



**Government of Khyber Pakhtunkhwa  
Health Department**

**Standard Bidding Document  
For**

**Procurement of Consumables items for Regional  
Blood Centre (RBC), Hayatabad Peshawar**

**Under**

**National Competitive Bidding (NCB)**

**F.Y 2018- 2019**

## **PREFACE**

These Bidding Documents have been prepared for use by the Regional Blood Centre (RBC) Hayatabad Peshawar, Department of Health, and Khyber Pakhtunkhwa for the procurement of **Consumables items** under National Competitive Bidding (NCB) through Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014.

Provisions, which are intended to be used and will remain unchanged are in Part-One, these includes Instructions to Bidders (ITB) and General Conditions of Contract (GCC).

Part - Two has five sections. Any amendment or variation in the Instructions To Bidders (ITB) and the General Conditions of Contract (GCC) in Part-I, regarding contract data and procurement specific provisions, will be carried out in Bid Data Sheet (BDS) &Special Conditions of Contract (SCC) respectively in Part-Two: Section-I which includes Invitation For Bid (IFB), Bid Data Sheet (BDS) &Special Conditions of Contract (SCC). Part -Two: Section-II includes Technical & Financial Evaluation Criteria for the bidder and the intended Goods. Part -Two: Section-III further includes Schedule of Requirements, Technical Specifications and Ancillary Services. Part -Two: Section-IV also contains standardized Sample Forms and Schedules to be submitted by the bidder; and Part-Two: Section V contains in the end, exceptions to the list of eligible countries for the procurement activity under consideration.

# **Part-One**

## **FIXED CONDITIONS OF CONTRACT**

- I. Instructions to Bidders (ITB)**
- II. General Conditions of Contract (GCC)**

*Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully for filling up the Bidding Documents properly in order to become responsive.*

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# Instructions to Bidders (ITB)

## Scope of Bid

1.1 The Government of Khyber Pakhtunkhwa, Health Department invites bids for supply of Goods specified in the Schedule of Requirements along with Technical Specifications and related services incidental thereto to meet the requirement of Regional Blood Center, Hayatabad Peshawar Khyber Pakhtunkhwa with Bid Reference Number for the procurement activity as mentioned in **Bid Data Sheet (BDS)**.

1.2 Means of communication for the bidders will be true and original signed copies of documents and letters to be submitted either in person or through registered post/courier service with proof of receipt. Phone, fax, telex and email can be used only for information/inquiry purposes.

## 2. Source of Funds

2.1 The Government of Khyber Pakhtunkhwa.

## 3. Eligible Bidders.

3.1 This Invitation for Bids (IFB) is open to all original manufacturers and in case of imported goods their authorized agents/ importers in Pakistan for supply of Goods more specifically described in the Schedule of Requirement (Part-Two: Section-III).

3.2 Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in bidding.

3.3 The authorized/sole Agent / Importer must possess valid authorization from the Manufacturer and shall have to submit a copy of Memorandum of Association/ Partnership deed registered with the Registrar of Companies. However, in case of Manufacturer, he should have a documentary proof as prescribed in the Bid Form Section V to the effect that they are the original Manufacturer of the required specifications of Goods.

3.4 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public-sector organization are NOT ELIGIBLE.

3.5 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser 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 these Bidding Documents ; or

(b) Submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 15.9. However, this does not limit the participation of subcontractors in more than one bid.

3.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

#### **4. Corruption and Fraud.**

4.1 The Government of Khyber Pakhtunkhwa defines Corrupt and Fraudulent Practices as *“the offering, giving , receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty”*

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

#### **5. Eligible Goods and Services.**

5.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of Khyber Pakhtunkhwa in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, insurance, port releases, after sale service etc.

#### **6. Cost of Bidding.**

6.1 The Bidding Documents will be available from the date of publishing of the IFB and will be available up to the period as mentioned in the **Bid Data Sheet**. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **7. Bidding for Selective Items.**

7.1 A Bidder, if he so chooses, can bid for selective items from the list of goods provided for in the Schedule of Requirements. A Bidder is also at a

liberty to bid for all the goods mentioned in the Schedule of Requirements provided he fulfills the requirements.

However, a Bidder cannot bid for partial quantities of an item in the Schedule of requirement. **THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENT.**

## The Bidding Procedure

### 8. The Governing Rules.

8.1 The Bidding procedure shall be governed by the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services KPPRA Rules, 2014.

### 9. Applicable Bidding Procedure.

9.1 The bidding procedure is governed by Rule 06 Para (2) KPPRA Rules, 2014. Bidders are advised also to refer to the **Bid Data Sheet (BDS)** to confirm the Bidding procedure applicable in the present Bidding process.

9.2 The bidding procedure prescribed in the Bid Data Sheet above is explained below:

#### **Single Stage, Two Envelope Procedure (Rule 2(b) KPPRA 2014)**

- i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately **the Financial Proposal and the Technical Proposal**;
- ii) the envelopes shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion;
- iii) Initially, only the envelope marked “**TECHNICAL PROPOSAL**” shall be opened; technical proposal is to determine the technical strength and consideration of the illegibility of the firm for the bidding process, which is to be carried out before the opening of the financial bids.
- iv) the envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of Procuring Agency without being opened;
- v) the Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
- vi) during the technical evaluation no amendments in the technical proposal shall be permitted;
- vii) the financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;
- viii) After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders; and



- ix) The bid found to be the best evaluated having total highest score in technical & financial evaluation will be considered as successful bidder under section 2 (c)(1) of KPPRA Act 2012.

## The Bidding Documents

### 10. Contents of the Bidding Documents

10.1 The goods required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, 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) Evaluation Criteria
- (f) Technical Specifications
- (g) Schedule of Requirements / Bill of Quantities (BOQs)
- (h) Bid Forms and Price Schedules
- (h) Bid Security Form
- (i) Contract Form
- (j) Performance Security Form
- (k) Client Guarantee for Advance Payment Form
- (l) Manufacturer's Authorization Form

10.2 The "Invitation for Bids (IFB)" is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

10.3 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 shall be at the Bidder's risk and may result in the rejection of its bid.

### 11. Clarification(s) on Bidding Documents.

11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency<sup>1</sup> in writing at the Procuring Agency's address indicated in the Bid Data Sheet. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the

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<sup>1</sup> In this case Health Department, Government of the Khyber Pakhtunkhwa is the Procuring Agency.

query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

**12. Amendment(s) to the Bidding Documents.**

12.1 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(s) requested by a prospective Bidder, whether in a Pre-Bid Meeting to be held on a date specified in the **Bid Data Sheet (BDS)** may modify the Bidding Documents by amendment(s).

12.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, e-mail or fax, and shall be binding on them.

12.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

## **Preparation of Bids**

**13. Language of Bids.**

13.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written in English. 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 English, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

**14. Documents comprising the Bids.**

14.1 The Bid shall comprise of the Bid Forms of this Bidding Document and all those ancillary documentation that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.

14.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

**15. Bid Price.**

15.1 The Bidder shall indicate on the appropriate form prescribed in this Bidding Document the unit prices and total bid price of the goods, it proposes to supply under the Contract.

15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red/yellow marker.

15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Section III of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

15.4 The Bidder is required to offer a competitive price. All prices must include the taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties.

15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

15.6 Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive Bid.

15.7 While making a price quote, trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

**16. Bid Currencies.**

16.1 Prices shall be quoted in the currency as mentioned in the **Bid Data Sheet.**

**17. Samples.**

17.1 The Bidder shall provide samples of quoted goods along with the bid at his own cost and in a quantity prescribed by the Procuring Agency in Section III. However, samples of cold chain (perishable) goods, if any, will be called later at the time of technical evaluation of bids.

**18. Documentation on Eligibility of Bidders.**

18.1 Bidder shall furnish, as part of its bid (Bid Form) as specified in Part-Two: Section IV of the Bidding Documents, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

18.2 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 an eligible as defined under ITB Clause 3 above.

**19. Documentation on Eligibility of Goods.**

19.1 The Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

## **20. Bid Security.**

20.1 The Bidder shall furnish, as part of its bid, a Bid Security in the amount specified in the **Bid Data Sheet (BDS)**. Unsuccessful bidder's bid security shall be discharged or returned soon after announcement of the successful bids.

20.2 The successful Bidder's bid security shall be discharged upon signing of contract and furnishing the performance security.

20.3 The bid Security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity;  
or
- (b) in the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a performance security (if any).

## **21. Bid Validity.**

21.1 Bids shall remain valid for the period identified in the **Bid Data Sheet (BDS)** after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a period shorter than the one prescribed in the BDS shall be rejected by the Procuring Agency as non-responsive.

21.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

21.3 Bidders who, -

- (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

## **22. Format and Signing of Bids.**

22.1 The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.

22.2 The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding document. In an event where the Bidder has downloaded the bidding document from the web, he will require to get the original payment receipt of the prescribed fee from the Procuring Agency well before the date of submission of bid.

22.3 The original 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. The person or persons signing the bid shall initial all pages of the bid form.

22.4 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

22.5 Any tampering, illegitimate inclusion or exclusion in any part of the Standard Bidding Documents shall lead to disqualification of the bidder.

## Submission of Bids

### 23. Sealing and Marking of Bids.

23.1 The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the proposals/ bids in separate envelopes. The envelopes shall then be sealed in an outer envelope.

23.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and

(b) Bid Reference No. indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” the time and the date specified in the **Bid Data Sheet** for opening of Bids.

23.3 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 as “**non-responsive**” or “**late**”.

23.4 If the outer as well as inner envelope is not sealed and marked as required by 23.1 to 23.3 above the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.

### 24. Deadline for Submission of Bids

24.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the Bid Data Sheet. **Bids received later than the time and date specified in the Bid Data Sheet will stand summarily rejected.**

24.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **25. Late Bids**

25.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 24 shall be rejected and returned unopened to the Bidder.

## **26. Withdrawal of Bids**

26.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for opening of bids.

26.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 20 above.

# **Opening and Evaluation of Bids**

## **27. Opening of Bids by the Procuring Agency.**

27.1 All bids received, shall be opened by the Procuring Agency publicly in the presence of the Bidders or their representatives on the date, time and venue prescribed in the **Bid Data Sheet**.

27.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the **Bid Data Sheet** and elaborated in ITB Clause 9 above.

27.3 All Bidders in attendance shall sign an attendance sheet.

27.4 The Purchaser shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, category tendered for and unit as well as total bid price. The Purchaser may choose to announce any other details which it deems appropriate if not in conflict with the Procurement of Goods, Works and Services Rules, 2003, specifically Rule 21 & 22.

27.5 The Procuring Agency shall have the minutes of the Bid opening (technical and when applicable financial) recorded.

27.6 No bid shall be rejected at technical proposal/ bid opening, except for late bids, which shall be returned unopened to the Bidder

27.7 The financial bids found having without Bid Security shall also be returned unannounced to the Bidders. However, prior to return to the Bidder, the Chairman of the Purchase/ Procurement Committee shall record a statement giving reasons for return of such bid(s).

## **28. Clarification of Bids.**

28.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The 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.

## **29. Preliminary Examination.**

29.1 The Procuring Agency shall 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.

29.2 In the financial bids the arithmetical errors shall be rectified on the following basis.

a) 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.

b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.

c) If there is a discrepancy between words and figures, the amount in words shall prevail.

29.3 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.

29.4 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, 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 Applicable Laws, Taxes & Duties and internationally recognized best practices shall be deemed to be a material deviation for technical proposals and Bid Security for financial proposals. 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.

29.5 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

## **30. Evaluation of Bids.**

30.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.

30.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these bidding documents.

30.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be

the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.

30.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

### **31. Qualification of Bidder**

31.1 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacities, may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.

31.2 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.

31.3 The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.

31.4 The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the manufacturing plant/ production capacity/ warehousing system/ practices by a team of experts for assessment, if it deems necessary.

31.5 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

31.6 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Bidder was false and materially inaccurate or incomplete.

### **32. Rejection of Bids**

32.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

32.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 32.1 towards Bidders who have submitted bids.



32.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

**33. Re-Bidding**

33.1 If the Purchaser rejected all bids in pursuant to ITB Clause 32, it may call for a re-bidding. The Purchaser, if it deems necessary may prescribe another method of procurement not inconsistent with the Procurement of Goods, Works and Services Rules, 2003.

33.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

**34. Announcement of Evaluation Report**

34.1 The Purchaser may announce the results of the bid evaluation in form of a report through its website or display on office notice board, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

**35. Contacting the Procuring Agency.**

35.1 Subject to ITB Clause 28 above, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

**35.2 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. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.**

## **Award of Contract**

**36. Acceptance of Bid and Award Criteria.**

36.1 the Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section IV and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Government of Khyber Pakhtunkhwa, shall be awarded the Contract, within the original or extended period of bid validity.

**37. Procuring Agency's Right to vary quantities at the time of Award.**

37.1 The Procuring Agency reserves the right at the time of award of Contract to increase or decrease, the quantity of goods originally specified in

the Schedule of Requirements without any change in unit price or other terms and conditions.

**38. Notification of Award.**

38.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify to the successful Bidder in writing that its bid has been accepted under Rule 46 in conformity with provision of section 31 of the act in these rules.

38.2 The notification of award shall constitute the formation of the Contract between the Procuring Entity and the successful Bidder.

38.3 The enforcement of the Contract shall be governed by Rule 50 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.

**39. Limitation on Negotiations.**

39.1 Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder, but only to minor technical, contractual or logistical details.

39.2 Negotiations may relate to the following areas; (the list is being provided as guidance only and under no circumstances be treated as exhaustive and final):

- minor alterations to technical details, such as the scope of work, the specification or drawings;
- minor amendments to the Special Conditions of Contract;
- finalization of payment schedule and ancillary details;
- mobilization arrangements;
- agreements on final delivery or completion schedules to accommodate any changes required by the Procuring Agency;
- the proposed methodology or staffing;
- inputs required from the Procuring Agency;
- clarifying details that were not apparent or could not be finalized at the time of bidding;
- The Bidder's tax liability in Pakistan, if the Bidder is a foreign company.

**Negotiations shall not be used to:**

- substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the Bidder or the performance of the goods;
- substantially alter the terms and conditions of Contract;

- reduce unit rates or reimbursable costs;
- substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or proposals
- alter the submitted financial bid

#### 40. Signing of Contract.

40.1 After the completion of the Contract Negotiations the Purchaser shall send the Bidder the Contract Form provided in the Section VI of the Bidding Documents, incorporating all agreements between the Parties.

40.2 Within ONE week of receipt of the Contract Form, the successful Bidder and the Purchaser shall sign the Contract in accordance with the legal requirements in vogue.

40.3 Unless the procurement contract has already entered into force, a contractor or supplier feeling aggrieved by the order of a Purchaser accepting a bid may file an application for review.

40.4 If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited. In such situation the Purchaser may award the contract to the next lowest evaluated Bidder or call for new bids.

40.5 The Contract shall become effective upon affixation of signature of the Purchaser and the selected Bidder on the Contract document, and shall be governed for the period specified in the **Bid Data Sheet (BDS)** and by the terms and conditions mutually agreed in the contract..

#### 41. Performance Guarantee.

41.1 On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee for a percentage amount (10% of the quoted price which can also be in the form of (8+2)) Rule 21 of Khyber Pakhtunkhwa Public Procurement of goods, works & services rules 2014 as specified in the **Bid Data Sheet (BDS)**, on the Form and in the mannered prescribed by the Procuring Entity in Part-Two: Section-IV of these Standard Bidding Documents.

41.2 The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee.

41.3 Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the contract to the next lowest evaluated bidder or call for new bid.

## **Part-One**

### **General Conditions of Contract (GCC)**

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# General Conditions of Contract (GCC)

<b>1. Definitions</b>	1.1	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>(a) “The Contract” means the agreement entered into between the Purchaser (provincial and district Health department) and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</li> <li>(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.</li> <li>(c) “The Goods” means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.</li> <li>(d) “The Services” means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the government of Khyber Pakhtunkhwa, transportation of goods upto the desired destinations and other such obligations of the Supplier covered under the Contract.</li> <li>(e) “GCC” means the General Conditions of Contract contained in this section.</li> <li>(f) “SCC” means Special Conditions of the Contract.</li> <li>(g) “The Purchaser” means the Government of Khyber Pakhtunkhwa, Health Department, Peshawar.</li> <li>(h) “The Supplier” means the individual or firm supplying the goods under this Contract.</li> <li>(i) “Day” means calendar day.</li> </ul>
<b>2. Application</b>	2.1	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
<b>3. Source of Import</b>	3.1	<p>All goods and related services to be supplied under the contract that</p>

	3.2	<p>are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.</p> <p>For purposes of this clause, “origin” means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.</p>
<b>4. Standards</b>	4.1	The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
	4.2	In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
	4.3	If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the Health Department) the price difference shall be paid by the Supplier.
	4.4	In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e removal from purchaser’s premises, burning, dumping, or incineration.
<b>5. Use of Contract Documents and Information.</b>	5.1	The Supplier shall not, without the Purchaser’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 Purchaser 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	<p>The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.</p> <p>Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and</p>
	5.3	shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.

	5.4	The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.
<b>6. Patent Rights</b>	6.1	The Supplier shall indemnify the Purchaser 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 country.
<b>7. Performance Security</b>	7.1	Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	7.3	The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms: <ul style="list-style-type: none"> <li>(a) a Client guarantee or an irrevocable letter of credit issued by a reputable Client located in the Purchaser's country, in the form provided in the bidding documents or another form acceptable to the Purchaser; or</li> <li>(b) a cashier's or certified check.</li> </ul>
	7.4	The performance security will be discharged by the Purchaser 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.
<b>8. Submission of Samples</b>		Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.
<b>9. Ensuring storage arrangements</b>		To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least One (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.



<b>10. Inspections and Tests</b>	10.1	The Purchaser or its representative shall have the right to inspect and/or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
	10.2	All costs associated with testing shall be borne by the Supplier.
	10.3	The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.
	10.4	Nothing in GCC Clause 10 shall in any way release the Supplier from any warranty or other obligations under this Contract.
<b>11. Packing</b>	11.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	11.2	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 Purchaser.
<b>12. Delivery and Documents</b>	12.1	The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.

	12.2	The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
	12.3	The goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the buyer after the Goods having been delivered;
<b>13. Insurance</b>		The supplier shall be solely responsible for Insurance of the Goods subject to the contract.
<b>14. Transportation</b>	14.1	The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement
	14.2	All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.
<b>15. Incidental Services</b>	15.1	The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.
<b>16. Spare Parts</b>	16.1	<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"> <li>(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>
<b>17. Warranty</b>	17.1	All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC.

	17.2	The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
<b>18. Payment</b>	18.1	The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed and annexed to this contract.
	18.2	The currency of payment shall be Pakistan Rupee.
<b>19. Prices</b>		Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.
<b>20. Change Orders</b>	20.1	<p>The Purchaser 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:</p> <ul style="list-style-type: none"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>(b) the method of shipment or packing;</li> <li>(c) the place of delivery; and/or</li> <li>(d) the Services to be provided by the Supplier.</li> </ul>
	20.2	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 Purchaser's change order.
<b>21. Contract Amendments</b>		No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
<b>22. Assignment</b>		The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
<b>23. Subcontracts</b>		The Supplier shall not be allowed to sublet and award subcontracts under this Contract.

<b>24. Delays in the Supplier's Performance</b>	24.1	Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
	24.2	If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser 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 Purchaser 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 an amendment to the Contract.
<b>25. Liquidated Damages</b>	24.3	<p>Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.</p> <p>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 Purchaser 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 Purchaser may consider termination of the Contract pursuant to GCC Clause 24.</p>
<b>26. Termination for Default</b>		<p>The Purchaser, 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"> <li>(a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract and subsequent purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</li> <li>(c) if the Supplier, in the judgment of the Purchaser has</li> </ul> <p>engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause Corrupt and fraudulent practices means:</p> <p><i>the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official or the</i></p>

		<p><i>supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty”</i></p>
<b>27. Force Majeure</b>	27.1	Notwithstanding the provisions of GCC Clauses 20 and 21, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.
	27.2	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of purchase order under the Contract and inform the Supplier of its findings promptly.
	27.3	Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
<b>28. Termination for Insolvency</b>		The Purchaser may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

<b>29. Termination for Convenience</b>	29.1	The Purchaser, 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	29.2	<p>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 Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(a) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(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.</p>
<b>30. Arbitration and Resolution of Disputes</b>	30.1	The Purchaser 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.
	30.2	If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
	30.3	In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time) in a court of relevant jurisdiction as mentioned in the SCC.
<b>31. Governing Language</b>	1	The Contract shall be written in English language. Subject to GCC Clause 26, 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 English.
<b>32. Applicable Law</b>		This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

<b>33. Notices</b>	33.1	Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.
	33.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
<b>34.Taxes &amp; Duties</b>		All taxation, duties and levies etc., whether International, Federal, Provincial or Local, shall be borne by the Supplier.

## **PART-TWO**

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**INVITATION FOR BIDS**  
**For Purchase of Consumable Items for Year 2018-19**

1. The Manager , Regional Blood Centre (RBC), Hayatabad Peshawar Khyber Pakhtunkhwa invites sealed bids under National Competitive Bidding from Manufacturers & authorized/sole agents for the purchase of Consumable Items during the year 2018-19
2. Bidding shall be conducted through Single Stage –Two Envelopes Bidding Procedure comprising a single package containing two envelopes as per KPPRA Rules-2014. Each envelope shall contain separately Technical and financial bid clearly marked in bold & legible letters. The firms are bound to provide complete information of the bidder along with its postal as well as valid email address and phone number/s on each of the respective envelope.
3. Interested Bidders must obtain Application Form along with complete set of bidding documents from the Regional Blood Centre (RBC), Hayatabad Peshawar Khyber Pakhtunkhwa during office hours on any working day till Friday 29<sup>th</sup> June 2018, against the non-refundable cash payment of Pak Rupees @1000/- Original Receipt of the paid amount must be attached to the Technical Bid inside its sealed envelope. The Bidding Documents can also be downloaded from the following official websites. [www.healthkp.gov.pk](http://www.healthkp.gov.pk) & [www.dhiskp.pk](http://www.dhiskp.pk)
4. A Pre-bid meeting will be held on Friday 22<sup>nd</sup> June 2018, at 10:00 AM, at Office of the Manager RBC, Phase 4, Hayatabad Peshawar. The bidders are requested to thoroughly study the Standard Bidding Documents before the pre-bid meeting for any clarification of their queries during the said meeting.
5. Interested Bidders must submit sealed bids to the Office of the Manager RBC, Phase 4, Hayatabad Peshawar on or before 10:00 hours, Friday 29<sup>th</sup> June 2018, which will be opened on the same day at 10:30 AM in the presence of those bidders or their representatives, who choose to attend the process. Bid submitted to the after 10:00 AM sharp shall not be entertained.
6. Financial bid must be accompanied with Bid Security as per details given in bid data sheet and the same shall be in the shape of Pay Order (PO) / Demand Draft (DD) / Call Deposit Receipt (CDR) / Bankers Cheque in the name of the undersigned. Ordinary cheque in the firm of bid security will result in bid rejection summarily.
7. Mandatory Bid Security / Earnest Money amounting to a flat rate of Rupees Two Hundred Thousands only (Rs.200,000/-) for section A & Fifty Thousand only (Rs.50,000) for section B,C & D respectively from each bidder in the shape of Pay Order (PO) / Demand Draft (DD) / Call Deposit Receipt (CDR) / Bankers Cheques in the name of The Manager , Regional Blood Centre (RBC) is required to be submitted along with the Financial Bid within its sealed envelope. A separate photocopy of this Bids Security financial instrument should also be placed inside the sealed envelope of Technical Proposal. Ordinary Cheques will not be acceptable as Bids security.
8. Bid must be computer typed & printed; and the offered bid price must be written both in words & figures. An authorized person of the bidder/firm shall sign & stamp all pages of the bid. The same shall also contain product details in the form of original catalogue/Brochures.
9. The bidders are required to submit samples for evaluation/examination by the expert of RBC.
10. The undersigned reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Procurement Rules 2014.

**MANAGER Regional Blood Centre Hayatabad Peshawar**  
**Tel No: 091-5813478 & 091- 9210196**  
**Fax No: 091- 5819243**

**Part-Two**  
**Section I: Procurement Specific Provisions**

**Bid Data Sheet (BDS)**

ITB Ref	Description	Detail
ITB Clause 1.1	Name of Client & source of Funds	Manager , Regional Blood Centre (RBC), Phase 4, Hayatabad Peshawar Govt: of KP
ITB Clause 3.1	Qualification requirements/ Eligible Bidders.	Manufacturers / importer
ITB Clause 3.1	Name of Goods	Consumable Items, Medical devices & Kits
ITB Clause 9.1	Bidding procedure	Single Stage-Two Envelop bidding procedure as per Rule 06 (2b) of KPPRA Rules 2014
ITB Clause 9.2	Method of determining Lowest evaluated Bidder	Highest ranking fair bid under the KPPRA Act 2102 and the sub allocation of marks on 70:30 basis
ITB Clause 11	Procuring agency's address, telephone	<b>As per IFB</b>
ITB Clause 12	Pre-bid meeting date, time and venue	22 <sup>nd</sup> June 2018 at 10:00Am Regional Blood Centre (RBC), Phase 4, Hayatabad Peshawar Govt: of KP
ITB Clause 15.4	Bid Price	Bid Price shall be inclusive of all Duties, taxes& levies.
ITB Clause 13	Language of bid	English
ITB Clause 16	Currency of Bid	PKR
ITB Clause 20	Amount of bid security	The bidder shall furnish, as part of its bid, a bid security/ earnest money Five Hundred thousand PKR in name of Manager, Regional Blood Centre (RBC).
ITB Clause 21	Bid validity period	90 Days
ITB Clause 24	Last date and time for the receipt of bidding document	9 <sup>th</sup> July 2018 till 10:00 am
ITB Clause 27	Date, time and venue of opening of technical bids	10.30 Am, Friday 9 <sup>th</sup> July 2018. Regional Blood Centre (RBC), Phase 4, Hayatabad Peshawar Govt: of KP
ITB Clause 41	Performance Guarantee / Security	The Performance Security shall be <b>10%</b> (8+2) of the total contract price quoted and shall be submitted in the name of Program Manager RBC.

# Special Conditions of Contract

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## Special Conditions of Contract

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

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: **Office of Regional Blood Center, Hayatabad Peshawar Khyber Pakhtunkhwa,**

I. GCC 1.1 (h)—The Supplier is: Manufacturers, authorized/sole agents registered with relevant sales and income tax authorities and have requisite qualification and eligibility for supply of Goods in the specialized categories of health.

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

All countries and territories as indicated in Part Two: Section VI of the Bidding Documents, “Eligibility for the Provisions of Goods, Works, and Services.”

### 3. Performance Security (GCC Clause 7)

GCC 7.1— the amount of performance security, as a percentage of the Contract Price, shall be: **Ten (10) percent of the Contract Price**

*[The following provision shall be used in the case of Goods having warranty obligations.]*

GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be returned after successful completion of the contract in accordance with Clause GCC 15.1.

### 4. Inspections and Tests (GCC Clause 10)

GCC 10.3—Inspection and tests prior to delivery/shipment of Goods and at final acceptance are as follows: **Final Acceptance by the Manger RBC, HAYATABAD PESHAWAR, Khyber Pakhtunkhwa.**

### 5. Packing (GCC Clause 11)

*Applicable as required by the Purchaser.*

### 6. Delivery and Documents (GCC Clause 12)

GCC Clause 12.1—Delivery of the intended items in the destination to Procuring Entity shall be **60 Days** for Imported Goods / **20 Days** for Local Goods or as per actual contract terms

### ***Delivered Duty Paid (DDP) Incoterms 2011***

GCC 12.3—*In case of Import, upon shipment*, the Supplier shall notify the Purchaser the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Purchaser:

- (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- (iii) Copies of the packing list identifying contents of each package;
- (iv) Insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) Certificate of origin.

### **7. Insurance (GCC Clause 13)**

GCC 13.1— The Goods supplied under the Contract shall be **Delivered Duty Paid (DDP)** under which risk is transferred to the buyer after goods having been delivered to him, hence insurance coverage is seller's responsibility for arranging appropriate coverage.

### **8. Incidental Services (GCC Clause 15)**

GCC 15.1—Incidental services to be provided are:

*Maintenance facility/Services are required to be provided by the Supplier for **at least 3 years** in the case of equipment. The Contract price quoted in the bid by the selected Supplier shall be inclusive of ancillary Services/maintenance/warranty.*

### **9. Spare Parts (GCC Clause 16)**

GCC 16.1—Additional spare parts requirements are: *Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, **within six (6) months** of placing the order and opening the letter of credit.*

### **10. Warranty (GCC Clause 17)**

GCC 17.2—In partial modification of the provisions, the warranty period shall be **12 months from date of acceptance of the Goods after installation.** The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4 (GCC Clause 10).

or

- (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5% per week up to a maximum of 10% of the Contract amount.
- (C) The successful bidders shall be bound to provide services to the reagent based equipments in Regional Blood Centre (RBC) Lab.

GCC 17.1 & 17.2—The period for correction of defects in the warranty period for equipment is: **One Year**

## 11. Payment (GCC Clause 18)

GCC 18.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

### Payment for Goods supplied:

Payment shall be made in **Pak. Rupees** through **crossed cheques** in the following manner:

- (i) **Advance Payment: Ten (10) percent** of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a Client guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Delivery: Eighty (80) percent** of the Contract Price of the Goods shall be paid to supplier after delivery and/or installation of the intended goods at destination or, in case of any import, through irrevocable confirmed letter of credit opened in favor of the Supplier for supplying in Client's country, upon submission of documents specified in GCC Clause 12.
- (iii) **On Acceptance: Ten (10) percent** of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

In case of an import, payment of local currency portion shall be made in Pak Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and accepted and that all other contracted Services have been performed.

## 12. Liquidated Damages (GCC Clause 25)

GCC 25.1—Applicable rate: \_\_\_\_\_

Maximum deduction: **≤ 10% of the total contract amount.**

## 13. Disputes Resolution (GCC Clause 30)

GCC 30.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 30.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with **Pakistan Arbitration Act 1940. Jurisdiction of Court shall be of Peshawar, Khyber Pakhtunkhwa.**

**14. Governing Language (GCC Clause 31)**

GCC 31.1—The Governing Language shall be: **English**

**15. Applicable Law (GCC Clause 32)**

GCC 32.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

**The Employment of Children (ECA) Act 1991**  
**The Bonded Labour System (Abolition) Act of 1992**  
**The Factories Act 1934**  
**The Contract Act 1876**

**16. Notices (GCC Clause 33)**

GCC 33.1—Purchaser's address for notice purposes:

Manager Regional Blood Center, Phase 4, Hayatabad Peshawar,  
Khyber Pakhtunkhwa  
Contact: 0915813477-8  
E-mail: rbc.peshawar@gmail.com

Supplier's address for notice purposes:.....

**17. Duties, Taxes & Levies (GCC clause 34)**

The Unit price quoted by the bidder shall be: **inclusive** of all duties, taxes& levies.

**SECTION-II: Evaluation and Qualification Criteria**

**Total Score (Technical + Financial) = 100**

**Technical Score = 70**

**Financial Score = 30**

A minimum of **38** marks (i.e. 55% of Total Technical Score) in the Technical Evaluation will be declared technically qualified. Financial bids of only technically qualified bidders will be opened publicly at the time to be announced by the Procuring Agency. The Financial Bids of technically disqualified bidders will be returned un-opened to the respective Bidders. **Merit point system on the basis of 70:30 will be used and contract will be awarded to best-evaluated bid under section 2 (c) (i) of KPPRA Act 2012.**

**Note:** The Procuring Entity reserve the rights to visit the firm's premises / warehouse of the bidders by the team of experts to verify the information / details mentioned by the bidders; if deems necessary



## **SECTION-III**

### **1. Schedule of Requirements**

#### **i) List of Consumable items**

### **2. Technical Specification**

## Section III. Schedule of Requirements

<i>Section A</i>		
<i>S No.</i>	<i>Name of Kits</i>	<i>Quantity</i>
1	Syphilis ELISA Kit (ETI Max 3000)	
2	HBs Ag ELISA Kit	
3	Anti HCV ELISA Kit	
4	HIV ELISA Kit	
5	Assay Tip ( 1100 ul)	
6	Assay Tip (300 ul)	

<i>Section-B</i>		
<i>S No.</i>	<i>Name of Medical Disposable Consumables</i>	<i>Quantity</i>
1	EDTA Tube(Purple top)	
2	Triple blood Pack CPDA-1	
3	Serum tube 5ml with cap (yellow & Red top)	
4	Hand sanitizer 500ml intra Health	
5	Plastic Dropper 5ml (pieces)	
6	Plastic shopper Red& greens (Large)	
7	Liquid Soap Antibacterial (Antiseptic Soap) 250 ml	
8	Disinfectant for Hands	
9	Plastic Waste Bag (Disposable) for Incinerator	
10	Adhesive Tap (but not paper or PE tap)	
11	Glass tubes	
12	Spirit Ammonia 50ml Bottle	
13	Multisampler needles and butterfly Multisampler needles with holders	

<b>Section-C</b>		
<b>S No.</b>	<b>Name of Antisera</b>	<b>Quantity</b>
1	3 Cell Panel for antibodies identification	
2	11 Cell Panel for antibodies identification	
3	Anti-Human Globulin Serum ,Mono/ polyspecific (for Coombs test) vial of 10 ml.	
4	Anti Rh typing serum (Anti-D) for slide test & modified tube test, vial of 10 ml	
5	Bovine Albumin 22% vial of 10 ml	
6	Anti – A vial of 10 ml.	
7	Anti – B vial of 10 ml	
8	Anti – AB vial of 10 ml µl	
9	Anti-A <sub>1</sub> Lectin vial of 5 ml	
10	Anti Rh typing serum (Anti-D IgG) for slide test & modified tube test, vial of 10ml	
11	MP ICT Kit /Malaria Kits	

<b>Section-D</b>		
<b>S. No.</b>	<b>Name of Other Items</b>	<b>Quantity</b>
1	Distilled water (5L/bottle)	
2	Bleach	
3	Plastic Waste Bag (Disposable) for Incinerator	
4	Tubes racks	
5	Disposable container (Sharpe Box)	
6	Dustbin for Tubes & Dropper	
7	Adhesive tap	
8	Dusting cloths	
9	Biscuits refreshment for donor	
10	Regular DIN Label 4X2 (4000 labels/Roll)	
11	Blood Group Level 4x4 (4000 label/Roll)	
12	Product & Expiry Label 2x4 (1000 labels)	
13	X Match Labels 6000 labels /Roll (5000 Label/Roll)	
14	Zebra Resin (1000 labels)	

### **Technical Specifications**

<b>S. No.</b>	<b>Specification</b>	<b>Bidder Specification</b>
01	<p><b><u>HBS AG Elisa KITS (3<sup>RD</sup> OR 4<sup>TH</sup> Generation)</u></b></p> <ul style="list-style-type: none"> <li>• 96 Wells/Multiple of 96 per kit/pack</li> <li>• Complete kit with consumables (IVD only)</li> <li>• Micro plate &amp; Strips identification</li> <li>• Color coded reagents Vials</li> <li>• Liquid Addition Monitoring by color</li> <li>• Technical evaluation of Kits based on parameters in respect of Highest sensitivity &amp; specificity</li> <li>• Storage (2-8 °C)</li> <li>• OEM Branded certified firm is also acceptable</li> <li>• Must be Certified WHO/JIS/FDA/CE marked (Mandatory)</li> <li>• Kits with controlled temperature (2-8 °C) data logger must be provided to ensure the cold chain maintainability.</li> </ul>	
02	<p><b><u>HCV Elisa KITS (3<sup>RD</sup> OR 4<sup>TH</sup> Generation)</u></b></p> <ul style="list-style-type: none"> <li>• 96 Wells/Multiple of 96 per kit/pack</li> <li>• Complete kit with consumables (IVD only)</li> <li>• Micro plate &amp; Strips identification</li> <li>• Color coded reagents Vials</li> <li>• Liquid Addition Monitoring by color</li> <li>• Technical evaluation of Kits based on parameters in respect of Highest sensitivity &amp; specificity</li> </ul>	

	<ul style="list-style-type: none"> <li>• Storage (2-8 °C)</li> <li>• OEM Branded certified firm is also acceptable</li> <li>• Must be Certified WHO/JIS/FDA/CE marked (Mandatory)</li> <li>• Kits with controlled temperature (2-8 °C) data logger must be provided to ensure the cold chain maintainability.</li> </ul>	
03	<p><b><u>HIV Elisa KITS (Combo)</u></b></p> <ul style="list-style-type: none"> <li>• 96 Wells/Multiple of 96 per kit/pack</li> <li>• Complete kit with consumables (IVD only)</li> <li>• Micro plate &amp; Strips identification</li> <li>• Color coded reagents Vials</li> <li>• Liquid Addition Monitoring by color</li> <li>• Technical evaluation of Kits based on parameters in respect of Highest sensitivity &amp; specificity</li> <li>• Storage (2-8 °C)</li> <li>• OEM Branded certified firm is also acceptable</li> <li>• Must be Certified WHO/JIS/FDA/CE marked (Mandatory)</li> <li>• Kits with controlled temperature (2-8 oC) data logger must be provided to ensure the cold chain maintainability.</li> </ul>	
04	<p><b><u>Syphilis Elisa KITS</u></b></p> <ul style="list-style-type: none"> <li>• 96 Wells/Multiple of 96 per kit/pack</li> <li>• Complete kit with consumables (IVD only)</li> <li>• Micro plate &amp; Strips identification</li> <li>• Color coded reagents Vials</li> <li>• Liquid Addition Monitoring by color</li> <li>• Technical evaluation of Kits based on parameters in respect of Highest sensitivity &amp; specificity</li> <li>• Storage 4-6 °C</li> <li>• OEM Branded certified firm is also acceptable</li> <li>• Must be Certified WHO/JIS/FDA/CE marked (Mandatory)</li> </ul>	
05	<p><b><u>Malaria ICT KITS</u></b></p> <ul style="list-style-type: none"> <li>• Malaria Kits/ Strips/ Medical Devices of detection of Malaria parasites (Plasmodium Falciparum, Vivax, Ovale, Malariae) as per CE Marked (IVDD only) /FDA/ WHO / JPMHLW /JIS</li> <li>• Sample type: Serum, Plasma &amp; Whole Blood.</li> <li>• The kit must have Initial Sensitivity 100% and Final</li> </ul>	

	Specificity 95% for Serum, Plasma and 90% for whole Blood <ul style="list-style-type: none"> <li>• Time of result: within 15 minutes</li> <li>• Test strip wrapped individually in Aluminum foil.</li> <li>• Pack of 100 or smaller.</li> <li>• Storage 2-40 °C</li> <li>• OEM Branded certified firm is also acceptable</li> <li>• Country of origin (USA, Europe, Japan)</li> </ul>	
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## **Supply Schedule for Subsequent Purchases**

The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by the Procuring Entity as per following schedule of requirements

### **Supply Schedule**

<b>Mode of Penalty</b>	<b>100% Quantity as per Purchase Order</b>	<b>Total delivery period</b>
Without penalty	50 days	50 days
With penalty @ 0.067 % per day after 30 days of Purchase Order	51 days	120 days

**Note:** *The total delivery period include opening of Letter of Credit (if applicable in this case), transportation from manufacturer's destination to the Purchaser's Country Port, custom clearance and inland transportation from Purchaser's Port to the end destination. Installation, commissioning, test-run, relevant staff training and initial maintenance are NOT included in the delivery period. However, payment to the supplier will be subject to satisfactory report by the Inspection Team.*

#### **b). Liquidated Damages / Penalty**

- i) Wherein the Supplier entirely fails to complete deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirements, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.
- ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non-delivered portion of supplies shall be forfeited.
- iii) If the Supplier fails to supply the whole consignment and not able to deliver to any destination, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.
- iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.
- v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.
- vi) Extension in the delivery period (if any) will be considered by the Purchaser on case-to-case basis and strictly in accordance with Rule 35(2) of KPPRA Procurement of Goods, Works and Services Rules, 2014.

## Technical Specifications and Sample Size:

*Note: Samples of Cold Chain (perishable) items, if any, will be called later at the time of technical evaluation of bids*



Name of Firm																								
S. No.	Product General Information			Technical Evaluation Matrix														Total Product Evaluation Parameters		Technical	Financial			Final Grand Total of Scores
				Factory Technical Evaluation Parameters							Factory Evaluate d Score	Product Evaluation Parameter												
	Documents based Factory Score							Efficacy of Product		Amplification														
	1	2	3	4	5	6	7	8	10	11		12	13	14	15	17	18	19	20		21	22		
				One International certificate (JIS/WHO/US FDA/CE) is mandatory . 3 marks for each certificate after mandatory certificate mentioned in bid cover sheet for inclusion	Past performance Experience for the quoted items (for less than 5 years=3 marks, for more than 5 years=6 marks)	Valid ISO 13485 certification (duly attested by senior executive of the firm)	Valid ISO 9001 certification (duly attested by senior executive of the firm)	Valid cGMP Quality assurance certificate (attested from the embassy of the country of origin in Pakistan or Pakistani embassy in the country of origin). Non provision of the embassy attested certificate will lead to disqualification of firm.	Valid Free sale certificate for the quoted item/s duly attested by the Pakistani embassy in the country of origin of quoted item/s or embassy of the country of origin in Pakistan. Non Provision of the this certificate shall lead to Disqualification of the quoted items.		Sensitivity Sample will be run in comparison to chemiluminescence	Specificity Sample will be run in comparison to chemi emolence	Turn Over time In comparison to Label Claim, reduced turn around time will be grade as; (Excellent=7, Good=4, satisfactory=2, unsatisfactory=0)	Actual No of test perform in comparison to the test claimed by the kit i.e. (Excellent=7, Good=4, satisfactory=2, unsatisfactory=0)	On board reagent stability/expiry i.e. (Excellent=7, Good=4, satisfactory=2, unsatisfactory=0)	Physical Evaluation (Outer packing & inner packing) Good=2, Satisfactory=1, Unsatisfactory=0)			Quoted Unit Price		Lowest Quoted Price among the qualified bids for particular item	Maximum Allocable Price Score	Score of financial bid	
	Ref. No. of item	Generic Name of Item	Trade Name	9	6	5	3	5	7	35	7	7	6	6	3	35	70							

TECHNICAL & EVALUATION CRITERIA FOR PROCUREMENT OF ANTISERAS AT REGIONAL BLOOD CENTRE PESHAWAR																					
Name of Firm																					
S. No.	Product General Information			Technical Evaluation Matrix										Total Product Evaluation Parameters	Technical	Financial		Final Grand Total of Scores			
				Factory Technical Evaluation Parameters						Factory Evaluated Score											
				Documents based Factory Score																	
	1	2	3	4	5	6	7	8	9	10	11	12	13						14	15	16
				3 marks for each certificate(JIS/WHO/US FDA/CE) certificate	Past performance Experience for the quoted items (for less than 5 years=3 marks, for more than 5 years=6 marks)	Valid ISO 13485 certification (duly attested by senior executive of the firm)	Valid ISO 9001 certification (duly attested by senior executive of the firm)	Valid cGMP /Quality assurance certificate (attested from the embassy of the country of origin in Pakistan or Pakistani embassy in the country of origin). Non provision of the embassy attested certificate will lead to disqualification of firm.	Valid Free sale certificate for the quoted item/s duly attested by the Pakistani embassy in the country of origin of quoted item/s or embassy of the country of origin in Pakistan. Non Provision of the this certificate shall lead to Disqualification of the quoted item/s.		Financial status of the firm; less than 10 M= 7 marks more than 10M= 10 Marks	Physical Evaluation (Outer packing & inner packing) Good=2, Satisfactory=1, Unsatisfactory=0)			Quoted Unit Price	Lowest Quoted Price among the qualified bids for particular item	Maximum Allocable Price Score	Score of financial bid			
	Ref. No. of item	Generic Name of Item	Trade Name	12	6	5	5	10	7	45	15	10	25	70							

TECHNICAL & EVALUATION CRITERIA FOR PROCUREMENT OF ELISA KITS 2018-19 ON ACCOUNT OF REGIONAL BLOOD CENTRE (RBC) PESHAWAR																								
Name of Firm																								
S. No.	Product General Information			Technical Evaluation Matrix														Total Product Evaluation Parameters	Technical	Financial			Final Grand Total of Scores	
				Factory Technical Evaluation Parameters						Factory Evaluated Score	Product Evaluation Parameter				Amplification									
				Documents based Factory Score																				
	1	2	3	4	5	6	7	8	10	11	12	13	14	15	17	18	19	20	21	22				
				One International certificate (JIS/WHO/US FDA/CE) is mandatory. 3 marks for each certificate after mandatory certificate mentioned in bid cover sheet for inclusion	Past performance Experience for the quoted items (for less than 5 years=3 marks, for more than 5 years=6 marks)	Valid ISO 13485 certification (duly attested by senior executive of the firm)	Valid ISO 9001 certification (duly attested by senior executive of the firm)	Valid cGMP /Quality assurance certificate (attested from the embassy of the country of origin in Pakistan or Pakistani embassy in the country of origin). Non provision of the embassy attested certificate will lead to disqualification of firm.	Valid Free sale certificate for the quoted item/s duly attested by the Pakistani embassy in the country of origin of quoted item/s or embassy of the country of origin in Pakistan. Non Provision of the this certificate will lead to Disqualification of the quoted item/s.		Sensitivity Sample will be run in comparison to chemiluminescence	Specificity Sample will be run in comparison to chemi emolescence	Turn Over time In comparison to Label Claim, reduced turn around time will be graded as; (Excellent=7, Good=4, satisfactory=2, unsatisfactory=0)	Actual No of test perform in comparison to the test claimed by the kits. i.e. (Excellent=7, Good=4, satisfactory=2, unsatisfactory=0)	Status of internal controls in kits i.e. (Excellent=7, Good=4, satisfactory=2, unsatisfactory=0)	Physical Evaluation (Outer packing & inner packing) Good=2, Satisfactory=1, Unsatisfactory=0		Quoted Unit Price	Lowest Quoted Price among the qualified bids for particular item	Maximum Allocable Price Score	Score of financial bid			
	Ref. No. of item	Generic Name of Item	Trade Name	9	6	5	3	5	7	35	7	7	6	6	6	3	35	70						

TECHNICAL & EVALUATION CRITERIA FOR THE PROCUREMENT OF MEDICAL DISPOSIBLES (IMPORT) 2017-18 ON AQCCOUNT OF REGIONAL BLOOD CENTER PESHAWAR																							
S. No.	Product General Information				Technical Evaluation Matrix														Financial Evaluation				Final Grand Total of Scores
					Principal's & Importer's Evaluation Parameters					Suppliers Technical Score	Product Technical Parameters						Product Evaluate d Score	Total Technical Score					
					Principal's Evaluation																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
					Valid cGMP /Quality Control /Quality Assurance Certificate (attested from the embassy of the country of origin in Pakistan or Pakistani embassy in the country of origin). Non provision of the embassy attested certificate will lead to disqualification of firm.	Valid ISO 14001 certification (duly attested by senior executive of the firm).	Valid ISO 9001 certification (duly attested by senior executive of the firm).	Valid accreditation of manufacturing unit or its relevant section by International Body (Certificate from US-FDA, WHO and/or other accrediting body from SRA countries duly attested by senior executive of the firm)	Adequate availability of qualified & relevant Human Resource (Certified by the senior executive of the firm & evaluated by MCC expert/s at the time of inspection).														
	Ref. No. of item in MCC Formulary	Generic Name of Item	Trade Name	Size, Gauge, etc. of Device	Mandatory Parameter for Importer	5	5	10	5	25	Mandatory Parameter for Importer	5	5	5	10	20	45	70			30		100

TECHNICAL & EVALUATION CRITERIA FOR THE PROCUREMENT OF MEDICAL DISPOSIBLES (MANUFACTURER 2017-18 ON ACCOUNT OF REGIONAL BLOOD CENTER Peshawar)																					
S. No.	Product General Information				Importer's Evaluation Parameters				Suppliers	Product Evaluated Score						Total	Financial Evaluation				Final Grand Total of Scores
					Principal Evaluation				Technical Score							Total Technical Score					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
					Valid ISO 14001 certification accredited by PNAC (duly attested by senior executive of the firm)	Valid ISO 9001 certification accredited by PNAC (duly attested by senior executive of the firm).	Valid accreditation of manufacturing unit or its relevant section by International Body (Certificate from US-FDA, WHO and/or other accrediting body from SRA countries duly attested by senior executive of the firm)	Adequate availability of qualified & relevant Human Resource (Certified by the senior executive of the firm & evaluated by MCC expert/s at the time of inspection).		Goods Declaration certificate of imported APIs coupled with airway bill from Pakistan Customs or invoice in case of Pakistan API source for the quoted item/s, not older than 01 Year on the cutoff	Certificate of Analysis of finished quoted item/s from the Principal Manufacturer, duly attested by the senior executive of the firm.	Valid Iso 13485 certification accredited by PNAC (duly attested by senior executive of the firm)	WHO prequalification certificate for the quoted Product	Physical examination of the quoted item/s by the RBC Committee expert/s. Rejection of the quoted item/s by the RBC			Quoted Unit Price	Lowest Quoted Price	Maximum Allocable Price Score	Price Adjusted Score	
	Ref. No. of Item in MCC Formulary	Generic Name of Item	Trade Name	Size, Gauge, etc. of Device	5	5	10	5	25	5	5	5	10	20	45	70			30		100

TECHNICAL & EVALUATION CRITERIA FOR THE PROCUREMENT OF OTHER ITEMS 2017-18 ON AQCCOUNT OF REGIONAL BLOOD CENTER Peshawar																		
Name of Firm																		
S. No.	Product General Information			Technical Evaluation Matrix										Technical	Financial			Final Grand Total of Scores
				Factory Technical Evaluation Parameters					Factory Evaluated Score	Product Evaluation Parameter		Total Product Evaluation Parameters						
				Documents based Factory Score														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
				5 marks for each certificate(JIS/WHO/US FDA/CE)certificate	Past performance Experience for the quoted items (for less than 5 years=3 marks, for more than 5 years=6 marks)	Valid ISO 13485 certification (duly attested by senior executive of the firm)	Valid ISO 9001 certification (duly attested by senior executive of the firm)	Valid ISO 14001 certification accredited by PNAC (duly attested by senior executive of the firm)		Financial status of the firm; less than 10 M= 7 marks more than 10M=10 Marks	Physical Evaluation for quality assessment by expert(Outer packing & inner packing) Good=10, Satisfactory=5, Unsatisfactory=0, unsatisfactory results evaluated by the panel of expert will lead to disqualification of firm)			Quoted Unit Price	Lowest Quoted Price among the qualified bids for particular item	Maximum Allocable Price Score	Score of financial bid	
	Ref. No. of item	Generic Name of Item	Trade Name	20	10	5	5	5	45	15	10	25	70					

# **Technical Specifications and Ancillary Services**

## **a). Product Specifications.**

*(Detailed technical specifications, given in Section III, will be followed)*

## **b). Labeling and Packing**

- i. The manufacturer shall follow the Drugs (Labelling and Packing) Rules 1986, framed under the Drugs Act, 1976.
- ii. However, the name of Drug / Medicine (Generic & Brand), equally prominent, should be printed/ written in indelible ink both in English and Urdu on the outer cartons and on each pack, bottle, blister, tube etc. Besides the name and principal place of business of the manufacturer, the drug manufacturing license No., manufacturing date, expiry date, registration No., batch No., retail price, and Urdu version namely: name of drug, dosage and instructions, should also be written on the outer carton and on the most inner container in bold letters. All tablets shall be supplied in aluminum blister pack. Expiry date must be printed on each blister. The syrup should be supplied in glass / pet bottle with sealed caps.

## **c) Additional instructions for packing**

- i. The suppliers are required to furnish the Warranty certificate with regard to the potency and stability (Including colouration of medicines) of the Drug for human consumption etc. in accordance with the Drug Act, 1976 on judicial paper.
- ii. The bidder shall supply the drugs/medicines in special packing with Logo of the Government of Khyber Pakhtunkhwa. The following wording/insignia shall be printed in bold letters both in Urdu & English in indelible red color ink on each carton, pack, bottle, blister, tubes, vial, ampoule etc.

**“NOT FOR SALE”**

**“KHYBER PAKHTUNKHWA GOVERNMENT PROPERTY”**

- iii. After signing of the Contract, the Supplier shall submit the samples of finished medicines in accordance with the above instructions for approval of the Health Department. The approved samples will be shared with the districts concerned and all subsequent supplies must be in accordance with the approved samples.

## **d). Shelf life**

- i. The shelf life must be up to 85% for the locally manufactured drugs and 75% for the imported drugs.
- ii. The lower limit of the shelf life must be up to 80% and 70% with imposition of 1% penalty charges of actual shortfall in shelf life below prescribed limit for locally manufactured and imported medicines respectively.

## **e). Testing/Verification Procedures**

## **f). Transportation/Delivery Requirements**

- i. The Supplier shall arrange such transportation of the drugs and medicines as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement
- ii. All costs associated with the transportation including loading/unloading of drugs and medicines and road taxes shall be borne by the Supplier.
- iii. All cold chain (perishable) items must be delivered in a safe and proper manner, prescribed for such types of items.

**Annex. C**

**Price Schedule submitted by the Bidder.**

*(The approved price schedule submitted by the Bidder will be attached as in bid form-5)*

**Annex. D**

**Purchaser's Notification of Award**

*(Copy of the final letter/notification to the selected firm will be attached)*

**Purchase Order.***(Specimen Sample of District level Purchase Order)*

Name of the Head.....  
 Name of Procuring Entity.....  
**GOVERNMENT OF KHYBER PAKHTUNKHWA**

<b>1</b>	<b>Purchase Order No</b>	
	<b>Date</b>	
<b>2</b>	<b>Firm Name</b>	
<b>3</b>	<b>Firm's Address</b>	
<b>4</b>	<b>Firm Contact No</b>	
<b>5</b>	<b>Conditions of the Contract:</b>	As already communicated in the Bidding Document & Contract
<b>6</b>	<b>Particulars of Stores:</b>	As per detail given below

<b>Item No.</b>	<b>Item Name</b>	<b>Approved Specifications</b>	<b>Unit Price in PKR (As per contract)</b>	<b>Quantity</b>	<b>Total Cost (PKR) <u>(Inclusive of all duties &amp; taxes)</u></b>

Additional instructions (if any):

- 1.
- 2.
- 3.

Signature Authorized Staff



Payment Schedule

*(Payment to the Firm will be made against satisfactory performance and upon submission of required documents. However, if there is any alternate payment schedule, agreed by the Parties, will be annexed here)*

## **SECTION-IV**

### **STANDARD FORMS**

**BID COVER SHEET****BID FORM 1:** Letter of Intention**BID FORM 2:** Affidavit**BID FORM 3(A):** Eligibility of the Bidders & Goods**BID FORM 3(B):** Manufacturer's Authorization**BID FORM 4:** Firm's Past Performance**BID FORM 5:** Price Schedule**BID FORM 6:** Performance Guarantee**CONTRACT AGREEMENT**

## BID COVER SHEET

Bid Ref. No. -----

Date-----

Name of the Supplier/Firm Contractor: -----  
-----

Address:-----  
-----

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Bid Security.

Bid Security attached with Financial Bid                      YES                      NO

Bid for:

☐: All Items mentioned in the Schedule of Requirements.

☐: Selected Items from the Schedule of Requirements<sup>2</sup>.

List of Selected Items: *(In case the Bidder has opted to bid for Selected Items, please type the Serial No<sup>3</sup>. and the name of the Items selected for Bidding. Use additional Sheets if Required)*

<i>S. No.</i>	<i>Name of the Item</i>

Signed:

Dated:

Official Stamp:

Attachment<sup>4</sup>: ☐ Original receipt for the purchase of the bidding documents.

<sup>2</sup> In case a bidder is bidding for only some of the items mentioned in the list Technical Specifications , he is advised to take note of ITB Clauses 7 & 15.6

<sup>3</sup> The Serial No. of the item as mentioned in the Technical Specifications.

<sup>4</sup> The Attachment must be made with the Bid Cover Sheet.

## BID FORM 1

### Letter of Intention

*Bid Ref No.*

*Date of the Opening of Bids*

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

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

Dear Sir/Madam,

Having examined the bidding documents, including Addenda Nos. *[insert numbers& Date of individual Addendum]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

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.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 &19 of the bidding documents.

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 2**

### **AFFIDAVIT**

I/We, the undersigned solemnly state that:

- 1) We have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.

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

Signed

## BID FORM 3(A)

Name of the Firm  
Bid Reference No:

Date of opening of Bid.

### Documentary Evidence: Eligibility of the Bidders and Goods

Required Documentation (To Be Filled by the Procuring Agency)	Checklist <sup>5</sup> (To be initialed by the Bidder against each document)	Relevant Page Number <sup>6</sup> in the Bid (To be filled by the Bidder)	Supporting Documents <sup>7</sup> (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
Column:1	Column:2	Column:3	Column:4
Valid Manufacturing License			
Valid Registration(s) of quoted items			
Valid Drugs Sale License <sup>8</sup>			
Valid Import License (where applicable)			
Letter of Manufacturer's authorization			
Partnership Deed (where applicable)			
NTN Certificate			
GST Certificate			
Letter of Intention			
Affidavit			
One year experience evidence			
Child Labor Free Certificate <sup>9</sup>			
Original Receipt of purchase of Bidding Documents			

<sup>5</sup> Bidders should only initial against those requirements that they are attaching with the form 3(a). In case they do not have any document to attach the corresponding cell in column 2 should be left blank.

<sup>6</sup> Bidders are required to mention the exact page number of relevant document placed in the Bid.

<sup>7</sup> Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.

<sup>8</sup> In case of Sole Agent

<sup>9</sup> Bidders are required to furnish a certificate to the effect that their firm is free from child labor and having standard child labor free policy

**BID FORM 3(B)**

**MANUFACTURER'S AUTHORISATION<sup>10</sup>**

**To:** *[Name &Address of the Procuring Agency]*

WHEREAS *[name of the Manufacturer]* who are established and reputable Manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. *[Reference of the Invitation to Bid]* for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature:-----.

Designation:-----

Official Stamp:-----

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<sup>10</sup> This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

## BID FORM 4

### Firm's Past Performance<sup>11</sup>.

Name of the Firm:

Bid Reference No:

Date of opening of Bid: 25 October 2011

Assessment Period: (One Year as per Evaluation Criteria)

Name of the Purchaser/Institution	Purchase Order No.	Description Of Order	Value of Order	Date of Completion	Purchaser's <sup>12</sup> Certificate

---

<sup>11</sup> Bidders may use additional Sheets if required.

<sup>12</sup> All certificates are to be attached with this form.

## BID FORM 5

### Price Schedule

*User Note: This form is to be filled by the Bidder and shall submit with Financial Proposal.*

Name of the Firm:

Bid.Ref.No:

Date of opening of Bid.

S. No.	Name of the Item	Unit Price (inclusive all applicable taxes)	No. of Units	Total Price	Discounts (if any)	Final Total Price (Inclusive of all taxes)
1	2	3	4	5	6	7
				3*4		5-6
1						
2						
	TOTAL					

A) FINAL TOTAL PRICE: -----

B) DISCOUNT<sup>13</sup>:-----

C) FINAL QOUTED PRICE: -----  
(C=A-B)

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

<sup>13</sup> If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.



## BID FORM 6

### Performance Guarantee

To: *[Name & Address of the Procuring Agency]*

Whereas *[Name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to supply *[description of goods]* (hereinafter called “the Contract”).

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 10% of the total Contract amount as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[Amount of the Guarantee in Words and Figures]* and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[Amount of Guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_, 200

Signature and Seal of the Guarantors/ Bank

Address

Date

## CONTRACT AGREEMENT

**THIS CONTRACT** is made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2019, between The Government of Khyber Pakhtunkhwa, Health Department, (hereinafter referred to as the “Purchaser”) of the First Part; and M/s *(firm name)* a firm registered under the laws of Pakistan and having its registered office at *(address of the firm)* (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

**WHEREAS** the Purchaser invited bids for procurement of goods (drugs and medicines), in pursuance whereof M/s *(firm name)* being the Manufacturer/ authorized Agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and Whereas, the Purchaser has accepted the bid by the Supplier;

### **NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;**

**The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract , viz:-  
the Schedule of Requirements. Annex- A  
the Technical Specifications. Annex- B  
the Price Schedule submitted by the Bidder. Annex- C  
the Purchaser’s Notification of Award. Annex- D  
the Purchase Order Annex-E  
the General Conditions of Contract

2. **Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:

**The Term of the Contract:** This contract shall remain valid for one year from the date of signing, unless amended by mutual consent.

The Supplier declares as under:

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

Without limiting the generality of the foregoing, [the Seller/ 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 including the procurement of a

Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Khyber Pakhtunkhwa, except that which has been expressly declared pursuant hereto.

*[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Khyber Pakhtunkhwa and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

*[The 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 right and remedies available to Procuring Agency under any law, Contract or other instrument, be voidable at the option of Procuring Agency.

Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Supplier]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The 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 Procuring Agency.

In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).

**Items to be Supplied & Agreed Unit Cost:** (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex C).

(ii) Each Item supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specifications (Annex B) prescribed by the Purchaser against each item

(iii) The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.

(iv) The supplier agreed that they shall provide services to reagent based equipments in Regional Blood Centre (RBC) Peshawar.

**Payments:** The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specifications in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

**Mode of Payment:** All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier's name]

**Payment Schedule:** All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities highlighted in the Payment Schedule.

**Performance Guarantee:** (i) The Supplier, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Guarantee equivalent to 10% of the total Contract amount on the prescribed format and in prescribed manner. This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract.

ii) Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause (i) above.

iii) Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.

**Penalties/ Liquidated Damages.**

i) Wherein the Supplier fails to make deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of delivered portion of supplies shall stand cancelled.

ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of un-delivered portion of supplies shall be forfeited.

iii) If the Supplier fails to supply the whole consignment and not able to deliver to any district, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be debarred minimum for two years for future participation.

iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.

v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.

**Notices:** All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

**For the Purchaser:**

-----

Health Department, Khyber Road  
Government of Khyber Pakhtunkhwa,  
Peshawar, Pakistan

Telephone(s) :

**For the Supplier:**

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at \_\_\_\_\_(the place) and shall enter into force on the day, month and year first above mentioned.

**Signed/ Sealed: For the Purchaser.**

Signature: \_\_\_\_\_

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

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

**Signed/ Sealed: For the Manufacturer/  
Authorized Agent.**

Signature: \_\_\_\_\_

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

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

# **SECTION-V**

## **Eligible Countries**

# Section VI: Eligible Countries

## Eligibility for the Provision of Goods, Works and Services

As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

1. As a matter of law or official regulation, the Purchaser's Country prohibits commercial relations with that Country, provided that the Procuring Entity is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or
  2. By an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Purchaser's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.
2. For the information of Purchasers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:
- **Israel**