



**Health Department  
Government of Khyber Pakhtunkhwa**

# **Standard Bidding Document**

**For**

**Procurement of Ophthalmology Equipment  
for  
National Program for Prevention & Control of Blindness  
Khyber Pakhtunkhwa**

**Under  
National Competitive Bidding (NCB)**

**Financial Year 2017-18**

## Preface

These Standard Bidding Documents have been prepared for use by the National Program for Prevention & Control of Blindness, Khyber Pakhtunkhwa, Department of Health, Khyber Pakhtunkhwa for the procurement of Ophthalmology Equipment through National Competitive Bidding (NCB) under the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014.

In order to simplify the preparation of the Standard Bidding Documents for each procurement, the said Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement.

Provisions which are intended to be used unchanged are in Part-One, which includes 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.

Each section is prepared with notes *[in italics]* intended only as information for the Purchaser or the person drafting the bidding documents. They shall *not* be included in the final documents.

# **Part-One**

## **FIXED CONDITIONS OF CONTRACT**

- 1. Instructions to Bidders (ITB)**
- 2. 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.*

Signatures of Bidder: \_\_\_\_\_, Designation: \_\_\_\_\_ Stamp: \_\_\_\_\_

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Part-One

**Instructions To Bidders (ITB)**

**Instructions to Bidders**

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## Instructions to Bidders (ITB)

1. 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 Pakistan Institute of Community Ophthalmology, (PICO) under the National Program for Prevention and Control of Blindness, Khyber Pakhtunkhwa with Bid Reference Number for the procurement activity as mentioned in <b>Bid Data Sheet (BDS)</b> .
2. Source of Funds	2.1	The client as mentioned in the <b>Bid Data Sheet (BDS)</b>
3. Eligible Bidders.	3.1	This Invitation for Bids (IFB) is open to all eligible or Pre-Qualified manufacturers; and to the importers or their authorized agents in Pakistan for supply of Goods as mentioned in the <b>Bid Data Sheet (BDS)</b> and more specifically described in the Schedule of Requirement in Part-Two: Section-III of these Standard Bidding Documents.
	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 Importer/Agent must possess valid authorization from the Manufacturer and shall have to submit a copy of Equipment Sale License/ Drug Sale License/ Memorandum of Association/ Partnership Deed registered with the Registrar of Companies. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Bid Form 3B: Section IV of these Standard Bidding Documents to the effect that they are the pre-qualified Manufacturer of the required specifications of Goods.
	3.4	Bidders under a declaration of ineligibility for corrupt and

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		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 Standard Bidding Documents ; or
		(b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 15.6 of these Standard Bidding documents. 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.
<b>4. Corruption and Fraud/Disqualification and Blacklisting of firms</b>	4.1	The Government of Khyber Pakhtunkhwa defines Corrupt and Fraudulent Practices as <i>“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”</i>
	4.2	Indulgence in corruption, fraudulent practices, attempt to offer inducement of any sort, formation of cartel to discourage fair competition inducement or intentional submission of false or materially incorrect information is liable to result in cancellation of Bid(s) or disqualification of



		the bidder(s) under Rule (43 7 44) of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014.
<b>5. Eligible Goods and Services.</b>	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, installation, insurance, port releases, after sale service etc.
<b>6. Cost of Bidding.</b>	6.1	The Bidding Documents will be available from the date of publishing of the IFB and will be available upto to the period as mentioned in the <b>Bid Data Sheet</b> . 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.
<b>7. Bidding for Selective Items.</b>	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. <b>THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENT.</b>

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## The Bidding Procedure

<b>8. The Governing Rules.</b>		The Bidding procedure shall be governed by the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014.
	8.1	The bidding procedure is governed by Rule 14 (2b) “Two-envelop tendering” of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014. Bidders are advised also to refer to the <b>Bid Data Sheet (BDS)</b> to confirm the Bidding procedure applicable in the present bidding process.

8.2

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

**Single Stage Two Envelop Procedure**

- i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Technical bid and the financial bid;
- ii) the envelopes shall be marked as “TECHNICALBID” and “FINANCIAL BID” in bold and legible letters to avoid confusion;
- iii) Initially, only the envelope marked “TECHNICAL BID” shall be opened. Technical bid contains requirements for the responsiveness and technical and financial eligibility for the firm and its quoted product. The extent of compliance to the stated requirements will determine that the firm and its product qualify technically before the opening of the financial bids.
- iv) the envelope marked as “FINANCIAL BID” shall be retained in the custody of Procuring Agency without being opened;
- v) the Procuring Agency shall evaluate the technical bid according to the Technical Evaluation Criteria indicated in the Standard Bidding Documents.
- vi) during the technical evaluation no amendments in the technical bid shall be permitted;
- vii) the financial bids of only the technically qualified bids shall be opened publicly by the Procuring Entity at a time, date and venue to be announced and communicated to the Bidders in advance;
- viii) The financial bids found technically non-qualified or rendered dis-qualified shall be returned un-opened to the respective Bidders; and

The bid found to be the lowest evaluated responsive bid as per the Technical & Financial Evaluation Criteria shall be accepted for contract award.

<p><b>10. Contents of the Standard Bidding Documents</b></p>	<p>10.1</p>	<p>The goods required, applicable bidding procedures, and Contract terms &amp; conditions are prescribed in the Standard Bidding Documents. Contents of the Standard Bidding Documents include:</p> <ul style="list-style-type: none"> <li>a) Invitation for Bids (IFB)</li> <li>b) Instructions To the Bidders (ITB)</li> <li>c) General Conditions of Contract (GCC)</li> <li>d) Special Conditions of Contract (SCC)</li> <li>e) Technical &amp; Financial Evaluation Criteria</li> <li>f) List of Required bio-medical Equipment/Hospital Supplies /Kits/Drugs/Surgical &amp; Non-Surgical Disposables / Medical Devices etc.</li> <li>g) Technical Specifications of the intended goods</li> <li>h) Sample Size &amp; Ancillary Services</li> <li>i) Schedule of Requirements</li> <li>j) Distribution Plan for Health Institutions</li> <li>k) Sample Forms, Schedules &amp; contract template</li> </ul>
	<p>10.2</p>	<p>In case of any discrepancy between the contents of the Invitation for Bid (IFB) and those of the Standard Bidding Documents listed in 10.1 above, the Standard Bidding Documents shall take precedence.</p>
	<p>10.3</p>	<p>The Bidder is expected to examine all instructions, forms, terms, and specifications in the Invitation For Bids (IFB) and the Standard Bidding Documents (SBDs). Failure to furnish all information required by the Standard Bidding Documents or to submit a bid not substantially responsive may be at the Bidder's risk and shall lead to the non-responsiveness/rejection of his bid under Rule 47 the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014.</p>

<b>11. Clarification(s) on Standard Bidding Documents</b>	11.1	A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency <sup>1</sup> in a Pre-Bid meeting or in writing at the Procuring Agency's address indicated in the <b>Bid Data Sheet(BDS)</b> . 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 query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents. To respond to all such queries, the Procuring Entity will hold a Pre-Bid Meeting under Rule 37 (10) of the the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014 on a date specified in the <b>Bid Data Sheet (BDS)</b> as explained in ITB Clause 23.
<b>12. Amendment(s) to the Bidding Documents</b>	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, either in a Pre-Bid Meeting held under Rule 37(10) of the the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014 on a date specified in the <b>Bid Data Sheet (BDS)</b> or through official communication to the prospective bidders, may modify the Standard Bidding Documents by amendment(s).
	12.2	All prospective Bidders who have received the Standard Bidding Documents shall be notified of the amendment(s) in writing through Post, e-mail or fax or advertisement in two national dailies. The said amendment(s) shall be binding on them.
	12.3	The Procuring Entity may extend, under Rule 33(7) the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014, the bid submission date and time after giving adequate notice to all intending bidders in case the communication of change(s) in the Standard Bidding Documents to the prospective bidders has taken time. The extended time should be reasonable enough to enable the bidder to adequately reflect the approved change(s) in his bid.

<sup>1</sup> In this case Director General Health Services Khyber Pakhtunkhwa is the Procuring Agency.

## Preparation of Bids

<p><b>13. Language of Bids</b></p>	<p>13.1</p>	<p>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.</p>
<p><b>14. Documents comprising the Bids</b></p>	<p>14.1</p>	<p>The Bid shall comprise the Bid Forms of these Standard Bidding Documents 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 of these Standard Bidding Documents.</p>
	<p>14.2</p>	<p>The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in these Standard Bidding Documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics as specified in the <b>Bid Data Sheet (BDS)</b>, ancillary services that the bidder is willing or required to provide along with the proposed price.</p>

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<b>15. Bid Price.</b>	15.1	The Bidder shall indicate on the appropriate form prescribed in these Standard Bidding Documents 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. Every page of these Standard Bidding Documents is to be signed and stamped at the bottom by the bidder. No alteration of any Term or Condition is allowed.
	15.3	The Bidder should quote the prices of goods according to the technical specifications as provided in Part-Two: Section III of these Standard Bidding Documents. The technical specifications of goods, different from the required specifications, shall be rejected outrightly.
	15.4	The Bidder is required to offer a competitive price which must include all the taxes, duties, prescribed price and any other price as mentioned in the <b>Bid Data Sheet (BDS)</b> where applicable. If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/ duties, etc.
	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 or in a lot; partial quantity offers within a lot shall straightaway be rejected. Conditional, alternate or provisional offer shall also render the bid as non-responsive. No negotiation on price is allowed.
	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. The bidder needs to consider including any probable price fluctuation or expected inflation in the quoted price before the bid submission.
<b>16. Bid Currencies</b>	16.1	Prices shall be quoted in the currency as mentioned in the <b>Bid Data Sheet.</b>

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<p><b>17. Samples.</b></p>	<p>17.1</p>	<p>The Bidder shall provide samples of quoted goods i.e, drugs or equipment alongwith the bid at his own cost and in a quantity prescribed by the Procuring Agency in Part-Two: Section III of these Standard Bidding Documents. However, in case of biological drugs, samples of cold chain (perishable) goods, if any, will be called later at the time of technical evaluation of bids.</p>
<p><b>18. Documentation on Eligibility of Bidders.</b></p>	<p>18.1</p>	<p>Bidder shall furnish, as part of his bid, the Bid Form(s) as primary document (s) provided in Part-Two: Section IV of the Standard Bidding Documents and as specified in the <b>Bid Data Sheet (BDS)</b>, establishing Bidder's eligibility to bid and his qualifications to perform the Contract if his bid is accepted.</p>
	<p>18.2</p>	<p>Bid Evaluation Proformas provided as Annexure in Part-Two: Section IV of these Standard Bidding Documents may be filled and submitted by the bidders to facilitate the Procuring Entity for the preliminary evaluation of their Technical Bids if specified in <b>Bid data Sheet (BDS)</b>.</p>
	<p>18.3</p>	<p>The Bidder shall furnish, as part of his technical bid, the Bid Forms provided in Part-Two: Section IV of these Standard Bidding Documents as specified in the <b>Bid Data Sheet (BDS)</b>, establishing his substantial responsiveness required for establishing his eligibility for further evaluation of his technical bid as defined under ITB Clause 3 of these Standard Bidding Documents.</p>
<p><b>19. Documentation on Eligibility of Goods</b></p>		<p>The documentary evidence required in the evaluation criteria of these Standard Bidding Documents as specified in the <b>Bid Data Sheet (BDS)</b> for Bidder's eligibility to bid for the intended goods, shall establish to the Procuring Entity's satisfaction that the Bidder, at the time of submission of his bid, is an eligible bidder</p>



<b>20. Bid Security</b>	20.1	<p>The Bidder shall furnish, as part of its bid, a Bid Security to the extent of a percentage of the total bid value or as a specified amount as mentioned in the Bid Data Sheet (BDS) under Rule 20 (1&amp;2) of the KPPRA Rules, 2014.. Unsuccessful bidder’s bid security shall be discharged or returned under Rule 20 (3) of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014.</p> <p>when:</p> <ul style="list-style-type: none"> <li>(a) the period for which the bid security was valid, expires;</li> <li>(b) the termination of the tendering proceedings without its culminating in signing of a contract; or</li> <li>(c) the withdrawal of the tender prior to the deadline for submission of tenders; provided the Tender Inviting Authority receives the notice to withdraw prior to the deadline for submission of tenders.</li> </ul>
	20.2	<p>The successful Bidder’s bid security shall be discharged upon signing of contract and upon furnishing of the performance security/guarantee by the successful bidder within the time stipulated by the Client in the <b>Bid Data Sheet (BDS)</b>.</p>
	20.3	<p>The Bid Security (Earnest Money) may be forfeited under Rule 35 (4) of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014 when the renderer who withdraws from the tendering process after opening of his bid, or whose tender has been accepted, fails to sign the contract or fails to provide any required security for the performance of the contract. The Procuring Entity shall then order the forfeiture of the Bid Security / Earnest Money and shall give order of acceptance to the second lowest bidder, or in case of the second bidder, to the third lowest bidder and so on, on the same term of forfeiture of the Bid Security / Earnest Money, unless the Procuring Entity feels that the bid submitted by the bidder other than the lowest Evaluated Responsive Bidder exceeds the price threshold mentioned by the Client in the <b>Bid Data Sheet (BDS)</b>, and the reason of non-acceptance of bid is to be recorded in writing under the Rule 47(3) of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014.</p>

	20.4	<p>Bid Security of the successful bidder can be counted towards the Performance Security to be submitted by him for the same procurement activity under Rule 20(4) of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014.</p> <p>if the said bidder gives his consent to the Procuring Entity regarding the same in writing.</p>
	20.5	<p>A bid security submitted by a bidder for a previous tender can only be considered valid for a new tender if it has been released by the Procuring Entity to the said bidder upon his request prior to the commencement of the new tendering activity and upon finalization of the previous tender through:</p> <ul style="list-style-type: none"> <li>(a) contract award to selected bidder(s),</li> <li>(b) termination of tender by disqualification of all bidders,</li> <li>(c) re-tendering upon cancellation of tender under Rule 48 of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014.</li> </ul>
	20.6	<p>The Bid Security released in the manner stated above, should be valid till the period of bid validity prescribed for the new tender in the Standard Bidding Documents.</p>
	20.7	<p>The bidder shall therefore request the Procuring Entity in writing to return him the said Bid Security for the previous tender. Upon verification of the finalization of the previous tender, the Procuring Entity may release the Bid Security for its submission prior to the Bid opening of the new tender. Any previously submitted Bid Security released by the Procuring Entity after the Bid Opening shall not be considered for submission at the time of bid opening of the new tender.</p>
<b>21. Bid Validity</b>	21.1	<p>Bids shall remain valid for the period identified in the <b>Bid Data Sheet (BDS)</b> 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 Bid Data Sheet (BDS) shall be rejected by the Procuring Entity as non-responsive.</p>
	21.2	<p>The Procuring Entity 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 not exceed the</p>

		period of the original bid validity.
	21.3	<p>Bidders who,-</p> <p>a) agree to the Procuring Entity's request for extension of bid validity period, shall not be permitted to change the substance of their bids;</p> <p>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.</p>
<b>22. Format and Signing of Bids.</b>	22.1	The Bidder shall prepare and submit his 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, they 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 and stamp all pages of the Standard Bidding Documents.
	22.4	Any tampering, illegitimate inclusion or exclusion in any part of the Standard Bidding Documents shall lead to disqualification of the bidder.

## Pre-Bid Meeting

<b>23. Clarification of Tender Documents</b>	23.1	<p>The Procuring Entity, under Rule 37(10) of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014 may convene a Pre-Bid Conference anytime after the issuance of the Standard Bidding Documents and before the Bid opening to invite all the prospective bidders:</p> <p>(a) to brief them to submit responsive bids,</p> <p>(b) to respond to any queries made by them for clarification,</p> <p>(c) to make any changes or modifications in the Standard Bidding Documents in the light of such clarifications if agreed by the procuring Entity.</p>
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	23.2	<p>Any such changes or modifications, after approval of the Procuring entity, shall reflected be in the form of an addendum or minutes of meeting and shall be timely:</p> <p>(a) communicated in writing to all such bidders who have purchased the Standard Bidding Documents, or</p> <p>(b) posted on the website of the Health Department Khyber Pakhtunkhwa for wider disseminated to all the prospective bidders if the same have earlier been posted on the said website.</p>
	23.3	<p>Reasonable time shall be given to all the prospective bidders after the Pre-Bid Meeting and before the bid opening so that they may adequately reflect the approved changes in their bids accordingly within the given time before the bid submission. The Procuring Entity may give a new date for bid opening either through an advertisement or through any written communication to the prospective bidders if it deems necessary that a new bid opening date is required for providing reasonable time to the prospective bidders.</p>

## Submission of Bids

24. Sealing and Marking of Bids	24.1	<p>The envelopes shall be marked as “TECHNICAL BID” and “FINANCIAL BID” and in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal both the bids in separate envelopes. The said two envelopes shall then be sealed in an outer envelope.</p>
	24.2	<p>The inner and outer envelopes shall:</p> <p>(a) be addressed to the Procuring Agency at the address given in the Invitation for Bids (IFB); and;</p> <p>(b) contain Bid Reference Number indicated in the Bid Data Sheet (BDS), and a statement: “DO NOT OPEN BEFORE,” and the time and the date specified in the <b>Bid Data Sheet(BDS)</b> for opening of Bids.</p>
	24.3	<p>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 “<b>non-responsive</b>” or “<b>late</b>”.</p>
	24.4	<p>If the outer as well as inner envelope is not sealed and marked as required by the ITB Clauses 24.1 to 24.3 above</p>

		the Procuring Agency shall assume no responsibility for the bid's misplacement, premature opening or accidental revelation of bid price.
<b>25. Deadline for Submission of Bids</b>	25.1	Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the <b>Bid Data Sheet(BDS)</b> . Bids received <b>later than the time and date specified in the Bid Data Sheet will be rendered non-responsive and will be returned to the bidder unopened.</b>
	25.2	The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the Standard 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.
<b>26. Late Bids</b>	26.1	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.
<b>27. Withdrawal of Bids</b>	27.1	The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for opening of bids.
	27.2	No bid may be withdrawn in the period between deadline for submission of bids and the Bid opening. Withdrawal of a bid during this period shall result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 20 above.

## Opening and Responsiveness Determination of Bids

28. Opening of Bids by the Procuring Agency.	28.1	All bids received, shall be opened by the Procuring Agency publicly under Rule 37 (7) of the the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurment Rules, 2014 in the presence of the Bidders or their representatives on the date, time and venue prescribed in the <b>Bid Data Sheet</b> .
	28.2	The opening of Bids shall be subject to the Bidding Procedure prescribed in the <b>Bid Data Sheet</b> and elaborated in ITB Clause 9 above.
	28.3	All Bidders in attendance shall sign an attendance sheet.
	28.4	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, any discounts, any bid modifications or withdrawal, the presence or absence of requisite bid security, unit as well as total bid price and such other details as the Purchaser, at its discretion, may consider appropriate in accordance with the Rules 37(8) of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurment Rules, 2014.
	28.5	The Procuring Agency shall have the minutes of the Bid opening (technical and when applicable financial) recorded
	28.6	<p>Bid security in the form of post-dated cheque in place of readily encashable financial instruments like Demand Draft, Pay Order, CDR etc as required by the Client</p> <p>v) bids having no primary documents e.g., Bid Forms or as mentioned in the <b>Bid Data Sheet (BDS)</b></p> <p>vi) bids accompanying no financial bid</p> <p>vii) bid validity document with days less than the prescribed period especially in the Bank-Guarantee submitted as Bid Security</p> <p>Bid Security presented on Bank-Guarantee Form having unauthorized tampering of the prescribed template, provided as Bid security, by the Bidder's banker</p>
	28.7	No bid shall be rendered non-responsive under Rule (12 & 20) of the Khyber Pakhtunkhwa Public Procurement

	<p>Regulatory Authority (KPPRA) Procurement Rules, 2014 at the time of technical bid opening, except for submission of:</p> <ul style="list-style-type: none"> <li>i) late bids, which shall be returned unopened to the Bidder</li> <li>ii) bids with Bid Security less than the prescribed amount</li> <li>iii) bids having no Bid Security</li> <li>iv) Bid security in the form of post-dated cheque in place of readily encashable financial instruments like Demand Draft, Pay Order, CDR etc. as required by the Client</li> <li>v) bids having no primary documents e.g., Bid Forms or as mentioned in the <b>Bid Data Sheet (BDS)</b></li> <li>vi) bids accompanying no financial bid</li> <li>vii) bid validity document with days less than the prescribed period especially in the Bank-Guarantee submitted as Bid Security.</li> <li>viii) Bid Security presented on a Bank-Guarantee Form, having unauthorized tampering of the template prescribed in these Standard Bidding Documents, by the Bidder's banker.</li> </ul>
28.8	<p>The bids found 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).</p>

## Evaluation of Bids

29. Clarification of Bids.		<p>During evaluation of the bids, under Rule 39(1,2) &amp; 37 (10) of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014 the Procuring Agency may seek bonafide clarification from the bidders relating to bids submitted by them during their evaluation or to check the veracity of the documents submitted by him. 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.</p>
<b>30. Preliminary Examination</b>	30.1	<p>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.</p>

30.2	<p>In the financial bids the arithmetical errors shall be rectified on the following basis.</p> <p>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.</p> <p>b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.</p> <p>c) If there is a discrepancy between words and figures, lower of the two shall be considered.</p> <p>d) the evaluation shall include all taxes and duties inclusive of local levies as a part of the price.</p>
30.3	<p>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.</p>
30.4	<p>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 at the time of bid opening, conforms to all the terms and conditions of the Invitation For Bid (IFB) and the Standard Bidding Documents without material deviations. Deviations from the critical provisions, such as those concerning Applicable Laws, Taxes, and Duties and internationally recognized best practices or imposition of conditionality's by the bidder shall be deemed to be a material deviation for rendering a technical bid as non-responsive. 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.</p>
30.5	<p>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.</p>



31. Evaluation of Bids in accordance with the Evaluation Criteria.	31.1	<p>The Procuring Agency, under Rule 14 (b) of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014 shall cause the evaluation of tenders to be carried out strictly in accordance with the evaluation criteria in the Standard Bidding Documents and as per the Evaluation Methodology specified in the <b>Bid Data Sheet (BDS)</b> and other terms and conditions set forth in these Standard Bidding Documents (SBDs). The Procuring Entity shall choose the Evaluation Methodology under Rule 14(b) of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014 keeping in view the complexity of the procurement activity to determine the Lowest Evaluated Responsive Bidder and shall either be based on:</p> <p>(a) Technical evaluation (70% of the total technical evaluation marks).</p> <p>(b) Lowest Price out of the technically qualified firms.</p>
	31.2	<p>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 Standard Bidding Documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.</p>
	31.3	<p>A bid once opened in accordance with the prescribed procedure, shall be subject to only those evaluation criteria in the Standard Bidding Documents, rules, regulations and policies that are in force at the time of issue of notice for Invitation For Bids (IFB).</p>
<b>32. Qualification of Bidder</b>	32.1	<p>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 under Rule 8 &amp; Rule 16(2) of the the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014 the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.</p>
	32.2	<p>Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.</p>
	32.3	<p>The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and</p>

		even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.
	32.4	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.
	32.5	An affirmative determination shall be a pre-requisite for award of the Contract to the Bidder. A negative determination shall result in non-qualification/dis-qualification of the Bidder's bid, in which event the Procuring Entity shall proceed to the next lowest evaluated responsive bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
<b>33. Disqualification of Bidders</b>	33.1	If the Procuring Entity finds at any time that a bidder has attempted to defraud or hoodwink the Procuring Entity or an Evaluation Committee constituted there under, by intentional provision of false, mis-stated, mis-represented, incomplete or materially inaccurate information concerning qualification of the product or the firm, through unauthorized submission of another firm's proprietary clinical or product research, certification or any data as specified in the <b>Bid Data Sheet (BDS)</b> against his own quoted product or firm and fails to remedy such deficiencies, the said bidder shall be disqualified under Rule (43) of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurment Rules, 2014 and any attempt by the bidder to offer inducement of any sort, formation of a cartel to discourage fair competition or failure to complete his earlier contract within a period of three years of initiation of procurement may lead to cancellation of his bid or contract, and his debarring & blacklisting under Rule (44) of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurment Rules, 2014 for a stated or indefinite period of time
	33.2	The Procuring Entity may opt for arranging a Pre-Award Debriefing session to inform the non-qualified/dis-qualified bidders before the opening of Financial bids of technically qualified bidders.

Signatures of Bidder: \_\_\_\_\_, Designation: \_\_\_\_\_ Stamp: \_\_\_\_\_

<b>34.Rejection of Bids</b>	34.1	The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid under Rule 47 the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014. However, before rejection of tender on basis of the bid being unworkable, the bidder shall upon request be given an opportunity to give a detailed analysis of workability of his bid.
	34.2	The workability of a bid may depend, among other factors, upon the objectives of a procurement activity as specified in the <b>Bid Data Sheet (BDS)</b> wherein wider coverage for disease prevention, diagnosis or treatment of patients is required with intended cost-effective healthcare goods of high therapeutic value.
	34.3	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.
	34.4	The Procuring Agency incurs no liability, by virtue of its invoking ITB Clause 34.1 above towards Bidders who have submitted bids.
	34.5	Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

<b>35. Re-Bidding</b>	35.1	If the Purchaser rejected all bids in pursuant to ITB Clause 32, it may call for a re-bidding by adopting the requisite procedure under Rules 48 of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014. Notice of rejection of the tender shall be given to all the bidders who submitted the bids.
	35.2	The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection of tender and may accordingly revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary under Rule 48(2) the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014.
<b>36. De-Briefing Sessions for Access to Information on Evaluation Process</b>	36.1	Under Rule 37(10) the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014. the Purchaser, upon written request of a bidder, may make available to him information on evaluation process as mentioned in the said Rule, or may either: <ul style="list-style-type: none"> <li>a) convene a Pre-Award De-Briefing session to apprise the technically non-qualified/disqualified bidders about the reasons of their non-qualification/disqualification, or,</li> <li>b) Convene a Post-Award De-Briefing to apprise the technically qualified but unsuccessful bidders about shortcomings of their bids and reasons of success of the selected bid.</li> </ul>
<b>37. Contacting the Procuring Agency.</b>	37.1	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.
	37.2	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 under Rule 47 the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014.
<b>38. Confidentiality of the Tendering Process</b>	38.1	Under Rule 38 the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014 the Procuring entity shall ensure the confidentiality of the tender

		process until final orders on the tenders are passed and successful bidders are selected.
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## Access to Record of Procurement Proceedings

<b>38.Maintenance of Record of Procurement Proceedings</b>	38.1	The Procuring Entity shall maintain the record relating to the procurement proceedings under Rule 52 (1) the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014. Record of such proceeding shall be made public on a specific request under only after the final selection of the lowest evaluated responsive bid under Rule 52(2) the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014.
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## Award of Contract

<b>39. Acceptance of Bid and Award Criteria.</b>	39.1	The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Part-Two: Section II of these Standard Bidding Documents 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.
<b>40. Procuring Agency's Right to vary quantities at the time of Award.</b>	40.1	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.
<b>41.Notification of Award</b>	41.1	Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted.
	41.2	The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.
	41.3	The enforcement of the Contract shall be governed by Rule 50 of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014.. The procuring Entity and the successful bidder shall sign a written contract within thirty (15) days of the dispatch of the notice of acceptance of bid to the successful bidder.

	41.4	Upon receipt of the Notification of Award, the successful Bidder shall submit a Performance Security equal to the percentage of the Contract price, as specified in the <b>Bid Data Sheet (BDS)</b> under Rule 20 (4) and 21 the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014 and within the time specified in the <b>Bid Data Sheet (BDS)</b> .
	41.5	Upon submission of the requisite Performance Security, the Procuring Entity shall release the Bid Security to the successful bidder. The Bid Securities of the unsuccessful bidders shall also be released to them.
<b>42. Limitation on Negotiations</b>	42.1	<p>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.</p> <p><b>Negotiations shall not be used to:</b> 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.</p>
<b>43. Signing of Contract.</b>	43.1	Within thirty (15) days of dispatch of the notice of acceptance of bid to the successful bidder the Purchaser and the bidder shall sign the Contract Agreement Form provided in Part-Two: Section IV of these Standard Bidding Documents, incorporating all the Terms & Conditions of these Standard Bidding Documents as agreed between the Parties and in accordance with the legal requirements in vogue. Entering into a Repeat Order shall be governed separately under Rule 50(b) the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014.
	43.2	If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently. In such situation the Purchaser may award the contract to the next lowest evaluated Bidder or the next highest ranking bid or call for new bids.

Signatures of Bidder: \_\_\_\_\_, Designation: \_\_\_\_\_ Stamp: \_\_\_\_\_

	43.3	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 <b>Bid Data Sheet (BDS)</b> and by the terms and conditions mutually agreed in the contract.
<b>44.Performance Security</b>	44.1	On the date of signing of Contract, the successful Bidder shall furnish a Performance Security in the form of a Bank Guarantee for a percentage amount (10% of the total items' quoted price) as specified in the <b>Bid Data Sheet (BDS)</b> , on the Form and in the mannered prescribed by the Procuring Agency in Part-Two: Section-IV of these Standard Bidding Documents within the time prescribed in the <b>Bid Data Sheet (BDS)</b> .
	44.2	The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the successful Bidder upon submission of Performance Security.
	44.3	Failure to provide a Performance Security by the successful Bidder is a sufficient ground for annulment of the award and forfeiture of his Bid Security. In such event the Procuring Entity may award the contract to the next lowest evaluated responsive bidder or call for new bid.

Part-I

# General Conditions of Contract (GCC)

Signatures of Bidder: \_\_\_\_\_, Designation: \_\_\_\_\_ Stamp: \_\_\_\_\_



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## General Conditions of Contract (GCC)

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<b>1. Definitions</b>	1.1	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <p>(a) “The Contract” means the agreement entered into between the Purchaser (provincial or district Health departments, Autonomous Medical Institutions or Vertical Programs) 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.</p> <p>(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.</p> <p>(c) “The Goods” means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.</p> <p>(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, installation and other such obligations of the Supplier covered under the Contract.</p> <p>(e) “GCC” means the General Conditions of Contract contained in this section.</p> <p>(f) “SCC” means Special Conditions of the Contract.</p> <p>(g) “The Purchaser” means the Client as mentioned in the <b>SCC</b>.</p> <p>(h) “The Supplier” means the individual or firm supplying the goods under this Contract.</p> <p>(i) “Day” means calendar day.</p>
<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	All goods and related services to be supplied under the contract that 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.
	3.2	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.
<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	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.
	5.3	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and

		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:  (a) a Bank Guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country on behalf of the Supplier, in the form provided in the bidding documents or another form acceptable to the Purchaser; or  (b) a cashier's or certified check.
	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 <b>SCC</b> .
<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.

<p><b>9. Ensuring storage arrangements</b></p>		<p>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.</p>
<p><b>10. Inspections and Tests</b></p>	<p>10.1</p>	<p>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 <b>SCC</b> to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.</p>
	<p>10.2</p>	<p>All costs associated with testing shall be borne by the Supplier.</p>
	<p>10.3</p>	<p>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.</p>
	<p>10.4</p>	<p>Nothing in GCC Clause 10 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
<p><b>11. Packing</b></p>	<p>11.1</p>	<p>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.</p>

	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 <b>SCC</b> , 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 have 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>		The Supplier shall be required to provide the incidental services as specified in the <b>SCC</b> and the cost of which is included in the total bid price.

<b>16. Spare Parts</b>		<p>As specified in <b>SCC</b>, 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> <p>(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</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(c) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</p> <p>(d) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<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 <b>SCC</b> .
	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 in <b>SCC</b> 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 33 for notices, 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	<p>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.</p>
<b>21. Contract Amendments</b>		<p>No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.</p>
<b>22. Assignment</b>		<p>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.</p>
<b>23. Subcontracts</b>		<p>The Supplier shall not be allowed to sublet and award subcontracts under this Contract.</p>
<b>24. Delays in the Supplier's Performance</b>	24.1	<p>Delivery of the goods shall be made by the Supplier in accordance with the time schedule/supply schedule prescribed by the Purchaser in the Schedule of Requirements.</p>



	24.2	<p>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.</p>
<p><b>25.Liquidated Damages&amp; Penalties</b></p>	24.3	<p>Except as provided under GCC Clause 24, 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 <b>SCC</b>, 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 <b>SCC</b> 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 <b>SCC</b>. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 26.</p> <p>Applicable rate for penalties in case of a breach of contract by the supplier regarding delivery of Goods is specified in the Supply Schedule in Part-II: Section-III.</p>

<p><b>26. Termination for Default</b></p>		<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 as mentioned in the <b>SCC</b> 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 Supply Schedule in Part-II: Section-III of the Standard Bidding Documents within the period specified in and subsequent purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 24; 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 engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> </ul> <p>For the purpose of this clause Corrupt and fraudulent practices means:</p> <p><i>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.”</i></p>
<p><b>27. Force Majeure</b></p>	<p>27.1</p>	<p>Notwithstanding the provisions of GCC Clauses 24, 25 &amp; 26, 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.</p>

	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	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:  (a) to have any portion completed and delivered at the Contract terms and prices; and/or  (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
<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 <b>SCC</b> .
<b>31. Governing Language</b>		The Contract shall be written in English language. Subject to GCC Clause 32, 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 <b>SCC</b> .
	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, whether International, Federal, Provincial or Local, shall be borne by the Supplier.

## Invitation for Bids (IFB)

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**Procurement of Ophthalmology Equipment  
in  
National Program for Prevention & Control of Blindness, Khyber Pakhtunkhwa  
Under  
National Competitive Bidding (NCB)**

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1. The Office of the Provincial Coordinator for National Program for Prevention & Control of Blindness, Khyber Pakhtunkhwa invites sealed bids under National Competitive Bidding from highly reputed national and international manufacturers and authorized/sole agents for procuring high quality ophthalmology equipment to meet the requirements of the Program, through Single Stage–Two Envelopes bidding procedure as per Rule 14(b) of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014 during financial year 2017-18.
2. Detailed description and quantities of ophthalmology equipment are included in the in Part-Two: Section-IV of the Standard Bidding Documents which are available on the web-site of the Program ([www.pico.org.pk](http://www.pico.org.pk))
3. Reputed Firms having relevant sales experience may download the Standard Bidding Documents from the above said websites on the date of publication of this IFB or may obtain the same by emailing at [pervez@pico.or.pk](mailto:pervez@pico.or.pk).
4. A Pre-Bid Meeting will be held on **24<sup>th</sup> October, 2017 (Tuesday)** at **10:00 a.m** at the address given below. 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. Bids must be delivered at the address given below at or before **11.00 hours** on **30th October, 2017 (Monday)** and shall be opened in the presence of the bidders or their authorized representatives, who choose to attend at the address below at **11:30 hours** on the same date.
6. Firms/the bidders shall submit the Bid Security in an envelope along with the financial bids in the shape of Pay Order (PO)/Demand Draft (DD)/Call Deposit Receipt (CDR) equal to **2%** of their bid amount in the name of Provincial Coordinator, National Program for Prevention & Control of Blindness, Khyber Pakhtunkhwa. The bidders shall submit an undertaking in their Technical Bids that the requisite Bid Security is included in their Financial Bid. Late bids will be treated as non-responsive.

7. The Bidders are requested to give their best and final price for the quoted equipment as per the Specifications in Part-Two: Section-IV of the Standard Bidding Documents as no negotiations on the price are allowed. The bid must be valid upto **30.06.2018**.

**Note:** The Competent Authority has the right to reject any or all bids by assigning reason under Rule 47 of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014.

**Address of Pre-Bid Meeting & Bid Submission/Opening:**

**Conference Room, Pakistan Institute of Community Ophthalmology,  
HMC, Peshawar,**

**Telephone(s)** : +92-91-9217378-80  
**Facsimile** : +92-91-9217413  
**Email:** [pervez@pico.org.pk](mailto:pervez@pico.org.pk)

**Director PICO/Provincial Coordinator NP for PCB**  
Khyber Pakhtunkhwa

## Part-Two

**Section I: Procurement Specific Provisions****Bid Data Sheet**

ITB Ref	Description	Detail
ITB Clause 1.1	Bid reference number	<b>1-15/NP for PCB-Tender/Equipment/2017-18</b>
ITB Clause 2.1	Name of Client & source of funds	<b>Government of Khyber Pakhtunkhwa</b>
ITB Clause 3.1	Name of Goods	<b>Ophthalmology Equipment</b>
ITB Clause 3.1	Equipment Sale License	<b>For Ophthalmology Equipment</b>
ITB Clause 6.1	Commencement date of downloading/provision of Bidding Document	<b>13.10.2017</b>
ITB Clause 6.1	Closing date of Bid	<b>30.10.2017</b>
ITB Clause 7	Bidding for Selective Items	<b>No</b>
ITB Clause 9.1	Bidding procedure	<b>Single Stage Two Envelop Procedure</b>
ITB Clause 9.2	Method determining the Lowest Evaluated Responsive Bidder	<b>• Lot-1 Technical &amp; Financial evaluation</b>
ITB Clause 11.1	Clarification(s) on Bidding Documents	<b>Provincial Coordinator NP for PCB / HMC, Peshawar</b>
ITB Clause 12	Pre-Bid meeting date, time and venue	<b>24.10.2017 at 1000 a.m (Tuesday)</b>  <b>Conference Room, of Pakistan Institute of Community Ophthalmology, Hayatabad Medical Complex, Peshawar.</b>

ITB Clause 13	Language of bid	<b>English</b>
ITB Clause 14.2	Specific Description of Goods in the Bidding Documents	Separate quotations shall be submitted for each lot as mentioned in Annex-I, Annex-II and Annex-III of Part-II: Section-II of the Standard Bidding Documents.
ITB Clause 15.4	Bid Price	<b>Bid Price shall be inclusive of all duties and taxes.</b>
ITB Clause 16	Currency of Bid	<b>PKR</b>
ITB Clause 18.1	Name of the Bid Form(s)	<b>Bid Cover sheet</b> <b>Bid form-1</b> <b>Bid form-2</b> <b>Bid Form 3(A) for manufacturer</b> <b>Bid Form 3(B) for importer</b> <b>Bid Form-4</b> <b>Bid Form-5</b>  <b>Failure to submit Bid Forms shall render the bidders non-responsive.</b>
ITB Clause 18.2	Technical Bid Proformas	<b>Sample Bid Evaluation Proformas for the following categories of bidders:</b>  i) Importers/Manufacturers of Ophthalmology Equipment  The said Proformas should be filled by the bidder to facilitate the evaluators. These are not part of the Standard Bidding Documents
ITB Clause 19.1	Documents required in the Technical & Financial Evaluation Criteria and requisite Bid Forms	<b>Bid Cover Sheet &amp; Bid Form 2 (Affidavit)</b>
ITB Clause 20	Amount of Bid Security / Earnest Money	The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money equivalent to <b>2%</b> of the bid price in the name of Director General Health Services, Khyber Pakhtunkhwa , and <b>5%</b> of un-registered/not – prequalified bidders
ITB Clause 21	Bid validity period	<b>Till 30<sup>th</sup> June, 2018</b>
ITB Clause 25	Last date and time for the receipt of bidding document	<b>30.10.2017 at 11 am (Monday)</b>



ITB Clause 28	Date, time and venue of opening of technical bids	<b>30.10.2017 at 11:30 a.m (Monday), at the Conference Room ,Pakistan Institute of Community Ophthalmology, HMC, Peshawar.</b>
ITB Clause 41	Duration of Contract	<b>Three Years</b>
ITB Clause 44	Performance Guaranty / Performance Security	The Performance Security shall be <b>10%</b> of the total contract price quoted and shall be submitted in the name of Provincial Coordinator, National Program for Prevention & Control of Blindness, Khyber Pakhtunkhwa.

Part-Two

**Section I: Procurement Specific Provisions**

**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 (c)—**The Goods are: Ophthalmology Equipment.**

GCC 1.1 (g)—The Purchaser is: **National Program for Prevention and Control of Blindness, Khyber Pakhtunkhwa, Health Department, Peshawar**

GCC 1.1 (h)—The Supplier is: \_\_\_\_\_

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

All countries and territories as indicated in **Part Two: Section V** of the Standard Bidding Documents, "Eligibility for the Provisions of Goods, Works, and Services."

### 3. Standards (GCC Clause 4)

GCC 4.1—The quoted product, at the time of delivery, shall conform to the standards as prescribed in the Technical Evaluation Criteria. The said conformance shall lead to subsequent issuance of the Acceptance Certificate to the Supplier by the Purchaser.

### 4. 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 Warranty Clause GCC 17.1.

### 5. 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 Head of Health Institution, Health Department, Khyber Pakhtunkhwa.**

Inspections & tests may include re-verification of any quality or manufacturing aspect from vendor or manufacturer by the Purchaser in the form of either a test run or production of an industrial process certificate or a Performance Certificate from the previous clients if the Purchaser feels that sufficient time has elapsed between the manufacturer's pre-qualification/preliminary assessment and bid evaluation.

## 6. Packing (GCC Clause 11)

*Applicable as required by the Purchaser.*

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

GCC Clause 12.1—Delivery/Supply Period of the intended goods shall be **90 Days** for Imported Goods and **60 Days** for Local Goods

GCC 12.2—*In case of Import or as required otherwise, 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.

GCC 12.2— *Applicable Delivery Mode: Delivered Duty Paid (DDP) of Incoterms 2011*

## 8. Insurance (GCC Clause 13)

GCC 13.1— The Goods supplied under the Contract shall be **Delivered Duty Paid (DDP)** under which all the risk is transferred to the buyer / concerned Health Institution only after the intended goods have been delivered to their desired destination. Hence insurance coverage is seller's responsibility for arranging appropriate coverage.

## 9. Spare Parts (GCC Clause 16)

**After sale service with spare parts shall be 5 years, where applicable.**

- (a) If cost is up to Rs. 2-3 million, **1%** of the approved cost per year will be given to the firm.
- (b) If cost is above Rs. 3 millions, **0.5%** of approved cost per year will be given to the firm.

**Note:** The conditions (a) & (b) will be subject to mutual agreement.

## 10. Warranty (GCC Clause 17)

GCC 17.2—**Warranty with repair & spare parts shall be three (3) years.** The Supplier shall, in addition, comply with the guarantees associated with the performance and/or conformance specifications 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 / conformance tests in accordance with 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 0.05% per day or 0.5% per week up to a maximum of 10% of the total Contract price.

## 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) **On Delivery: Eighty (80) percent** of the Contract Price of the Goods shall be paid to supplier within thirty (30) days after delivery of intended goods at destination upon submission of documents specified in GCC Clause 12.
- (iii) **On Acceptance: Twenty (20) percent** of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim duly supported by an Acceptance Certificate issued by the Purchaser/ concerned Procuring Entity.

In case of an import, payment of local currency portion shall be made in Pak Rupees within thirty (30) days of presentation of claims 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 & Penalties (GCC Clause 25)**

GCC 25.1—Applicable rate: **0.5% per week** or **0.05% per day of the total Contract price**

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

**13. Termination of Contract (GCC Clause 26):**

GCC 26.1—After exhausting all the delivery period as provided in the Supply Schedule in Part-II: Section-III of the Standard Bidding Documents and still failing to supply the intended goods, the Purchaser may terminate the Contract for default of the supplier, and procure the non-supplied goods at supplier's risk and cost from the open market, and shall enforce Supplier's Performance security.

**14. Disputes Resolution (GCC Clause 31)**

GCC 31.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 31.2 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 **The Arbitration Act 1940**. The jurisdiction of Court shall be of **Peshawar, Khyber Pakhtunkhwa**.

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

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

**16. 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 Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules, 2014**
- **The Drug Act 1976**
- **The Arbitration Act 1940**
- **The Contract Act 1876**
- **The Employment of Children (ECA) Act 1991**
- **The Bonded Labour System (Abolition) Act of 1992**
- **The Factories Act 1934**

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

GCC 33.1—Purchaser's address for notice purposes:  
**Provincial Coordinator, NP for PCB, Khyber Pakhtunkhwa, HMC,  
Peshawar.**

Telephone(s): +92-91-9217378

Facsimile: +92-91-9217413

Email: [director@pico.org.pk](mailto:director@pico.org.pk)

Website: [www.pico.org.pk](http://www.pico.org.pk)

Supplier's address for notice purposes: \_PICO, HMC, Peshawar

#### **17. Duties & Taxes (GCC clause 34)**

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

# **SECTION-II**

## **Evaluation Criteria**

**Ophthalmology Equipment**



## Lot-1

### Evaluation Criteria for Procurement of Ophthalmology Equipment:

**Attention:** The bidders must carefully read the instructions in the **Bid Data Sheet** & **Special Conditions of Contract** in Section-I and in the **Evaluation Criteria** in Section-II of the SBDs to submit the requisite documents in the sequence indicated in the List of Documents to be attached alongwith the Technical Bids. Non-compliance to the stated instructions may lead to their technical disqualification.

Bidders shall also submit the soft copies of the Bid Evaluation Proforma relating to their category on CD in MSExcel format.

**(Technical Evaluation Marks: 100)**

S #	Parameters	Sub-parameters	Total Marks:50
	Product Evaluation		
	<b>Conformance Specifications</b>		
<b>1</b>	<b>Compliance to Purchaser's Specifications</b>		<b>40</b>
		Fully compliant with the required specifications	40
		Compliant with minor deviation (up to 10% subject to main function is not effected)	30-35
<b>2</b>	<b>The Purchaser's personal experience with the use of machinery</b>		<b>10</b>

S #	Parameters	Sub-parameters	Total
<b>3</b>	<b>Product Certification<sup>2</sup></b>		<b>9</b>
	USFDA and any of the CE(MDD) or JIS certification and preferably preferably to meet <b>IEC 80601-2-58, ISO 15004-2:2007&amp;ISO 16284:2006</b> Standardsfor Quality Management	<ul style="list-style-type: none"> <li>• US Food and Drug Administration (FDA) 510K</li> <li><b>And</b></li> <li>• European Community (CE) MDD</li> <li><b>or</b></li> <li>• Japan Industrial Standards (JIS)</li> </ul>	9
	CE(MDD and JIS Certification)	<ul style="list-style-type: none"> <li>• European Community (CE) MDD</li> <li><b>And</b></li> <li>• Japan Industrial Standard (JIS)</li> </ul>	6
	USFDA only	<ul style="list-style-type: none"> <li>• US Food and Drug Administration (FDA) 510K</li> </ul>	3
	CE(MDD) only	<ul style="list-style-type: none"> <li>• European Community (CE) MDD</li> </ul>	3
	JIS only	<ul style="list-style-type: none"> <li>• Japan Industrial Standard (JIS)</li> </ul>	3
<b>4</b>	<b>Firm's Financial Status for last 05 years</b>	Marks will be given as per financial strength of the company duly audited by the registered chartered accountants/firms (One mark for each year)	<b>05</b>
<b>Performance Specifications</b>			
<b>5</b>	<b>Product's Local Performance</b>		<b>10</b>
		One Satisfactory Performance Certificate for each quoted equipment from the medical institutions within Pakistan (1 marks for each certificate up to maximum 10)	10
<b>Firm Evaluation</b>			<b>Total Marks:26</b>
<b>6</b>	<b>Legal Requirement</b>		<b>6</b>
		Manufacturer Authorization Certificate, or	4
		Partnership Deed with manufacturer	

<sup>2</sup>US, European and Japanese equipment must be approved from USFDA, CE and JIS respectively, However, equipment other than these origins are acceptable subject to USFDA and/or CE approved.

S #	Parameters	Sub-parameters	Total
		Taxation Certificate (NTN and GST) from FBR Pakistan& IT-2 Form	2
<b>7</b>	<b>Technical Staff</b>		<b>4</b>
	Certified Ophthalmic Technician (COT) preferably acknowledged by Joint Commission on Allied Health Personnel in Ophthalmology (JCAHPO)	Simple Technician	1
		Diploma Engineer	1
		Graduate Engineers (For High Tech / Critical equipment). Graduate Engineer of relevant field is mandatory for each product.	1
		MSc / PhD qualification / Foreign training	1
<b>8</b>	<b>Networking and Training</b>		<b>10</b>
		Detail of Networking setup in Peshawar and	5
		Networking in other capital cities of the country (Islamabad, Lahore, Karachi, Quetta) one mark each for existence	4
		Certificate to the affect that the firm will provide training in the use of equipment to the relevant technical staff. Training plan must be attached with certificate	1
<b>9</b>	<b>Testing &amp; Calibration Equipment</b>		<b>3</b>
	<b>Inspected by GL, TÜV-Sud or DNV etc.</b>	List of tools , testing equipment and calibration equipment relevant to the product	2
		Spare Parts readily availability (Inventory list)	1
<b>10</b>	<b>Warranty Period Extension</b>		<b>2</b>
		Extension free of cost (the firm offering greater period will get the marks). Warranty must be from	2

S #	Parameters	Sub-parameters	Total
		original manufacturer	
11	<b>Post warranty Maintenance Services</b>		<b>1</b>
		Post warranty maintenance contract, including service and parts, rates (companies to offer percentage (%) of the contract value in the technical bid. The lowest will get the full marks. The rates must come from the original manufacturer	1

Total Marks in Technical Criteria: **100**

Qualifying Percentage in Technical Criteria: **70%**

Qualifying Marks: **70**

### Financial Criteria

According to Rule 3 (iv) of the the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurment Rules, 2014, the lower offer from the qualified bidders shall be accepted for the award of the contract and will be the best evaluated price.

# Annex-I

## LIST OF EYE EQUIPMENT FOR TEACHING/D.H.Q HOSPITALS IN KHYBER PAKHTUNKHWA (2017-18)

### 01. DIRECT OPHTHALMOSCOPE WITH CHARGER: Quantity (02)

#### Ophthalmoscope featuring:

- Xenon-Halogen illumination 3.5V
- Multi-coated lenses reduce stray light.
- Optics mounted on metal chases for durability
- Strong metallic instrument handle with ceramic resistor.
- Selectable aperture dial for wide angle, small/macular and slit / Half Pupil
- Filters; red-free/green, cobalt/blue
- Corrective lens range from minimum of -20D to +20D with illuminated diopter indicator
- Brightness control

With original carrying case.

Ophthalmoscope set with rechargeable battery handle and plug type charger module.

### 02. RETINOSCOPE WITH CHARGER: Quantity (02)

#### Handheld streak retinoscope:

- Control knob for convergence/width and rotation
- Streak revolves 360 degrees
- Internal polarization filter reduces internal dazzle for more precise reinoscopy.
- Xenon-Halogen illumination 3.5V
- With headrest to prevent operators spectacles getting scratched and original carrying case.

Retinoscope set with rechargeable battery handle and plug type charger module

### 03. TRIAL LENS SET: Quantity (01)

Trial Lens set large composition comprising of 236 pcs:

- 35 pairs each of plus and minus spheres (0.12 D to 20.00D).
- 19 pairs each of plus and minus cylinders (0.12D to 6.00D).
- 10 pcs prisms (1D to 10 D).
- 10 pcs accessory lenses (maddox, crossed lenses 2 pcs, pin hole, occluder, slit, red lens, green lens, plano lens, frosted glass).

Complete in carrying case with adjustable trial frame.

**04. UNIVERSAL TRAIL FRAME: Quantity (01)**

Trail Frame Universal with Spring, joints, axis rotation knobs, variable side length, adjustable nose pads, asymmetrical p.d. adjustment 50mm-90mm, robust metal construction.

**05. 78/90D LENS Quantity (05)**

Laser coated aspheric lens for wide angle view of the retina with anti reflective coating (78D on one side and 90D on the reverse) non-contact lens in carrying case.

**06. A and B SCAN with BIOMETER Quantity (01)**

Ophthalmic digital A&B Scan + incorporating the following features. Digital memory, imaging freezing through foot pedal or touch screen activation, A&B modes with control vector and biometer ruler/selectable vector scan to compute IOL power, color VGA display monitor with 640 x 480 pixels or high, alphanumeric and analog display, automatic display of overall gain, depth of examination upto 60 degree sector fan, 5MHz, 10 MHz B-probe and 10MHz or more (high precision) focused solid tip A-probe with internal fixation for biometry and for use on Applanation tonometer.

**Specifications**

**A-Scan:**

Modes: Auto, manual, diagnostic  
Lens type: Cataract, dense cataract, aphakic, pseudo/PMMA, Pseudo/silicon  
Formulas: Holladay, SRK-II (Regression), Binkhorst  
Measures: ACD, Lens, Vitreous and Axial length  
Statistics: Average, Standard Deviation, Range and Maximum Difference from average  
Memory: Stores 5 or more scans, measurements, selected formulas, IOL constants, doctor's names  
Calibration: Automatic with built-in calibration cylinder.

**B-Scan:**

Measurements: Axial 0.12mm, lateral 0.24mm, area 0.12mm  
Amplifiers: Logarithmic, linear & S-Curve  
Magnification: Continuous Zoom, pan, joystick  
Resolution: 1024 x 480 pixels  
Memory: Dual for real-time and processed image  
Freeze: Foot pedal or control panel activation  
Image: B-scan with selectable vector A-scan  
Grey scales: 256 levels  
Display: 60 degree sector fan, A-emphasized, B-emphasized Gain, TVG, amplifier, OD/OS, velocity, probe orientation, patient name, comments and date.

**Comprising of the following accessories:**

A-probe with internal fixation, B-probe, power cord, foot switch, dust cover, instruction manual, coupling gel, printer

**07. OPERATING MICROSCOPE Quantity (01)**

Objective Lens : Coaxial F= 200mm  
Eye-pieces : 12.5X  
Magnification change : Continuous Zooming  
Fine Focusing.....: Foot-Controlled.  
Coaxial illumination : 12V/120W halogen through fiber optic cable.  
X-Y translator for precise movements  
Upgradable for Posterior Segment Surgery  
Standard accessories (included):  
Dust-cover, instruction manual, tools, sterilizable caps and sterilizable handle.

**08. LACRIMAL INTUBATION, DACRYOCYSTOHINOSTOMY SET (DCR SET) TITANEUM Quantity (02)**

- Stevenson Lacrimal Sac Retractor
- Knapp Lacrimal Sac Retractor
- Wilder Lacrimal Dilator, Short Taper
- Wilder Lacrimal Dilator, Medium Taper
- Wilder Lacrimal dilator, Long taper
- Ruedemann Lacrimal Dilator
- Bowman Lacrimal Proble 0000-000
- Bowman Lacrimal Proble 00-0
- KerrisonRongeur #0
- Belz Lacrimal Sac Rongeur
- Tenzel Double Ended peri-osteal Elevator
- West Lacrimal Sac Chisel
- Mallet –Lead Filled
- STORZ Nasal Speculum #1
- Bishop-Harmon Tissue Forceps
- Schaedel Towel Clamp (2)
- Halstead Curved Mosquito Forceps (2)
- Halstead Straight Mosquito Forceps (2)
- Straight Dressing Forceps
- Stevens Tenotomy Scissors
- Westcott Stitch Scissors
- Straight Eye Scissors
- Barraquer Needle Holder, Curved w/Lock
- Miro-Surgical Instrument Tray

**09. Cataract Set (TITANEUM) Quantity (10)**

**10. Biopolar Cautry Quantity (01)**



## **Annex-II**

### **SECTION-III**

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

- **Supply Schedule**

#### **2. Technical Specifications & Ancillary Services**

### **Notes for Preparing the Schedule of Requirements**

The Schedule of Requirements shall be included in the bidding documents by the Govt-MCC/Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a Rate Form is provided in Part-II:Section-III. In addition, the Schedule of Requirements, together with the Bid Form-V: Price Schedule (which shall be submitted to the Procuring Entity by the selected Bidder), should serve as a basis in the event of quantity variation at the time of supply/delivery of contract pursuant to ITB Clause 37.

The date or period for delivery should be carefully specified, taking the date prescribed herein from which the Purchaser's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit etc.).

## **Section III. Schedule of Requirements**

The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by the Health Department (provincial enteritis, vertical programs and concerned districts) as per following schedule of requirements:-

---

## Schedule of Requirements

The supplies and related services shall be delivered in accordance with the subsequent Purchase Order(s), being an integral part of Contract, to be issued by the Directorate General Health services to the successful bidders along with Contract as per following schedule of requirements:-

### Annex-A

#### Supply Schedule:

##### A) For Imported Goods:

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
Without penalty	90 days <sup>3</sup>	90 days
With penalty @ 0.067 % per day after 90 days of Purchase Order	30 days	120 days
With penalty @ 5 % of the Contract amount after 120 days	30 days	150 days

\*Failure to deliver the goods after 150 days will lead to termination of contract for default and enforcement of Performance Security of the Supplier.

##### B) For Local Goods:

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
Without penalty	60 days <sup>4</sup>	60 days
With penalty @ 0.067 % per day after 60 days of Purchase Order	10 days	70 days
With penalty @ 5 % of the Contract amount after 70 days	30 days	100 days

\*Failure to deliver the goods after 100 days will lead to termination of contract for default and enforcement of Performance Security of the Supplier.

<sup>3</sup>The validity of Purchase Order will start from its next date of issuance to the concerned Supplier.

<sup>4</sup>As above

**Note:** *The total delivery period include opening of Letter of Credit (if any), transportation from manufacturer's destination to the Purchaser's Country Port, custom clearance and inland transportation from Purchaser's Port to the end destination (districts). 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.*

District wise details of goods are given at Section III (List of Items).

## **Annex. B**

### **Technical Specifications and Ancillary Services**

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

Available on Health Department's website as a separate detailed Annexure at:

<http://www.healthkp.gov.pk/govttender.asp> & [www.pico.org.pk](http://www.pico.org.pk)

#### **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.

**c) Incidental Services**

The bidders are required to either incorporate or quote separately the costs of following incidental services being part of the contract.

- i) **Transportation:** Equipment and supplies will be delivered up to the place of installation / final destination by the bidder at his cost and mode of transportation including loading / unloading.
- ii) **Insurance:** All insurance charges will be borne by the supplier.
- iii) **Custom Clearance:** Equipment and supplies will be cleared (from airport/seaport) customs department by the supplier and charges/duty/taxes if any will be paid by the supplier.
- iv) **Installation:** Supplier will install the equipment at the designated place of work, free of charge, give test-run and if required, will impart on job training.
- v) **Test-Run / Commissioning:** Equipment will be subjected to test-run after commissioning.
- vi) **Staff Training:** Where required, on job training to be provided to working staff on the equipment to be supplied / installed.
- vii) **Initial Maintenance:** Supplier will be responsible for initial maintenance of the equipment (repair and parts), for THREE complete years starting from the date of installation/test-run.
- viii) **Availability of Spare Parts and Consumables:** Supplier will guaranty through reliable means, acceptable to Purchaser, prompt and easy availability of spare parts & consumables for the period of FIVE years (apart from initial three years as in clause **vii** above), on reasonable rates.
- ix) **After Sales Service:** Supplier will provide free after sales service from trained and qualified technical staff, free of charge for EIGHT complete years (including three years with parts as mentioned above in clause **vii**), after the date of installation / test-run.

**d) Warranty**

The supplier / original manufacturer will provide comprehensive warranty (on Judicial Paper) of free after sales service, maintenance, replacement of parts, and working of the equipment for **three years** from the date of installation/test-run. Post warranty maintenance contract for another **five years**, including after sales service with parts, rates (companies to offer percentage (%)) of the contract value in the technical bid as mentioned in clause A & B of the evaluation sheet of the bidding document. Warranty and

post warranty maintenance contract rate shall be acknowledged from the original manufacturer regardless of change of local authorized dealer.

**d) Additional instructions**

- i. Please clearly indicate the country of origin, wholly or parts, etc.
- ii. Indicate place/port of shipment.
- iii. Any state licensing or permission of export/sales/use requirements will be the responsibility of the supplier/manufacturer. Department of Health will not be responsible for any refusal, penalty or delay in this regard.
- iv. Complete literature on working, installation, circuiting, maintenance to be provided in English language, with the equipment.
- v. Comprehensive training of working of the equipment and normal /minor repair, trouble-shooting will be arranged by the supplier/ manufacturer, for at least two working staff, (doctor/technician) at the manufacturers location, prior to shipment / installation (for complex and high tech equipment).

**Annex. C**

**Price Schedule submitted by the Bidder.**

*(The approved price schedule submitted by the Bidder will be attached)*

**Annex-. D**

**Purchaser's Notification of Award**

*(Copy of the final letter will be attached)*

nnex. E

**Purchase Order.**

*(Specimen Sample of Health Institution/Project Purchase Order)*



Name of the Head.....  
 Name of Health Institution.....  
**GOVERNMENT OF KHYBER PAKHTUNKHWA**

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

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

Additional instructions (if any):

- 1.
- 2.
- 3.

Signature Authorized Staff

**Annex F**

**Payment Schedule**

*(Payment to the Suppliers will be made against satisfactory performance and upon submission of required documents along with report of inspection committee formulated for the purpose. However, if there is any alternate payment schedule, agreed by the Purchaser and Supplier, will be annexed here)*



**Annex-G**

**Distribution Plan for Equipment:**

**(If applicable)**

S#	Item Name	<u>Health Institution</u>	Sub-Unit/ DHQ	Sub-Unit/ THQ	Sub-Unit/ RHC	Sub-Unit / BHU	Sub-Unit / Dispensary
		<ul style="list-style-type: none"> <li>• EDO (H)</li> <li>• Tertiary Care Hospital</li> <li>• PC Vertical Program</li> </ul>	1	2	3	4	5
1							
2							
3							
4							
5							
6							
7							
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23							

# **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 Template**

## D 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>5</sup>.

List of Selected Items: *(In case the Bidder has opted to bid for Selected Items, please type the Serial No<sup>6</sup>. and the name of the Items selected for Bidding. Use additional Sheets if Required)*

S. No.	Name of the Item

Signed:

Dated:

Official Stamp:

Attachment<sup>7</sup>:                    ‡ Original receipt for the purchase of the bidding documents.

---

<sup>5</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>6</sup>The Serial No.of the item as mentioned in the Technical Specifications.

<sup>7</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 of the Standard Bidding Documents.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.

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 (Details to be filled in wherever applicable)

Required Documentation (To Be Filled by the Procuring Agency)	Checklist <sup>8</sup> (To be initialed by the Bidder against each document)	Relevant Page Number <sup>9</sup> in the Bid (To be filled by the Bidder)	Supporting Documents <sup>10</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>11</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>12</sup>			
Original Receipt of purchase of Bidding Documents			

<sup>8</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>9</sup> Bidders are required to mention the exact page number of relevant document placed in the Bid.

<sup>10</sup> Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.

<sup>11</sup> In case of Sole Agent

<sup>12</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>13</sup>**

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

WHEREAS [name of the Manufacturer] who are established, reputable & Pre-Qualified 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:-----

---

<sup>13</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>14</sup>.

Name of the Firm:

Bid Reference No:

Date of opening of Bid:

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>15</sup> Certificate

---

<sup>14</sup> Bidders may use additional Sheets if required.

<sup>15</sup> All certificates are to be attached with this form.



## BID FORM 5

### Price Schedule (To be provided to the Procuring Entity)

*User Note: This form is to be filled by the Bidder and shall submit with Financial Bid to the Directorate General Health Services, Khyber Pakhtunkhwa.*

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>16</sup>: .....

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

Signature: .....

Designation: .....

Date: .....

Official Stamp: .....

<sup>16</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

Date94

## CONTRACT AGREEMENT

**THIS CONTRACT** is made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2012, 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, 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;**

2. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract ,viz:-
  - a. General Conditions of Contract (**GCC**)
  - b. Special Conditions of Contract (**SCC**)
  - c. Schedule of Requirements. **Annex- A**
    - i) Supply Schedule
  - d. Technical Specifications. **Annex- B**
  - e. Price Schedule submitted by the Bidder. **Annex- C**
  - f. Purchaser’s Notification of Award. **Annex- D**
  - g. Purchase Order. **Annex-E**
  - h. Performance Security **Annex-F**
  - i. List of Ophthalmology Equipment

#### **Annex-G**

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”:
3. **Term of the Contract:** This contract shall remain valid for [ *Duration* ] from the date of signing, unless amended by mutual consent.
4. The Supplier declares as under:
  - i. [ *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.

- ii. 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.
- iii. *[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.
- iv. *[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 void able at the option of Procuring Agency.
- v. 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 time 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.
- vi. 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).

**5. 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 Items 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.

**6. Shelf Life of Drugs (Non Govt-MCC):** During the time of delivery of drugs by the bidder, the shelf life for the imported drug shall not be less than **70%**, while it shall not be less than **90%** for the locally manufactured drugs.

**7. 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.

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

**9. Payment Schedule:** All payments to the Supplier shall be made in accordance with the SCC & agreed Payment Schedule at Annex: F of Part-II: Section-III of the Standard Bidding Documents, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities highlighted in the Payment Schedule.

**10. Performance Guarantee:** (i) The Supplier, within 07 days upon the receipt of Purchase Order and upon signing the Unit Rate Contract (selected items as mentioned in the Contract in annexure) shall provide to the Purchaser a Performance Security equivalent to 10% of the total Contract amount on the prescribed format (Bank Guarantee) 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.

**11. 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.
- VI) The raw material source and grade be clearly shown and accordingly the same be used in all supplies; if found changed anywhere in supply of the same product, the firm/supplier will be liable for black-listing for all its products and forfeiting all its call deposits and performance guarantees
- VII) The rate offered should be less than/equal to any where quoted in same financial year. If any where quoted less, the firm/supplier will be liable for black-listing for all its products and forfeiting all its call deposits and performance guarantees
- VIII) The health department buying units and the manufacturers / suppliers are bound to make sure the receipt of copy of Supply Order to the Health Directorate General Peshawar for consolidation of total supplies along with amount in PKR issued.

Those who did not fulfill the above criteria's are liable to be proceeded against and be black listed

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

**For the Purchaser:**

**Office of the Program coordinator NP for PCB, Khyber Pakhtunkhwa**  
Director General Health Services  
Health Department, Khyber Road  
Government of Khyber Pakhtunkhwa,  
Peshawar, Pakistan  
Tel: +92 (091) 921 6058,  
Fax: 921 0230  
Email: Govt.MCC.KP@gmail.com  
[www.dhiskp.gov.pk/Govt-MCC.php](http://www.dhiskp.gov.pk/Govt-MCC.php)

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: \_\_\_\_\_

Witnesses:

**SECTION-V**  
**Eligible Countries**



## Section VI: Eligible Countries

### Country 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
  3. 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**