



KHYBER TEACHING HOSPITAL
MEDICAL TEACHING INSTITUTION PESHAWAR

STANDARD BIDDING DOCUMENTS

FOR

NATIONAL COMPETITIVE BIDDING

SELECTION AND RATE CONTRACTING OF

A. MEDICAL DEVICES, SUTURE, COTTON & Related Items

B. MEDICINES

C. NON-DRUG ITEMS

FOR THE YEAR 2023-24

(PROCUREMENT SPECIFIC PROVISIONS)

PART ONE (UNCHANGEABLE)

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

Preface

These Bidding Documents have been prepared for use by procuring agencies and their implementing agencies in the procurement of goods through National Competitive Bidding (NCBs) as well International Competitive Bidding (ICBs) vide 41(g) KPP Rules 2014.

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

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

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Part One - Section I.

Instructions to Bidders

Notes on the Instructions to Bidders

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

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.

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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 payments under the contract for which these bidding documents are issued.
	1.2	The funds referred to above in addition shall be “Public Fund” which according to 2 (l) of KPP Rules 2014 means (i) Provincial Consolidated Fund; (ii) foreign assistance; (iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government.
	1.3	Payment by the Fund will be made only at the request of the 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 source as defined in the KPP Rules, 2014 and its Bidding Documents except as provided hereinafter.
	2.2	Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the 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) KPP 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 characteristics or in purpose or utility from its components.
	3.3	The origin of goods and services is distinct from the nationality of the Bidder.
4. Cost of Bidding	4.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
B. The Bidding Documents		
5. Content of Bidding Documents	5.1	The bidding documents include: 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 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 a interested Bidder, may modify the bidding

		documents by amendment.
	7.2	All interested bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.
	7.3	In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the 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 Clause 15.
10. Bid Form	10.1	The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity, and prices.
11. Bid Prices	11.1	The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
	11.2	Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
	11.3	The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the 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 Pak Rupees unless otherwise specified in the Bid Data Sheet.
13. Documents Establishing Bidder's	13.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
Eligibility and Qualification	13.2	The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction: <ul style="list-style-type: none"> 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 and Conformity to Bidding Documents	14.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
	14.2	The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

	14.3	<p>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:</p> <ul style="list-style-type: none"> 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 deviations and exceptions to the provisions of the Technical Specifications.
	14.4	For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the 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 substitutions ensure substantial equivalence to those designated in the Technical Specifications.
15. Bid Security	15.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
	15.2	The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
	15.3	<p>The bid security shall be in Pak. Rupees and shall be in one of the following forms:</p> <ul style="list-style-type: none"> 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 and valid for thirty (30) days beyond the validity of the bid; or b) Irrevocable encashable 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 bid security may be forfeited: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> i. to sign the contract in accordance with ITB Clause 32; or 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 commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
		D. Submission of Bids
18. Sealing and Marking of Bids	18.1	The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
	18.2	The inner and outer envelopes shall: <ul style="list-style-type: none"> 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. Late Bids	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 not later than the deadline for submission of bids.
	21.3	No bid may be modified after the deadline for submission of bids.
	21.4	No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.
		E. Opening and Evaluation of Bids
22. Opening of Bids by the 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 Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
24. Preliminary Examination	24.1	The 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 nonconformity.
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 Clause 25.4: <ul style="list-style-type: none"> 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 g. other specific criteria indicated in the Bid Data Sheet and/or f. In the Technical Specifications.

	<p>25.4 more of the stated in the Bid Data Sheet pursuant to ITB 25.3, one or the Bid Data following quantification methods will be applied, as detailed</p> <p>a. Sheet: All costs provided by the bidder will be added by Procuring destination the delivered duty paid (DDP) price at the final</p> <p>b. Delivery</p> <p>i. schedule. 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.</p> <p>or</p> <p>ii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.</p> <p>or</p> <p>iii. The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.</p> <p>c. Deviation in payment schedule:</p> <p>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.</p> <p>or</p> <p>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.</p>
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	<p>d. Cost of spare parts.</p> <p>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.</p> <p>or ii.</p> <p>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.</p> <p>or iii.</p> <p>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.</p> <p>e. Spare parts and after sales service facilities in the Procuring agency's 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, d shall be added to the bid price.</p> <p>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.</p> <p>g. Performance and productivity of the equipment.</p> <p>i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications. or</p> <p>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.</p> <p>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</p>
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Alternative	25.4	25.4 Merit Point System:
		The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.
		[In the Bid Data Sheet, choose from the range of]
		Evaluated price of the goods 60 to 90
		Cost of common list spare parts 0 to 20
		Technical features, and maintenance and operating costs 0 to 20
		Availability of service and spare parts 0 to 20
		Standardization 0 to 20
		Total 100
		The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.
26. Contacting 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.
	32.2	Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the 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 another 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	<p>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:</p> <p>a. defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>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</p> <p>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 noncompetitive levels and to deprive the Procuring agency of the benefits of free and open competition;</p> <p>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;</p> <p>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.</p>
	34.2	<p>Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.</p>
36. Integrity Pact	35.1	<p>The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.</p>

Part One - Section II.

General Conditions of Contract

Notes on the General Conditions of Contract (GCC)

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

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

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General Conditions of Contract

1. Definitions	1.1	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> 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” means 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.
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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 so 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 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	<p>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:</p> <ul style="list-style-type: none"> 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 check

	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 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. 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 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 during transit, and open storage. Packing case size 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 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 SCC.
	10.2	Documents to be submitted by the Supplier are specified in SCC.
11. Insurance	11.1	The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is seller's responsibility.
12. Transportation	12.1	The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, 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: <ul style="list-style-type: none"> 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 for other parties by the Supplier for similar services.

14. Spare Parts	14.1	<p>As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> i. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; ii. Following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	<p>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.</p>
	15.2	<p>This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p>
	15.3	<p>The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.</p>
	15.4	<p>Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.</p>
	15.5	<p>If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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.</p>
16. Payment	16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p>

	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 sixty (60) days after submission of an invoice or claim by the Supplier.
	16.4	The currency of payment is Pak. Rupees.
17. Prices	17.1	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the 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: <ul style="list-style-type: none"> 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. Subcontracts	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, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
	21.2	Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance	22.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the 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 fact 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 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	2.31	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 SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

<p>24. Termination for Default</p>	<p>24.1</p>	<p>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:</p> <ul style="list-style-type: none"> 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 Clause 22; 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. <p>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.</p> <p>“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.</p>
	<p>24.2</p>	<p>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.</p>
<p>25. Force Majeure</p>	<p>25.1</p>	<p>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.</p>
	<p>25.2</p>	<p>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.</p>
	<p>25.3</p>	<p>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.</p>

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: <ul style="list-style-type: none"> 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 SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
29. Governing Language	29.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
30. Applicable Law	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.
31. Notices	31.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
	31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

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. Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the 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)

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Section I. Invitation for Bids

Notes on the Invitation for Bids

The Invitation for Bids (IFB) has been issued as an advertisement in leading newspapers of general circulation in the Province of Khyber Pakhtunkhwa as well as on the web site of the MTI-KTH (www.kth.edu.pk) by allowing at least fifteen days for NCB for bid preparation and submission.

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

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

Invitation for Bids (2nd Time)
Single Stage–Two Envelopes

**SELECTION AND RATE CONTRACTING OF A) MEDICAL DEVICES, SUTURES,
COTTON AND RELATED ITEMS (B) MEDICINES (C) NON-DRUG ITEMS
FOR THE YEAR 2023-24**

1. In compliance with the Khyber Pakhtunkhwa Public Procurement Act-2012 and Khyber Pakhtunkhwa Procurement Regulatory Authority (KPPRA) Rules–2014, Medical Teaching Institution Khyber Teaching Hospital, Peshawar invites sealed bids from
- A. Manufacturer/s of
- a. Medical devices, suture, cotton and related items;
- b. Medicines;
- c. Non-drug items in Pakistan,
- registered as such with the DRAP for the quoted item/s and regulated under the Drug Act 1976, DRAP Act 2012 and the Rules framed thereunder; and
- B. Importers / Sole Agents or Authorized Distributors of
- a. Medical devices, suture, cotton and related items;
- b. Medicines;
- c. Non-drug items,
- authorized by the Foreign Principal Manufacturer duly registered with DRAP under the DRAP Act 2012 and Rules framed thereunder;
2. The price shall be fixed and valid till 30th June 2024.
3. Bidding competition under this advertisement shall be conducted through **Single Stage–Two Envelopes Bidding Procedure** as per KPPRA Act 2012 and Rules frame 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-KTH Technical Bid 2023-24**' and '**MTI-KTH Financial Bid 2023-24**' 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 bear the clearly written words '**Bid for MTI-KTH 2023-24**' along with the identification and contact details of the bidder.
4. The Bid Solicitation Documents, of required items can be download from www.kth.edu.pk
5. The sealed bids (separate technical and financial bids further sealed in one envelope) will be submitted in the Diary Section at office of the Hospital Director MTI KTH **on or before 23rd October 2023 till 10:30 am**. 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 **5,00,000/-** against tender as mentioned above from the bidder in the name of the Hospital Director KTH-MTI is required to be submitted along with the Financial Bid within its sealed envelope. An affidavit is required in the technical bid that bid security is placed in the financial bid. PO (Pay order) will not be acceptable as Bids security.
7. The pre bid will be held on **13th October 2023 at 10:00 am** in **office of the Manager Supply Chain MTI KTH Peshawar**.
8. Quotation must be computer typed & printed; and the offered rate must be written both in words & figures. An authorized person of the bidding entity shall sign & stamp all pages of the bid, as mentioned in the BSDs.
9. The bidders are required to submit the unit price of quoted items on the format as prescribed in the Bidding Documents.
10. Quotations with cutting and over-writing shall not be accepted to the extent of that particular quoted item having cutting / over-writing / erasing etc.
11. To facilitate further data entry during bids processing, all bidders are also required to submit the quoted product list as per prescribed proformas in the approved Standard Bidding Documents for this bidding competition, in soft form in MS Excel format (and not in other software formats or images) on USB, duly labeled by a permanent marker with the name of bidder firm along with the words "**MTI-KTH bid 2023-24**". The bidders must ensure that said USB is openable and readable. Moreover, in the same context, the bidders are also required to submit a table of contents in the start of bid with proper page numbering on each page of the bid.
12. Bidders are required and encouraged to offer the most competitive lowest price/s of their quoted item/s as no negotiations on quoted price/s shall be allowed under the rules.
13. Bids will be opened by Tender Opening Committee MTI KTH on **23rd October 2023 at 11:00 am** in office of the

Manager Supply Chain MTI KTH, Peshawar in the presence of those bidders or their representatives, who choose to attend the bids opening process.

14. The Purchase Committee reserves the right to reject any or all of the bids under clause 47 of KPPRA Procurement Rules 2014.

**HOSPITAL DIRECTOR
Medical Teaching Institution
Khyber Teaching Hospital
Peshawar.**

Section II. BID DATA SHEET

ITB Ref.	Introduction/Description	Detail
ITB 1.1	Name of Procuring/Procuring / purchasing entity of Government of Khyber Pakhtunkhwa.	Hospital Director, MTI-KTH, Peshawar, Khyber Pakhtunkhwa as the overall head of MTI-KTH, Peshawar, KP.
ITB 4.1	Name of Procuring entity / purchasing entity.	Hospital Director, MTI-KTH, Peshawar, Khyber Pakhtunkhwa
ITB 6.1	Procuring entity / purchasing entity's address, telephone, telex, and facsimile, numbers.	Hospital Director MTI Khyber Teaching Hospital Khyber Pakhtunkhwa, Peshawar Tel No: 091-9224400-7 (Ext. 2105)
ITB 8.1	Language of the bid.	English
Bid Price and Currency		
ITB 11.2	Price quoted shall be:	Pakistani Rupees (Rs.)
ITB 11.5	The price shall be fixed	The price shall be fixed and valid till 30 th June 2024
Preparation and Submission of Bids		
ITB 13.3 (d)	Qualification requirements.	Manufacturer of A) Medical devices, suture, cotton and related items; (B) Medicines (C) Non-drug items; registered as such with the DRAP for the quoted item/s and regulated under the DRAP Act 2012 and the Rules framed thereunder; and in Pakistan, Importers / Sole Agents or Authorized Distributors of A) Medical devices, suture, cotton and related items; (B) Medicines (C) Non-drug items; authorized by the Foreign Principal Manufacturer duly registered with DRAP under the DRAP Act 2012 and Rules framed thereunder;
ITB 15.1	Amount of bid security.	500,000/- Rs

ITB 16.1	Bid validity period.	180 days from the date of opening of bids
ITB 18.2 (a)	Address for bid submission.	Hospital Director MTI Khyber Teaching Hospital Khyber Pakhtunkhwa, Peshawar Tel No: 091-9224400-7 (Ext. 2105)
ITB 18.2 (b)	IFB title and number.	Selection and rate contracting of drugs, medical devices, surgical disposables & non-drug items for the year 2023-24
ITB 19.1	Deadline for bid submission.	Mentioned in Advertisement
ITB 22.1	Time, Date and Place for bid opening.	Mentioned in Advertisement
Bid Evaluation		
ITB 25.3	Criteria for bid evaluation.	Merit Point Evaluation (Highest Ranking Fair Bid). The items ranked highest in merit points (obtained through, and based on, technical and financial evaluation) will get unit rate central contract (Section-V of these SBDs).
ITB 25.4 (h)	Details on the evaluation method or reference to the Technical Specifications	As in section on Technical Evaluation of bids.
Contract Award		
ITB 29.1	Percentage for quantity increase or decrease.	The Procuring/Procuring / purchasing entity in the capacity of being the overall head of the MTI-KTH, or otherwise has the authority to regulate, if deemed appropriate, under the provisions in ITB29.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 Procuring / purchasing entity/ices to rationalize and / or control the use and / or misuse of such item/s.

Section III. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the Bid Data Sheet in Section II, the clauses in this Section are intended to assist the Procuring entity / purchasing entity 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 entity / purchasing entity, the Procuring entity / purchasing entity's country, the sector, and the Goods purchased. In preparing Section III, the following aspects should be checked:

Information that complements provisions of Part one Section II must be incorporated. 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

1.	DEFINITIONS (GCC CLAUSE 1)
2.	COUNTRY OF ORIGIN (GCC CLAUSE 3)
3.	PERFORMANCE SECURITY (GCC CLAUSE 7)
4.	INSPECTIONS AND TESTS (GCC CLAUSE 8)
5.	PACKING (GCC CLAUSE 9)
6.	DELIVERY AND DOCUMENTS (GCC CLAUSE 10)
7.	INSURANCE (GCC CLAUSE 11)
8.	INCIDENTAL SERVICES (GCC CLAUSE 13)
9.	SPARE PARTS (GCC CLAUSE 14)
10.	WARRANTY (GCC CLAUSE 15)
11.	PAYMENT (GCC CLAUSE 16)
12.	PRICES (GCC CLAUSE 17)
13.	LIQUIDATED DAMAGES (GCC CLAUSE 23)
14.	RESOLUTION OF DISPUTES (GCC CLAUSE 28)
15.	GOVERNING LANGUAGE (GCC CLAUSE 29)
16.	APPLICABLE LAW (GCC CLAUSE 30)
17.	NOTICES (GCC CLAUSE 31)
18.	DUTIES AND TAXES (GCC CLAUSE-35)

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.

Definitions (GCC Clause 1)

GCC 1.1 (c) The Goods are: **A) Medical devices, suture, cotton and related items; (B) Medicines; (C) Non-drug items**

GCC 1.1 (g) **The Procuring entity / purchasing entity is:** Hospital Director being the overall head of Medical Teaching Institution Khyber Teaching Hospital; and

The Procuring / purchasing entity/ices include: Hospital Director being the overall head of Medical Teaching Institution Khyber Teaching Hospital.

GCC 1.1 (i) The Supplier is: "the individual or firm supplying the Goods and Services under this Contract" and includes the following:

Manufacturer of A) Medical devices, suture, cotton and related items; (B) Medicines (C) Non-drug items 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; and

Importers / Sole Agents or Authorized Distributors of A) Medical devices, suture, cotton and related items; (B) Medicines (C) Non-drug items; authorized by the Foreign Principal Manufacturer duly registered with DRAP under the DRAP Act 2012 and Rules framed thereunder;

Sample Provision:

GCC 1.1 (j)—The Project Site is: Office of Hospital Director being the overall head of Medical Teaching Institution Khyber Teaching Hospital, Peshawar.

GCC 8.1: When required, the Focal Person of the bidder will be informed on phone or through email to provide samples of the items in sufficient / required quantity for examination / analysis /expert opinion, to the office of Manager Pharmacy at bidder's own risk and cost at, and not later than, the time and date communicated. The samples will be non-returnable and no payment whatsoever shall be payable to bidder / Focal Person on this account in the name of price/transportation charges etc. or on the basis of any other context or reason or argument.

Country of Origin (GCC Clause 3)

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

Performance Security (GCC Clause-7)

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

However, the bid security of **500,000/-** from the successful bidders as received at the time of bids submission under GCC Clause 15, shall be retained by the Procuring/Procuring / purchasing entity 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 Drug Act 1976, shall remain in force and valid despite the discharge of Performance Security to the Supplier in accordance with GCC Clause-7 and 8.

Standards (GCC Clause 4):

The Technical Evaluation shall be conducted by the MTI KTH Technical committee to: undertake examination of the mandatory documents as mentioned in the Bid Cover Sheet (Bid Form-1) of these SBDs, and the attested copies of which had been submitted by the bidder/s along with the technical bids; and A) Medical devices, suture, cotton and related items; (B) Medicines; (C) Non-drug items shall be examined and / or tested by MTI-KTH expert/s constituted by the Hospital Director MTI-KTH or Technical Committee in a manner as deemed relevant and appropriate for the purpose by the said expert/s, and as laid down, or otherwise, in the applicable laws and Rules, for submission of technical report to the relevant forum/quarter for the needful.

The physical inspection and sampling for DTL testing / analysis of approved items, shall be conducted to conform to the laid down specifications before utilization, on the premises of purchasing entity, at the point of delivery, and/or at the Goods' final destination, for ascertaining the quality and quantity

Packing (GCC Clause 9)

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

Provisions contained in the GCC Clause 9 of these SBDs; and

Relevant clauses of contract agreement of MTI-KTH with the Supplier/s (Section- VI of these SBDs –Rate Contract Agreement); and

Delivery and Documents (GCC Clause 10)

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

The Supplier shall provide the following documents to the Procuring / purchasing entity:

copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Usual transport documents which the buyer may require to take the goods;

Manufacturer / Importers / Sole Agents or Authorized Distributors prescribed warranty certificate;

The supplier shall be responsible to transport the item/s in a manner that the appropriate and required storage temperature is continuously and properly maintained during transportation from supplier till delivery to the Procuring / purchasing entity/ices. In case of item/s requiring the maintenance of cold chain, the supplier shall be under obligation to provide valid and appropriate evidence to the Procuring / purchasing entity to the effect that end to end cold chain of the supplied item/s has adequately been maintained during transportation of the said item/s to the Procuring / purchasing entity/ices.

Insurance (GCC Clause 11)

GCC 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 sellers' responsibility. Since the Insurance is seller's responsibility, they may arrange appropriate coverage.

Warranty (GCC Clause 15)

For goods belonging to the categories of Medical Devices, Surgical Disposables, medicine and Cotton related materials, falling under the Drugs Act 1976 and / or the DRAP Act-2012 and Rules framed thereunder, the Supplier, in addition to the terms and conditions of the Rate Contract Agreement with Procuring entity / purchasing entity (Bid Form-6), shall provide warranty to the Procuring / purchasing entity under all the relevant Section/s of applicable government laws and rules.

In case of goods belonging to the categories of NDIs, the Supplier as per GCC Clause 15 and the clauses of Contract Agreement with the Procuring entity / purchasing entity (Bid Form-6) shall provide warranty to the Procuring / purchasing entity for the duration as mentioned in GCC Clause-15 or till the expiry date of goods supplied, whichever is later.

Payment (GCC Clause 16):

GCC Clause 16 as well as under the terms and condition in Rate Contract Agreement with the Procuring entity / purchasing entity.

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

Prices (GCC Clause 17)

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.

In case of medical devices, surgical disposables and non-drug items, the bidder shall quote the lowest minimum price of individual quoted item/s.

In case of Medical Devices, Surgical Disposables and NDIs, the bidder shall not quote the prices more than the prevailing market trade price of the quoted item/s for bulk purchases.

Liquidated Damages (GCC Clause 23)

As in relevant clauses of the Rate Contract Agreement signed by the Supplier with the Procuring entity / purchasing entity.

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 entity / purchasing entity.

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

Governing Language (GCC Clause 29)

The Governing Language shall be: **English.**

Applicable Law (GCC Clause 30)

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

The KPPRA Act 2012

The KPPRA Rules 2014

The Drugs Act 1976 and Rules framed thereunder

The DRAP Act 2012 and Rules framed thereunder

The General Financial Rules of the Government of Khyber Pakhtunkhwa and all the relevant laws, rules and regulations pertaining to budgeting and financial management of public funds.

The Employment of Children (ECA) Act 1991

The Bonded Labor System (Abolition) Act of 1992

The Factories Act 1934

Notices (GCC Clause 31)

GCC 31.1—procuring entity / purchasing entity address for notice purposes:

Office of the Hospital Director

MTI Khyber Teaching Hospital, Peshawar,

Khyber Pakhtunkhwa, Pakistan

Tel No: 091-9224400-7 (Ext. 2105)

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

Duties & Taxes (GCC clause 32)

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

**MEDICAL TEACHING INSTITUTION
KHYBER TEACHING HOSPITAL, PESHAWAR
LIST OF ITEMS FOR SELECTION AND RATE CONTRACTING OF MEDICINES, SURGICAL
DISPOSABLES, MEDICAL DEVICES, SUTURE, COTTON AND RELATED ITEMS /NON-DRUG
ITEMS FOR THE YEAR 2023-24**

<u>A</u>	
<u>ANAESTHETICS/ ADJUVANTS</u>	
1.	Inj-Atropine
2.	Isoflurane 100ml Sol
3.	Inj-Ketamine Hcl 2ml
4.	Inj-Lignocaine 2% with Adrenaline
5.	Inj-Lignocaine 2% Plain
6.	Lignocaine Hcl Gel
7.	Lignocaine 4% Solution
8.	Inj-Neostigmine 2.5mg
9.	Inj-Propofol
10.	Sevoflurane 250ml Sol
11.	Inj- Suxamethonium 100mg
<u>B</u>	
<u>ANALGESICS/ ANTI PYRETICS</u>	
12.	Tab-Acetyl Salicylic Acid 300mg
13.	Inj-Nalbuphine Hcl 20mg
<u>C</u>	
<u>ANTI BACTERIAL /ANTI FUNGAL /ANTI VIRAL/ ANTI TUBERCULAR DRUGS</u>	
14.	Inj-Amikacin 25mg
15.	Inj-Amikacin 100mg
16.	Inj Amikacin 50mg
17.	Inj-Amoxicillin 500mg
18.	Inj- Amoxicillin-Clavulanic Acid 600mg,
19.	Inj-Amphotericin B
20.	Inj-Ampicillin + Cloxacillin 500mg
21.	Inj-Ampicillin 250mg
22.	Inj-Ampicillin 500mg
23.	Inj-Ceftazidime Sodium 250mg,
24.	Inj-Ceftazidime + Avibactam 2.5gm
25.	Tab-Clindamycin
26.	Inj-Clindamycin
27.	Inf-Fluconazole
28.	Inj. Cephadrine 1gm
29.	Inj. Clarithromycin 500mg,
30.	Remdesivir 100mg Inj
<u>D</u>	
<u>STEROIDS/ANTI ALLERGICS/ANTI HISTAMINES</u>	
31.	Inj-Betamethasone
32.	Inj-Pheniramine maleate
<u>E</u>	
<u>ANTI MALARIAL DRUGS</u>	
33.	Inj-Artesunate 120mg
34.	Inj-Artesunate 60mg

F		<u>CARDIOVASCULAR DRUGS</u>
35.	Inj-Adrenaline 1ml (1:1000 and 1:10000)	
36.	Inj-Amiodarone 150mg/3ml	
37.	Tab-Clopidogrel 75mg	
38.	Inj-Digoxin 0.25mg/2ml	
39.	Inj-Furosemide 20mg/2ml	
40.	Inj-Isosorbide Dinitrate 10mg/10ml,	
41.	Tab-Isosorbide Mononitrate	
42.	Inj-Labetalol	
43.	Inf-Mannitol 500ml	
44.	Inj-Metoprolol	
45.	Tab-Rosuvastatin 10mg	
46.	Tab-Rosuvastatin 20mg	
47.	Inj-Streptokinase 1.5iu	
48.	Inj-Verapamil Hcl 2.5mg	
49.	Inj-Hydralazine	
G		<u>COAGULANT/ANTI COAGULANT/ANTI ANAEMIC</u>
50.	Inj-Enoxaparin 60mg	
51.	Inj-Enoxaparin 40mg	
52.	Inj-Epoetin Beta 2000iu	
53.	Inj-Epoetin Beta 5000iu	
54.	Inj- Erythropoietin 2000	
55.	Inj- Erythropoietin 4000iu	
56.	Inj-Factor 10a inhibitor	
57.	Inj-Factor VIII Concentrate	
58.	Inj-Heparin 5000iu	
59.	Inj-Iron Isomaltoside 100mg/1ml	
60.	Inj. Factor IX	
61.	inj erythropoietin 10000 IU	
H		<u>GASTROINTESTINAL DRUGS</u>
62.	Mono basic sodium phosphate and Di-basic sodium phosphate rectal solution USP	
63.	Sodium citrate+Sodium lauryl sulphate+Glycerin (Microenema)	
64.	Inj- Octreotide 0.05mcg	
65.	Inj-Octreotide 0.1mcg	
66.	Inj-Phloroglucinol Hydrate 40mg+trimethylphloroglucinol 0.04mg	
67.	Inj- Terlipressin 1mg	
68.	inj domperidone	
I		<u>ELECTROLYTES/IV FLUIDS/PARENTERAL NUTRITION/ VITAMINS</u>
69.	Inf-Amino Acid 10.99%, Branched chain amino acid 35.5% 500ml	
70.	Inf-Amino Acid 2.7%, Sorbitol 5% 500ml	
71.	Inj-Calcium Gluconate 20ml	
J		<u>PSYCHOTHERAPEUTICS</u>
72.	Inj-Diazepam 10mg	
73.	Inj-Flumazenil	
74.	Inj-Haloperidol	

75.	Inj-Midazolam
76.	Inj-Phenobarbitone
77.	Inj-Phenytoin Sodium
78.	Inj-Sodium Valproate
79.	Inj. Levetiracetam

K DERMATOLOGICALS

80.	Silver Sulphadiazine (Jar)
81.	Polymyxin + Bacitracin Skin Ointment
82.	Chlorhexidine Gel

L DRUGS ACTING ON ENDOCRINE SYSTEM

83.	Inj-Isophane Insulin: Human Insulin: 100iu/ml
84.	Inj-Insulin Glargine Long-acting insulin
85.	Inj-Insulin Human 70/30, Regular
86.	Inj. Insulin Lispro (Rapid Acting Human Insulin)

M RESPIRATORY DRUGS

87.	Inj- Aminophylline
88.	Ipratropium Bromide Inhaler
89.	Solution Salbutamol,

N IMMUNOLOGICALS/BIOLOGICALS

90.	Inj-Anti Rabies Globulin
91.	Inj-Anti Rabies Vaccine
92.	Inj-Anti-D / Anti-Rho 300iu
93.	Inj-Anti Venom Serum (Anti-Snake +Anti –Scorpion)
94.	Inj-Hepatitis B Immunoglobulin
95.	Inf-Immunoglobulin (IgM, IgG, IgA) 10ml,50ml
96.	Inf-Immunoglobulin (IgG) 50ml, 100ml
97.	Inf-Salt free albumin 50ml
98.	Inf-Salt free albumin 100ml
99.	Inj-Tetanus Immunoglobulin 250iu/ml
100.	Inj-Tetanus Toxoid
101.	Pneumococcal Vaccine Inj
102.	Serum Protein (Human) (Blood/Plasma Substitute Solution) Inf
103.	Meningococcal Vaccine
104.	Influenza Vaccine

Q ANTIDOTES

105.	Activated Charcoal
106.	Tab-Deferasirox 100mg, 400MG
107.	Inj-N-Acetylcysteine, Sachet 200mg
108.	Inj-Naloxone Hcl
109.	Inj-Pralidoxime
110.	Inj-Protamine Sulphate
111.	Inj. Flumazenil
112.	Inj. Glucagon
113.	Cap. Deferiprone

S MISCELLANEOUS PREPARATIONS

114.	Inj-Magnesium Sulphate
115.	Tab-Misoprostol 200mcg
116.	Inj. Filgrastim 300mcg/ml
117.	Spirit Ammonia 50ml,
118.	Spirit Ammonia 450ml
119.	Inf. Dextran 40%
120.	Barium Sulfate

<u>OPHTHALMICS</u>	
121.	Fluorescein strips
<u>DISINFECTANTS/ANTI-SEPTICS</u>	
122.	Chlorhexidine + Isopropyl Sol
123.	Chlorhexidine Scrub
124.	Chlorhexidine Solution 60ml
125.	Chlorhexidine solution 450ml
126.	Chloroxylenol Sol 1Liter
127.	Povidone Iodine 450ml, Scrub
128.	Spirit Swab (Alcohol Swab)
129.	Methylated Spirit
<u>SURGICAL DISPOSABLES/MEDICAL DEVICES/NON-DRUG ITEMS</u>	
130.	/Syringe 60cc (Big nozzle)
131.	Infusion Chamber Pead's
132.	LP Needle/Spinal Needle 16
133.	LP Needle/Spinal Needle 19
134.	LP Needle/Spinal Needle 21
135.	LP Needle/Spinal Needle 24
136.	2-way Foleys silicon Coated Catheter 6
137.	2-way Foleys silicon Coated Catheter 8
138.	2-way Foleys silicon Coated Catheter 10
139.	2-way Foleys silicon Coated Catheter 12
140.	2-way Foleys silicon Coated Catheter 14
141.	Chest Tube (Plain) 8
142.	Chest Tube (Plain) 10
143.	Chest Tube (Plain) 14
144.	Chest Tube (Plain) 18
145.	Chest Tube (Plain) 22
146.	Chest Tube (Plain) 26
147.	Chest Tube (Plain) 30
148.	Chest Tube (Plain) 34
149.	Chest Tube (Plain) 38
150.	Chest Tube (Plain) 40
151.	Clinical Thermometer
152.	CVP Line Single
153.	CVP Line Double
154.	CVP Line Triple Lumen
155.	Diathermy Lead
156.	E.Trach Tube without cuff 2.5
157.	E.Trach Tube Cuffed/without cuff 4.0
158.	E.Trach Tube cuff 4.5
159.	E.Trach Tube Cuffed/without cuff 5.0
160.	E.Trach Tube Cuffed/without cuff 5.5
161.	E.Trach Tube Cuffed/without cuff 6.0
162.	E.Trach Tube without cuff 6.5
163.	E.Trach Tube without cuff 7.0
164.	E.Trach Tube without cuff 7.5
165.	E.Trach Tube Cuffed/without cuff 8.0
166.	ECG Lead Adults
167.	ECG Lead Peads
168.	Flatus Tube
169.	Suction Catheter 5

170. Suction Catheter 6
171. Suction Catheter 20
172. Suction Catheter 22
173. Suction Catheter 24
174. Surgical Blade Carbon Steel 10
175. Surgical Blade Carbon Steel 11
176. Surgical Blade Carbon Steel 12
177. Surgical Blade Carbon Steel 15
178. Surgical Blade Carbon Steel 20
179. Surgical Blade Carbon Steel 21
180. Surgical Blade Carbon Steel 22
181. Surgical Blade Carbon Steel 23
182. Surgical Blade Carbon Steel 24
183. Surgical Blade Carbon Steel 25
184. Surgical Blade Plain 10
185. Surgical Blade Plain 11
186. Surgical Blade Plain 12
187. Surgical Blade Plain 15
188. Surgical Blade Plain 20
189. Surgical Blade Plain 21
190. Surgical Blade Plain 22
191. Surgical Blade Plain 23
192. Surgical Blade Plain 24
193. Surgical Blade Plain 25
194. Venture Oxygen Mask
195. Gloves Disposable (Polythene)
196. Surgical Gloves Sterilized Ortho 7 (Powder Free)
197. Surgical Gloves Sterilized Ortho 7.5 (Powder Free)
198. Surgical Gloves Sterilized Ortho 8 (Powder Free)

Section V. Technical Specifications

Technical Evaluation Criteria for Medical Devices, Sutures, Cotton, related products, Biologicals, Medicine, Surgical, Disposable and Non-Drug Items

(Maximum Allocable Marks Score for Technical Evaluation = 70 Marks)

NOTE For further details of evaluation criteria and marking scheme, please see relevant proformas for technical evaluation these SBDs.

SYSTEM BREAKING /DISQUALIFICATION POINTS IN TECHNICAL EVALUATION CRITERIA:

These system breaking / disqualification points mentioned in this section are in addition to the provision of mandatory documents, as elaborated in Bid Cover Sheet (BidForm-1).

During technical evaluation of the quoted bids, bidders may stand disqualified if the Scrutiny Committee for bids evaluation find and declare any of the shortcoming/s related to the documents or the Importers / Sole Agents or Authorized Distributors regardless of completion / fulfillment or otherwise of any terms and conditions, criteria and /or codal formalities.

In those cases, where sample evaluation is included in the technical criteria, rejection of the quoted items by the MTI-KTH expert committee for Physical evaluation of samples will lead to disqualification.

Financial Evaluation and Scoring System for Bids

(Maximum Allocable Marks Score = 30 marks)

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

Total Allocable marks for Technical Proposal = 70,

Passing technical Marks:49

Total Allocable marks in Financial Proposal= 30

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

Scoring Methodology:

Contract will be awarded to the lowest evaluated responsive firm whose product ranks highest in the Combined Evaluation scoring calculated through the Marks awarded to Technical Proposal and Financial Proposal as stated in the Bid Data Sheet of these SBDs

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

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

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

The formula to calculate the marks for the price by the bidders other than lowest bidder is given below:

Financial Evaluation Score of individual quoted Product:

= [Lowest quoted Price of the item ÷ Next higher proposed Price of the competing item] x Total allocable financial score

Solved Example of Financial Scoring:

If the lowest quoted price of an item is Rs.86/-, the same lowest bidder will obtain score as below:

= $[86 \div 86] \times 30$

= 30 marks, being the lowest bidder for the quoted item.

If the next higher quoted price of the same item is Rs.105/-, the marks obtained will be:

= $[86 \div 105] \times 30 = 24.57$ Marks

If the next higher quoted price of the same item is Rs.130/-, the marks obtained will be:

= $[86 \div 130] \times 30 = 19.84$ Marks

.... And so on.

A-1. Evaluation Criteria for Manufacturers of MEDICAL DEVICES, SUTURES, COTTON AND RELEVANT GOODS for MTI-KTH Peshawar 2023-24			
Firm / Company Name:			
S. No.	Parameters	Marks	Remarks
TECHNICAL EVALUATION			
1	Valid ISO 14001 certificate of the facility where the quoted product is manufactured issued by PNAC accredited body (certificate duly attested by senior executive of the firm).	5	
2	Valid ISO 9001 certificate of the facility where the quoted product is manufactured issued by PNAC accredited body (certificate duly attested by senior executive of the firm).	5	
3	Valid ISO 13485 certificate of the facility where the quoted product is manufactured. (certificate duly attested by senior executive of the firm).	5	
4	Certificate of Adherence to Good storage practices (GSP). (certificate duly attested by senior executive of the firm)	5	
5	Certificate of Functional HVAC / Air conditioning and ventilation system. (certificate duly attested by senior executive of the firm)	3	
6	Adequate number of qualified persons (Certified by the senior executive of the firm)	2	
7	Goods Declaration certificate of imported raw material of the quoted item/s from Pakistan Customs, coupled with valid airway bill or Bill of Lading for the quoted item/s, not older than TWO years (Certificate duly attested by the senior executive of the firm)	10	
8	Certificate of Analysis of raw material from the Principal Manufacturer as mentioned in the GD, duly attested by the senior executive of the firm	5	
9	Physical examination of the quoted item/s by the MTI-KTH expert committee. (Excellent=15, Good=7, satisfactory=3); Non-recommendation shall lead to disqualification	15	
10	Valid Calibration certificate of the equipment in the factory (certificate duly attested by senior executive of the firm)	5	
11	Last Year performance of the firm already worked with MTI-KTH, to be evaluated based upon the No. of reminders to the firms for the quoted item(s) (0 Reminders=10 marks, 1 reminder=7 marks, 2 reminders=4 marks, 3 and above reminders=0marks) Incase of new firm applying to MTI-KTH, past performance of last ONE year :Major institutions served(0institutes=0marks,1-2institutes=3 marks, 3-5 institutes =6 marks, 6-8 institutes =8 marks, 9 & above institutes =10 marks)	10	
FINANCIAL EVALUATION			
12	Quoted unit Price	30	
13	Lowest Quoted Unit Price among the qualified bids for particular item		
14	Maximum Allocable Unit Price Score		
15	Score awarded to the unit price of quoted item		
TOTAL MARKS			

A-2. Evaluation Criteria for Importers / Sole Agents or Authorized Distributors of MEDICAL DEVICES, SUTURES, COTTON AND RELEVANT GOODS for MTI-KTH Peshawar 2023-24			
Firm / Company Name:			
S.No.	Parameters	Marks	Remarks
TECHNICAL EVALUATION			
1	Valid ISO 14001 certificate of the facility where the quoted product is manufactured issued by authorized body of the country of origin (certificate duly attested by senior executive of the firm).	5	
2	Valid ISO 13485 certificate of the facility where the quoted product is manufactured issued by authorized body of the country of origin (certificate duly attested by senior executive of the firm).	5	
3	Certificate of Adherence to Good storage practices (GSP). (Certificate duly attested by senior executive of the firm in Pakistan)	5	
4	Adequate number of qualified persons (Certified by the senior executive of the firm in Pakistan)	5	
5	Good Declaration certificate of imported finished item/s by the firm from Pakistan Customs, coupled with valid airway bill or Bill of Lading for the quoted item/s, not older than TWO years (Certificate duly attested by the senior executive of the firm)	10	
6	Certificate of Analysis of finished quoted item/s from the Principal Manufacturer as mentioned in the GD duly attested by the senior executive of the firm	5	
7	Physical examination of the quoted item/s by the MTI-KTH expert committee. (Excellent=15, Good=7, satisfactory=3); Non-recommendation shall lead to disqualification	15	
8	Valid Calibration certificate of the equipment in the factory (certificate duly attested by senior executive of the firm)	5	
9	Certificate of Availability of minimum 25% inventory of the total import of the quoted item/s during last one year (certificate to the effect fully signed by the senior executive of the firm).	5	
11	Last Year performance of the firm already worked with MTI-KTH, to be evaluated based upon the No. of reminders to the firms for the quoted item(s) (0 Reminders=10 marks, 1 reminder=7 marks, 2 reminders=4 marks, 3 and above reminders=0marks) In case of new firm applying to MTI-KTH, past performance of last ONE year: Major institutions served (0institutes=0marks,1-2institutes=3 marks, 3-5 institutes =6 marks, 6-8 institutes =8 marks, 9 & above institutes =10 marks)	10	
FINANCIAL EVALUATION			
12	Quoted unit Price	30	
13	Lowest Quoted Unit Price among the qualified bids for particular item		
14	Maximum Allocable Unit Price Score		
15	Score awarded to the unit price of quoted item		
TOTAL MARKS			

B-1. Evaluation Criteria for Manufacturers of MEDICINE for MTI-KTH Peshawar 2023-24			
Firm / Company Name:			
S.No.	Parameters	Marks	Remarks
TECHNICAL EVALUATION			
1	API source accredited by WHO, US-FDA, EMA, MHRA, TGA, PDMA, Swiss Medics in health Canada or by other members/associates of SRA [10 marks]. Other than the above countries [5 marks].	10	
2	Valid ISO 14001 certificate of the facility where the quoted product is manufactured, issued by PNAC accredited body (certificate duly attested by senior executive of the firm).	5	
3	Valid ISO 9001 certificate of the facility where the quoted product is manufactured, issued by PNAC accredited body (certificate duly attested by senior executive of the firm).	5	
4	Valid ISO 18001 / 45001 certificate of the facility where the quoted product is manufactured, issued by PNAC accredited body (certificate duly attested by senior executive of the firm).	5	
5	Valid Calibration Certificate for equipment in the manufacturing unit (certificate duly attested by senior executive of the firm).	5	
6	Certificate of Adherence to Good Storage practices (GSP). (certificate duly attested by senior executive of the firm).	5	
7	Adequate number of qualified persons and relevant Human resource (Certified duly attested by the senior executive of the firm)	5	
8	Certificate of Functional HVAC / Air conditioning and ventilation system (certificate duly attested by senior executive of the firm)	5	
9	Goods Declaration certificate of imported APIs of quoted items from Pakistan Customs coupled with valid airway bill or Bill of Lading for the quoted item/s, not older than TWO years (Certificate duly attested by the senior executive of the firm)	10	
10	Certificate of analysis of API from the principal manufacturer as mentioned in the GD. (duly attested by senior executive of the firm).	5	
11	Last Year performance of the firm already worked with MTI-KTH, to be evaluated based upon the No. of reminders to the firms for the quoted item(s) (0 Reminders=10 marks, 1 reminder=7 marks, 2 reminders=4 marks, 3 and above reminders=0marks) Incase of new firm applying to MTI-KTH, past performance of last ONE year: Major institutions served (0institutes=0marks,1-2institutes=3 marks, 3-5 institutes =6 marks, 6-8 institutes =8 marks, 9 & above institutes =10 marks)	10	
FINANCIAL EVALUATION			
12	Quoted unit Price	30	
13	Lowest Quoted Unit Price among the qualified bids for particular item		
14	Maximum Allocable Unit Price Score		
15	Score awarded to the unit price of quoted item		
		TOTAL MARKS	

B-2. Evaluation Criteria for Importers / Sole Agents or Authorized Distributors of MEDICINE for MTI-KTH Peshawar 2023-24			
Firm / Company Name:			
S.No.	Parameters	Marks	Remarks
TECHNICAL EVALUATION			
1	API source accredited by WHO, US-FDA, EMA, MHRA, TGA, PDMA, Swiss Medics in health Canada or by other members/associates of SRA [10marks]. Other than the above countries [5 marks].	10	
2	Valid ISO 14001 certificate of the facility where the quoted product is manufactured issued by authorized body of the country of origin (certificate duly attested by senior executive of the firm).	5	
3	Valid ISO 9001 certificate of the facility where the quoted product is manufactured issued by authorized body of the country of origin (certificate duly attested by senior executive of the firm).	5	
4	Valid ISO 18001/ 45001 certificate of the facility where the quoted product is manufactured issued by authorized body of the country of origin (certificate duly attested by senior executive of the firm).	5	
5	Certificate of Adherence to Good Storage practices (GSP). (certificate duly attested by senior executive of the firm in Pakistan).	5	
6	Adequate number of qualified persons and relevant Human resource (Certificate duly attested by the senior executive of the firm in Pakistan)	5	
7	Good Declaration certificate of imported finished item/s by the firm from Pakistan Customs, coupled with valid airway bill or Bill of Lading for the quoted item/s, not older than TWO years (Certificate duly attested by the senior executive of the firm)	5	
8	Certificate of analysis of imported finished quoted items from principal manufacturer as mentioned in the GD (Certificate duly attested by the senior executive of the firm)	5	
9	Valid Calibration Certificate for equipment in the manufacturing unit in the country of origin (certificate duly attested by senior executive of the firm).	5	
10	Certificate of Availability of minimum 25% inventory of the total import of the quoted item/s during last one year (certificate to the effect fully signed by the senior executive of the firm).	5	
11	Stability studies of quoted items. (certificate duly attested by the Quality control manager /Senior Executive of the firm)	5	
12	Last Year performance of the firm already worked with MTI-KTH, to be evaluated based upon the No. of reminders to the firms for the quoted item(s) (0 Reminders=10 marks, 1 reminder=7 marks, 2 reminders=4 marks, 3 and above reminders=0marks) Incase of new firm applying to MTI-KTH past performance of last ONE year: Major institutions served (0institutes=0marks,1-2institutes=3 marks, 3-5 institutes =6 marks, 6-8 institutes =8 marks, 9 & above institutes =10 marks)	10	
FINANCIAL EVALUATION			
13	Quoted unit Price	30	
14	Lowest Quoted Unit Price among the qualified bids for particular item		
15	Maximum Allocable Unit Price Score		
16	Score awarded to the unit price of quoted item		
TOTAL MARKS			

C-1. Evaluation Criteria for Manufacturers of NON-DRUG ITEMS for MTI-KTH Peshawar 2023-24			
Firm / Company Name:			
S.No.	Parameters	Marks	Remarks
TECHNICAL EVALUATION			
1	Valid ISO 14001 certificate of the facility where the quoted product is manufactured from PNAC accredited body (certificate duly attested by the senior executive of the firm)	5	
2	Valid ISO 13485 certificate of the facility where the quoted product is manufactured (certificate duly attested by the senior executive of the firm)	5	
3	Valid ISO 9001 certificate of the facility where the quoted product is manufactured from PNAC accredited body (certificate duly attested by the senior executive of the firm)	5	
4	Adherence to Good storage practices (GSP). (certificate duly attested by the senior executive of the firm)	5	
5	Adequate number of qualified persons and relevant Human resource (Certificate duly attested by the senior executive of the firm)	5	
6	Goods Declaration certificate of imported raw material of quoted items from Pakistan Customs coupled with valid airway bill or Bill of Lading for the quoted item/s, not older than TWO years (Certificate duly attested by the senior executive of the firm).	10	
7	Certificate of analysis of raw material from the principal manufacturer as mentioned in the GD (duly attested by senior executive of the firm).	5	
8	Certificate of Functional HVAC / Air conditioning and ventilation system. (certificate duly attested by senior executive of the firm)	5	
9	Physical examination of the quoted item/s by the MTI-KTH expert committee. (Excellent=15, Good=7, satisfactory=3); Non-recommendation shall lead to disqualification	15	
10	Last Year performance of the firm already worked with MTI-KTH, to be evaluated based upon the No. of reminders to the firms for the quoted item(s) (0 Reminders=10 marks, 1 reminder=7 marks, 2 reminders=4 marks, 3 and above reminders=0marks) In case of new firm applying to MTI-KTH, past performance of last ONE year: Major institutions served (0institutes= 0marks, 1-2 institutes =3 marks, 3-5 institutes =6 marks, 6-8 institutes =8 marks, 9 & above institutes =10 marks)	10	
FINANCIAL EVALUATION			
11	Quoted unit Price	30	
12	Lowest Quoted Unit Price among the qualified bids for particular item		
13	Maximum Allocable Unit Price Score		
14	Score awarded to the unit price of quoted item		
TOTAL MARKS			

C-2. Evaluation Criteria for Importers / Sole Agents or Authorized Distributors of NON-DRUG ITEMS for MTI-KTH Peshawar 2023-24			
Firm / Company Name:			
S.No.	Parameters	Marks	Remarks
TECHNICAL EVALUATION			
1	Valid ISO 13485 certificate of the facility where the quoted product is manufactured issued by authorized body of the country of origin (certificate duly attested by senior executive of the firm).	5	
2	Valid ISO 14001 certificate of the facility where the quoted product is manufactured issued by authorized body of the country of origin (certificate duly attested by senior executive of the firm).	5	
3	Certificate of Adherence to Good Storage practices (GSP). (certificate duly attested by senior executive of the firm in Pakistan).	5	
4	Adequate number of qualified persons and relevant Human resource (Certificate duly attested by the senior executive of the firm in Pakistan)	5	
5	Good Declaration certificate of imported finished item/s by the firm from Pakistan Customs, coupled with valid airway bill or Bill of Lading for the quoted item/s, not older than TWO years (Certificate duly attested by the senior executive of the firm)	10	
6	Certificate of analysis of imported finished quoted items from principal manufacturer as mentioned in the GD. (Certificate duly attested by the senior executive of the firm)	5	
7	Valid Calibration Certificate for equipment in the manufacturing unit in the country of origin (certificate duly attested by senior executive of the firm).	5	
8	Certificate of Availability of minimum 25% inventory of the total import of the quoted item/s during last one year (certificate to the effect fully signed by the senior executive of the firm).	5	
9	Physical examination of the quoted item/s by the MTI-KTH expert committee. (Excellent=15, Good=7, satisfactory=3); Non-recommendation shall lead to disqualification	15	
10	Last Year performance of the firm already worked with MTI-KTH, to be evaluated based upon the No. of reminders to the firms for the quoted item(s) (0 Reminders=10 marks, 1 reminder=7 marks, 2 reminders=4 marks, 3 and above reminders=0marks) Incase of new firm applying to MTI-KTH, past performance of last ONE year: Major institutions served (0institutes=0marks,1-2institutes=3 marks, 3-5 institutes =6 marks, 6-8 institutes =8 marks, 9 & above institutes =10 marks)	10	
FINANCIAL EVALUATION			
11	Quoted unit Price	30	
12	Lowest Quoted Unit Price among the qualified bids for particular item		
13	Maximum Allocable Unit Price Score		
14	Score awarded to the unit price of quoted item		
TOTAL MARKS			

BLACKLISTING AND DEBARMENT

Conditions for Blacklisting of Defaulting Bidder (Contractor under rule 44 of KPPRA Rules 2014)

The following are the events which shall lead to initiate blacklisting/debarment process as per Rule 44 of KPPRA Rules 2014,

Consistent failure to provide satisfactory performances.
Found involved in corrupt/fraudulent practices.
Abandoned the place of work permanently

Conditions for debarment of Defaulting Bidder/Contractor

Failure or refusal to;
Accept Purchases Order / Services order terms;
Make supplies as per specifications agreed;
Fulfill contractual obligations as per contract
Non execution of work as per terms & condition of contract.
Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
Persistent and intentional violation of important conditions of contract.
Non-adherence to quality specifications despite being importunately pointed out.
Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the MTI Khyber Teaching Hospital Peshawar.

Procedure for Blacklisting and debarment

Competent authority of MTI Khyber Teaching Hospital Peshawar may on information, or on its own motion, issue show cause notice to the bidder.

The show-cause notice shall contain the statement of allegation against the Bidder.

The bidder will be given maximum of seven days to submit the written reply of the show cause notice.

In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-parte against the bidder.

Direct to issue notice of personal hearing to the bidder/ authorized representative of the bidder and the competent authority shall decide the matter on the basis of available record and personal hearing, if availed.

The competent authority shall decide the matter within thirty days from the initiation of proceedings.

The order of competent authority shall be communicated to the bidder by indicating reasons.

The order past as above shall be duly conveyed to the KPPRA and defaulting bidder within three days of passing order.

The duration of debarment may vary up to five years depending upon the nature of violation.

REDRESSING OF GRIEVANCES

The purchaser shall designate and notify a grievance redressal officer empowered to address the complaints of bidders have been filed against the procuring entity.

Any bidder feeling aggrieved by act of the purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than 03 days after the announcement of the bid evaluation report.

The grievance redressal Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint. The report along with decision shall be forwarded to the purchase officer within the prescribed period.

Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance.

Section VI. Sample Forms
MANDATORY STANDARD FORMS

BIDFORM1:	BID COVERSHEET
BIDFORM2:	LETTER OF INTENTION BID
BID FORM3:	AFFIDAVIT
BIDFORM4:	PRICE SCHEDULE FORMAT FOR FINANCIAL BID (To be submitted in separate sealed envelope)
BIDFORM5:	INTEGRALITY PACT

Bid Form I

BID COVER SHEET

Mandatory General Information of Applicant Firm

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

S.No.	Name of the Bidding Firm:	
1.	Please indicate whether the firm is: Manufacturer of (A) Medical devices, suture, cotton and related items; or (B) Medicines; or Non-drug items, or Importers / Sole Agents or Authorized Distributors of (A) Medical devices, suture, cotton and related items; or (B) Medicines; or Non-drug items, or Both; Manufacturer as well as Importers / Sole Agents or Authorized Distributors of (A) Medical devices, suture, cotton and related items; (B) Medicines; (C) Non-drug items For various MTI-KTH formulary items offered for this bidding competition.	
2.	Please indicate out of the following category/ices, under which the Firm is applying for bidding: Medical devices, suture, cotton and related items; Medicines; Non-drug items	
3.	Please provide names, attested copies of CNICs, addresses in Pakistan, all working landline, mobile phone numbers and valid email address of the following: Owner/Proprietor of the Firm; and Managing Director / CEO of the Firm; and Focal person officially made responsible and authorized by the Firm for day to day official correspondence/communication with the procuring entity / purchasing entity related in relation to this bidding competition. Note: In case of winning this bidding competition the Focal person of the successful bidder shall be responsible for communication with procuring / purchasing entity/ices regarding supply related issues.	
4.	Please provide the following valid information regarding applicant Firm: Complete street address of the: Head Office Main warehouse; and Valid & working official Landline Phone and Fax Numbers; and Valid Mobile phone number/s of the Focal Person Valid and functional Email address; and Official Website address/es.	
5.	Please provide, in original, the bids security instrument amounting to Rupees 500,000/- along with the Financial Proposal in the sealed envelope in the name of Hospital Director, Khyber Teaching Hospital, Khyber Pakhtunkhwa, Peshawar.	

	Important Note: An affidavit is required in the technical bid that bid security is placed in the financial bid.
6.	<p>Please provide attested copies of the following Tax related valid documents:</p> <ul style="list-style-type: none"> • National Tax Number (NTN) of the Firm for Income Tax, and • Sale Tax Registration Certificate of the Firm; and • Certificate of Professional Tax of the Firm. • Should be on Active Tax payer list in FBR, Pakistan
7.	<p>In case of being a Manufacturer, the Firm should provide attested copies of the following documents:</p> <ul style="list-style-type: none"> • Valid Product Registration Certificate issued by the DRAP for the item/s quoted by the Firm for this bidding competition • Valid cGMP certificate issued by DRAP • List of the quoted item/s
8.	<p>In case of being Importers / Sole Agents or Authorized Distributors, the Firm should provide attested copies of the following documents:</p> <ul style="list-style-type: none"> • Valid Drugs Sales License of the premises where the stocks are stored. • Valid Product Registration Certificate issued by the DRAP. • Valid cGMP/EC/Quality control/Quality assurance Certificate of the Principal Manufacturer for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin of the quoted good/s). Non provision of this document shall lead to disqualification of the firm; • (In case of Non-applicability of the above mentioned certificates for Examination Gloves (Non Sterile) and Adhesive Tapes (Non Sterile) only, provision of EC-Declaration of conformity from the principal manufacturer (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin of the quoted good/s is mandatory) • Valid Agency Agreement with the Foreign Principal Manufacturer entity/ies; and • Valid Free Sale Certificate for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s (duly attested from the Embassy / High Commission / Consulate (as the case may be) of the country of origin in Pakistan or Pakistani Embassy / High Commission / Consulate (as the case may be) in the country of origin of the quoted good/s). Non provision of this document shall lead to disqualification of the firm; and • List of the quoted items.
9.	<p>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:</p> <p>I / We have carefully read the whole set of Standard Bidding Documents for this bidding competition and that I / We have fully understood and agree to all the provisions (including, but not limited to, those provided under ITB 29.1 of the Bid Data Sheet), terms and conditions, evaluation criteria, mechanism of evaluation & selection of items for which the Firm has applied for competition; and</p> <p>I / We fully understand and agree that the bidding competition for which I / We have applied to enter in, shall be based on merit based scoring system for the evaluation of technical bids which has inverse relationship with the rates quoted by the bidders in their financial bids submitted; and that in this situation, the lowest financial bid/s may or may not win the bidding competition; and</p> <p>I / We guarantee that the quoted medical devices, surgical disposables and non-drug items are, and shall be, freely available in the market of Pakistan; and particularly in the market of Khyber Pakhtunkhwa Province; and</p> <p>In case any documents submitted in relation to this bidding competition or any undertaking given by the Firm, if found incorrect or false or misleading or diverting the decision making for the competition, shall be liable to be proceeded for blacklisting for any business with / by Medical Teaching Institution Khyber Teaching Hospital, confiscation of bids security and / or any other lawful action as deemed appropriate by the Government of Khyber Pakhtunkhwa, including that to be taken in concert with the DRAP or any other body / entity of the Federal Government; and</p> <p>I / We have fully understood that the medical devices and items in the categories of cotton, bandages, adhesive tapes, etc. including other non-drug items shall be evaluated / examined by expert/s nominated by the competent authority of MTI-KTH at its sole discretion; and that the Firm shall fully agree and abide by the decision/opinion, whatsoever, of the said expert/s regarding the selection, or otherwise, of the quoted item/s for purchase / rate contracting.</p> <p>I / We also undertake that submission of any false/bogus/fake/forged/ fabricated/tampered document shall lead to disqualification of our firm from this bidding competition as well as to other lawful action/s to be taken by the concerned authorities.</p> <p>I / We have fully understood that no such documents shall be entertained by the Procuring entity / purchasing entity, which is issued after due date of Bid opening. That I have attached the requisite Bid security in the financial Bid.</p>
10.	<p>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</p>

disqualification and declaring my bid as ineligible and thus non-responsive.

Signatures: _____
Name: _____
CNIC No _____
Designation _____
Address _____

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 entity / purchasing entity]*

Dear Sir/Madam

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

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

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

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

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

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

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

Signed:

In the capacity of *[insert: title or position]*

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

Bid Form-3

AFFIDAVIT (on Judicial Stamp Paper)

I/We, the undersigned [**Name of the Supplier**] hereby solemnly declare in Oath that and undertake that:

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

The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.

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

The undersigned are also eligible Bidders within the meaning of the Standard Bidding Documents.

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

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

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

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

We understand that the Procuring entity / purchasing entity or any of its committees are not bound to accept the lowest or any other bid they may receive.

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

Signatures with stamp Name: _____ Designation: _____ CNIC No. _____

For Messrs. [**Name of Supplier**]

Bid Form-4

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

Price Schedule format for Financial Bid of MTI-KTH for the year 2023-24

(A) Medical devices, suture, cotton and related items; **OR** (B) Medicines; **OR** (C) Non-drug items, the unit price of each item shall be quoted and submitted in the following format:

S. No.	Serial No. of quoted item in the MTI-KTH list in SBD 2023-24	Generic Name with sizes/measurement's of quoted item	Trade Name of quoted item	Rate Offered per unit in Pak. Rupees (Rs)
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Bid Form-5

INTEGRITY PACT (on Judicial Stamp Paper)

Declaration of Fees, Commission and Brokerage Etc. Payable by Suppliers of (A) Medical devices, suture, cotton and related items; (B) Medicines; (C) Non-drug items for Govt: MTI-KTH 2023-24

In response to advertisement related to the bidding process / competition regarding purchase and supply of medical devices, non-drugs and surgical disposable items for 2023-24 for the MTI-KTH, Mr. /Ms.

_____ s/o, d/o _____ bearing CNIC No. , and having the Designation of _____ in Messrs (M/S) [*Name of Supplier*] do hereby solemnly affirm, declare and certify on behalf of M/S [*Name of Supplier*] that:

[*Name of Supplier*] has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from MTI-KTH or any administrative subdivision or agency thereof or any other entity owned or controlled by MTI-KTH through any corrupt business practice; and

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

That [*Name of Supplier*] has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with MTI-KTH and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty; and

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

That notwithstanding any rights and remedies exercised by MTI-KTH in this regard, [*Name of Supplier*] agrees to indemnify MTI-KTH for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to MTI-KTH in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [*Name of Supplier*] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from MTI-KTH.

Signatures with stamp Name: _____ Designation: _____ CNIC No. _____
For Messrs. [*Name of Supplier*]

Witness No. 1

Witness No. 2

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

WITNESS NO. 2

Signature: Name:

Father's Name:

Address:

CNIC No.

Bid form-6)

MTI KTH RATE CONTRACT AGREEMENT (for successful bidders)

THIS RATE CONTRACT AGREEMENT is made and agreed today on _____ day of [Month], 2023 **in light of the provisions of SBDs for 2023-24** between the MTI-KTH through Hospital Director (*hereinafter referred to as the Procuring entity / purchasing entity or the first party, which expression shall, where the context admits, be deemed to include the assignee/s of the MTI-KTH*); and Messrs. **[Name of Supplier]** through Mr. _____ Designation _____ CNIC No. _____, registered office at _____ (*hereinafter referred to as the Supplier or the second party or he/his, which expression, unless repugnant to the context, means and includes their legal heir/s, successors-in-interest, assignee/s and legal representative/s*) that:

WHEREAS the Procuring entity / purchasing entity has made a bidding competition for selection and rate contracting for drugs / medicines, medical devices, surgical disposables, sutures, cotton & related items (*hereinafter referred to as goods*) for actual purchases of the selected and rate contracted goods to be made by the officer / officers of the Medical Teaching Institution-Khyber Teaching Hospital Peshawar, Khyber Pakhtunkhwa (*hereinafter called the Procuring / purchasing entity or Purchasing Agencies where the context so admits*); and

WHEREAS the Supplier declares that he is not a broker, middle-man but himself a Manufacturer and / or direct Importer of goods for which he has won the bidding competition for supply of goods to the Procuring entity / purchasing entity throughout the province of Khyber Pakhtunkhwa (*hereinafter referred to as the Province*) to the Procuring / purchasing entity; and

WHEREAS both the parties have agreed that the Procuring / purchasing entity shall purchase all or some or none of the goods, as of details given in the clause-21 of this Contract Agreement, from the Supplier at the sole discretion of the individual Purchasing Agencies; and

WHEREAS the Supplier shall supply all the goods ordered by the Procuring / purchasing entity to the later in the quantity as mentioned in the supply order to be issued by the Procuring / purchasing entity within the timeframe as mentioned in clause 18 of this contract agreement; Now, therefore, both the parties mutually agree to enter into this contract agreement as under:

1. The Supplier agrees to take full responsibility of the validity and implications, that may arise in future, of declaration submitted by him in the form of affidavit on judicial stamp paper along with the financial bids; and also that in case of any kind of breach of the said declaration, the Supplier shall be liable to be proceeded against by the Procuring entity / purchasing entity in accordance with the clauses of this rate contract agreement as well as relevant laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern the situation/s.
2. The Supplier shall supply the ordered goods to the Procuring / purchasing entity exactly at the address of the official premises as given in the supply order issued to the former.
3. The Supplier shall be solely responsible for transportation, loading and / or unloading and staking of the supplied items till and at the time of delivery to the destination indicated by the Procuring / purchasing entity including any damage or untoward incidence, maintenance of required temperature and protection from light and other environmental conditions as well as other hazards that may possibly or potentially affect the safety, quality and efficacy of the supplied items.

4. The Supplier shall not claim or charge transportation, loading / unloading, labor or any other charges related to or in the name of logistics, accidents, insurance, freight, etc.

5. All the goods supplied shall conform to the specifications approved by the Drug Regulatory Authority of Pakistan (*hereinafter referred to as the DRAP*).

6. The Purchasing Agency shall arrange to obtain randomized sample/s of each item of the supplied goods belonging to the categories of drugs /medicines, medical devices and surgical disposables through notified Drug Inspector/s concerned for sending the same to the concerned Drug Testing Laboratory for Test / Analysis as provided in the Drugs Act 1976, DRAP Act 2012 and rules frame thereunder, subject to the condition/s that:

a. the supplied goods declared in contravention to any provision of the Drugs Act 1976, DRAP Act 2012 and rules framed there under, shall be replaced by the supplier at no cost to the Procuring / purchasing entity, and at the sole risk and cost of the supplier, within 07 days from the date of intimation to the supplier and / or his focal person as in the Bid Cover Sheet of the successful bid submitted by the supplier, at such place/s as the Procuring / purchasing entity may direct in accordance with clause-2 of this contract agreement. The Procuring / purchasing entity shall arrange to obtain sample/s of the replaced goods as in clause-6 above, for the purpose of Test / Analysis as provided in the Drugs Act 1976, DRAP Act 2012 and rules frame thereunder; and

b. in case of non-supply or delayed supply of replacement items as in clause 6 (a), the Supplier shall be liable for penalties as in clause No. 18 of this contract agreement; and

c. all the contravened stock of goods, as in clause 6(a) above, shall be the case property under the Drugs Act, 1976, and

d. the supplier shall be responsible to make / provide arrangements for appropriate storage of seized stock at his sole risk, cost and responsibility, but under the legal supervision of concerned Drug Inspector; and

e. in case the destruction of the seized stock, as in clause 6 (a), (c) and (d) above, is required to be undertaken under the applicable laws and rules, all the costs involved in the execution of decision and destruction, whatsoever, shall be borne by the supplier; and

f. any of the item/s, as in clause-6 above, if initially declared to be in contravention with the provision/s of Drugs Act 1976, but later on declared as of standard quality by the concerned Appellate Drugs Testing Laboratory, shall be returned to the supplier by the concerned Drug Inspector in a lawful manner.

7. Supplier shall supply the freshly manufactured goods having maximum possible long expiry dates to the Procuring / purchasing entity. All the goods supplied shall conform to specifications mentioned in Schedule-I of this contract agreement, and to supply freshly manufactured goods to the Procuring / purchasing entity with the minimum remaining shelf life of at least 70%. In case, if the shelf life was less than 70%, then in case of no consumption, the goods shall be returned to the supplier for replacement at the risk and cost of supplier. The company will be bound to replace the short expiry items whereby intimation would be given to the manufacturer or Importer / Sole Agent or Authorized Distributor or their designated focal person as the case may be. Intimation may be done six months before the expiry of the respective item (s).

8. In case of taking any action contravening to any provision/s of the applicable law/s and rules, the Supplier shall render himself liable to such lawful action/s as deemed appropriate and taken against him.

9. The items supplied shall be placed by the Supplier on their official websites indicating name of items, name of manufacturer / Importer / Sole Agent or Authorized Distributor, Invoice No., Warranty & Date,

Registration No, Batch No, Quantity, Price & Expiry date of the supplied goods and name of the Procuring / purchasing entity.

10. The Procuring / purchasing entity shall take legal / lawful action against the Supplier regarding non-supply, short supply, substituted supply, delayed supply or any other unlawful action / shortcoming, on the part of Supplier, pertaining to the Drugs Act 1976 and / or the execution of this contract agreement. The Procuring entity / purchasing entity shall take lawful / legal action against the Supplier in accordance with the clauses of this contract agreement as well as relevant laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern suchlike situation/s, which may include, but not limited to, blacklisting, forfeiture of earnest money and performance guarantee, etc.

11. The Supplier agrees to the following conditions related to packing, packaging and labeling of the goods to be supplied to Purchasing Agencies under this contract agreement:

a) Each item shall be supplied to Procuring / purchasing entity in the packing and packaging unit as approved and registered by the DRAP. The supplier shall supply all the unit items bearing the words "**PROPERTY OF MTI-KTH, NOT FOR SALE**" in block letters and clearly visible manner with indelible ink on the label, outer packing of each individual unit item as well as on its outer carton/s.

b) The labels shall comply with all the requirements as laid down under the Drugs Labeling and Packing Rules 1986. The strip / blister shall clearly indicate expiry date of the same medicine in a clear and legible manner.

c) The goods shall be packed and transported to the Procuring / purchasing entity in accordance with the provisions contained in the Standard Bidding Documents.

d) The items related to the category of Absorbent Cotton / Surgical Gauze / Cotton Bandages / Crepe bandage, etc. shall be supplied in strict compliance with the instructions in this regard as circulated vide Notification No. F.6-6/2005-Reg-II (south) dated 13/9/2006 by the then Federal Ministry of Health, Pakistan.

13. RATE VALIDITY:

The Supplier agrees that the approved price of all individual items quoted in the financial bids shall remain valid till and up to 30th June 2024.

14. BID SECURITY:

As mentioned in Special Conditions of Contract, the bid security of Rs.500,000/- from the supplier as already received by the Procuring entity / purchasing entity at the time of bids submission under GCC Clause 15, shall be retained by the Procuring entity / purchasing entity as Performance Security till the end of contract period and will be released back to supplier after successful completion of all the contractual obligations of this contract agreement and approved Standard Bidding Documents.

15. WARRANTY:

1. For Drugs items the supplier shall provide warranty on prescribed form (2A), in accordance with the Drugs Act, 1976, to the Procuring / purchasing entity for each item supplied in response to supply orders.

2. For Non-Drugs Items the supplier shall provide warranty to the Procuring / purchasing entity in accordance with Special Conditions of Contract as provided in the approved Standard Bidding Documents for this bidding competition, for each item supplied in response to supply orders.

16. PAYMENT SCHEDULE:

Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the Supplier to the Procuring entity / purchasing entity immediately after complete supply of stock. The Supplier shall be bound to pay all sorts of government taxes, duties and stamp duties, imposed earlier or during the financial year by the Government of Pakistan or by the Provincial Government of Khyber Pakhtunkhwa on any supplied / purchased item.

17. FORCE MAJEURE:

a. In case of the situation related to Force Majeure, the Supplier may inform the Procuring entity / purchasing entity and the Procuring / purchasing entity in writing about the situation immediately without delay along with solid proof through the fastest, lawful and available means of communication, but not through the electronic mail, and request the Procuring entity / purchasing entity for the grant of extension in the supply period.

“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.

b. The Procuring entity / purchasing entity, in case of being fully satisfied with the genuineness of situation arising from Force Majeure for the Supplier, may extend the period of supply of goods up to a maximum of not more than thirty days. However, the Procuring entity / purchasing entity and / or Procuring / purchasing entity shall, in no case, be responsible or held responsible for any complications in making payments to Supplier by the Procuring / purchasing entity that may arise from the closure of financial year and lapse / surrender of public funds vis-à-vis the normal financial management procedures in public sector.

18. PENALTIES:

a). The supply of the ordered goods under this agreement shall be completed by the Supplier within thirty (30) days after the receipt of supply orders from the Procuring / purchasing entity, except in situation/s covered under clause 17 above. In case of delay in supplies reaching to the Procuring / purchasing entity, the following penalties shall be imposed by the Procuring / purchasing entity upon the Supplier:

i). Upon delay in supply from thirty-one to forty-five (31 to 45) days, a lump sum penalty amounting to three per cent (03%) of the total amount of the supply order for total number of items ordered in the same supply order issued to the Supplier, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Procuring / purchasing entity, irrespective of the number of items supplied late.

ii). Upon delay in supply from forty-six days up to sixty (46 to 60) days, in instead of three per cent (03%) as in clause 18(a)(i) above, a lump sum total penalty amounting to seven per cent (07%) of the total amount of the supply order for total number of items ordered in the same supply order issued to the Supplier, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Procuring / purchasing entity, irrespective of the number of items supplied late.

b). After the expiry of the extended periods as in clause 18(a)(i)&(ii) above, the order shall stand cancelled to the extent of non-supplied items, and Procuring entity / purchasing entity shall have the right, duty and authority to impose any or all of the below mentioned penalties; that is

i). Forfeiting the earnest money and performance guarantee of the Supplier related to this contract agreement; and / or

ii). Initiating the process for and recommending for blacklisting of the Supplier.

iii). In case, if the firm failed to supply the goods within 60 days, the hospital will arrange the supply of requisite from alternate suppliers at the risk and cost of the supplier.

19. The Supplier agrees that the supply order/s of the goods which are issued till the last day of the financial year (30th June, 2024) by the MTI KTH under this agreement shall be completed, in case of failure the supplier shall be liable to all the penalties enunciated in clause 18(a) & (b) of this agreement.

20. INDEMNITY:

a. Notwithstanding any rights, duties and / or remedial measures and / or managerial actions taken and / or to be taken and / or any powers exercised and / or to be exercised by the Procuring entity / purchasing entity and / or Procuring / purchasing entity and / or Purchasing Officer/s with regard to the execution of this contract agreement, the Supplier agrees to indemnify them for any loss or damage incurred or inflicted upon by them in individual or official capacity upon the Supplier whether through any of their actions and / or practices and / or otherwise.

b. The Supplier further agrees to pay compensation to the Khyber Teaching Hospital-Medical Teaching Institution of an amount equivalent to ten times the sum of any commission, gratification, bribe or kickback and / or finder’s fee given by the Supplier for the purpose of obtaining and / or inducing the procurement of any contract, right, interest, privilege or other obligation/s or benefit in whatsoever form, from the Procuring entity / purchasing entity or any of the Purchasing Agencies.

21. RESOLUTION OF DISPUTES:

a) The Procuring / purchasing entity and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract / supplies.

b) Despite such negotiation if the Procuring / purchasing entity& Supplier have been unable to resolve amicably a contract dispute, either party may refer the case to Chairman, Board of Governors for decision through a Dispute Resolution Committee under the chairmanship of Hospital Director MTI-KTH or any other person designated by him/her. The decision of the Dispute Resolution Committee shall be final and binding upon both the parties.

22. Details of approved items is as follows;

S.No	Brand Name	Generic Name	Unit Price Approved

Signature
Hospital Director MTI KTH
For and on behalf of MTI KTH Peshawar,
 (1st Party)

 Signature:
 Name:
 Designation
 CNIC No.
 Stamp:
For and on behalf of Manufacturer / Importer /
Sole Agent or Authorized Distributor
 (2nd Party)

WITNESS NO. 1

Signature:

Name:

Father's Name:

Address:

CNIC No.

WITNESS NO. 2

Signature:

Name:

Father's Name:

Address:

CNIC No.