



**GOVT. OF KHYBER PAKHTUNKHWA
HEALTH DEPARTMENT.**

STANDARD BIDDING DOCUMENT



**For Procurement of Birthing Simulator for
Skill Lab of Saidu Medical College, Swat.**

National Competitive Bidding (NCB).

PREFACE

These Standard Bidding Documents have been prepared for the procurement of for Birthing Simulator for skill lab of Saidu Medical College, Swat through Self Finance Funds (2022-23) through National Competitive Bidding (NCB) under KPK procurement of Goods, Works & Services 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.

This bidding document is prepared with consultation of technical committee members, end users and purchase committee as well, not only to simplify the bidding document but also to procure quality equipment for Saidu Medical College, Swat

Errors and omissions accepted. In case of any doubt in the interpretation of any point, decision of Technical Committee and Procuring entity (Principal/Chief Executive Saidu Medical College) will be acceptable to the bidders.

Fixed Conditions of Contract
Section -I
INSTRUCTIONS TO BIDDERS (ITB)

The Bidders are expected not only to read this document thoroughly but also to come with relevant documents in their Bids in order to make the process easy and transparent as well.

1. Scope of Bid:

Saidu Medical College, Swat invites bids for supply of Goods specified in the Schedule of Requirements along with Technical Specifications and related services incidental there to meet the requirement of Saidu Medical College, Swat. Bid Reference Number for the procurement activity as mentioned in **Bid Data Sheet (BDS)**.

2. Source of Funds:

Non-ADP/Self- Finance Project. (2022-23)

3. Eligible Bidders:

a) 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 **Bid Data Sheet (BDS)** and more specifically described in the Schedule of Requirement in Part-Two: Section-III of these Standard Bidding Documents.

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

c) The Importer/Agent must possess valid authorization from the Manufacturer embassy attested 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.

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

e) 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:

(i) 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

(ii) 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.

(f) Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably Request.

(g) Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably Request. The Government of Khyber Pakhtunkhwa defines Corrupt and Fraudulent Practices as “*the offering, giving , receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty*”.

4. Corruption & Fraud:

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 KPK** Procurement of Goods, Works and Services Rules 2014, cancellation of contracts, and debarring & blacklisting of the Bidder(s) under Rule 44 of KPK Procurement of Goods, Works And Services Rules 2014, for a stated or indefinite period of time. Black listing of the bidder will be uploaded on the procuring entity website & authority website.

5. Eligible Goods & Services:

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.

6. Cost of Bidding:

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

7. Bidding for Selective Items:

Bidding policy is Lot-wise. The bidder must quote for all the items of lot, failing to do so will be declared non responsive.

8- joint venture: -

As the procurement is LOT wise therefore in case of joint venture, joint venture agreement (JVA) on Judicial Stamp Paper will be mandatory.

The Bidding Procedure

8. The Governing Rules:

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

9. Applicable bidding procedure:

a) The bidding procedure is governed by Rule-6(2-B) “Two-envelop tendering” of Procurement of Goods, Works and Services Rules, 2014 of the Government of Khyber Pakhtunkhwa. Bidders are advised also to refer to the **Bid Data Sheet (BDS)** to confirm the Bidding procedure applicable in the present bidding process.

b) 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 “TECHNICAL BID” 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 as per Rule 39 of the KPK Procurement of Goods, Works and Services Rules 2014, without reference to the price and may reject any bid which does not conform to the specified requirements.
- 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 disqualified shall be returned un-opened to the respective Bidders; and The bid found to be the highest ranking fair Bid as per the Technical & Financial Evaluation Criteria shall be accepted for Contract award.

The Standard Bidding Documents

10. Contents of the Standard Bidding Documents:

1. The goods required, applicable bidding procedures, and Contract terms & conditions are prescribed in the Standard Bidding Documents. Contents of the Standard Bidding Documents include: a) Invitation for Bids (IFB).
 - b) Instructions to the Bidders (ITB)
 - c) General Conditions of Contract (GCC)
 - d) Special Conditions of Contract (SCC)
 - e) Technical & Financial Evaluation Criteria
 - f) List of Required bio-medical Equipment, Instruments & Electronics.
 - g) Technical Specifications of the intended goods
 - h) Sample Size & Ancillary Services
 - i) Schedule of Requirements
 - k) Sample Forms, Schedules & contract template

In case of any discrepancy between the contents of the Invitation for Bid (IFB) and those of the Standard Bidding Documents listed.

2. 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 of his Bid under KPK Procurement of Goods, Works and Services Rules 2014 or rejection of his bid under Rule 47 of the KPK Procurement of Goods, Works and Services Rules 2014.

11. Clarifications (On Standard Bidding Documents):

A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in a Pre-Bid meeting or in writing at the Procuring Agency's address indicated in the **Bid Data Sheet (BDS)**. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives not 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 KPK Procurement of Goods, Works and Services Rules 2014, on a date specified in the **Bid Data Sheet (BDS)** and also given in advertisement.

12. Amendments (to the Bidding Documents):

- a) 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 KPK Procurement of Goods, Works and Services Rules 2014, on a date specified in the **Bid Datasheet (BDS)** or through official communication to the prospective bidders, may modify the Standard Bidding Documents by amendment(s).

- b) 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 three national dailies. The said amendment(s) shall be binding on them.
- c) The Procuring Entity may extend, under Rule 33(7) of the KPK Procurement of Goods, Works and Services 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.

Preparation of BIDs

13. Language of BIDs:

All correspondences, communications, associated with Preparation of Bids, clarifications, amendments, submissions shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

14. Documents Comprising the BIDs

a) The Bid shall comprise the Bid Forms of these Standard Bidding Documents and all those ancillary documentations 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.

b) 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 **Bid Data Sheet (BDS)**, ancillary services that the bidder is willing or required to provide along with the proposed price.

c) 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. BID Price:

a) 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.

b) 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.

c) 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 out rightly.

d) 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 **Bid Data Sheet (BDS)** where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties, etc.

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

f) 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.

g) 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.

16. BID Currencies:

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

17. Samples:

The Bidder shall provide samples of quoted goods i.e. equipment, Instruments etc. Along with 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.

18. Documentation on Eligibility of Bidders:

a) 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 **Bid Data Sheet (BDS)**, establishing Bidder's eligibility to bid and his qualifications to perform the Contract if his bid is accepted.

b) Bid Evaluation Performa 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 **Bid data sheet**.

c) 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 **Bid Data Sheet (BDS)**, 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.

19. Documentation on Eligibility of Goods:

The documentary evidence required in the evaluation criteria of these Standard Bidding Documents as specified in the **Bid Data Sheet (BDS)** 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.

20. Bid Security:

a) The bidder shall furnish, as part of its bid, a bid security to the extent of a percentage of the total bid value as mentioned in the bid data sheet (BDS). The bid security shall be submitted from the account of the firm/bidder /contractor who submits the bid. (KPPRA Notification No.KPPRA/M&E/Estt:/1-12/2017-18 dated April 05, 2018). Unsuccessful bidder's bid security shall be discharged or returned soon after announcement of the successful bids.

b) The successful Bidder's bid security shall be discharged upon signing of contract and furnishing the performance security/guarantee.

c) The bid security shall be in PKR and shall be in one of the following forms.

i) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring.

ii) Agency's country, in the form provided in the bidding document or another form acceptable to the procuring agency and valid for thirty (60) days beyond the validity of the bid: or

iii) Irrevocable cashable on-demand call-deposit.

iv) Bid security in form of Pay order is not acceptable (KPPRA/M&E/Estt: /1-12/2017-18 dated April 05, 2018).

d) Any bid not secured in accordance with ITB Clauses 28.1 (I) and 28.3 (III) will be rejected by the procuring agency as nonresponsive, pursuant to ITB Clause 29. The bid security may be forfeited:

1. If a Bidder Withdraws its bid during the period of bid validity or

2. In the case of Successful Bidder, if the bidder fails to sign The Contract or fails to provide a performance security/guarantee for the duration of the contract.

21. BID Validity:

- a) Bids shall remain valid for the period identified in the **Bid Data Sheet (BDS)** after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a period shorter than the one prescribed in the Bid Data Sheet (BDS) shall be rejected by the Procuring Entity as non-responsive.
- b) 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 period of the original bid validity.
- c) Bidders who, -
 - i) Agree to the Procuring Entity's request for extension of bid validity period, shall not be permitted to change the substance of their bids.
 - ii) Do not agree to an extension of the bid validity period, shall be allowed to withdraw their bids without forfeiture of their bid securities.

22. Format & Signing of BIDs:

- a) 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.
- b) 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.
- c) 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.
- d) Any tampering, illegitimate inclusion or exclusion in any part of the Standard Bidding Documents shall lead to disqualification of the bidder.

23. Sealing & Marking of Bids:

- a) The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal both the proposals/bids in separate Envelopes. The said two envelopes shall then be sealed in an outer Envelope.

b) The inner and outer envelopes shall:

(i) Be addressed to the procuring agency Saidu Medical College, Swat), at the address given in the Invitation for Bids; and

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

c) The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as “non-responsive” or “late”.

d) If the outer as well as inner envelope is not sealed and marked as required by the ITB Clauses 23.1 to 23.3 above the procuring agency (Saidu Medical College, Swat), shall assume no responsibility

For the bid’s misplacement or premature opening.

24. Deadline for Submission of Bids:

a) Bids must be submitted by the Bidder & received by the procuring Agency at the address on the time & date specified in the bid data sheet. BIDs received later than the time and time specified in the BDS will be returned non- responsive & will be returned to the bidder unopened.

b) 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 & obligation of the Procuring Agency & bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids:

Any bid received by the procuring agency after deadline for submission of bids prescribed by the procuring agency pursuant to outbreak clause 24 shall be rejected & returned unopened to the bidder.

26. Withdrawal of Bids:

The bidder may withdraw its bid after the bids submission and prior to the deadline prescribed for opening of bids.

Opening & Responsiveness Determination of BIDS

27. Opening of Bids by the Procuring Agency:

a) All bids received, shall be opened by the procuring agency publicly in the presence of the bidders or their representatives on the date, time & venue prescribed in the Bid Data Sheet.

b) All bidders in attendance shall sign an attendance sheet.

c) The purchaser shall open one bid at a time & 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 & such other details as the purchaser, at its discretion, may consider appropriate if not in conflict with the KPK procurement of Goods, Works & Services Rules, 2014. Note: this method may be followed both at opening of technical and financial bids.

d) The procuring agency (Principal/Principal/Chief Executive SMC, Swat) shall have the minutes of the bid opening (technical & when applicable financial) recorded.

e) Bid security in the form of post –dated cheque in place of readily cashable financial instruments like Demand Draft, CDR etc. As required by the client.

- Bids having no primary documents e.g. Bids forms or as mentioned in the Bid Data Sheet.
- Bids accompanying no financial bid
- Bid validity document with days less than the prescribed period especially in the Bank –Guarantee submitted as BID security.
- Bid security presented on Bank – Guarantee Form having unauthorized tampering of the prescribed template, provided as Bid security, by the bidder's bank.

f) 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 bids.

Evaluation of Bids

28. Clarification of Bids:

During evaluation the bids, the procuring agency may, at its discretion, ask the bidder clarification of its bid. The request for clarification and response shall be in writing and no change in the prices or substance of the bid shall be sought, offered or permitted.

29. Preliminary Examination:

a) 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 generally in order.

b) In the financial bids the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price be corrected.

If the bidder does not accept the correction of the errors, its bid shall be rejected, and its bid security may be forfeited. If there is a discrepancy between words & figures

words shall be considered as per rule of the KPK Procurement of goods, works & services rules 2014.

The evaluation shall include all taxes & duties inclusive of local levies as a part of the price under rule KPK Procurement of Goods, Works & Services Rules 2014.

30. Evaluation of Bids in accordance with the Evaluation Criteria:

- a) 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.
- b) Prior to detail 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 & condition of the invitation for bid & the standard bidding documents without material deviations. Deviations from the critical provisions, such as those concerning applicable laws, taxes, and duties & internationally recognized best practices or imposition of conditionality's by the bidder shall be the deemed to be a material deviation for rendering a technical bid as nonresponsive. 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.
- c) 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.

31. Evaluation of Bids in accordance with the Evaluation Criteria:

- a) The procuring agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB clause above.
- b) All bids shall be evaluated in accordance with the evaluation criteria and other terms and condition set forth in these standard bidding documents (SBDs). Merit Point Average Evaluation Methodology shall be used to identify the most economically advantageous bidder.
- c) 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 the day.
- d) 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).
- e) 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 KPK Procurement of Goods, Works and Services Rules 2014 the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already Pre-qualified or not.

Warranty Certificate:

- Warranty is 3 years both with services and parts & next 2 years warranty without spare parts from manufacturer/supplier (Total 5 Years) for Birthing Simulator for skill lab of Saidu Medical College, Swat

32. Qualification of Bidders:

- a) Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.
- b) The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the highest ranking fair bid is qualified to perform the Contract satisfactorily.
- c) 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.
- d) An affirmative determination shall be a pre-requisite for award of the Contract to the Bidder. A negative determination shall result in non-qualification/ disqualification of the Bidder's bid, in which event the Procuring Entity shall proceed to the next highest ranking responsive bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- e) 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, miss-stated, miss-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 **Bid Data Sheet(BDS)** against his own quoted product or firm and fails to remedy such deficiencies, the said bidder shall be disqualified under KPK Procurement of Goods, Works and Services 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 KPK Procurement of Goods, Works and Services Rules 2014, for a stated or indefinite period of time.

33. Disqualification of Bidders:

The Procuring Entity may opt for arranging a Pre-Award Debriefing session to inform the non-qualified/disqualified bidders before the opening of financial bids of technically qualified bidders.

34. Rejection of Bids:

- a) The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid under KPK Procurement of Goods, Works and Services 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.
- b) The workability of a bid may depend, among other factors, upon the objectives of a procurement activity as specified in the **Bid Data Sheet (BDS)** wherein wider coverage for disease prevention, diagnosis or treatment of patients is required with intended cost-effective healthcare goods of high therapeutic value.
- c) The Procuring Agency incurs no liability, by virtue of its invoking ITB Clause 34.1 above towards Bidders who have submitted bids.
- d) Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

35. Grievances Redressed Mechanism:

Any bidder aggrieved by any act of the procuring entity may follow the two tier grievance redressal mechanism in the following manner.

- 1. File a complaint in writing to the head of procuring entity in accordance with prescribed procedure.
 - 2. File an appeal to the authority against the decision of the procuring entity within 15 days in accordance with the procedure.
- a) The decision of the authority on appeal shall be final.
 - b) Unless & until the two tier grievance redressal mechanism is exhausted, no court or any other authority shall take cognizance of the same & grant any injunction.

36. Re- Bidding:

- a) 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 KPK Procurement of Goods, Works & Services Rules 2014. Notice of rejection of the tender shall be given to all the bidders who submitted the bids.
- b) 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 KPK procurement of Goods, Works & Services Rules 2014.

37. De-Briefing Session for Access to Information on Evaluation Process:

Under KPK Procurement of Goods, Works & Services 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:

- 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, 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.

38. Contracting the Procuring Agency:

- a) Subject to ITB Clause 28 above, under KPK Procurement of Goods, Works & Services Rules 2014 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.
- b) 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 Procurement of Goods, Works & Services Rules 2014.

39. Contracting the Procuring Agency Confidentiality of the Tendering Process:

Under KPK Procurement of Goods, Works & Services 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.

Access to Record of Procurement Proceedings.

40. Maintenance of Record of Procurement Proceeding:

The Procuring Entity shall maintain the record relating to the procurement proceedings under Procurement of Goods, Works & Services Rules 2014. Record of such proceeding shall be made public on a specific request under only after the final selection of the highest ranking fair bid under KPK Procurement of Goods, Works & Services Rules 2014.

Award of Contract

41. Acceptance of Bid and Award Criteria:

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.

42. Procuring Agency's Right to vary quantities at the time of Award:

The Procuring entity may reject any or all bids communicating the reasons for rejections in writing to the authority at any time prior to the award of contract.

43. Notification of Award:

a) 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.

b) The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.

c) The enforcement of the Contract shall be governed by KPK Procurement of Goods, Works and Services Rules, 2014. The procuring Entity and the successful bidder shall sign a written contract within fifteen (15) days of the dispatch of the notice of acceptance of bid to the successful bidder.

d) 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 **Bid Data Sheet (BDS)** under Procurement of Goods, Works and Services Rules, 2014 and within the time specified in the **Bid Data Sheet (BDS)**.

e) 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.

44. Limitation on Negotiation:

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.

Negotiations shall not be used to:

substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the Bidder or the performance of the goods, substantially alter the terms and conditions of Contract; reduce unit rates or reimbursable costs; substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or proposals alter the submitted financial bid.

45. Signing of Contract:

a) Within fifteen (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 KPK

Procurement of Goods, Works and Services Rules, 2014.

- b) Review against a contract award shall be carried out in accordance with Rule 43 of the KPK Procurement of Goods, Works and Services Rules, 2003.
- c) 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.
- d) The Contract shall become effective upon affixation of Signature of the Purchaser and the selected Bidder on the Contract document, and shall be governed for the period specified in the **Bid Data Sheet (BDS)** and by the terms and conditions mutually agreed in the contract.

46. Performance Security:

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 **Bid Data Sheet (BDS)**, on the Form and in the manner prescribed by the Procuring Agency in Part-Two: Section-IV of these Standard Bidding Documents within the time prescribed in the **Bid Data Sheet (BDS)**.

- a) 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.
- b) 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 highest ranking fair bidder or call for new bid.

47. Corrupt or Fraudulent Practices:

The Government of Khyber Pakhtunkhwa requires that procuring agency's (including Beneficiaries of donor agencies' loans) as well as Bidders/Suppliers/Contractors under Government –financed contracts, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with KPPRA Act 2012 and Rules made there under:

Defines, for the purposes of this provision, the terms set forth below as follows:

- i) Corrupt practices means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and

ii) “fraudulent practice” means a misrepresentation of Facts in order to influence a procurement process or the execution of a contract to the determinant of the procuring agency, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the procuring agency of the benefits of the free and open competition.

iii) Will reject a proposal for award if it determines that the bidder recommended for award is engaged and corrupt or fraudulent practices in competing for the contract in question.

iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Govt financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Govt financed contract.

Furthermore, the bidder shall be aware of the provisions stated in general conditions of contract.

48. Integrity Pact:

The bidder shall sign and stamp the integrity pact provided at form 07 to bid in the bidding documents for all provincial government procurement contracts exceeding rupees ten million.

Part-One Section-II

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

The general conditions of contract in part one section II read in conjunction with the special condition of contract part two section III and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties .

The general conditions of contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the special conditions of contract in part-two section –III.

1. Definitions:

In this Contract, the following terms shall be interpreted as indicated:

- 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.
- b) The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
- c) The Goods” means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.
- 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 up to the desired destinations, installation and other such obligations of the Supplier covered under the Contract.
- e) GCC” mean the General Conditions of Contract contained in this section.
- f) SCC” means Special Conditions of the Contract.
- g) The Purchaser” means the Client as mentioned in the SCC.

The Supplier” means the individual or firm supplying the goods under this Contract.

“Day” means Calendar day.

2. Application:

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of origin:

a) 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 countries and territories eligible under the rules and further elaborated in the SCC.

b) 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.

4. Standards:

- a) The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
- b) 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.
- c) 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.
- d) 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.

5. Use of Contract Documents & Information:

- a) 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 as far as may be necessary for purposes of such Performance.
- b) 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.
- c) 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.
- d) The Supplier shall permit the Purchaser to inspect the Supplier’s accounts and records relating to the performance of the Supplier.

6. Patent rights:

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.

7. Performance security:

- a) Within ten (10) 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.
- b) 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.
- c) 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:
 - i) 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
 - ii) A cashier's or certified check.
- d) The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (60) days following the date of completion of the Supplier's performance/guarantee period. Obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Submission of Samples:

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.

9. Ensuring Storage Arrangements:

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.

10. Inspections & tests:

- a) The Purchaser or its representative shall have the right to inspect and/or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
- b) All costs associated with testing shall be borne by the Supplier.
- c) 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.

- d) Nothing in GCC Clause 10 shall in any way release the Supplier from any warranty or other obligations under this Contract.

11. Packing:

- a) 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.
- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, Including additional requirements, if any, specified in **SCC**, and in any subsequent instructions ordered by the Purchaser.

12. Delivery & Documents:

- a) The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
- b) The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
- c) 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.

13. Insurance:

The supplier shall be solely responsible for Insurance of the Goods subject to the contract.

14. Transportation:

- a) 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.
- b) All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.

15. Incidental Services:

The Supplier shall be required to provide the incidental services as specified in the **SCC** and the cost of which is included in the total bid price.

16. Spare parts:

As specified in **SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- 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
- b) In the event of termination of production of the spare parts:
- c) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements and
- d) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specification of the spare parts, if requested.

17. Warranty:

- a) All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the **SCC**.
- b) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

18. Payment:

- a) The purchaser shall make payments to the Supplier in Accordance with the conditions set forth in the Payment Schedule agreed in **SCC** and annexed to this contract.
- b) The currency of payment shall be Pakistan Rupee.

19. Prices:

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.

20. Change Orders:

- a) 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:
 - i). Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii) The method of shipment or packing;
 - iii) The place of delivery; and/or
 - iv) The Services to be provided by the Supplier.
- b) 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 (60) days from the date of the Supplier's receipt of the Purchaser's change order.

21. Contract Amendments:

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

22. Assignment:

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.

23. Subcontracts:

The Supplier shall not be allowed to sublet and award Subcontracts under this Contract.

24. Delays in the Supplier's Performance:

- a) 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.
- b) 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.

25. Liquidated Damages & Penalties:

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 SCC, unless the parties to this contract mutually agree for extension of time. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part Thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 26. 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.

26. Termination for Default:

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 SCC in whole or in part:

(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

(b) If the Supplier fails to perform any other obligation(s) under the Contract.

(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.

For the purpose of this clause Corrupt and fraudulent practices means: *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.”

27. Force Majeure:

- a) Notwithstanding the provisions of GCC Clauses 24, 25 & 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 miss-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.
- b) 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.
- c) 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.

28. Termination for insolvency:

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.

29. Termination for Convenience:

- a) 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.
- b) 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:
 - i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - ii) 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.

30. Arbitration & resolution of disputes:

- a) 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.
- b) 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.
- c) In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time) in a court of relevant jurisdiction as mentioned in the SCC.

31. Governing language :

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.

32. Applicable laws:

This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

33. Notices:

- a) Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.
- b) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

34. Taxes & duties:

All taxation, whether International, Federal, Provincial or local, shall be borne by the Supplier.

INVITATION FOR BIDS.

PROCUREMENT OF BIRTHING SIMULATOR FOR SKILL LAB OF SAIDU MEDICAL COLLEGE, SWAT FOR THE YEAR 2022-23

1. The Principal/Principal/Chief Executive Saidu Medical College, Swat invites sealed bids under national competitive bidding from manufacturers & importers & authorized dealers/distributors for the Procurement of Birthing Simulator for Skill lab of Saidu Medical College, Swat during the current financial year 2022-23
2. Bidding shall be conducted through **Single Stage –Two Envelopes Bidding Procedure** comprising a single package containing two envelopes as per KPPRA rules -2014. Each envelope shall contain separately technical and financial bid clearly marked in bold & legible letters. The bidders are bound to provide complete information along with its postal as well as valid email address and phone numbers on each of the respective envelope.
3. Interested manufacturer & importers & authorized dealers/distributors must obtain complete set of bidding documents from the office of the Principal/Chief Executive Saidu Medical College Swat during office hours on any working day against the non-refundable cash payment of Pak **Rupees Three thousand per application form.** Original receipt of the paid amount must be attached to technical bid inside its sealed envelope. The bidding documents can also be downloaded from the official website of Saidu Medical College, Swat. www.smcswat.edu.pk. & www.kppra.gov.pk.
4. A pre-bid meeting with the interested bidders will be held on **Dated 12-06-2023 at 10:30AM** in the office of the Principal/Chief Executive Saidu Medical College, Saidu Sharif Swat.
5. Interested Bidders must submit sealed bids to the office of the Principal/Chief Executive Saidu Medical College, Saidu Sharif Swat on **or before Dated 22-06-2023 at 10:00 AM**, which will be opened on the same day **at 11:00 AM** in the presence of those bidders or their representatives, who choose to attend the process. Bid submitted **after 10:00 AM** shall not be entertained.
6. Financial bids must be accompanied with bid security as per detail given in the bid data sheet in the name of the undersigned. Ordinary Cheque in the form of bid security will result in the bid rejection summarily.

7. Technical bid must be accompanied with a photocopy of the bid security (not showing the amount) or an Affidavit on Judicial Stamp paper to the effect that bid security as per Bid data sheet is attached in the financial bid.
8. Bid must be computer typed & printed and the offered bid price must be written both in words & figures. Bid price / Quotations with cutting and over writing shall not be accepted to the extent of that quoted item.
9. The technical proposal shall contain all the details in accordance with standard specifications of items/goods mentioned in the schedule of Requirements (SOR) which must be supported by original catalogue /brochures. All bidders are also required to submit the relevant detail of technical proposal and required documents in soft copies (CD/DVD/USB) duly labeled by permanent marker with the name of bidder/firm.
10. The undersigned reserves the right to reject any or all the bids as per provision contained in rules 47 of KPPRA procurement rules 2014.

**PRINCIPAL/CHIEF EXECUTIVE
SAIDU MEDICAL COLLEGE, SWAT.**

Bid Data Sheet

ITB Ref	Description	Detail
ITB Clause 1.1	Bid Reference number	Principal/Chief Executive Saidu Medical College, Swat for the Purchase of Birthing Simulator for skill lab of Saidu Medical College, Swat for the Financial year 2022-23
ITB Clause 2.1	Name of client & source of funds	Principal/Chief Executive Saidu Medical College, Swat.
ITB Clause 3.1	Name of Goods	Birthing Simulator for Skill Lab of Saidu Medical College
ITB Clause 6.1	Commencement date of provision of bidding document	_____
ITB Clause 6.1	Closing date of BID	<u>Dated:22-06-2023 till 10:00AM</u>
ITB Clause 9.1	Bidding procedure	Single Stage Two Envelope Procedure
ITB Clause 9.2	Method determining the successful bidder	Highest ranking fair bid. (Bidder securing highest marks in the technical and financial evaluation).
ITB Clause 11.1	Clarification(S) on bidding document	Principal/Chief Executive Saidu Medical College.
ITB Clause 13	Language of bid	English
ITB Clause 14.2	Specific description of goods in the bidding documents	Specification Mentioned at last.
ITB Clause 15.4	Bid price	Bid price shall be inclusive of all duties & taxes for F.O.R and U.S Dollar or any other Foreign Currency .
ITB Clause 16	Currency of bid	Birthing Simulator for skill lab

ITB Clause 18.1	Name of the bid form(s)	<ul style="list-style-type: none"> - Bid Cover Sheet - Bid form-1 - Bid form-2 - Bid form-3A for manufacturer - Bid form-3 B for importer - Bid form-4 - Bid form-5
		Failure to submit bid forms shall render the bidders non-responsive.
ITB Clause 18.2	Technical Bid Performa	Sample bid evaluation Performa: Suppliers of Equipment, Instruments and Electronics.
ITB Clause 19.1	Documents required in the Technical & Financial Evaluation Criteria & requisite Bid Forms	<ul style="list-style-type: none"> -Product conformance certificate -product performance certificates -firms legal status certificates -Firms taxation certificates -firms technical resource certificates -firms networking documents -firms warranty certificates Firms post warranty maintenance certificates
ITB Clause 20	Amount of bid security /earnest money	2% of the bid price in the name of Principal/Chief Executive Saidu Medical College, Swat.
ITB Clause 21	Bid validity period	150 days after opening of the bid.
ITB Clause 25	Last date & time for the receipt of bidding document	<u>Dated:22-06-2023 till 10:00AM</u>

	Late bids	Any bid received by the procuring agency after the deadline in Bid data Sheet, will not be acceptable and will be rejected and returned unopened to the bidder.
	Date, time and venue of opening of Technical Bids	<u>Dated:22-06-2023 at 11:00 AM</u> Saidu Medical College, Saidu Sharif Swat
	Pre bid meeting	<u>Dated:12-06-2023 at 10:30 AM</u> in Saidu Medical College, Saidu Sharif Swat
ITB Clause 41	Duration of contract	Financial year 2022-23
ITB Clause 44	Performance guarantee/performance security	The performance security shall be 10% of the total contract price quoted and Shall be submitted in the name of Principal/Chief Executive Saidu Medical College, Saidu Sharif Swat

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)

- The Goods are: Birthing Simulator for skill lab of Saidu Medical College, Swat
- Non-ADP Self Finance Project 2022-23.
- The Purchaser is: Principal/Chief Executive Saidu Medical College, Swat.
- The Supplier is: _____

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in part 2 section VIII of SBD, “eligibility for the provisions of goods, works, and services.”

3. Standards (GCC Clause 4)

- The quoted product, at the time of delivery, shall conform to the standards as Prescribed in the Technical Evaluation Criteria.

4. Performance Security (GCC Clause 07)

- The amount of performance security shall be: **Ten (10) percent of the Contract Price.**
[The following provision shall be used in the case of Goods having warranty obligations.
- After delivery and acceptance of the Goods, the Performance Security shall be returned after successful completion of the contract in accordance with Warranty.

5. Inspections and Tests (GCC Clause 10)

Inspection and tests prior to delivery/shipment of Goods and at final acceptance are as follows:

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 prequalification/preliminary assessment and bid evaluation. The procuring agency shall have the right to inspect the goods before shipment or in a previous place of installation of the equipment. All the expenses will be borne by the bidder. Final acceptance by Principal/Chief Executive Saidu Medical College, Swat.

6. Packing (GCC Clause 11)

Applicable as required by the Purchaser.

7. Delivery and Documents (GCC Clause 12)

- Delivery/Supply Period of the intended goods shall be **90 Days** for CNF and **60 Days** for FOR.
- *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:

- Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount.
 - 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, railway consignment note, a road consignment note, or a multimodal transport Document) which the buyer may require to take the goods;
 - Copies of the packing list identifying contents of each package
 - Insurance certificate
 - Manufacturer's or Supplier's warranty certificate
 - Inspection certificate, issued by the nominated inspection agency and the Supplier's Factory inspection report; and (vii) Certificate of origin.
- *Applicable Delivery Mode: **Delivered Duty Paid (DDP) of Inco terms2011***

8. Insurance (GCC Clause 13)

- 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 10 years after the installation of the medical equipment.

10. Warranty (GCC Clause 17)

- Warranty is 3 years both with services and parts & next 2 years warranty without spare parts from manufacturer/supplier (Total 5 Years) Birthing Simulator for skill lab of Saidu Medical College, Swat.

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)

- The method and conditions of payment to be made to the Supplier under this contract shall be as follows:

Payment for Goods supplied:

Payment for equipment supplied under C&F:

100% payment will be released to the principal after submission of the following Documents.

- i. Bill of lading
 - ii. Commercial Invoice
 - iii. Packing List.
 - iv. Insurance Cover Note
 - v. Manufacturer inspection report
- etc.

20% payment of the supply order must be submitted to the procuring entity in the shape of security defined in these standard bidding documents which will be released to the bidder after successful installation of three months.

Payment for equipment, Instrument & other hospital supplies supplied under FOR:

100% payment will be released to the manufacturers/importer after submission of the following Documents subject to the inspection report submitted by Inspection Committee to the purchaser.

- i. Delivery Challan.
- ii. Invoice and copies.
- iii. Income Tax Exemption Certificate, Sales Tax Invoice.
- iv. 1% Stamp Duty Deduction Certificate.

Liquidated Damages & Penalties (GCC Clause 25)

In case the firm failed to complete the supply till due date a penalty as per detail below will be charged from the firm.

1. Penalty @ 1% for late supply up to 15 days.
2. Penalty @ 3% for late supply from 15 to 30 days.
3. Penalty @ 7% for late supply from 30 to 60 days.

Once the maximum is reached i.e. 60 days, the second party may consider termination of the contract and forfeiting of security, any other legal action may be taken accordingly.

12. Termination of Contract (GCC Clause):

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 forfeit Supplier's Performance security.

13. Disputes Resolution (GCC Clause 30).

- The dispute resolution mechanism to be applied pursuant 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 **Saidu Sharif Swat, Khyber Pakhtunkhwa**.

14. Governing Language (GCC Clause 31).

- The Governing Language shall be: **English. In case of any document in another language, accurate translation is mandatory (especially in case of MHLW /JIS).**

15. Applicable Law (GCC Clause 32).

- The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:
 - KPK Procurement of Goods, Works & Services Rules 2014
 - The Drug Act 1976
 - The Arbitration Act 1940
 - The Contract Act 1876
 - The Employment of Children (ECA) Act 1991
 - The Bonded Labor System (Abolition) Act of 1992
 - The Factories Act 1934

16. Notices (GCC Clause 33)

- Purchaser's address for notice purposes:
- Principal/Chief Executive Saidu Medical College, Swat.
- With his office at Saidu Medical College, Saidu Sharif Swat. Telephone 0946-9240134.

17. Duties & Taxes (GCC clause 34) The Unit price quoted by the bidder shall be: **inclusive** of all duties and taxes.

Section-IV
Schedule of Requirements.
Instructions Related Birthing Simulator for skill lab of Saidu Medical College, Swat

- As detailed in this document, 02% bid security for the above mentioned lots shall be submitted by each bidder on the total quantity of items in a lot for which bid is being submitted.
- Any one of the following three product/item specific valid international certificates (FDA/MHLW/CE, MDD) shall be mandatory for the items included in Birthing Simulator for skill lab of Saidu Medical College, Swat
- It is further clarified that the bid not possessing any one of the above mentioned certificates for lot No. 1 shall be disqualified for this bidding competition.
- The mode of provision of bid security shall be in accordance with the modalities as laid down in the relevant KPPRA rules and this SBD.
- In case of imported items, the importers should provide valid Manufacturer Authorization certificate for their quoted products. Non provision of Manufacturer Authorization certificate would lead to disqualification of firm for the quoted item sub authorization will only be accepted for Electronics.
- All certificates (i.e. manufacturer authorization, ISOs, CE MDD, US FDA, and JIS/MHLW) and data/documents shall be valid. T&E committee will carry out the verifications before award of contract and in case of any fraudulent practice; legal action will be taken against the bidder concerned.
- The procuring agency at any stage of the procurement proceedings, having credible reasons/evidence of any defect in supplier's capacities may require the supplier to provide information concerning their professional, technical, financial, legal of managerial competence. The schedule for the supply of goods shall be as under:
Within 90 days of the supply order for imported items. Within 60 days of the supply order for local items.
- The bidder must quote the prices in PKR FOR and in US\$/Foreign currency of the country manufacturer in CNF mode.
- Proper submission of bids with compliance comparison sheet according to technical evaluation criteria is essential.
- All mandatory and required certificates should be submitted in proper sequence as per the evaluation criteria of SBD. No irrelevant documents should be given in the submitted bid as this makes the evaluation process difficult. No changes / documents will be accepted after the bid has been submitted.
- Demonstration of the birthing simulator will be required in Saidu Medical College, Swat before Technical Committee/end user or any other place on the firm expenses.

Evaluation Criteria for Procurement of

Birthing Simulator for skill lab

Saidu Medical College, Swat

Merit Point Evaluation Method will be applicable.

Lot No: 1

Attention: The bidders must carefully read the instructions in the **Bid Data Sheet & Special Conditions of Contract** and in the **Evaluation Criteria** of the SBDs to submit the requisite documents in the sequence indicated in the Evaluation Criteria as per their Serial Number below and must place the said documents by creating nine sections in their Technical Bids for evaluation purpose. On-compliance to the stated instruction may lead to their technical disqualification.

Bidders shall submit the soft copies of the Technical Bid Proforma relating to their category on CD. Non-compliance to this requirement shall lead to technical disqualification of the bidders.

(Technical Evaluation Marks: 100)

S #	Parameters	Sub-parameters	Total
	Product Evaluation		Marks: 66
	Conformance Specifications		
1	Compliance to Purchasers Specifications		
		Fully compliance with the required specifications as per statement of Requirement (Up to a maximum of four Minor deviations may be accommodated subject to the condition that main function and performance in any aspect would not affected. However, up to four Marks will be deducted, one mark for every minor deviation).	34(34)
2	Special Features		
	Two Marks Each (Max 04 Marks)	Any special features which may enhance the intended performance of the equipment including the value added item provided as Free of Cost will be given additional Marks. This decision will be taken by the Technical Advisory & Evaluation Committee. (TAEC).	04(38)
3	Product Certifications		
3.1		(ISO, or any relevant certificate for manikins, one of the certificates is mandatory)	06 (44)

3.2	Demonstration	Demonstration on actual model and physical inspection of the model. If demo is organized outside SMC Swat, all the expenses incurred on the visit of the committee for demo will be borne by the bidder/firm, (the committee members nominated for inspection of workshop will make video recording i.e. expert in Surgery, Medicine and a Bio-Medical/Electro Mechanical Engineer).	10(54)
4	Product's Local Performance		
	Three Marks Each (Max 06 Marks)	Three marks for each satisfactory performance certificate for Manikins / Simulators from any recognized Public / and reputed Private Institute of Pakistan (Having Similar project previously done)	06(60)
5	Warranty Period		
		03 Years with Parts & Services and 02 Years Without Parts, a total of 05 years.	Mandatory
6	Post warranty	The firm must quote post warranty in percentage. The Lowest one will get full marks..	06 (66)
		Total Score of the Product Evaluation	66(66)
	Firm Evaluation		Total Marks: 34
1		Personnel/Human Resource	
1.1	02 Marks for Each Max 04 Marks	Associate Engineer with Diploma of Associate Engineer.	04(4)
1.2	04 Marks for Each Max 12 Marks	Graduate Engineer duly registered with PEC with	12 (16)
1.3	04 Marks for Each Max 08 Marks	MBBS Doctor/Professionally trained personal having Minimum 2 years relevant experience.	08 (24)
2	Workshop/office Facility for Testing/Calibration of Equipment.		
	Workshops/Office	For KPK workshop 05 Marks. At National Level. 05 Marks.	10 (34)

3	Mandatory Clauses for Firms Qualifications		
3.1		Willingness to permanently deploy Qualified Engineer having experience to handle the similar products on - site at SMC for Two Years after award of Contract.	Preferences will be given.
3.2		3D Layouts should be provided by the quoting firm that shows the complete design of Simulation Lab mentioning the Simulator placements (Architectural Drawings & Visit of the actual Lab can be provided on request from technical staff). All the relevant tools / items / accessories or any other essentials required for the persistent care of the simulators and manikins will be the responsibility of the bidder.	No Marks as Being Mandatory
		Total Score of the firm	34(34)
	A+B	Total Technical Score	66+34=100

Total Marks in Technical Criteria: 100 Qualifying

Percentage in Technical Criteria: 70% Qualifying

Marks: 70

This scoring criteria will be 80 % for technical and 20 % for financial (weightage).

Financial Criteria (20 Marks):

S No.	Parameters	Sub-Parameters	Total Marks: 20
		Price	20
		Lowest Price will get full marks. The formula to calculate the marks for the price submitted is: [Lowest Price (Fm)/Price of Bid under consideration (F)] x100 x 0.20	20

Total Marks (Technical Criteria + Financial Criteria): 100

The bidders achieving a minimum of **70** marks (i.e., **70%**) out of 100 marks in the Technical Evaluation will be declared technically qualified. Financial bids of only technically qualified bidders will be opened publicly at the time to be announced by the Procuring Agency. The Financial Bids of technically disqualified bidders will be returned un-opened to them.

Index Lots

S.No	Description
01	BIRTHING SIMULATOR FOR SKILL LAB OF SAIDU MEDICAL COLLEGE, SWAT

BIRTHING SIMULATOR FOR SKILL LAB OF SAIDU MEDICAL COLLEGE, SWAT

S.No	Specification	Qty
1-	<p>Description</p> <p>Child birth simulators have been an integral part of Maternal and Child health programs which provide comprehensive teaching system with its advanced technology.</p> <p>The advance child birth simulator is designed to provide a complete birthing experience before, during and after delivery. The birthing simulator should have 4 umbilical cords, 4 dilating cervices soluble silicon lubricant, instructor manual and carrying bag.</p> <p>birthing simulator features:</p> <p>Birthing simulator with Blue Neonate</p> <p>Practice of postpartum suturing on valval inserts</p> <p>New postpartum haemorrhage and palpation module</p> <p>Practice of shoulder dystocia interventions</p> <p>Full size articulating female</p> <p>Intubatable airway with chest rise</p> <p>IV arm for meds/fluids</p> <p>Removable stomach cover</p> <p>Practice Leopold Maneuvers</p> <p>Multiple fetal heart sounds</p> <p>Automatic birthing system</p> <p>Measure head descent and cervical dilation</p> <p>Multiple placenta locations</p> <p>Replaceable dilating cervices</p> <p>One articulating birthing baby with placenta</p> <p>One resuscitation baby with intubatable airway and umbilical catheter site</p> <p>For a complete and realistic labor and birthing process use birthing simulator.</p> <p>Full additional marks for wireless control features</p> <p>Gynae bed / delivery bed</p> <p>Complete with all accessories</p>	

Note: -

The firm should be responsible to arrange a demo for End User/Technical Committee before financial opening on his (firm) expenses.

Section-VII
STANDARD FORMS

BID COVER SHEET

BID FORM-1

General Information of Applicant Firm

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

S.No.	Name of the Bidding Firm:	
1.	<p>Please indicate whether the firm is:</p> <ul style="list-style-type: none">• Manufacturer, or• Importer, or• Both; <p>For various items offered for this bidding competition.</p>	
2.	<p>Please indicate the categories under which the Firm is applying for bidding</p> <ul style="list-style-type: none">• Machinery & Equipment• Instrument/ other Hospital supplies• Both	
3.	<p>Please provide names, attested copies of CNICs, two recent attested photographs, valid street addresses in Pakistan, all landline and mobile phone numbers of:</p> <ul style="list-style-type: none">• Owner/Proprietor of the Firm; and• Managing Director / CEO of the Firm; and• Focal person officially made responsible and authorized by the Firm for day-to-day official correspondence with Principal/Chief Executive Saidu Medical College, Swat.• (Please provide clear, legible and visible attested photocopies	

S.No.	Name of the Bidding Firm:	
4.	<p>Please provide the following valid information</p> <p>Regarding applicant Firm:</p> <ol style="list-style-type: none"> Complete street address of the: <ul style="list-style-type: none"> Head Office Main warehouse; and Valid & working official Landline Phone and Fax Numbers; and the following contact details <ul style="list-style-type: none"> Mobile Numbers of the Focal Person registered against his /her CNIC No. & name Valid and functional Email address; and Official Website address. 	
5.	<ul style="list-style-type: none"> Please provide in original the bid security instrument along with the Financial Proposal in the sealed envelope in the form of valid Call Deposit Receipt / Bank Draft / Bank Guarantee of the requisite amount from a scheduled Bank of Pakistan in the name of Principal/Chief Executive Saidu Medical College, Swat. Non-provision of bid security shall render the bid as non-responsive. However, please provide a copy of bid security (not showing the amount) or an affidavit on judicial stamp paper of appropriate face value in the sealed envelope of the technical proposal to the effect that the bid security of the required amount (without mentioning the amount of bid security) has been inside the sealed envelope of the financial bid. 	
6.	<p>Please provide attested copies of the following Tax related mandatory documents:</p> <ul style="list-style-type: none"> National Tax Number (NTN) Sales Tax Registration Certificate of the Firm 	
7.	<p>In case of being manufacturer, the Firm should provide attested copies of the following mandatory documents also:</p> <ul style="list-style-type: none"> Duly attested copy of valid Certificate from Chamber of Commerce of the respective country 	
8.	<p>In case of being importers, the Firm should provide copies of the following mandatory document/s also:</p>	

9.	<ul style="list-style-type: none"> • The bidding Firm should also provide an Affidavit to undertake on Judicial Stamp Paper of the value of at least Rs. 100/- (Rs. One Hundred Only) to the effect that: • They have carefully read the whole set of Standard Bidding Documents for this bidding competition and that they have fully understood and agree to the terms and conditions, evaluation criteria, mechanism of evaluation & selection of items for which the Firm has applied for competition; and • They fully understand and agree that the bidding competition for which they have applied to enter. <p>Be based on merit-based scoring system for the evaluation of technical bids which has inverse relationship with the rates quoted by the bidders in their financial bids submitted; and that in this situation, the lowest financial bid/s may or may not win the bidding competition; and</p> <ul style="list-style-type: none"> • They guarantee that the quoted items are and will be freely available in the market of Pakistan; and Particularly the market of Khyber Pakhtunkhwa Province; and • They shall provide the evaluating teams authorized for the purpose by the Health Department Khyber Pakhtunkhwa; an uninterrupted and free access to all relevant documents, sections of the manufacturing facilities and warehousing facilities as well as any other area relevant to the purpose of such teams in their opinion; and • In case any documents submitted in relation to this bidding competition or any undertaking given by the firm, if found incorrect or false or misleading or diverting the decision making for the competition, shall be liable to be proceeded for blacklisting for any business with / by the Government of Khyber Pakhtunkhwa, Health Department, confiscation of bid security and / or any other lawful action as deemed appropriate by the Government of Khyber Pakhtunkhwa.
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10.	<p>I certify and affirm that I have attached all the requisite mandatory documents / information including Bid Security with this Bid and that I fully understand that any document if not provided / missing shall result in the disqualification and declaring my bid as ineligible and thus non -responsive.</p> <p>Signatures: _____</p> <p>Name: _____</p>
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BID FORM 2

Letter of Intention

Bid Ref No: _____

Date of the Opening of Bids: _____

To: Principal/Chief Executive Saidu Medical College, Swat.

Name of the Contract: Procurement of Medical equipment, instruments and Electronics, Community & forensic Models, Anatomy Charts etc.

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 3
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 bidder / manufacturer is not blacklisted or facing debarment from any Government, or its organization or project.
- 8) The undersigned has no dispute anywhere in the province regarding supplies.
- 9) The undersigned agree to give warranty with repair and parts for 03 years and after sale service without parts for 02 years. (Total services for 05 years, the firm will be bound to do so in the larger public interest in order to give maximum benefit to the masses by making the equipment/instruments operational for a maximum period of time).

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

Signed

Note: **The affidavit must be on judicial stamp paper by the Executive of the Firm & Attested by Oath Commissioner.**

BID FORM 4

MANUFACTURER'S AUTHORIZATION:

To: [Principal/Chief Executive Saidu Medical College, Swat]

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: -----.

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 5A

PRICE SCHEDULE FOR Birthing Simulator for skill lab of Saidu Medical College, Swat

Saidu Medical College, Swat.

GOVERNMENT OF KHYBER PAKHTUNKHWA.

Price Schedule for Birthing Simulator for skill lab of Saidu Medical College, Swat

Tender Name:

Due Date

Lot Number:

S. No.	Item Name and Description	Qty		Unit Price in Local Currency PKR (DDP/FOR).		Total Price in Local Currency PKR (DDP/FOR).

Total Amount of Lot in Local Currency PKR (DDP/FOR) in Figures					
Total Amount of Lot in Local Currency PKR (DDP/FOR) in words					

BID FORM 5B

PRICE SCHEDULE FOR LOT Birthing Simulator for skill lab of Saidu Medical College, Swat				
GOVERNMENT OF KHYBER PAKHTUNKHWA.				
Price Schedule for Birthing Simulator for skill lab of Saidu Medical College, Swat				
Tender Name:			Due Date	
Lot Number:				
S. No.	Item Name and Description	Qty	Unit Price PKR	Total Amount in PKR
Total Amount of Lot in Local Currency PKR in Figures				
Total Amount of Lot in Local Currency PKR in Words.				

Performance Guarantee

To: Principal/Chief Executive Saidu Medical College, Swat.

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 _____, 20

Signature and Seal of the Guarantors/ Bank

Address: _____

Date: _____

AFFIDAVIT
CONTRACT AGREEMENT
For Equipment.

This agreement is made on this day _____ for the fiscal year 2022-23 between
M/S _____

Address: _____

Through: Mr. _____ S/O: _____

CNIC No: _____ Designation: _____

Referred as 1st Party,

Which expression shall unless repugnant to the context mean and include his heirs, executors,

Administrators, successors, and assigns. And

The Saidu Medical College Saidu Sharif Swat, through its Principal, (hereinafter referred as 2nd Party which expression shall unless repugnant to the context mean and include his heirs, executors, administrators, and assigns.

Whereas the purchasing agency has made a bidding competition under approved standard bidding documents for the year 2022-23. (Hereinafter referred to as the SBDs) approved for the purchase of equipment, instruments, and IT\Electronics etc. (hereafter referred Saidu Medical College Saidu Sharif Swat) and

Whereas the supplier has won the bidding competition for selected items, as listed in supply order: and

Whereas the supplier declares that he is not a broker, middleman or acting on behalf of any entity or person, but himself a genuine manufacturer/ distributor / authorized dealer /direct importer of the item for which he has won the bidding competition for supply of the same to the purchasing agency, as defined in SBDs: and

Whereas the supplier (1st Party) shall supply all the items ordered by purchasing agency to the latter in the quantity as mentioned in the supply order to be issued by the purchasing agency within the time frame.

(Hereinafter referred as goods) out of the fresh stock to the 2nd party on the following terms and conditions: -

a. Terms and conditions:

1. 1st party **shall deliver and install** (in case of machinery) the stock at the premises and precincts of Saidu Medical College Saidu Sharif Swat. The specification, quality, quantity of goods shall be in conformity to **purchase order, which shall be made part of this agreement**. The first party shall include the ancillary services attached with goods.
2. The Goods supplied under this Contract **shall conform to the standards mentioned in the technical Specifications**, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
3. The Supplier may be required to provide **any or all the following services**, including additional services, if any, specified in contract:
 - i. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - ii. furnishing of tools required for assembly and / or maintenance of the supplied Goods;
 - iii. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - iv. performance or supervision or maintenance and/or repair of the supplied Goods, for a period indicated in purchase order, provided that this service shall not relieve the first party of any warranty obligations under this Contract; and
 - v. Training of the second party's personnel, at the first party's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
4. The firm will be liable to complete the supply within stipulated time limit i.e. **within 90 days** for the purchase under C&F and **60 days for purchase under FOR**, from the date of establishment of irrevocable clean L/C by confirming quality, quantity and timeline up to the entire satisfaction of 2nd Party.
5. The first party warrants that the Goods supplied under the Contract are **new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The first party further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or materials is required by the second party specifications) or from any act or omission of the first party, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of second party.**
6. The second party shall promptly notify the first party in writing of any claims arising under this **warranty**.
7. The second party, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the first party, **may terminate this Contract in whole or in part**:
 - a. if the first party fails to deliver any or all the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the second party; or
 - b. if the first party fails to perform any other obligation(s) under the Contract.
 - c. if the first party, in the judgment of the second party has engaged in corrupt or fraudulent

practices in competing for or in executing the Contract.

8. In case the firm failed to complete the supply till due date a **penalty** as per detail below will be charged from the firm.
 - a. Penalty @ 1% for late supply up to 15 days.
 - b. Penalty @ 3% for late supply from 15 to 30 days.
 - c. Penalty @ 7% for late supply from 30 to 60 days.

Once the maximum is reached i.e., 60 days, the second party may consider termination of the contract and forfeiting of security, any other legal action may take accordingly.

9. The 1st party shall be responsible for the **transportation and transportation charges**. The 1st party shall complete the supply and installation of goods within the stipulated period as mentioned in the supply order (imported items) from the date of execution of this agreement or as extended or reduce by the 2nd party. In case of failure of 1st party to supply the goods within the stipulated period, the 2nd party will be at liberty to make an alternate arrangement at the risk and cost of 1st party and the 1st party shall be liable to pay the entire cost/amount to the alternate supplier according to the demand of the 2nd party. In the event of commuting a default the 2nd party will be at liberty to take any Civil/Criminal action against the 1st party in accordance with law. A fine up to 10% of the purchase price shall also be inflicted against the first party.
10. The 1st party shall be responsible for any defect in goods or supply of goods. **The entire goods will be supplied free of defect and any charges and encumbrance of what so nature**. The 2nd party or its agent will be authorized at all reasonable times to view, check, and examine the conditions of the supplied goods.
11. Upon demand made by the 2nd party at any time or from time to time, to execute all such instruments, **deeds, or documents** which the 2nd party may in its sole discretion require, the 1st party will do the needful.
12. The 1st party will be responsible to furnish all such **information** as the 2nd party may at any time or from time to time may require relating to the position of goods and pecuniary liability of the 1st party or otherwise whatever.
13. The first party shall not, without the prior written consent of second party, **disclose** the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the second party in connection therewith, to any person other than a person employed by the first party in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
14. The first party **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.
15. 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, and in any subsequent instructions ordered by the second party.
16. The 2nd party will be **at liberty**, at all-time and shall have the right to return the goods,

provided/delivered by the 1st party with regard to quality quantity, value or otherwise fitness for use. Notwithstanding any contained hereinabove, it is hereby agreed by both parties that the 2nd party at all times be at liberty and shall have the right to cancel or reduce the quantity, without assigning any reason.

17. The 1st party shall be bound under this agreement to provide the comprehensive **warranty and services of equipment** which must be 5 (five) years both with spare parts and services from the date of installation. The 1st party shall be bound to keep available the spare parts **for 10 years**.
18. The 1st party shall deposit an amount of **10%** of the purchase price **as Performance guarantee**, which will be refundable after expiry of the period of warranty/guaranty and services after necessary adjustments.
19. The first party shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of **Force Majeure**. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. If a **Force Majeure** situation arises, the first party shall promptly notify the second party in writing of such condition and the cause thereof. Unless otherwise directed by the second party in writing, the first party shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
20. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party **in writing** or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in contract.
21. A **notice** shall be effective when dispatched on the given address of the supplier in contract via above means.
22. **Mode of Payment**

Mode of payment will be CNF and DDP/FOR, for Lot _____ payment mode will be C&F and **FOR Lot _____** and payment to the supplier shall be made only after completion of the supply, installation, and inspection of the goods.

a) Payment for equipment supplied under C&F:

100% payment will be released to the principal after submission of the following Documents

- vi. Bill of lading
- vii. Commercial Invoice
- viii. Packing List.
- ix. Insurance Cover Note

20% payment of the supply order must be submitted to the procuring entity in the shape of security defined in these standard bidding documents which will be released to the bidder after successful installation of three months.

b. Payment for equipment, Instrument & other hospital supplies Supplied under FOR:

100% payment will be released to the manufacturers/importer after submission of the following Documents and only after completion of the supply, installation, and inspection of the goods. Subject to the inspection report submitted by Inspection Committee to the purchaser.

- v. Delivery Challan
- vi. Invoice and copies
- vii. Income Tax Exemption Certificate, Sales Tax Invoice
- viii. 1% Stamp Duty Deduction Certificate

23. The goods shall be always open to inspection during the **contractual period**. The inspection of good shall be carried out by a representative from purchase, legal, quality control, finance or end using department.
24. Besides the above conditions the 1st party shall be bound to fulfill the **defacing** if found at any time and for the purpose shall be ready to sign and execute fresh agreement if needed.
25. **All clauses of GCC and SCC of the relevant SBD** which are not contradictory to all the clauses of this agreement would be part of this contract agreement.

26. Insurance

The goods supplied under the contract shall be fully insured, in freely to manufacturer or acquisition, transportation, storage and delivery, in accordance with the applicable incoterms or in the manner specified in the SCC given in the SBD. Insurance Certificate including the Transport Insurance will be provided by the supplier.

27. The First Party shall inspect the subject equipment/goods on **quarterly basis** for its better performance and maintenance.

28. Validity

This contract agreement shall be valid for representative **5 years** w.e.f successful installation of the mentioned equipment/goods and the 1st Party shall be responsible to make available the spare parts of the equipment/goods for 10 years in the market as explained in clause 17.

29. Bidder is bound to arrange a training session within the country for technical staff of minimum four persons including two Engineers and two end-users.

30. Settlement Of Disputes

The rules of procedures for arbitration proceeding pursuant to **GCC Clause 9 of SBD** shall be as follows.

In the case of a dispute between the procuring Entity and a Contractor who is a national of the Procuring entity's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Procuring Entities country.

In the case of a dispute between the Procuring Entity and foreign Contractor, the dispute shall be settled by arbitration in accordance with the UNCITRAL (United Nations Commission on International Trade Law) and their decision will be final in all respect and the 1st party will not be authorized to sue the 2nd party before any forum, court or tribunal anywhere.

IN WITNESS WHEREOF the parties above named have executed this agreement and have carefully pursued the terms and condition embodied.

31. After signing this contract, the 1st party, if found anywhere not fulfilling the requirements required for their supplied equipment/items; the procuring entity is authorized to take accordingly actions including blacklisting of such firms.

First Party

M/S _____

Name: _____

NIC No: _____

Address: _____

Second Party

**Principal & Chief Executive
Saidu Medical College
Saidu Sharif Swat.**

Witness 1 of First Party

Name: _____

CNIC No. _____

Address: _____

Witness 2 of 2nd Party.

Name: _____

CNIC No. _____

Address: _____

List of eligible countries

This procurement is open to goods from all countries except Israel.

The country of Origin and manufacturer must be USA/UK/CANADA/Europe/ Japan or equivalent

HOW TO APPLY:

1. Bid should be properly binded.
2. Document should be submitted in proper sequence according to the evaluation criteria.
3. There should be proper pagination.
4. Each and every page should be signed and stamped.
5. Broachers should be provided according to the quoted model/item.
6. All the required document should be submitted.
7. Irrelevant/unnecessary documents must not be submitted.
8. Valid product local performance certificates must be attached, supply orders and delivery Challan should not be attached as they will not be accepted.
9. Compliance comparison sheet will be appreciated to make the technical evaluation of the specifications convenient.