.2	Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.
F. Award of Contract		
27.Post-qualification	27.1	In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
	27.2	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate.
	27.3	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring Agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
28.Award Criteria	28.1	Subject to ITB Clause 30, the Procuring Agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
29. Procuring agency's Right to Vary Quantities at Time of Award	29.1	The Procuring Agency reserves the right, at the time of contract award, to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
30. Procuring Agency's Right to accept any Bid and to reject any or All Bids	30.1	The Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Procuring Agency's action.
31. Notification of Award	31.1	Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
	31.2	The notification of award will constitute the formation of the Contract.
	31.3	Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
32.Signing of Contract	32.1	At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties. Within thirty (30) days of receipt of the

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

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

Part One-Section II.

General Conditions of Contract

C. Notes on the General Conditions of Contract (GCC)

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

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

Table of Clauses

General Conditions of Contract

1. Definitions	1.1	In this Contract, the following terms shall be interpreted as indicated:" a. **"The Contract"** means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. b. **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. c. **"The Goods"** means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract. d. **"The Services"** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract. e. **"GCC"** mean the General Conditions of Contract contained in this section. f. **"SCC"** means the Special Conditions of Contract. g. **"The Procuring Agency"** means the organization purchasing the Goods, as named in SCC. h. **"The Procuring Agency's Country"** is the country named in SCC. i. **"The Supplier"** means the individual or firm supplying the Goods and Services under this Contract. j. **"The Project Site"**, where applicable, means the place or places named in SCC. k. **"Day"** means calendar day.
2.Application	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3.Country of Origin	3.1	All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.
	3.2	For purposes of this Clause, 'origin' means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

	3.3	The origin of Goods and Services is distinct from the nationality of the Supplier.
4.Standards	4.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
5.Use of Contract Documents and Information; Inspection and Audit by the Government	5.1	The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	5.2	The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
	5.3	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract, if so required by the Procuring Agency.
	5.4	The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Agency, if so required.
6.Patent Rights	6.1	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Agency's country.
7. Performance Security	7.1	Within twenty (20) days of receipt of the notification of contract award, the successful Bidder shall furnish to the Procuring Agency the performance security in the amount specified in the SCC.
	7.2	The proceeds of the performance security shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	7.3	The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms: a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or

		b. a cashier's or certified cheque
	7.4	The performance security will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
8.Inspections and Tests	8.1	The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. The SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
	8.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
	8.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements, free of cost to the Procuring Agency.
	8.4	The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
	8.5	Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
9.Packing	9.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their 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, as well as open storage. Packing case sizes and weights shall take into consideration, where appropriate, the remoteness of the Goods' destination and the absence of heavy handling facilities at all points in transit.

	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the Procuring Agency.
10. Delivery and Documents	10.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in the SCC.
	10.2	Documents to be submitted by the Supplier are specified in the SCC.
11.Insurance	11.1	The Goods supplied under the Contract shall be delivered duty paid (DDP), under which risk is transferred to the Buyer after having been delivered; hence, insurance coverage is the Seller's responsibility.
12.Transportation	12.1	The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country. Transport to such place of destination, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
13.Incidental Services	13.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and / or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. Training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	13.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
14. Spare Parts	14.1	As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

		a. such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and b. in the event of termination of production of the spare parts: i. advance notification to the Procuring agency of the pending termination, insufficient time to permit the Procuring agency to procure needed requirements; ii. Following such termination, furnishing at no cost to the Procuring agency, the blue prints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.
	15.3	The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
	15.4	Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.
	15.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, or within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense, and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
16. Payment	16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
	16.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment

		of other obligations stipulated in the Contract.
	16.3	Payments shall be made promptly by the Procuring Agency, but in no case later than ninety (90) days after submission of an invoice or claim by the Supplier.
	16.4	The currency of payment is Pakistani Rupees (PKR).
17. Prices	17.1	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC or in the Procuring Agency's request for bid validity extension, as the case may be.
18. Change Orders	18.1	The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following: a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency; b. the method of shipment or packing; c. the place of delivery; and/or d. the Services to be provided by the Supplier.
	18.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency's change order.
19.Contract Amendments	19.1	Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
20.Assignment	20.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.
21.Sub contracts	21.1	The Supplier shall notify the Procuring Agency in writing of all subcontracts awarded under this Contract, if not already specified in the bid. Such notification, whether provided in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
	21.2	Sub contracts must comply with the provisions of GCC Clause 3.
22.Delays in the Supplier's Performance	22.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

	22.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
	22.3	Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
23. Liquidated Damages	23.1	Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24.
24. Termination for Default	24.1	The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part: a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause22;or b. if the Supplier fails to perform any other obligation(s) under the Contract. c. if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a

		contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
	24.2	In the event the Procuring Agency terminates the Contract in whole or in part pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	25.2	For purposes of this clause, 'Force Majeure' means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	25.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
26. Termination for Insolvency	26.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
27. Termination for Convenience	27.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	27.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and

		prices. For the remaining Goods, the Procuring agency may elect: a. to have any portion completed and delivered at the Contract terms and prices; and/or b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
28. Resolution of Disputes	28.1	The Procuring Agency and the Supplier shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
	28.2	If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner, and/or arbitration.
29. Covering Language	29.1	The Contract shall be written in the language specified in the SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
30.Applicable Law	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring Agency's country, unless otherwise specified in the SCC.
31.Notices	31.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile, and confirmed in writing to the other party's address specified in the SCC.
	31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc. Incurred until delivery of the contracted Goods to the Procuring agency.

MEDICAL TEACHING INSTITUTION AYUB TEACHING HOSPITAL (MTI ATH) ABBOTTABAD

Standard Bidding Documents (SBDs)

For National Competitive Bidding Pakistan

For

SELECTION AND RATE CONTRACTING OF DRUGS /MEDICINES, MEDICAL DEVICES, SURGICAL DISPOSABLES & NON-DRUG ITEMS (NDIs)

FOR THE FINANCIAL YEAR _____

PROCUREMENT CELL FOR PHARMACY SERVICES DEPATMENT
MTI ATH ABBOTTABAD

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

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

Preface

These Bidding Documents have been prepared for use by 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; and the forms to be used in Section I, Invitation for Bids, and Section-VI, Sample Forms.

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

a. Specific details, such as the "name of the Procuring agency" and "address for bid submission," should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

b. Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.

c. Foot notes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Procuring agency should strictly follow. The final document should contain no footnotes.

d. The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 25.3 and 25.4, respectively) should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.

e. Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Procuring agency for each procurement.

f. The forms provided in Section-VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

PART TWO (CHANGEABLE PART)

- Table of Contents

Part Two
Section I. Invitation for Bids

Notes on the Invitation for Bids

Publication and Purpose of Invitation for Bids (IFB)

The Invitation for Bids (IFB) has been issued as an advertisement in leading newspapers of general circulation in the Province of Khyber Pakhtunkhwa, and published on the websites of:

- **Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA):**
- **Medical Teaching Institution Ayub Teaching Hospital (MTI ATH), Abbottabad:**

At least fifteen (15) days have been allowed for National Competitive Bidding (NCB) to facilitate bid preparation and submission.

The Invitation for Bids (IFB) provides critical details to help interested bidders decide whether to participate. In addition to the core requirements listed in the Bid Solicitation Documents (BSD), the IFB specifies key bid evaluation criteria and qualification requirements—for example, a minimum level of experience in manufacturing the type of goods for which the IFB is issued. This enables bidders to submit their best and final prices.

Where price negotiation is required, **KPPRA Rules 2014** and relevant amendments—including **Notification No. SO (A)/FD/1-40/2022, dated 17-08-2022**—shall apply.

The IFB is incorporated into the Bid Solicitation Documents, and its contents are consistent with the rest of the bidding documents, particularly the Bid Data Sheet.

INVITATION FOR BIDS

MEDICAL TEACHING INSTITUTION
AYUB TEACHNG HOSPITAL ABBOTTAABD

SELECTION AND RATE CONTRACTING (CONTRACT FRAME WORK AGREEMENT) OF DRUGS/ MEDICINES, MEDICAL DEVICES, SURGICAL DISPOSABLES & NON-DRUG ITEMS FOR THE FY _____

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:

(i) 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) for the quoted item/s falling under The Drugs Act 1976 & Rules framed thereunder; and

(ii) Manufacturer/s of Medical Devices in Pakistan, registered as such with the DRAP for the quoted item/s and regulated under the DRAP Act 2012 and the Rules framed thereunder;

(iii) Importer/s of Medical Devices, duly authorized by the goods Principal Manufacturer or producer to import/supply the said goods in Pakistan, as registered and regulated as such for the quoted item/s under the DRAP Act 2012 and Rules framed thereunder; and

(iv) Manufacturer/s of Non-Drug Items (NDIs) in Pakistan; and

(v) Importer/s of NDIs, duly authorized by the goods' Principal Manufacturer or producer for import/supply of the said quoted goods in Pakistan.

2. 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 submission of the bid, the original receipt of non-refundable cash payment of **Pak Rupees Amount in Words (Rs. Amount in figures)** per application form shall be submitted with technical bid. No Application Form shall be issued after **(DATE and Time…….).**

3. Bidding competition under this advertisement shall be conducted through **Single Stage–Two Envelopes Bidding Procedure** as per KPPRA Act 2012 and Rules framed there under. Under this procedure, the bidders should submit the bids in two sealed envelopes of Technical and Financial bids, each of which must bear on them the clearly written words **"MTI ATH Technical_____**" and **"MTI ATH Financial Bid_____"** as well as the full and complete identification of the bidder along with its postal and email addresses and phone number/s on each of the respective envelope. Both these sealed and labeled envelopes should be placed inside another outer envelope of appropriate size which should also be sealed and should bear clearly written words "**Bid for MTI ATH_____**" along with the identification and contact details of the bidder.

4. The Bid Solicitation Documents, other than the application form mentioned above, for this bidding

competition may be downloaded from the and **https://ath.gov.pk/**

5. Bidders must submit sealed bids to the Procurement Cell Medical Teaching Institution, Ayub Teaching Hospital Main Mansehra Road, Mandian Abbottabad on **or before (Date and Time…….).** Any bids presented/submitted/received later than this deadline or delivered to some office other than the above office, shall not be considered and shall be rejected without any further processing.
6. Mandatory Bid Security/ Earnest Money amounting to a flat rate of Rupees **Amount in words** (**Amount in figures**) from each bidder in the shape of **Call Deposit Receipt (CDR)/ Bank Guarantee** in the name of the **Hospital Director MTI ATH Abbottabad (2% of total value of quoted item/s)** 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 separate photocopy of the Bid Security being financial instrument should also be placed inside the sealed envelope of Technical Proposal but the amount in word and figure should be concealed for confidential purpose. Ordinary crossed or open Checques shall not be acceptable as Bid's security.**
7. 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, and duly stamped by the authorized person of the bidding entity as mentioned in the BSDs.
8. The bidders are required to submit the unit prices **(Offered, TP and MRP)** of quoted items on the format as prescribed for financial bid in the Bid Solicitation Documents.
9. Quotations with cutting, erasing, and over-writing shall not be accepted to the extent of that particular quoted item.
10. To facilitate the data entry during bids processing, all bidders are required to submit the quoted product list as per the prescribed proformas in the approved Bid Solicitation Documents for this bidding competition in the start of bid and each page of the submitted bid shall be properly numbered, signed and stamped by the authorized person of the bidding entity.
11. Bidders are required and encouraged to offer the most competitive lowest price(s) of their quoted item(s).
12. Bids will be opened by the Purchase Committee (PC) of the MTI ATH Abbottabad at **(Date and Time…….)** in the Conference Room of the Hospital 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).
13. 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 of Hospital Director MTI ATH, in sufficient quantities for the End-user evaluation) on the day of Bid opening or within seven days after the bid opening. (in proper labeled box)
14. The Hospital Director Medical Teaching Institution, Ayub Teaching Hospital reserves the right to reject any or all the bids under Rule47 (1) of KPPRA Rules, 2014.

Section II. Bid Data Sheet

ITB Ref.	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) and Technical Evaluation Committee (TEC).
ITB1.1	Loan or credit or Project allocation number. Loan or credit or Project allocation amount.	Not Applicable
ITB1.1	Name of Project	Not Applicable
ITB1.1	Name of Contract	Not Applicable
ITB4.1	Name of Procuring agency.	Medical Teaching Institution, Ayub Teaching Hospital Abbottabad, through its notified committee's i.e., Purchase Committee (PC) and Technical Evaluation Committee (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**
ITB8.1	Language of the bid.	English
Bid Price and Currency		
ITB11.2	Price quoted shall be:	Pakistani Rupees (Rs.)
ITB11.5	The price shall be fixed	The price shall be fixed and valid till finalization of the next Tender for FY_____
Preparation and Submission of Bids		

ITB13.3(d)	Qualification requirements.	Note: The technical and financial bid shall be in conformity to Rule 39 (1) & (3) of the KPPRA Rules, any deviation from it, the bid shall be treated as non-responsive. **I.** 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) for the quoted item/s falling under The Drug Act 1976 & Rules framed there under **II.** **Manufacturer** of Medical Devices in Pakistan, registered as such with the DRAP for the quoted item/s and regulated under the DRAP Act 2012 and the Rules framed there under; and III. **Importer** of Medical Devices, duly authorized by the goods' Principal Manufacturer or producer to import/ supply the said goods in Pakistan, as registered and regulated as such for the quoted item/s under the DRAP Act 2012 and Rules framed there under; and IV. **Manufacture**r of Non-Drug Items (NDIs) in Pakistan; and V. **Importer** of NDIs, duly authorized by the goods' Principal Manufacturer or producer for import/ supply of the said quoted goods in Pakistan.

ITB 14.3 (b)	Spare parts required for years of operation	Not Applicable
ITB 15.1	Amount of bid security.	Rs.----------/-
ITB 16.1	Bid validity period.	90 days from the date of opening of bids
ITB 17.1	Number of copies.	One (ORIGINAL BID)
ITB 18.2(a)	Address for bid submission	Procurement Cell, Medical Teaching Institution, Ayub Teaching hospital (MTI ATH) Main Mansehra road Mandian, Abbottabad TelNo: 0992-9311154**,** 0992-9311155
ITB 18.2(b)	IFB title and number.	Selection and Rate Contracting (Contract Frame work Agreement) of Drugs/Medicines, Medical Devices, Surgical Disposables & Non-Drug items for the year_____.
ITB 19.1	Deadline for bid submission.	**Before or up to……Date and Time…….**

ITB 22.1	Time, Date and Place for bid opening.	**Date and Time…….in the Conference Room of the Hospital Director Medical Teaching Institution, Ayub Teaching Hospital, Abbottabad**
Bid Evaluation		
ITB 25.3	Criteria for bid evaluation.	The bid in compliance with all the mandatory and technical specification and having lowest evaluated offered rates shall be considered the highest ranked bid.
ITB 25.4 (a) **ITB 25.4 (b)**	One option only Delivery schedule. Relevant parameters in accordance with option selected.	Not Applicable
Option I **Option II** **Option III**	Adjustment expressed as a percentage, or adjustment expressed in an amount in the currency of bid evaluation, or adjustment expressed in an amount in the currency of bid evaluation.	Not Applicable
ITB 25.4 (c) (ii)	Deviation in payment schedule. Annual interest rate.	Not Applicable
ITB 25.4 (d)	Cost of spare parts.	Not Applicable
ITB 25.4 (e)	Spare parts and after sales service facilities in the Procuring agency's country.	Not Applicable
ITB 25.4 (f)	Operating and maintenance costs.	Not Applicable
ITB 25.4 (g)	Performance and productivity of Equipment	Not Applicable

ITB 25.4 (h)	Details on the evaluation method or Reference to the Technical Specifications	As in section on Technical Evaluation of bids. The evaluation parameters of the quoted item/s may include, but not limited to, any or all of the methods including scrutiny of the bidding documents, physical inspection, examination, testing/using by 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. Any discrepancy found during the market survey shall lead to disqualification of the firm/product (s). All the certifications from accredited bodies, as the case may be, shall contain the quoted product (s) in its scope, 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 accreditation will be awarded only where these documents are submitted for all ingredients/components of the quoted products For Example, 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 medicines/ medical devices, and for Pharmaceutical grade certification for immediate containers of Drugs/medicines/medical devices shall warranty the supply of all such goods with the same certified quality, material and specification/s to the Purchasing Agency/ies throughout the validity period of contract agreement.
ITB 25.4 alternative	Specify the evaluation factors.	Not Applicable
Contract Award		

ITB 29.1	Percentage for quantity increase or decrease.	The Procuring Agency has the authority to regulate, if deemed appropriate, under the provisions in ITB 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 Purchasing Agency to rationalize and/or control the use and/or misuse of such item/s.

Section III. Special Conditions of Contract

D. Notes on the Special Conditions of Contract

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

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

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

Section III. Special Conditions of Contract

Table of Clauses

Special Conditions of Contract

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

1. **Definitions (GCC Clause1)**

GCC1.1(c) The Goods are: **Drugs/ Medicines, Surgical Disposables, Medical Devices & Non-Drug Items (NDIs)**

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

The Purchasing Agency: Hospital Director Medical Teaching institution, Ayub Teaching Hospital, Abbottabad.

GCC1.1(i) The Supplier is: "the individual or firm supplying the Goods and Services under this Contract" and includes the following:

i) 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) for the quoted item/s falling under The Drug Act 1976 & Rules framed thereunder; and

ii) **Manufacturer/s** of Medical Devices in Pakistan, registered as such with the DRAP for the quoted item/s and regulated under the DRAP Act 2012 and the Rules framed there under; and

iii) **Importer/s** of Medical Devices, duly authorized by the goods' Principal Manufacturer or producer to import/supply the said goods in Pakistan, as registered and regulated as such for the quoted item/s under the DRAP Act 2012 and Rules framed thereunder; and

iv) **Manufacturer/s** of Non-Drug Items (NDIs) in Pakistan; and

v) **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)—The Project Site is: **Office of the Hospital Director Medical Teaching institution, Ayub Teaching Hospital, Main Mansehra Road, Mandian Abbottabad.**

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

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

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

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

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

However, the bid security of Rs. ……/- from the successful bidders as received at the time of bids submission under GCC Clause 15, shall be retained by the Procuring Agency as Performance Security till the end of contract period and will be released back to successful bidders after the expiry of contract period, subject to the condition that all contractual obligations related to supplies are fulfilled. However, the warranty of the supplied goods, as issued by the Supplier under the clauses of contract agreement (Bid Form-6) and relevant applicable laws governing the nature of goods, e.g., the Drugs Act 1976, The DRAP 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.

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

When required, the Focal Person of the bidder will be informed via phone or email to provide samples of the quoted items in sufficient/required quantity for examination, analysis at the Provincial Drug Testing Lab (DTL), and/or physical evaluation by the MTI ATH end user(s), at the bidder's own risk and cost, to the office of the Hospital Director, MTI ATH, and not later than the time and date communicated. Samples submitted with **non-formulary specifications** hall **not be accepted**, and the same item(s) shall be considered **non-responsive**.

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, shall be **paid by the bidder(s)**. The In-charge, **Drug Testing Laboratory**, shall calculate the fee of the tests on the basis of time spent, reagents/chemicals, etc., used for the conduct of test/analysis performed for the quality assessment of samples of the said items.

If the provided sample(s) of the selected items are not in conformity with the schedule of requirements/specifications, the item(s) shall be considered **non-responsive**, and the next best evaluated bid shall be considered

i. 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:
ii. Undertake examination of the original documents as mentioned in the **Bid Cover Sheet (Bid Form-1)** of these BSDs, and the attested copies of which had been submitted by the bidder(s) along with the technical bids;
iii. Inspection of the quoted item(s) as laid down in the **Technical Evaluation Proformas** (Section-V: Technical Specification of Part-II of these BSDs);
iv. Examine the original documents of the quoted drugs/medicines item(s), e.g., Certificate of Analysis, invoice, etc., of the material(s) used in manufacturing the immediate container of the quoted drug/medicine item(s), including that of its stopper/lid/cap.
v. The DTL and/or end user's test analysis and/or evaluation of the quoted samples of medical devices, surgical disposables, as the case may be, shall be conducted under the supervision of the **Technical & Evaluation Committee/sub-committee**.
vi. The technical and financial bid shall be in conformity with Rule 39(1) & (3) of the KPPRA Rules; any deviation from it shall render the bid **non-responsive**
vii. Medical Devices, Surgical Disposables, and NDIs shall be examined and/or tested by the **MTI ATH notified committee/expert(s)** and/or **end user(s)** of MTI ATH Abbottabad, in a manner deemed relevant and appropriate (including testing at **Drug Testing Laboratory** or elsewhere) for the purpose, by the said expert(s), and as laid down, or otherwise, in the applicable **laws and rules**, for submission of a **technical report** to the relevant forum/quarter for necessary action.
viii. The samples of Medical Devices and Surgical Disposables may be examined and tested for selected parameters by the Drug Testing Laboratory for submission of technical report/s to relevant forum/quarters for the needful.
ix. 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 or DRAP Act 2012 may be requested to provide to the Procuring Agency, the Testing Method/sand Lab. Protocols to test their quoted item/s in the Drugs Testing Laboratory.

x. 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.

xi. The application fee charges Rs.……are collected to carry out the purpose of soliciting the bidding documents as the same is considered as fee not only considering the cost of the documents but to achieve multiple steps relating to the procurement process including the product wise evaluation of the firms, technical & performance evaluation of the disposable items by the MTI ATH Experts/end user/s (physicians, surgeons, etc.) and quality assurance parameters/specifications through chemical analysis in adherence to the standard specification of the offer bid as per provision of The Drugs Act 1976 and the rules frame there under.

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, the cost/fee of the test analysis for samples of the item/s (approved by the Purchase Committee), supplied in response to the purchase orders issued, shall be paid by the bidder(s). The In charge Drug Testing Laboratory shall calculate the fee of the tests on the basis of time spent, reagents/chemicals, etc., used for the conduct of test/analysis performed for the quality assessment of samples of the said items.

6. **Packing (GCCClause9)**

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

i. Provisions contained in the GCC Clause 9 of these BSDs.

ii. Relevant clauses of contract agreement of the MTI ATH Abbottabad with the Supplier/s (Bid Form-6 of these BSDs – Rate Contract Agreement); and

iii. In case of item/s falling in the category of drugs/medicines/medical devices, the immediate container of drug/medicine shall comply with the official monograph requirements, as submitted by the 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.

iv. All the item in individual packing (each item) should be stamped as **"MTI ATH NOT FOR SALE"**

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

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

The Supplier shall provide the following documents to the Procuring Agency:

i. Copies of the Supplier's invoice showing the goods' description, quantity, unit price, and total amount.
ii. Usual transport documents which the buyer may require to take delivery of the goods.
iii. Manufacturer's/Importer's prescribed warranty certificate as required under the Drugs Act 1976/DRAP Act2012.

iv. Valid GD of the imported Medicines/Medical Devices

v. Undertaking for Tax Exemption in case of any exempted medicines/medical devices.

The Supplier shall be responsible for transporting the item(s) in a manner that ensures the appropriate and required storage temperature is continuously and properly maintained during transportation, from the Supplier until delivery to the Procuring Agency.

In the case of item(s) requiring the maintenance of a cold chain, the Supplier shall be under obligation to provide valid and appropriate evidence to the Procuring Agency confirming that the end-to-end cold chain of the supplied item(s) has been adequately maintained during transportation of the said item(s) to the Procuring Agency.

In case the cold chain is not maintained for cold chain items at the time of delivery, the stock supplied shall be confiscated and supplier will bound to re-supply the same.

8. **Insurance (GCCClause11)**
   GCC11.1—The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility. Since the Insurance is seller's responsibility, they may arrange appropriate coverage.
9. **Incidental Services** (GCCClause13) Not applicable.

10. **Spare Parts** (GCCClause14) Not Applicable.

11. **Warranty (GCCClause15)**
    For goods belonging to the categories of Medicines and Medical Devices and falling under the Drugs Act 1976 and/or the DRAP Act-2012 and Rules framed there under, the Supplier, in addition to the terms and conditions of the Rate Contract Agreement with Procuring Agency (Bid Form-6), shall provide warranty to the Procuring Agency under all the relevant Section/s of applicable government laws and rules.

12. Payment (GCC Clause 16):
    GCC Clause 16 as well as under the terms and condition in Rate Contract Agreement (BidForm-6) with the Procuring Agency.

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

13. **Prices(GCCClause17)**

    i) 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.

    ii) In case of Medicines and medical devices, the bidder shall not quote the price more than the trade price of the individual quoted item(s).

iii) In case of Medical Devices, , the bidder shall not quote the prices more than the prevailing market trade price of the quoted item(s) for bulk purchases.

iv) 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.

v) In case of a single complying bid, the procuring entity may conclude the procurement contract through negotiation on quality upgrades, mode and schedule of delivery, or cost reduction. In case the bid price is above engineer estimates or market analysis report, conducted by the procuring entity, after due diligence, in such eventuality, the successful bidder shall be asked to match that price in order to protect public interest and to ensure general principle of timeliness for procurement as enunciated in section 3 of the Act as per the KPPRA Rules (42A) of 2014.

14. **Liquidated Damages (GCC Clause 23)**

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

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

The dispute resolution mechanism to be applied will be pursuant to relevant clauses of Rate Contract Agreement (Bid Form-6) between the Supplier and the Procuring Agency. If at all required, the jurisdiction of Court shall be of Abbottabad.

16. **Governing Language (GCC Clause 29)**

The Governing Language shall be: English.

For various item/s related to medicines and medical devices category, the language of official Monograph of the quoted medicines and medical devices item/s, as registered with the DRAP, shall be acceptable for the bidding process.

17. Applicable Law(GCCClause30)

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

i. The KPPRA Act, 2012.
ii. The KPPRA Rules, 2014.
iii. The Drugs Act, 1976 and Rules framed there under.
iv. The DRAP Act, 2012 and Rules framed there under.
v. The General Financial Rules of the Government of Khyber Pakhtun khwa and all the relevant laws, rules and regulations pertaining to budgeting and financial management of public funds.
vi. The Employment of Children (ECA) Act, 1991.
vii. The Bonded Labor System (Abolition) Act,of1992.
viii. TheFactoriesAct,1934
ix. The Contract Act, 1872
x. TheCompaniesOrdinance,1984/amendedCompaniesAct,2017

18. Notices(GCCClause31)

GCC31.1—Procuring Agency address for notice purposes:

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

Tel: 0992-9311154,

0992-9311155

Email:

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

19. Duties & Taxes(GCCclause32)

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

Section V.
Technical Specifications

Technical Evaluation Criteria for medicines and medical devices,

(Maximum Allocable Marks Score for Technical Evaluation=100Marks)

NOTE:

For further details of evaluation criteria and marking scheme, please see relevant proformas for technical evaluation of these BSDs attached with Biding Documents as well as on official website of Ayub Teaching Hospital, Abbottabad

1. SYSTEM BREAKING / DISQUALIFICATION POINTS IN TECHNICAL EVALUATION CRITERIA:

- **a.** These system breaking/disqualification points mentioned in this section are in addition to the provision of mandatory documents, as elaborated in Bid Cover Sheet (Bid Form-1).
- **b.** During technical evaluation of the quoted bids, bidders may stand disqualified if the Technical Evaluation Committee for bids evaluation find and declare any of the shortcoming/s related to the documents regardless of completion/ fulfillment or otherwise of any terms and conditions, criteria and/or codal formalities.
- **c.** The technical & financial evaluation system for MTI ATH Abbottabad bids for the FY……comprises different evaluation proformas (Section V. Technical Specifications) 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.
- **d.** Further details of system breaking points/issues for various categories of items are as follows:

A. <u>Mandatory Documents for Manufacturer/Importer of General Medicines/ Medical Devices/ Lab Chemicals/</u>

S.No	Documents (Mandatory)
1	Valid Manufacturer/Importer License of DRAP
2	Valid NTN Registration Certificate
3	Valid Sales Tax Registration Certificate and Active on ATL at the time of submission of Bids
4	Last Financial year Income Tax Return and Active on ATL at the time of submission of Bids
5	Last three years Banks Statement and audit report for financial positioning.
6	Certificate on Judicial Stamp Paper for (a) Non-Shareholder certificate, that no employee of MTI ATH Abbottabad is shareholder in my business, (b) the firm is not Blacklisted by any Government/Semi-Government Organization (c) the desired CDR is attached with Financial Bid
7	Integrity Pact (As per SBDs) on Judicial Stamp Paper
8	Undertaking regarding non cancelation/suspension of Drugs Registration of quoted product by DRAP with in last two years, Declaration of non-spurious/adulterated batch by DTL of Pakistan with in last two year
9	Copies of Product registration from DRAP of quoted items

Note: Non Provision of any of the above mandatory requirement leads to Disqualification of the firm

B. Documents Required for Technical Evaluation for Manufacturer and Importer of Medicines

a. Technical Evaluation For Manufacturer of Medicines

1)Valid ISO 45001 certificate of the facility where the quoted product is manufactured (duly attested by the senior executive of the firm)
2)Valid ISO 14001 certificate of the facility where the quoted product is manufactured, (duly attested by the senior executive of the firm)
3)Valid ISO 9001 certificate of the facility where the quoted product is manufactured, (duly attested by the senior executive of the firm)
4) Valid equipment's/instrument calibration certificates, majorly used for manufacturing/Lab analysis of the quoted product (duly attested by the senior executive of the firm)
5) Valid documents of the FBR showing the financial turn-over of the firm of the last financial year.
Note: The documents shall be attested by the senior executive of the firm.
6) Past Performance, Award letters of the firm by the Government, Semi Government and Autonomous Bodies or well reputed organization/Trust under Government of Pakistan
7) Detail of Adequate availability of qualified persons on managerial positions/other personnel attested by senior executive of the firm.
8) Bioavailability/Bioequivalence study of the quoted product (The documents shall be attested by the senior executive of the firm)
9) Goods Declaration certificate of imported API of the quoted item/s from Pakistan Customs,
10) Certificate of Analysis of API from the Principal Manufacturer as mentioned in the goods declaration (GD) duly attested by the senior executive of the firm.
11) Stability studies of quoted item/s duly attested by the Q.C in-charge of the firm).
12) DRAP Import Clearance Certificate at the time of Import of the Active Pharmaceutical Ingredient (API)

b. Technical Evaluation for Importer of Medicines

1) Valid ISO 45001 certificate of the facility where the quoted product is manufactured (country of origin) dully attested by the manufacturer
2) Valid ISO 14001 certificate of the facility where the quoted product is manufactured (country of origin) attested by the manufacturer
3)Valid ISO 9001 certificate of the facility where the quoted product is manufactured (country of origin) attested by the manufacturer
4) Valid accreditation of manufacturing unit or its relevant section/s by the US-FDA or WHO or official accreditation body/ies /regulatory body in the case of SRA countries (duly attested by senior executive of the firm)
5) Valid equipment's/instrument calibration certificates awarded by recognized firm of country of origin, majorly used for manufacturing/Lab analysis of the quoted product
6) Availability of minimum 40% inventory of the total import of the quoted item/s during last financial year (certificate to the effect duly signed by the senior executive of the firm & evaluated by the MTI ATH expert/s.
7) Adherence to Good storage practices (GSP) for storage of finished goods. Functional and effective Air-conditioning & Ventilation System and effective cold chain (thermo-labile drugs) dully attested by Provincial or Federal Drug Inspector.
8) Valid documents of the Federal Board of Revenue (FBR) showing the total financial turnover of the firm for the last year. (also to submit in technical bid) (The document shall be attested by a Senior executive of the firm)

9) Detail of Adequate availability of qualified persons on managerial positions/other personnel attested by senior executive of the firm
10) Past Performance, Award letters of the firm by the Government, Semi Government and Autonomous Bodies or well reputed organization/Trust under Government of Pakistan
11) DRAP Import Clearance Certificate at the time of Import of finished goods
12) Goods Declaration certificate of imported finished quoted item/s from Pakistan Customs.
13) Certificate of Analysis of finished quoted item/s from the Principal Manufacturer as mentioned in the goods declaration (GD), duly attested by the senior executive of the firm.
14) Valid free sale certificate of the quoted product issued by regulatory body of country of origin

C. Documents Required for Technical Evaluation for Manufacturer and Importer of Medical Devices (excluding Angiography Materials & Cardiac Stents):

a) Technical Evaluation For Manufacturer of Medical Devices

1)Valid ISO 14001 certificate of the facility where the quoted product is manufactured, (duly attested by the senior executive of the firm)
2)Valid ISO 9001 certificate of the facility where the quoted product is manufactured, (duly attested by the senior executive of the firm)
3)Valid ISO 45001 certificate of the facility where the quoted product is manufactured,(duly attested by the senior executive of the firm)
4) Valid ISO 13485 certificate of the facility where the quoted product is manufactured, (duly attested by senior executive of the firm).
5) Valid equipment's/instrument calibration certificates, majorly used for manufacturing/Lab analysis of the quoted product. attested by quality head of the firm
6) Valid documents of the FBR showing the financial turn-over of the firm of the last year.
Note: The documents shall be attested by the senior executive of the firm.
7) Tender Approvals from Secondary & Tertiary care Govt. Hospitals/Autonomous body or JCI accredited private entities/hospitals of KPK/other provinces of Pakistan.
8) Detail of Adequate availability of qualified persons on managerial positions/other personnel attested by senior executive of the firm.
9) Goods Declaration certificate of imported raw material of the quoted item/s from Pakistan Customs. (Certificate Duly attested by Senior Executive of the firm)
10) Certificate of Analysis of raw material from the Principal Manufacturer as mentioned in the goods declaration (GD) duly attested by the senior executive of the firm.
11) Valid ISO 10993 certificate for each quoted product duly attested by senior executive of the firm
12) Raw material source accredited by WHO/ US-FDA/EMA/MHRA/TGA/PMDA / DRAP
13) Physical examination of the quoted item/s by the expert/. Either of TEC/end user.

b) Technical Evaluation For Importer of Medical Devices

1)Valid ISO 14001 certificate of the facility where the quoted product is manufactured, (country of origin) duly attested by the senior executive of the manufacturer
2)Valid ISO 9001 certificate of the facility where the quoted product is manufactured, (country of origin) duly attested by the senior executive of the manufacturer
3) Valid ISO 13485 certificate of the facility where the quoted product is manufactured, (country of origin) duly attested by senior executive of manufacturer
4) Valid accreditation of manufacturing unit by official accreditation body duly attested by senior executive of the manufacturer
5) Availability of minimum 40% of the total import of the quoted items during the last one year duly attested by senior executive of the firm.
6) Adherence to Good storage practices (GSP) for storage of finished goods. dully attested by Provincial

or Federal Drug Inspector.
7) Valid documents of the FBR showing the financial turn-over of the firm of the last year.
Note: The documents shall be attested by the senior executive of the firm.
8) Tender Approvals from Secondary & Tertiary care Govt. Hospitals/Autonomous body or JCI accredited private entities/hospitals of KPK/other provinces of Pakistan.
9) Detail of Adequate availability of qualified persons on managerial positions/other personnel attested by senior executive of the firm.
10) Goods Declaration certificate of imported Item of the quoted item/s from Pakistan Customs. (Certificate Duly attested by Senior Executive of the firm)
11) Certificate of Analysis of Quoted item from the Principal Manufacturer as mentioned in the goods declaration (GD), duly attested by the senior executive of the firm.
12) Valid ISO 10993 certificate for each quoted product dully attested by senior executive of the firm
13) Valid free sale certificate of the quoted product issued by regulatory body of country of origin
14) Physical examination of the quoted item/s by the expert/. Either of TEC/end user.

D. <u>Documents Required for Technical Evaluation for Manufacturer and Importer of Lab Chemicals:</u>

	Documents (Mandatory)
1	Valid Manufacturer/Importer License of DRAP
2	Valid NTN Registration Certificate
3	Valid Sales Tax Registration Certificate and Active on ATL at the time of submission of Bids
4	Last Financial year Income Tax Return and Active of ATL at the time of submission of Bids
5	Last three years Banks Statement and audit report for financial position.
6	Certificate on Judicial Stamp Paper for (a) Non-Shareholder certificate, that no employee of MTI ATH Abbottabad is shareholder in my business, (b) the firm is not Blacklisted by any Government/Semi-Government Organization (c) the desired CDR is attached with Financial Bid
7	Integrity Pact (As per SBDs) on Judicial Stamp Paper
8	Undertaking regarding non cancelation/suspension of Registration from DRAP of quoted product with in last two years, Declaration of non-spurious/adulterated batch by DTL of Pakistan with in last two year
9	Copies of Product registration from DRAP of quoted items

Technical Evaluation of Manufacturer for Lab Chemical

1) Valid ISO 45001 certificate of the facility where the quoted product is manufactured duly Attested by the Senior Executive of the Manufacturer
2) Valid ISO 17025 certificate of the facility where the quoted product is manufactured duly Attested by the Senior Executive of the Manufacturer
3) Valid ISO 13485 Certificate of the facility where the quoted product is manufactured duly Attested by the Senior Executive of the Manufacturer
4) Valid ISO 9001 Certificate of the facility where the quoted product is manufactured duly Attested by the Senior Executive of the Manufacturer
5) Equipment's calibration certificate, majorly used for manufacturing/ Lab Analysis of the quoted products, attested by the quality Head of the Firm
6) Valid documents of the FBR showing the financial turn-over of the firm for the last year.
7) Stability studies certificate of the finished product from principal manufacturer
8) Award Letters from Govt/ Semi Govt/ Autonomous Healthcare Institutions or Trust healthcare institutions/ Health Institutions registered with Health Care commission.

01 mark for each Award Letter. Maximum 10 Marks

9) Details of adequate availability of Qualified persons on managerial positions/ other personnel attested by the senior executive of the Firm
10) cGMP valid certificate issued by DRAP
11) Good Declaration (GD) from Pakistan Custom for Raw Material
12) Certificate of Analysis of Raw materials from the principal Manufacturer as mentioned in GD duly attested by the senior executive of the Firm
13) Stability Studies certificate of the finished product from principal manufacturer
14) Physical examination of samples of quoted products:
    a) Excellent b) Good c) Satisfactory

A. Technical Evaluation of Importer for Lab Chemical

1) Valid ISO 17025 certificate of the facility where the quoted product is manufactured duly Attested by the Senior Executive of the firm
2) Valid ISO 13485 Certificate of the facility where the quoted product is manufactured duly Attested by the Senior Executive of the firm
3) Valid ISO 9001 Certificate of the facility where the quoted product is manufactured duly Attested by the Senior Executive of the firm
4) Equipment's calibration certificate, majorly used for manufacturing/ Lab Analysis of the quoted products, from Principal manufacturer attested by the quality Head of the Firm
5) cGMP valid certificate of foreign manufacturer issued by relevant authority
6) Valid documents of the FBR showing the financial turn-over of the firm for the last year.
7) Availability of Minimum 40% inventory of the total import of the quoted items quoted during the last 1 year duly Attested by the Senior Executive of the Firm
8) Credibility Certificate/ CE/ EC Certificate duly Attested by the Senior Executive of the Manufacturer
9) Award Letters from Govt/ Semi Govt/ Autonomous Healthcare Institutions or Trust healthcare institutions/ Health Institutions registered with Health Care commission.

01 mark for each Award Letter. Maximum 10 Marks

10) Details of adequate availability of Qualified persons on managerial positions/ other personnel attested by the senior executive of the Firm
11) Good Declaration (GD) from Pakistan Custom for Raw Material
12) Free sales Certificate from the exporter in the country of origin.
13) Certificate of Analysis of Raw materials from the principal Manufacturer as mentioned in GD duly attested by the senior executive of the Firm
14) Stabilities studies certificate of the finished product from principal manufacturer
15) Physical examination of samples of quoted products:
    d) Excellent e) Good f) Satisfactory

Section V.

Technical Specifications and Scoring System for Bids (Maximum Allocable Marks Score = 100 and qualifying marks will be 70% i.e 70marks)

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

The contract will be awarded to the best evaluated firm in terms of qualifying marks and lowest offered price.

ALL MANDATORY & TECHNICAL EVALAUTION PROFORMAS ARE AVAILABLE ON THE OFFICAL WEBSITES OF KPPRA and MTI ATH ABBOTTABAD which may be consider as part of SBDs.

Section VI. Sample Forms

MANDATORY STANDARD FORMS (1to5) BID

FORM 1: BID COVER SHEET
BID FORM 2: LETTER OF INTENTION BID
FORM 3: AFFIDAVIT
BIDFORM4: PRICE SCHEDULE FORMAT FOR FINANCIAL BID
(To be submitted in separate sealed envelope)

BID FORM 5: INTEGRITY PACT
BIDFORM6: CODE OF ETHICS

BIDFORM7: CONTRACT AGREEMENT
(For information only, shall be signed by the successful bidders only)

BIDFORM8: BANK GUARANTEE (SPECIMEN)

BidForm-1

BIDCOVERSHEET

Mandatory General Information of Applicant Firm

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

S.No.	**Name of the Bidding Firm**:	
1.	Please indicate whether the firm is: i. Manufacturer, or ii. Importer, or iii. Both; Manufacturer as well as Importer For 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: **i.** General medicines **ii.** Medical devices **iii.** Cardiac Stents **iv.** Lab Chemical	
3.	Please provide names, attested copies of CNICs, two recent attested photographs, valid street addresses in Pakistan, all working landline, mobile phone numbers and valid email address of the following: i. Owner/Proprietor of the Firm; and ii. Managing Director/CEO of the Firm; iii. 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.	Please provide the following valid information regarding applicant Firm: i. Complete street address of the: a. Head Office b. Main ware house ii. Valid & working official Landline Phone and Fax Numbers; and iii. Valid Mobile phone number/s of the Focal Person registered which should be registered on his/her CNIC No. and name; and iv. Valid and functional Email address of the firm for all correspondence; and v. Official Website address/es.	
5.	**i.** Please provide (with financial BID), in original, the bids security instrument amounting to Rupees **Amount in words** only (**Amount in figures/-**) in the shape of Call Deposit Receipt (CDR) in the name of the Hospital Director, Medical Teaching Institution, Ayub Teaching Hospital, Abbottabad, along with the Financial Proposal in the sealed envelope, from as scheduled Bank of Pakistan. Ordinary crossed or open Cheques shall not be acceptable as Bids security. **ii.** **Note:** Please also provide an attested photocopy of the same bids security document in the sealed envelope of technical proposal. The value of the CDR must be masked/hidden In case of provision of wrong contact information (address, email, phone etc.) by the bidder, leading to any miscommunication or delay in the timely/effective information/correspondence between the bidder and the procuring entity in the bidding process particularly and procurement cycle in general shall have no responsibility on the Procuring entity**.**	
6.	Please provide attested copies of all the documents mentioned in the Mandatory as well as Technical evaluation preforms.	
7.	Please Provide DRAP Approved Price list along with offered prices in the **financial bid** of quoted items	
8	For cardiac stents, submission of the following additional documents is mandatory that is valid U.S. FDA (Food and Drug Administration) certificate(s) for the quoted item(s) are enclosed with our bid submission.	
9		

.	

Note: Non-compliance with the above documentation requirements will lead to **disqualification** of the bidding firm.

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: • **That I/We have carefully read the entire set of Bid Solicitation Documents (BSDs)** pertaining to the bidding competition for the purchase and supply of drugs, medical devices and lab chemical for the year _____for **MTI ATH Abbottabad**, and I/We fully understand and agree to all the provisions, including (but not limited to) those under **ITB Clauses** of the Bid Data Sheet, terms and conditions, evaluation criteria, and the mechanism for evaluation and selection of items for which the Firm has submitted bids. • I/We further declare that I/We fully understand and agree that this bidding competition is based on technically qualified and lowest offered price for quoted item. I/We acknowledge that the **lowest financial bid will be successful** in winning the contract, • **That I/We guarantee** the quoted items (drugs/medicines, medical devices, items) are, and shall remain, **freely available in the market of Pakistan**, particularly in **Khyber Pakhtunkhwa province**, and/or are available in both **public and private sector health facilities**. • **That I/We undertake** to provide **uninterrupted and free access** to the inspection teams or expert(s) authorized by the **Hospital Director, Medical Teaching Institution, Ayub Teaching Hospital Abbottabad**, to all **relevant documents**, **manufacturing facilities/units**, **storage/warehousing facilities**, and any other operational areas, as deemed appropriate for the purposes of inspection and verification during the evaluation process. • **That in the case of any collusive, coercive, corrupt, obstructive, or fraudulent practices**, or any act of **misconduct** by our firm or its focal person in this bidding process, particularly with reference to the decision-making process of the **Notified Technical Evaluation Committee and/or Purchase Committee of MTI ATH**, **I/We shall be liable** to be proceeded against under the **Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Act 2012**, relevant **Rules**, and the **ATH Manual of Blacklisting**. This may include **forfeiture of bid security or performance guarantee**, **blacklisting**, and/or any other lawful action as deemed appropriate by MTI ATH or the Government of Khyber Pakhtunkhwa, including referral to **DRAP** or any other concerned federal agency or authority • I/We fully understand and acknowledge that **medical devices and items** falling under the categories such as **cotton, bandages, adhesive tapes**, and other **non-drug items** shall be **evaluated and examined** by the notified **committee of expert(s)/end user(s)**, **Technical Evaluation Committee** and/or **Purchase Committee** of **MTI ATH Abbottabad**, at its **sole discretion**. I/We further agree to **fully abide by** the decision and professional opinion—**whatsoever it may be**—rendered by the said expert(s) regarding the **selection, rejection, or otherwise** of the quoted item(s) for **purchase or rate contracting**, without any contest. • I/We also solemnly undertake and affirm that the **submission of any false, bogus, fake, forged, fabricated, or tampered documents** shall result in the **immediate disqualification** of our firm from the current bidding process, and may also lead to **legal or administrative action** by the

	concerned authority as per applicable laws and rules. • I/We fully understand and accept that **no documents issued after the official Bid Opening Date** shall be entertained or considered valid by the **Procuring Agency**, regardless of their relevance or nature.
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 disqualification and declaring my bid as ineligible and thus non-responsive.
	Signatures: **Name:** **CNIC No:** **Designation:** **Address:**

Bid Form-2

Letter of Intention

Bid Ref No.
Date of the Opening of Bids

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

To: [Name and address of Procuring Agency]

Dear Sir/Madam

Having examined the bidding documents, including Addenda Nos. [insert numbers& Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding document s and at the rates /unit prices described in the financial bid are not more than the trade price of 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.

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

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

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

Signed:

In the capacity of [insert: title or position]

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

BidForm-3

AFFIDAVIT (on Judicial Stamp Paper)

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

1) I/We, the undersigned, have read the contents of the Bidding Document and have fully understood it.

2) The Bid being submitted by the under signed complies with the requirements enunciated in the bidding documents.

3) The Goods that I/We, the undersigned, propose to supply under this contract are eligible goods within the meaning of this BSD.

4) The undersigned are also eligible Bidders within the meaning of the Bid Solicitation Documents.

5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.

6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.

7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.

8) That undersigned has not employed any child labor in the organization/unit.

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

Signature with stamp:

Name:
Designation:
CNIC No.:
For Messrs.[Name of Supplier]:

Bid Form-4

Note: This form is to be submitted in a separate sealed envelope to be kept within the main sealed envelope of the bid.

E. Price Schedule format for Financial Bid of the MTI ATH Abbottabad FY2024-25

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

S.No.	Generic Name with Strength and Dosage Form of quoted Drug/Medicine	Trade/Brand Name of quoted Drug/Medicine	Maximum Retail Price (MRP)of the quoted items	Trade Price of quoted Drug / Medicine (Unit price)	Rate Offered per unit in Pak. Rupees (Rs)for Quoted Drugs / Medicines.
1					

Note: Quoted price of the items shall be round figure. For Example, Rs.72/-

In case of same price offer by more than one firm for an item, the one having highest technical score shall be qualified as a winning bidder.

2. In case of, Medical Devices, the unit price of each item shall be quoted and submitted in the following format:

S.No.	Generic Name with sizes/ measurements of quoted item	Trade / Brand Name of quoted item	Maximum Retail Price (MRP) of the quoted item	Trade Price of quoted item (Unit price)	Rate Offered per unit in Pak. Rupees(Rs)for the quoted item
1					

Note: Quoted price of the items shall be round figure. For Example, Rs.72/-

In case of same price offer by more than one firm for an item, the one having highest technical score shall be qualified as a winning bidder.

BidForm-5

INTEGRITY PACT (on Judicial Stamp Paper)

Declaration of Fees, Commission and Brokerage Etc. Payable by Suppliers of Drugs /Medicines, Surgical Disposables, Medical Devices & Non Drugs Items for MTI ATH Abbottabad FY 2025-2026

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____ Dated: _____
Contract Value: _____
Contract Title: _____

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [Name of Supplier] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA 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 PA.

Name of Procuring Agency:_____ Name of Supplier:_____
Signature:_____ Signature:_____

WITNESSES

Witness No. 1
Name: _____
Father's Name: _____
CNIC No.: _____
Address: _____
Signature: _____

Witness No. 2
Name: _____
Father's Name: _____
CNIC No.: _____
Address: _____
Signature: _____

BidForm-6

DECLARATION/ CODE OF ETHICS FOR THE MEMBERS OF THE
TECHNICAL EVALAUTION AND PURCHASE COMMITTEES
MTI ATH ABBOTTABAD

For Procurement Committee Members – FY _____

In performing the operations as a member(s) of the procurement committees involved in the bidding process and competition regarding the purchase and supply of drugs, non-drugs, and surgical disposable items for the year 2024–25 for health facilities/institutions through the Directorate General Health Services, Khyber Pakhtunkhwa, Peshawar, **I/We do hereby solemnly affirm, declare, and certify** that:

1. **Compliance with Laws and BSDs**
   I/We shall perform my/our official duties in strict compliance with the approved Bid Solicitation Documents (BSDs) and all prevailing laws. In conducting procurement activities, I/We shall act solely in the public interest and ensure equal treatment of all bidders and products.
2. **Professional Conduct**
   I/We shall carry out my/our responsibilities with due diligence, honesty, and professionalism, continuously upgrading my/our knowledge and competency.
3. **Integrity of Duties**
   I/We shall not engage in any activity contrary to my/our official responsibilities and will avoid actions or conduct that may impair the interests or reputation of MTI ATH Abbottabad, where I/We are nominated or employed.
4. **Impartiality**
   I/We shall perform my/our duties free of bias and without any intention of achieving predetermined outcomes.
5. **Objectivity in Decision-Making**
   I/We shall not be influenced by prejudice, personal ambitions, conflicts of interest, intimidation, or pressure from superior members of the committee, management officials, or external parties. I/We shall ensure fair treatment of all bidders and uphold their lawful rights and interests.
6. **Independent Judgment**
   I/We shall reach decisions independently and objectively, based only on legally relevant facts, and act without undue delay.
7. **Adherence to Due Process**
   I/We shall follow appropriate and transparent procedures in carrying out my/our duties and shall firmly reject any form of undue influence, including that from superiors.
8. **No Personal Gain or Conflict of Interest**
   I/We shall not exploit my/our status or access to information for personal benefit. I/We shall actively avoid any conflict of interest or situations that may create such suspicion.
9. **Honesty and Transparency**
   I/We shall not knowingly mislead the public or other members of the procurement committee.
10. **Confidentiality**
    I/We shall treat all information accessed through my/our role with strict confidentiality and ensure proper protection of such information.
11. **Political Neutrality**
    I/We shall refrain from expressing or promoting political views during the performance of my/our official duties.
12. **Avoiding Personal Conflicts**
    I/We shall ensure that neither my/our personal financial interests nor those of my/our family, relatives, or friends conflict with my/our official responsibilities.

13. **Prohibition on Gifts and Benefits**
    I/We shall not solicit or accept any gifts, services, assistance, or other benefits for myself/ourselves or others that could influence or appear to influence my/our decisions, or that could compromise my/our professional integrity during this bidding process.
14. **No Gratification or Rewards**
    I/We shall not accept any gifts or tokens of gratitude that could be interpreted as a reward for executing duties that fall within my/our official responsibilities.

Name of Committee Member(s):

Designation:

Signature(s):

Date:

1. Dr. /Mr. /Ms. Designation
2. Dr. /Mr. /Ms. Designation
3. Dr. /Mr. /Ms. Designation
4. Dr. /Mr. /Ms. Designation
5. Dr. /Mr. /Ms. Designation
6. Dr. /Mr. /Ms. Designation
7. Dr. /Mr. /Ms. Designation
8. Dr. /Mr. /Ms. Designation
9. Dr. /Mr. /Ms. Designation
10. Dr. /Mr. /Ms. Designation

Bid Form-7

MTI ATH ABBOTTABAD RATE CONTRACT AGREEMENT
(For successful bidders)

This Rate Contract Agreement is made and agreed today on the **_____ day of [Month], Year** 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); and **Messrs. [Name of Supplier]**, through Mr. [Designation], CNIC No. _____, (hereinafter referred to as the "Supplier" or "Second Party", or "he", or "his", or "him", which expression, unless repugnant to the context, means and includes their legal heir(s), successors-in-interest, assignee(s), and legal representative(s)).

RECITALS:

WHEREAS the Procuring Agency has made a bidding competition under the approved Bid Solicitation Documents (BSDs) for the year _____ for the selection and rate contracting of drugs/medicines, medical devices, (hereinafter referred to as "goods") for actual purchases to be made by the MTI ATH Abbottabad.

AND WHEREAS the Supplier has won the bidding competition for selected goods, as listed in **Schedule-1** of this contract agreement.

AND WHEREAS the Supplier declares that he is not a broker, middle-man, distributor, or authorized dealer acting on behalf of any entity or person, but is a genuine manufacturer and/or direct importer of the goods.

AND WHEREAS both parties agree that the Procuring Agency may purchase all, some, or none of the goods from the Supplier at its sole discretion, subject to the terms and conditions of the BSDs.

AND WHEREAS the Supplier shall supply all goods ordered by the Procuring Agency in the quantities and within the timeframes stated in the respective supply orders issued.

NOW, THEREFORE, BOTH PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Supplier Responsibility

The Supplier accepts full responsibility for the accuracy of the affidavit submitted with Bid Form-1 and acknowledges that any breach shall subject the Supplier to penalties and actions under applicable laws and BSDs.

2. Delivery Location

The Supplier shall deliver the goods exactly to the official address provided in the supply order.

3. Transportation & Handling

All logistics, including loading, unloading, and transport safety, are the sole responsibility of the Supplier.

4. Product Condition

The Supplier is fully responsible for maintaining proper environmental and handling conditions to ensure product safety and efficacy.

5. Logistics Charges

No extra charges for logistics, including toll tax, labor, or freight, may be claimed.

6.Specifications

All goods must match the specifications outlined in the BSDs.

7. Sampling and Testing

The Procuring Agency shall obtain samples for Drug Testing Laboratory (DTL) analysis. If goods are found non-compliant:

- a. Replacement is required within 7 days at Supplier's cost.
- b. Penalties apply for delay or non-replacement.
- c. Seized stock becomes case property.
- d. Supplier must ensure safe storage of seized goods.
- e. Destruction costs of non-compliant goods shall be borne by the Supplier.
- f. Standard quality goods will be returned to the Supplier.
- g. Supplier pays testing fees.

8. Shelf Life

Minimum shelf life:

- **85% for local products**
- **70% for imported products**

9. Public Disclosure

Supplier shall publish delivery details (batch, expiry, manufacturer, etc.) on its website, identifying MTI ATH as the recipient.

10. Legal Action for Violations

Any violation of law or BSDs may result in penalties or legal action including blacklisting.

11. Enforcement

MTI ATH may initiate legal action for non-compliance, including confiscation or blacklisting.

12. Packaging & Labelling

- a. Each unit must be labelled with "MTI ATH ABBOTTABAD SUPPLY – NOT FOR SALE."

- b. Labels must meet Drug Labelling Rules 1986.
- c. Packaging must follow BSD provisions.
- d. Specific absorbent items must comply with Health Ministry instructions (Ref No. F.6-6/2005-Reg-II dated 13/09/2006).

13. Inspection Rights

MTI ATH may inspect manufacturing facilities and take necessary action if violations are found.

14. Price Validity

Prices quoted shall remain valid until June 30, 2025, or until next tender finalization, whichever is earlier.

15. Performance Security

Bid security shall serve as performance guarantee and will be returned upon contract completion.

16. Warranty for Drugs

Warranty must be provided as per Form-2A under DRAP/Drugs Act 1976.

17. Quality Consistency

All items must match quality and certifications evaluated during bidding.

18. Billing & Taxes

Supplier shall submit triplicate bills with complete documentation and shall bear all applicable taxes and duties.

19. Fraud/Misconduct

Any fraudulent act shall subject the Supplier to penalties under blacklisting guidelines (Ref No. 2440-2500/Proc.Cell, Dated: 30-08-2018).

20. Short Expiry Replacement

Supplier must replace short-expiry items upon request at least 6 months before expiry.

21. Force Majeure

Supplier must inform in writing (excluding email) of force majeure situations:

- a. Max 30-day extension may be granted.
- b. MTI ATH is not responsible for fiscal year-end fund lapses.
- c. Failure to supply after extension results in contract cancellation and forfeiture of security.

22. Delivery Time & Penalties

- **30 days** for local manufacturers, **45 days** for importers.
- Delays incur:
    - 1% penalty/week for 7 weeks up to a total 7 % for delay
    - Additional 5% penalty shall be imposed in case of supply of stock beyond 7weeks**. (7%+5%)**
    - Beyond that (7weeks) the procuring entity can procure the same at risk and cost of Supplier + potential blacklisting.

23. Completion of Pending Orders

Orders issued before finalization of the next tender must be fulfilled; penalties apply for default.

24. Short Expiry – Low Consumption

Supplier shall replace short-expiry items due to low utilization, if requested 3 months in advance.

25. Indemnity

Supplier agrees to indemnify MTI ATH officials against losses arising due to the Supplier's actions.

26. Anti-Corruption Clause

Any bribe or kickback results in liability up to 10x the bribe amount.

27. Annual Supply Data

Supplier shall submit full data of annual supplies before financial year close; CDR/BG release depends on it.

28. Dispute Resolution

Unresolved disputes shall be referred to the BOGs of MTI ATH through a Dispute Resolution Committee.

29. Item Regulation

MTI ATH may regulate item supply through restrictions or classifications under BSDs.

30. Contract Extension

Contract may be extended annually up to three years with committee approval per KPPRA Rule 31A (2014).

31. Single Complying Bid

In case of single complying bid, contract may be finalized via negotiation for cost, delivery, or upgrades under KPPRA Rule 42A (2014).

_____ **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's Name: _____ Address: _____ CNIC No. _____ on Behalf of Hospital Director MTI ATH Abbottabad	**WITNESSNO.2** Signature: _____ Name: _____ Father's Name: _____ Address: _____ CNIC No. _____ **For and on behalf of Manufacturers/Importer**

Schedule-1

MTI ATH ABBOTTABAD LIST OF APPROVED ITEMS AND SUPPLIERS

FY_____

1. Name and Address of Supplier:

2. List of Selected / Approved Item /s from the Supplier along with quoted unit price/s:

S.No.	Approved Product/s Generic Name	Strength, Dosage form	Brand Name	Volume / Pack Size	Approved Rate/Unit
1					
2					
3					
4					
5					
6					

BID FORM-8
BANK GUARANTEE (Specimen)

Guarantee No.
Initial Date of Issue:
Amount of Guarantee (PKR): Rs. [Amount in figures]/- ([Amount in words] only)
Date of Expiry of Guarantee: Till finalization of next tender FY _____(Extendable)
Claim Lodgment Date: As decided by the Procuring Agency.

From:
[Bank Name and Complete Address]

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 at **[Address of the Head 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 the Bid Solicitation Documents (BSDs) for FY_____, is 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]**.

Now therefore, in consideration of the above, we, the Guarantor, unconditionally guarantee the due payment to you, upon your demand, of such sum or sums not exceeding **Rs. [Amount in figures] (PKR [Amount in words] only)** in the event that the Customer/Bidder fails to perform or fulfill any of the terms and conditions of the BSDs during the specified period.

Provided that any such demand is received by us in writing at this office within the validity of this Guarantee period, and is accompanied by your written declaration that the Customer/Bidder has failed to comply with the terms and conditions/regulations, such declaration shall be accepted by us as conclusive proof that the amount claimed is due to you, and we shall pay you the amount under this Guarantee.

Our liability under this guarantee shall not be affected by:

- Any dispute or difference between you and the Customer/Bidder,
- Any forbearance or indulgence granted by you to the Customer/Bidder, or
- Any other security held by you from the Customer/Bidder related to the aforementioned regulations, violations, or any other matter.

Notwithstanding anything to the contrary contained hereinabove, our maximum liability under this guarantee shall not exceed **Rs. [Amount in figures] (PKR [Amount in words] only)**.

This guarantee shall remain valid up to **[Date or "as may be decided by the procuring entity"]**.

Any claims under this guarantee must be received in writing along with the original Bank Guarantee and all amendments, if any, on or before the expiry of this guarantee i.e., **[Date]**, after which this guarantee shall

become automatically void, and the bank shall be absolved of its liability whether or not the original is returned to us for cancellation.

This agreement shall be governed by and construed in accordance with the laws of Pakistan

For and on behalf of (Bank Name) _____

Authorized Person Signature with Stamp/Seal_____

Asif Nawaz Khan	Wasir khan	Murtaza khan
Head of Pharmacy Deptt:	Procurement officer AMC	Incharge procurement ATH
Member	Member	Member

Asso: Prof. Dr. Tariq Abbasi
Chairman

Hospital Director
ATH, Abbottabad

MEDICAL TEACHING INSTITUTION, AYUB TEACHING	
PHARAMCY SERVICES DEPARTMENT MTI ATH ABBOTTABAD	
Tender Items List	
S#	**Item**
Formulary No	**Medicines**
7	Ketamine 200mg Inj
8	Lignocaine + Adrenaline Inj
9	Lignocaine Inj
10	Lignocaine Gel 2%
11	Lignocain 4 % Oral Solution
15	Suxamethonium Inj
17	Adrenaline 1mg Inj
19	Human Albumin 20% inj 10g/50 ml
22	Amino acid 8% Inf
23	Amino Acids 5% 500ml
24	Aminophyllin Inj 250 mg
28	Ampicilin + Cloxacillin 500mg Inj
29	Ampicillin 500 mg Inj
30	Rabies vaccine
31	Anti Snake Venom
32	Artesunate 120mg inj
33	Aspirin Tab 75mg
34	Aspirin Tab 300mg
35	Aspirin+Clopidogrel 75/75mg Tab
36	Atenolol 100 mg
37	Atenolol 50 mg
38	Atropine Inj
41	Benzyl Penicillin 10lac iu Inj
43	Bisoprolol 5mg Tab
44	Calcium Gluconate Inj 10%
45	Captopril 25 mg Tab
46	Carvidolol 6.25 Tablet
54	Chloroxylenol soln. 5%, 1000mL
55	Clarithromycin 500mg Inj
56	Clopidogrel tab 75mg
64	Drotaverine 80 mg Inj
65	Drotaverine 40 mg Tab
72	Filgrastim 300 mcg Inj
73	Gelofusine 500ml
75	Glyceryl Trinitrate 0.5 mg SL
78	Haloperidole Inj 5 mg
80	Hydralazine 25 mg Tab
81	Hydrocortison 100mg inj
82	Hydrocortisone 250mg Inj

83	Insulin 70/30
84	Insulin Glargine 10 IU
85	Insulin Regular Inj
90	Kleen Enema
92	Levetiracetam Injection 500 mg
93	Linezolid 600mg Inf
94	Magnesium Sulphate 10ml Inj
97	Methyl Prednisolone Inj 1 g
101	Misoprostol 200mcg Tab
103	Norepinephrine 4mg Inj
106	Oxytocin 5iu Inj
108	Phenytoin 250mg Inj
110	Polyfax skin oint
111	Potassium Chloride inj 20ml
112	Rabies immunoglobulin 5mL, 1000I.U. Vial (Equirab)
113	Rho (D) 300iu Inj
114	Rosuvastatin 10mg
115	Rosuvastatin tab 20 mg
116	Salbutamol Sol for Inh 250 mcg
117	Silver sulfadiazine cream 1% 50g
118	Sodium Bicarbonate inj. 20mL
119	Spirit (Lit)
120	Streptokinase Inj
122	Tetanus Toxoid Inj
128	Electrolyte-M 1000ml Inf
134	Dextrose25 % 25ml
140	Mannitol Inf
151	Acetazolamide Tab 250 mg
152	Aceclofenac Tab 100mg
153	Acefylline cough syrup 125 mg per 5 ml
154	Activated Charcoal
155	Acyclovir 200mg Tab
156	Acyclovir 400mg Tab
157	Acyclovir Eye ointment 3 %
158	Albendazole Susp 200 mg
159	Albendazole Tab 200 mg
160	Aldactone Tablets 100 mg
161	Aldactone Tablets 25 mg
163	Allopurinol Tab 100 mg
164	Allopurinol Tab 300 mg
165	Alprazolam 0.25 mg Tab
167	Aminophyllin, Ammonium Chl, Diphenhydramin Syrup
168	Amiodarone 100 mg Tab
169	Amiodarone 200 mg Tab
170	Amitriptyline Tab 25 mg
171	Amlodopine + Valsartan 10/160 Tab
172	Amlodopine + Valsartan 5/160 Tab

173	Amlodopine + Valsartan 5/80 Tab
178	Ampicilin + Cloxacillin Cap 250 mg
179	Ampicilin + Cloxacillin Cap 500 mg
180	Ampicillin 250mg Inj
181	Antacid Syrup
182	Apixaban 2.5mg tab
183	Apixaban 5mg tab
184	Artemether + Lumefantrine tab 40/240 mg
185	Artemether + Lumefantrine tab 80/480 mg
186	Artesunate 60mg inj
187	Artificial Tear Eye Drops
188	Atorvastatin Tab 10 mg
189	Atorvastatin Tab 20 mg
190	Atropine Eye Drops
191	Azathioprine Tab 50 mg
195	Bacillus clausii (Enterogermina) amp 5ml
196	Baclofen Tab 10 mg
197	Beclomthasone Dipriprionat +formoterol 100/6 mcg inh.
198	Benzirin Mouth Wash 0.15% w/v
199	Betahistine Tablets 8 mg
200	Betamethsone cream 0.05 %
201	Betamethsone lotion 0.05 %
202	Betamethsone ointment 0.05 %
203	Bosentan 62.5mg tab
204	Brimonidine 0.2 % E/D
205	Budesonide+formorterol Cap 400/6mcg
206	Calcium Acetate Tablet 667mg
207	Candesartan 16 mg Tab
209	Carbidopa/Levodopa Tab 25/250 mg
210	Carvidolol 12.5 Tablet
211	Carvidolol 25 Tablet
212	Cefaclor Susp 125 mg
213	Cefaclor Susp 250 mg
217	Cefuroxime 1.5 g Inj
218	Cefuroxime 250mg Tablet
220	Cefuroxime Syrup 125 mg/5ml
223	Cephradine 250 mg Cap
226	Cetirizine syp 5 mg/5mL
228	Cilostazole tab 100 mg
233	Clindamycin 600 mg Injection
234	Clindamycin Capsules 150 mg
235	Clindamycin Capsules 300 mg
236	Clonazepam Tab 0.5 mg
237	Clotrimazole Vaginal Tab 100 mg
238	Co-Amoxiclav Syp 156.5 mg
239	Co-Amoxiclav Syp 312mg
240	Co-Amoxiclav 1g Tablet

241	Co-Amoxiclav 625mg Tablet
242	Cranberry Sachet 250 mg
243	Cyclopentolate 1 % Eye Drops
244	Dapagliflozin 10 mg Tab
245	Dapagliflozin 5 mg Tab
246	Dexamethasone 0.5 mg Tab
247	Dexamethasone eye drops
248	Diclofenac Sodium Gel
250	Digoxin 250 mcg Tab
251	Diltiazem 30mg Tab
252	Dimenhydrinate 50 mg Tablets
255	Doxofyllin 400 mg Tablet
257	Doxycycline 100 mg Capsule
260	Dydrogesterone 10 mg Tab
263	Eplerenone 50 mg Tab
267	Fexofenadine/Pseudoephidrine Tab 60/120
269	Fluconazole 50 mg Syp
271	Fluconazole Cap 50 mg
273	Flurbiprofen 100 mg tab
274	Folic Acid Tablets 5 mg
275	Foster 200/6mcg Inhaler . .
277	Fusidic Acid Ointment 15 g
278	Furosemide Tablet 20 mg
279	Furosemide Tablet 40 mg
280	Gadopentetate 10 ml Inj (Omnivest)
281	Gadopentetate 15 ml Inj (Omnivest)
282	Gadopentetate 20 ml Inj (Omnivest)
283	Getifloxacin 0.3 % Ointment
284	Glibenclamide Tab 5 mg
285	Gliclazide MR tab 30 mg
286	Gliclazide MR tab 60 mg
290	Glycerine Suppositories 4 g
293	Ibuprofen 200 mg Tab
294	Ibuprofen 400 mg Tab
296	Infusion Chamber
297	Insulin NPH Injection
298	Iodine 76% w/v 20 ml inj (urografin)
299	Iohexol 100 ml
300	Iohexol 50 ml
301	Ipratropium Inhalor
302	Itopride Tab 150 mg
304	Itraconazole 100 mg Capsule
305	Ivabradin tab 5 mg
306	Ketoalfa tablet
307	Ketotifen 0.2 mg / ml syp
308	Ketotifen 1 mg Tab
309	Labetalol Tablet 100 mg

310	Lacosamide 100 mg
311	Lacosamide 50 mg
312	Lactulose Syrup 120 ML
313	Laxoberon Syrup 5mg /5ml
315	Levetiracetam tab 250 mg
316	Levetiracetam tab 500 mg
317	Levijon Injection-IV 500/5 mg/ml
318	Levocetrizine 2.5 mg/ml Syp
319	Levocetrizine Tab 10 mg
320	Levocitrizine Tab 5 mg
324	Linzolid syp 100 mg
325	Linzolid Tab 600 mg
326	Lisinopril Tab 5 mg
327	Loperamide 2 mg Cap
328	Loratidine tab 10 mg
330	Lornoxicam Tablets 8 mg
331	Losartan Potasium tablet 25 mg
332	Losartan Potasium tablet 50 mg
333	Losartan Potasium+HCT 50/12.5 mg
334	Magnesium Hydroxide + Liquid Parafin (Cremaffin)
335	Mebendazole Tab 100 mg
336	Mebendazole Tab 500 mg
337	Mebeverine HCL Tab 135 mg
338	Mecobalamine Injection 500 mcg
339	Mefenamic Acid Tab 250 mg
340	Mefenamic Acid Tab 500 mg
341	Meloxicam Tab 15 mg
342	Meloxicam Tab 7.5 mg
343	Metformin + Glimepride Tab 1/500 mg
344	Metformin + Glimepride Tab 2/500 mg
346	Metformin tab 850 mg
347	Methyl Dopa Tab 250 mg
348	Metoclopramide 5mg Syp
349	Metoclopramide 10mg tab
350	Metoprolol Tablet 25 mg
351	Metronidazole susp 200/5 mg/mL
353	Miconazole oral gel
354	Montelukast Sachet 4 mg
356	Movocol Sachets
359	Muconyl Expectorant Syrup 1.5 / 66.5 mg/5ml
360	N-Acetyl Cysteine sachet 200mg
361	Naproxin Sodium 500 mg tab
362	Nebivolol 2.5 mg tab
363	Nebivolol 5 mg tab
364	Nepafenac 0.1% E/D
365	Nicardipine 10 mg Tab
366	Niclosamide Tab 500 mg

367	Nicorandil 10 mg Tablet
368	Nifedipine Reatard 10 mg
369	Nifedipine Tab 30 mg
371	Nimodipine Tab 30 mg
372	Nystatin Oral Drops
373	Octreotide 0.1 mg Inj
374	Olanzapine tablet 10 mg
375	Olanzapine tablet 5 mg
378	Ondansetron 8mg Tablet
381	Paracetamol+Orphenadine Tab 450/35 mg
383	Paracetamol Drops 80 mg
386	Paracetamol Tab 500mg
387	Phenazopyridine HCl Tab 100 mg
388	Pheniramine 50 mg Tab
389	Phenylephrine HCl 10% Eye Drops
392	Piracetam Inj 1g
393	Piroxicam 20mg Inj
395	Polyethylene Glycol (PEG 3350), Sodium Chloride,Sodium Bicarbonate,Potassium Chloride Sachet
396	Polyfax eye oint
397	Potassium Chloride Tab SR 500
398	Prednisolone Tab 5 mg
401	Pregablin Tab 100 mg
402	Pregablin Tab 150 mg
403	Progesterone Capsules 100 mg
404	Progesterone Capsules 200 mg
405	Propranolol Tab 10 mg
406	Propranolol Tab 40 mg
407	Pyridoxine Tablet 50 mg
408	Quetiapine Tablet 25 mg
409	Racecadotril (Acetorphan) Sachet 10 mg
410	Ramipril 1.25 mg Tab
411	Ramipril 2.5 mg Tab
412	Ramipril 5 mg Tab
413	Ranolazine Tab 500 mg SR
414	Rifaxamin Tab 550 mg
415	Risperidone Tablet 2 mg
416	Rivaroxaban Tab 10mg
417	Rivaroxaban Tab 15 mg
418	Rivaroxaban Tab 20 mg
419	Sacubitril + Valsartan Tablets 48.60/51.40 mg
420	Salbutamol + Beclomethasone Inhalor 100/50 mcg
421	Salbutamol Inhalor 100 mcg
422	Salbutamol Syrup
423	Serratopeptidase 10mg tablet
424	Sertraline Tab 100 mg
425	Sertraline Tab 50 mg

426	Silymarin 200 mg Tab
429	Sodium bi carbonate tab 300 mg
430	Sodium Chloride Nasal Drops 0.65 %
431	Sodium Citrate Syp
432	Solifenacin Tab 10 mg
433	Spiranolactone + Furosemide Tablet 20 mg
434	Spiranolactone + Furosemide Tablet 40 mg
435	Spiranolactone Tablet 40 mg
436	Spiranolactone Tablet 100 mg
437	Sucralfate 1000mg/5mL susp 60ml
438	Sulfamethoxazole + Trimethoprim tab 960 mg
439	Tamsulin Cap 0.4 mg
440	Tamsulosin + Dutasteride 0.4/0.5 mg Cap
441	Telmisartan tab 40 mg
442	Terbutaline Syp
443	Timolol Drops 0.5 %
444	Tiotropium Bromide Cap 18 mcg
447	Tobramycin + Dexamethaone 3.5 g Ointment
449	Tobramycin Eye Drops
450	Tramadol 100 mg Tab
451	Tranexamic Acid Cap 500 mg
452	Trimetazidine MR Tablets 35 mg
453	Trypsin/Chymotrypsin forteTab
454	Valporate Syrup 250mg, 120mL
455	Valproate/Divalporax Tab 250 mg
456	Valproate/Divalporax Tab 500 mg
457	Valsartan + Sacubitril Tab 100 mg
458	Valsartan + Sacubitril Tab 50 mg
462	Atracurium inj 10mg/mL, 5 mL
463	Inj Tirofiban Hydrocloride 50ml