



**Government of Khyber Pakhtunkhwa
Health Department**

DRAFT BID SOLICITATION DOCUMENTS

FOR

**SUPPLY OF LIQUID OXYGEN MEDICAL GAS
FOR FY.2023-24
SAIDU GROUP OF TEACHING HOSPITALS, SWAT
*Ref.No.LOM.GAS-III***

JUNE 2023

Preface

These Standard Bidding Documents have been prepared for Procurement of Medical Equipment, Instruments and Hospital Furniture for Saidu Group of Teaching Hospitals, Swat through National Competitive Bidding (NCB) under Khyber Pakhtunkhwa Procurement Act 2012 and Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014.

These Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for this procurement accordingly.

The fixed part of the book carries the rules followed by Procurement Specific Conditions and Provision for the bid to be prepared. The fixed provisions in Part-I are Instructions to Bidders (ITB), Additional Instructions to Bidders and General Conditions of Contract (GCC) while Part-II having eight sections i.e.

- i. Invitation for bids
- ii. Bid Data Sheet
- iii. Special Conditions of Contract
- iv. Schedule of Requirements
- v. Technical Evaluation Criteria
- vi. Technical Specifications
- vii. Sample Forms
- viii. Eligible Countries

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

Table of Contents

Content (s)	Page #
Instructions to Bidders	3 to 20
General Conditions of Contract (GCC)	21 to 28
Invitation for Bids	29
Bid Data Sheet	30
Special Conditions of Contract	31 to 34
Lists of Required Items	35
Eligibility Criteria	36
Technical Evaluation Criteria	37
Sample Forms	38 to 46
Integrity Pact	46

A. Instructions to Bidders (ITB)

1. Scope of Bid

1.1 The Saidu Group of Teaching Hospitals, Swat, Health Department Govt. of Khyber Pakhtunkhwa invites bids for supply of Goods specified in the Schedule of Requirements along with Technical Specifications and related services incidental thereto to meet the requirement of (SGTH) with Bid Reference Number for the procurement activity as mentioned in **Bid Data Sheet (BDS)**.

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

2. Source of Funds

2.1 The Procuring Entity has arranged funds from the Government of Khyber Pakhtunkhwa towards the cost for the Supply LIQUID OXYGEN MEDICAL GAS for SAIDU GROUP OF TEACHING HOSPITALS SWAT, Government of Khyber Pakhtunkhwa and it is intended that part of the proceeds of this fund will be applied to eligible payments under the Contract for which this Bidding Documents are issued.

2.2 The funds referred to above in addition shall be "Public Fund" which according to 2 (l) of KPP Rules 2014 means (i) Provincial Consolidated Fund; (ii) foreign assistance; (iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government.

2.3 Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Khyber Pakhtunkhwa., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

3. Eligible Bidders.

3.1 Only Liquid Oxygen Medical Gas Manufacturer are eligible to participate in the tender.

3.2 The bidder should have minimum five (05) years' experience to supply Liquid Oxygen Medical Gas in the market similarly as manufacturer, it is

mandatory that the item to be quoted by the bidder/manufacturer should have availability in the market minimum for the last two (02) years. Documentary proof shall have to be provided in this regard.

3.3. The bidder should provide brand new large capacity of VIE Tank i.e. 20 ton along with vaporizer & online product monitoring system (Telemetry) Documentary proof shall have to be provided in this regard.

3.4 The bidder should have company maintained storage backup for the emergency requirement of products. Documentary proof shall have to be provided in this regard

3.4 This Invitation for Bids (IFB) is open to all eligible/Pre-Qualified manufacturers 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.

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

3.6 The Importer/Agent must possess valid authorization from the Manufacturer and shall have to submit a copy of License/ Memorandum of Association/Partnership deed registered with the Registrar of Companies. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Bid Form 3B: Section IV of these Standard Bidding Documents to the effect that they are the pre-qualified Manufacturer of the required specifications of Goods.

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

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

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Standard Bidding Documents ; or

(b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 15.6 of these Standard Bidding documents. However, this does not limit the participation of subcontractors in more than one bid.

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

4. Corruption and Fraud.

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

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

4.3 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014.

5. Eligible Goods and Services.

5.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.

5.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

6. Cost of Bidding.

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

B. The Bidding Procedure

8. The Governing Rules.

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

9. Applicable Bidding Procedure.

9.1 The bidding procedure is governed by Rule 06 (2) b “Single Stage two- envelop tendering” Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services (KPPRA Rules, 2014.) Bidders are advised also to refer to the **Bid Data Sheet (BDS)** to confirm the Bidding procedure applicable in the present bidding process.

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

Two Envelope Procedure

- i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- ii) the envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- iii) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened; technical proposal is to determine the technical strength and consideration of the illegibility of the firm for the bidding process, which is to be carried out before the opening of the financial bids.
 - iv) the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of SGTH, Swat, without being opened;
- v) the procuring agency (Medical Superintendent, SGTH, Swat), shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
- vi) during the technical evaluation no amendments in the technical proposal shall be permitted;

- vii) the financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;

- viii) After the evaluation and approval of the technical proposal the procuring agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective Bidders; and

- ix) The bid found to be the lowest evaluated bid shall be accepted

C. The Bidding Documents

10. Contents of the Bidding Documents

10.1 The bidding documents include:

- a) Instructions to Bidders (ITB)
- b) Bid Data Sheet
- c) General Conditions of Contract (GCC)
- d) Special Conditions of Contract (SCC)
- e) Schedule of Requirements
- f) Technical Specifications
- g) Bid Form and Price Schedules
- h) Bid Security Form
- i) Contract Form
- j) Performance Security Form
- k) Manufacturer's Authorization Form

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

10.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

11. Clarification(s) on Bidding Documents.

11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the procuring agency (Medical Superintendent, SGTH, Swat), in writing at MS SGTH, Swat address indicated in the **Bid Data Sheet (BDS)**. The procuring agency (Medical Superintendent, SGTH, Swat), shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of MS SGTH, Swat 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.

12. Amendment(s) to the Bidding Documents.

12.1 At any time prior to the deadline for submission of bids, the procuring agency (Medical Superintendent, SGTH, Swat), for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, whether in a Pre-Bid Meeting to be held on a date specified in the **Bid Data Sheet (BDS)** or after it may modify the Bidding Documents by amendment(s).

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

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

D. Preparation of Bids

13. Language of Bids.

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

14. Documents comprising the Bids.

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

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

15. Bid Price.

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

15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom.

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

15.4 The Bidder is required to offer a competitive price 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.

15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the MS SGTH, Swat.

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

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

16. Bid Currencies.

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

17. Samples.

17.1 The Bidder shall provide samples of quoted goods at his own cost and in a quantity prescribed by the MS SGTH, Swat.

18. Documentation on Eligibility of Bidders.

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

18.2 Technical Bid Proformas provided in Part-Two: Section IV of the Standard Bidding Documents for the preparation of Technical Bids by the bidder to be submitted with quotations as specified in **Bid data Sheet (BDS).**

18.3 The documentary evidence of the Bidder's eligibility to bid shall establish to the procuring agency (Medical Superintendent, SGTH, Swat), satisfaction that the Bidder, at the time of submission of its bid, is an eligible bidder as defined under ITB Clause 3 of these Standard Bidding documents above.

19. Documentation on Eligibility of Goods.

19.1 The Bidder shall furnish, as part of its bid the Bid Form provided as in Part-Two: Section IV of these Standard Bidding Documents as specified in the **Bid Data Sheet (BDS)**, documents establishing the eligibility

and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

20. Bid Security.

20.1 The Bidder shall furnish, as part of its bid, a Bid Security 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.

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

20.3 The Bid security shall be in PKR and shall be in one of the following forms.

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or
- b) Irrevocable encashable on-demand Bank call-deposit.
- c) Bid security in form of pay order is not acceptable (KPPRA Notification No.KPPRA/M&E/Estt:/1-12/2017-18 dated April 05, 2018).

20.4 Any bid not secured in accordance with ITB Clauses 20.1 and 20.3 will be rejected by the Procuring agency as non-responsive, pursuant to ITB Clause 29.

20.5 The bid Security may be forfeited:

- (a) If a Bidder withdraws its bid during the period of bid validity;
or
- (b) In the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a Performance Security/Guarantee for the duration of the contract.

21. Bid Validity.

21.1 Bids shall remain valid for the period identified in the **Bid Data Sheet (BDS)** after the date of opening of technical bid prescribed by the MS SGTH, Swat. A bid valid for a period shorter than the one prescribed in the Bid

Data Sheet (BDS) shall be rejected by the procuring agency (Medical Superintendent, SGTH, Swat), as non-responsive.

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

21.3 Bidders who,-

(a) agree to the procuring agency (Medical Superintendent, SGTH, Swat), request for extension of bid validity period shall not be permitted to change the substance of their bids; and

(b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

22. Format and Signing of Bids.

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

22.2 The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding document. In an event where the Bidder has downloaded the bidding document from the web, they will require to get the original payment receipt of the prescribed fee from the procuring agency (Medical Superintendent, SGTH, Swat), well before the date of submission of bid.

22.3 The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid form.

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

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

E. Submission of Bids

23. Sealing and Marking of Bids.

23.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal both the proposals/bids in separate

envelopes. The said two envelopes shall then be sealed in an outer envelope.

23.2 The inner and outer envelopes shall:

(a) be addressed to the procuring agency (Medical Superintendent, SGTH, Swat), at the address given in the Invitation for Bids; and

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

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

23.4 If the outer as well as inner envelope is not sealed and marked as required by the ITB Clauses 23.1 to 23.3 above the procuring agency (Medical Superintendent, SGTH, Swat), shall assume no responsibility for the bid's misplacement or premature opening.

24. Deadline for Submission of Bids

24.1 Bids must be submitted by the Bidder and received by the procuring agency (Medical Superintendent, SGTH, Swat), at the address on the time and date specified in the **Bid Data Sheet (BDS)**. Bids received **later than the time and date specified in the Bid Data Sheet will stand summarily rejected.**

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

25. Late Bids

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

26. Withdrawal of Bids

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

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

F. Opening and Evaluation of Bids

27. Opening of Bids by the Procuring Agency, Swat.

27.1 All bids received, shall be opened by the procuring agency (Medical Superintendent, SGTH, Swat), publicly in the presence of the Bidders or their representatives on the date, time and venue prescribed in the **Bid Data Sheet**.

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

27.3 All Bidders in attendance shall sign an attendance sheet.

27.4 The Purchaser shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, category tendered for, any discounts, any bid modifications or withdrawal, the presence or absence of requisite bid security, unit as well as total bid price and such other details as the Purchaser, at its discretion, may consider appropriate if not in conflict with the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 specifically Rule 37.

Note: this method may be followed both at opening of Technical bids and financial bids.

27.5 The procuring agency (Medical Superintendent, SGTH, Swat), shall have the minutes of the Bid opening (Technical and when applicable financial) recorded.

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

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

28. Clarification of Bids.

28.1 During evaluation of the bids, the procuring agency (Medical Superintendent, SGTH, Swat), may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be

in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

29. Preliminary Examination.

29.1 The procuring agency (Medical Superintendent, SGTH, Swat), shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

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

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.

29.3 The Procuring agency (Medical Superintendent, Saidu Group of Teaching Hospitals, Swat), may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

29.4 Prior to the detailed evaluation, the procuring agency (Medical Superintendent, SGTH, Swat), shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, Taxes, strep code fee & Duties and internationally recognized best practices shall be deemed to be a material deviation for technical proposals and Bid Security for financial proposals. The procuring agency (Medical Superintendent, SGTH, Swat), determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

29.5 If a bid is not substantially responsive, it shall be rejected by the procuring agency (Medical Superintendent, SGTH, Swat), and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

30. Evaluation of Bids.

30.1 The procuring agency (Medical Superintendent, SGTH, Swat), shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.

30.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these Standard Bidding Documents (SBDs). Merit Point Average Evaluation Methodology shall be used to identify the Most Economically Advantageous Bidder.

30.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.

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

31. Qualification of Bidder

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

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

31.3 The procuring agency (Medical Superintendent, SGTH, Swat), shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.

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

31.5 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the procuring agency (Medical Superintendent,

SGTH, Swat), shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

31.6 The procuring agency (Medical Superintendent, SGTH, Swat), shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Bidder was false and materially inaccurate or incomplete.

32. Announcement of Evaluation Report

32.1 The procuring agency (Medical Superintendent, SGTH, Swat) will announce the results of technical bid evaluation in the form of a report before opening of the financial bids, to all bidders. The procuring entity shall also announce the final results of a bid evaluation giving justification for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its and Authority website.

33. Rejection of Bids

33.1 The procuring agency (Medical Superintendent, SGTH, Swat), may reject the bids at any time prior to the acceptance of a bid. The procuring agency (Medical Superintendent, SGTH, Swat), shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of bids, but is not required to justify those grounds.

33.2 The procuring agency (Medical Superintendent, SGTH, Swat), incurs no liability, solely by virtue of its invoking ITB Clause 32.1 above towards Bidders who have submitted bids.

33.3 Notice of the rejection of bids shall be given promptly to the concerned Bidders that submitted bids.

34. Re-Bidding

34.1 If the procurement entity has rejected all bids under Rule 47, it may call for a re-bidding. Khyber Pakhtunkhwa Public Procurement of goods, works & services rules 2014 (Rule-48).

34.2 The procuring agency (Medical Superintendent, SGTH, Swat), before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

35. Contacting the procuring agency

35.1 Subject to ITB Clause 28 above, no Bidder shall contact the procuring agency (Medical Superintendent, SGTH, Swat), 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 (Medical Superintendent, SGTH, Swat), it should do so in writing.

35.2 Any effort by a Bidder to influence the procuring agency (Medical Superintendent, SGTH, Swat), 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.

G. Award of Contract

36. Acceptance of Bid and Award Criteria.

36.1 The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Part-Two: Section II of these Standard Bidding, if not in conflict with any other law, rules, regulations or policy of the Government of Khyber Pakhtunkhwa, shall be awarded the Contract, within the original or extended period of bid validity.

37. Procuring Agency's Right to vary Quantities at time of Award

37.1 The procuring agency (Medical Superintendent, SGTH, Swat) reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

38. Procuring Agency's Right to accept any Bid and to Reject any Or All Bids

38.1 The procuring agency (Medical Superintendent, SGTH, Swat) reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

39. Notification of Award.

39.1 Prior to the expiration of the period of bid validity, the procuring agency (Medical Superintendent, SGTH, Swat), shall notify to the successful Bidder in writing that its bid has been accepted Rule 46 in conformity with provision of section 31 of the act in these rules.

39.2 The notification of a w a r d s h a l l constitute the formation of the Contract between the procuring agency (Medical Superintendent, SGTH, Swat), and the successful Bidder.

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

39.4 The procuring agency (Medical Superintendent, SGTH, Swat) will notify each unsuccessful bidder and will discharge its bid security pursuant to the ITB Clause 20.

40. Limitation on Negotiations.

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

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

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

41. 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

42. Signing of Contract.

42.1 At the same time as the Procuring agency (Medical Superintendent, Saidu Group of Teaching Hospitals, Swat) notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

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

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

42.4 If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited 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 call for new bids.

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

43. Performance Guarantee.

43.1 On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee for a percentage amount (10% of the total items' quoted price) Rule 21 of Khyber Pakhtunkhwa Public Procurement of goods, works & services rules 2014 as specified in the Bid Data Sheet (BDS), on the Form and in the mannered prescribed by the procuring agency (Medical Superintendent, SGTH, Swat), in Part-Two: Section-IV of these Standard Bidding Documents.

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

43.3 Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the procuring agency (Medical Superintendent, SGTH, Swat), may award the contract to the next lowest evaluated bidder or call for new bid.

44. Corrupt or Fraudulent Practices

44. The Government of Khyber Pakhtunkhwa requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPP Act, 2009 and Rules made thereunder:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after

bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;

- b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

44.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

45. Integrity Pact

45.1 The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million.

General Conditions of Contract (GCC)

1. Definitions	1.1	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> a. “The Contract” means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. b. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. c. “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract. d. “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract. e. “GCC” means the General Conditions of Contract contained in this section. f. “SCC” means the Special Conditions of Contract. g. “The Procuring agency” means the organization purchasing the Goods, as named in SCC. h. “The Procuring agency’s country” is the country named in SCC. i. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract. j. “The Project Site,” where applicable, means the place or places named in SCC. k. “Day” means calendar day.
2. Application	2.1	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
3. Country of Origin	3.1	<p>All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.</p>

	3.2	For purposes of this clause, “origin” means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.
	3.3	The origin of Goods and Services is distinct from the nationality of the Supplier.
4. Standards	4.1	The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
	4.2	In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
	4.3	If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the Procuring Agency, (MS, SGTH, Swat) the price difference shall be paid by the Supplier.
	4.4	In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e. removal from purchaser’s premises, burning, dumping, or incineration.
5. Use of Contract Documents and Information; Inspection and Audit by the Government	5.1	The Supplier shall not, without the Procuring agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The Supplier shall not, without the Procuring agency’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
	5.3	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier’s performance under the Contract if so required by the Procuring agency.
	5.4	The Supplier shall permit the Procuring agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.
6. Patent Rights	6.1	The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency’s country.
7. Performance Security	7.1	Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the

		Supplier's failure to complete its obligations under the Contract.
	7.3	<p>The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:</p> <ol style="list-style-type: none"> a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or b. Irrevocable encashable on-demand Bank call-deposit. c. Bid security in form of pay order is not acceptable (KPPRA Notification No.KPPRA/M&E/Estt:/1-12/2017-18 dated April 05, 2018).
	7.4	The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
8. Submission of Samples	8.1	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	9.1	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 and Tests	10.1	The Purchaser or its representative shall have the right to inspect and/or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
	10.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
	10.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
	10.4	The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the

		Procuring agency or its representative prior to the Goods' shipment from the country of origin.
	10.5	Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
11. Packing	11.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	11.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.
12. Delivery and Documents	12.1	The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
	12.2	The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
	12.3	The goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the buyer after the Goods have been delivered;
13. Insurance	13.1	The supplier shall be solely responsible for Insurance of the Goods subject to the contract.
14. Transportation	14.1	The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
	14.2	All costs associated with the transportation of the goods loading/unloading subject to this contract shall be borne by the Supplier.
15. Incidental Services	15.1	The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.
16. Spare Parts	16.1	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 specifications of the spare parts, if requested.
17. Warranty	17.1	All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC.
	17.2	This warranty shall remain valid as per contract agreement.
	17.3	The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
	17.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
	17.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.
18. Payment	18.1	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.
19. Prices	19.1	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.
20. Change Orders	20.1	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: drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) the method of shipment or packing; (c) the place of delivery; and/or (d) the Services to be provided by the Supplier.
	20.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
21. Contract Amendments	21.1	No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

22. Assignment	22.1	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	23.1	The Supplier shall not be allowed to sublet and award subcontracts under this Contract.
24. Delays in the Supplier's Performance	24.1	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.
	24.2	If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.
25. Liquidated Damages & Penalties	25.1	<p>Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.</p> <p>Subject to GCC Clause 27, 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.</p> <p>Applicable rate for penalties in case of a breach of contract by the supplier regarding delivery of Goods is specified in the Supply Schedule.</p>
26. Termination for Default	26.1	<p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <p>(a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract and subsequent purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 24; or</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>(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.</p>

		<p>For the purpose of this clause Corrupt and fraudulent practices means:</p> <p>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.”</p>
27. Force Majeure	27.1	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.
	27.2	For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.
	27.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of purchase order under the Contract and inform the Supplier of its findings promptly.
	27.4	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	28.1	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	29.1	The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

	29.2	<p>The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(a) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</p>
30. Arbitration and Resolution of Disputes	30.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	30.2	If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
	30.3	In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time) in a court of relevant jurisdiction.
31. Governing Language	31.1	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 Law	32.1	This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
33. Notices	33.1	Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC .
	33.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
34. Taxes & Duties	34.1	All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier.

INVITATION FOR BIDS FOR THE YEAR 2023-24

01. Saidu Group of Teaching Hospitals, Swat invites sealed bids under National Competitive Bidding from Manufacturers or their Authorize Dealers for the Procurement of:
I) Cardiac Cath Lab Consumables II) Liquid Medical Oxygen
III) Janitorial Services for the financial year 2023-24.
02. 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 number/s on each of the respective envelope.
03. Interested bidders must obtain Application Form along with complete set of bidding documents from the Office of the Medical Superintendent, Saidu Group of Teaching Hospitals, Swat during office hours on any working day on or before Thursday 06-07-2023 at 10:00 Hrs, against the non-refundable cash payment of Pak Rupees fifteen hundred per application form. Original Receipt of the paid amount must be attached to the Technical Bid inside its sealed envelope. The advertisement may be downloaded from the official website of Saidu Group of Teaching Hospitals, Swat www.sth.org.pk and www.kppra.gov.pk.
04. Pre-bid meeting with the interested bidders will be held on Monday 26-06-2023 at 10:00 Hrs in the Committee Room of Saidu Group of Teaching Hospitals, Swat.
05. Interested Bidders must submit sealed bids to the office of the Medical Superintendent, Saidu Group of Teaching Hospitals, Swat on or before Thursday 06-07-2023 at 10:00 Hrs which will be opened on the same day at 10:30 Hrs in the presence of those bidders or their representative, who choose to attend the process. Bid submitted after Thursday 06-07-2023 at 10:00 Hrs shall not be entertained.
06. Financial bid must be accompanied with Bid Security (Cath Lab Consumables PKR. 1000,000/- Liquid Medical Oxygen PKR. 1000,000/- Janitorial Services PKR. 1000,000/-) in the name of the undersigned in shape of CDR/ Bank Guarantee/ Insurance Guarantee. Ordinary cheque in the form of bid security will result in bid rejection summarily.
07. 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.
08. 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.
09. The technical proposal shall contain all the details in accordance with standard specification of the 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 (USB) duly labeled by a permanent marker with the name of bidder/firm.
10. Bidders are required to offer the most competitive lowest rate of their items, as negotiations on quoted rates are not allowed under the rules.
11. The undersigned reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Procurement Rules 2014.

INF(P) 1268/23

Medical Superintendent
Saidu Group of Teaching Hospital Saidu Sharif Swat

NOTE: Any observations/Grievances about draft SBD should reach this office in written form before pre-bid meeting through email (mssthsawat@yahoo.com) & carriers (Medical Superintendent Saidu Group of Teaching Hospitals saidu sharif Swat) same will be discuss in the pre-bid meeting.

BID DATA SHEET

Description	Detail
Name of Procuring Agency	Medical Superintendent, Saidu Group of Teaching Hospitals, Swat
Name of Project	Supply of Liquid Oxygen Medical Gas to Saidu Group of Teaching Hospitals, Swat
Commencement date of provision of Bidding Document	From the date of publication of tender in news paper
Project duration	FY. 2023-24, (the contract may be extended subjected to market survey & performance of the bidder)
Procuring Agency Address	Saidu Group of Teaching Hospitals, Saidu Sharif Swat, Ph: 0946-9240126-27, Fax: 0946-9240122, Email: mssthswat@yahoo.com
Applicable Bidding Procedure	Single Stage two envelope procedure
Language of Bids	English
Specific Description of goods in the bidding documents	Quotations shall be submitted for the items mentioned in the SBDs
Bid Price and Currency	The price quoted shall be in Pak Rupees The Price shall be fixed; Fixed upto the 30 th June 2024
Technical Bid Proformas	Provided in Part-Two: Section IV of the SBDs
Bid Security	Rs.1000,000/- in shape of CDR/Bank/Insurance Guarantee
Performance Security	Bid Security will be considered as performance security
Bid Validity	90 days after opening of the bid
Pre-Bid Meeting	On Thursday 26-06-2023 at 10:00 am
Deadline for Submission of Bids	On 06-07-2023 at 10:00 a.m.
Late Bids	Any bid received by the procuring agency after the deadline Clause 24.1 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	On 06-07-2023 at 10:30 a.m.
Delivery time	Within 24 hours after intimation/issue of supply order.

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (c)—The Goods are: **Procurement for Supply of Liquid Oxygen Medical Gas for Saidu Group of Teaching Hospitals, Swat**

GCC 1.1 (g)—The Purchaser is: **Medical Superintendent Saidu Group of Teaching Hospitals, Swat.**

GCC 1.1 (h)—The Supplier is: _____

2. Country of Origin (GCC Clause 3)

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

3. Standards (GCC Clause 4)

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

4. Performance Security (GCC Clause 7)

GCC 7.1 — The amount of bid security Rs. 1000,000/- will be considered as performance security.

GCC 7.4 — After delivery and acceptance of the Goods, the Performance Security shall be returned after successful completion of the contract in accordance with Warranty Clause GCC 17.1.

5. Inspections and Tests (GCC Clause 10)

GCC 10.3—Inspection and tests prior to delivery/shipment of Goods and at final acceptance are as follows: **Final Acceptance by Medical Superintendent, Saidu Group of Teaching Hospitals, Swat.**

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 required by the procuring agency.

6. Packing (GCC Clause 11)

Applicable as required by the Purchaser.

7. Delivery of Liquid Oxygen Medical Gas.

Within 24 hours after intimation.

8. Insurance (GCC Clause 13)

GCC 13.1— The supplier shall be solely responsible for Insurance of the Goods subject to the contract.

9. Spare Parts (GCC Clause 16)

As per contract agreement.

10. Warranty (GCC Clause 17)

Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.05% per day or 0.5% per week up to a maximum of 10% of the total Contract price.

11. Payment (GCC Clause 18)

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

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
- v. LOM Gas will be received in KG & billing will be cubic meter (M3)

12. Award of Contract: Contract shall be confirm through a written agreement signed by the successful bidder and the Institute.

In case of a successful bidder, who repudiates the contract or fails to furnish performance guarantee and as the case may be shall proceed for debarment/blacklisting and the purchase order will be placed to the next successful bidder or from the alternative sources at the cost/risk of the concerned firm & legal action will be taken against the firm under the KPPRA rules.

13. Penalty

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

- Penalty @ 0.5% of the supply order total amount for late supply per day.
- Once the maximum is reached i.e. 72 hours, termination of the contract and forfeiting of security, any other legal action may taken accordingly and also the firm will be blacklisted.

14. Disputes Resolution (GCC Clause 30)

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

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to the Grievances Redressal Committee before going into adjudication or arbitration in accordance with **The Arbitration Act 1940**. The jurisdiction of Court shall be of **Peshawar, Khyber Pakhtunkhwa**.

15. Governing Language (GCC Clause 31)

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

16. Applicable Law (GCC Clause 32)

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

Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014

- **The Drug Act 1976**
- **The Arbitration Act 1940**
- **The Contract Act 1872**
- **The Employment of Children (ECA) Act 1991**
- **The Bonded Labor System (Abolition) Act of 1992**
- **The Factories Act 1934**

17. Notices (GCC Clause 33)

GCC 33.1—Purchaser's address for notice purposes:

**Medical Superintendent Saidu Group of Teaching Hospitals, Saidu
Sharif Swat.**

Telephone(s): +92-946-9240126-27

Facsimile: +92-946-9240122

Email:

Supplier's address for notice purposes: _____

18. Duties & Taxes (GCC clause 34)

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

19. In case of any doubt in the interpretation of any point, decision of Technical Committee and Procuring entity (Medical Superintendent, Saidu Group of Teaching Hospitals, Swat and or his designee) will be acceptable to the bidders.

20. The Bidding Documents have been prepared in accordance with the provisions of KPPRA Act 2012 and KPPRA Rules 2014, however if any contradiction, violation of rules etc., due to any reason, is found in the bidding documents at any stage of bidding process, the concerned act and rules shall prevail the bidding documents.

21. Transportation

The successful bidder will be responsible to supply liquid oxygen medical gas & other accessories on free of cost on its own arrangement.

21. Installation of Oxygen tank with accessories on (FOC) free of cost.

The successful bidder will provide & install FOC the following machinery/items within one month.

- i. Brand new VIE Tank having minimum 20,000kg Capacity
- ii. Brand New Vaporizer having minimum 200 M3/Hr to 250 M3/Hr.
- iii. Safety Skid (Regulator, Valve, Pressure safety valve, Gauges, pipe fitting accessories and skid frame along with required material and installation.
- iv. Operational of VIE tank along with Vaporizer (includes, installation of VIE Tank Vaporizer, VIE Purging, Leak Test, safety disc, safety skid and pressure control)
- v. Telemetry system to monitor VIE tank stock position 24/7.
- vi. Company insured that LOM Gas in installed VIE Tank must not fall below 50 %.
- vii. Complete Site preparation will be on behalf of the successful firm.

List of Required Items:

**Supply of Liquid Oxygen Medical Gases
along with 20000 kg VIE Tank with
accessories**

for

Saidu Group of Teaching Hospitals, Swat

CONDITIONS FOR ELIGIBILITY

The bidders fulfilling the following criteria, will be considered as an eligible bidder for the evaluation process.

1. Brand new VIE Tank having minimum 20,000kg Capacity (on free of cost Base & will be provide on judicial stamp paper)
2. Brand New Vaporizer having minimum 200 M3/Hr to 250 M3/Hr (on free of cost Base & will be provide on judicial stamp paper)
3. Safety Skid (Regulator, Value, Pressure safety valve, Gauges, pipe fitting accessories and skid frame along with required material and installation (on F.O.R Base & will be provide on judicial stamp paper)
4. Operational of VIE tank along with Vaporize (includes, installation of VIE Tank Vaporizer, VIE Purging, Leak Test, safety disc, safety skid and pressure control) (on free of cost Base & will be provide on judicial stamp paper)
5. Facility Based Technical Support/Engineer 24/7 should be available (on free of cost Base & will be provide on judicial stamp paper).
6. Company Own Telemetry system to monitor VIE tank stock position 24/7. (on free of cost Base & will be provide on judicial stamp paper)
7. The Firm/Company must be regular taxpayer. (Copy of documents Last year tax return, 21-22)
8. Copy of documents last one year of Bank Statement, Audit Reports, Sale tax Return, Income tax return on the name of firm.
9. Provide NTN, GST details, if applicable. (Copy of Registration is required)
10. Evidence of the firm/company's registration/incorporation is required. (Copy of certificate required)
11. Must not be blacklisted & bad performance by any government or bi-lateral/multi-lateral financial institution/any organizations. (Declaration on stamp paper) & (Performance certificate from the last institution)
12. The vendor must be original manufacturer of Liquid Oxygen Medical Gases in Pakistan and certificate on judicial stamp paper to the same effect must be provided.
13. Minimum 05 years experience Govt/Private Teaching Hospitals, as a manufacturer experience in Liquid Oxygen Medical Gases (Please provide a copy of Supply orders, Contract Agreements)
14. Physical visit of LOM Gases manufacturing plants & storage facilities in the mean while technical evaluation the procurement committee of SGTH Swat, on behalf of the firm.

Technical Evaluation Criteria for Supply of LIQUID OXYGEN MEDICAL GAS

S/No	Parameters	Detail/Supporting Documents	Maximum Marks	Remarks
1	Physical resources	Manufacturing plant within 450 Km from purchaser: 10 More than 450 within 600 Km from purchaser: 6 More than 600 km from purchases: 1	10	Details with supporting documents must be attached.
2	LOM Gas Manufacturing Plants	Manufacturing plant more than 3 plants: 10 Manufacturing plant 3 to 2 plants: 6	10	Undertaking on affidavit paper Complete Address & physical visit
2	Technical qualified staff	1- BSc Engineer (per engineer: 02 marks) (Chemical/Mechanical/Electrical) 2- DAE Engineer (per engineer: 01 mark) (Chemical/Mechanical/Electrical)	06	CV & Complete Documents with PEC valid registration card & pay roll of the staff.
3	Past Performance of firm LOM Gas	01 marks per institute. Maximum 05 marks	05	Institutions include Government Hospitals and Private hospitals of 100 or more beds and registered with HRA KPK or Equivalent Registering Body for items of similar nature (document of Performance Certificate, Contract agreement/Supply order/work order)
4	Market Experience as a manufacturer LOM Gas.	Working Since last 12 years or more= 10 Working Since last 05 to 11 years= 7 Working Since less than 05 year= 0	10	Company Profile Certificate and the very first contract award/supply order must be attached in the bid.
5	Manufacturers performance certificate (i.e. ISO Certificates)	02 marks per certificate total 06 marks	06	Copy of valid Certification attached in submitted bid

6	No of ISO Tankers along with vehicle/trucks of large capacity minimum 15000kg to 20000 kg	Having 15 or more= 10 marks Having 10 to 14 = 07 marks Having 5 to 10 = 03 marks Less than 05=0 marks	10	Copy of Vehicle Registration must be provide.
7	Company owned backup storage facilities LOM Gas in KP	Having 08 branches or more = 07 Having 05 to 07 branches= 05 Having 01 to 04 branches= 03 No braches = 0 marks	07	Undertaking on affidavit paper Complete Address & physical visit
9	Response time having equipped mobile work shop	05 to 06 hours = 03 marks 07 to 09 hours = 02 marks More than 09 hours = 0 marks	03	Undertaking on affidavit paper
10	Backup Storage Capacity of LOM Gas in District Swat	15000kg to 20000kg capacity= 03 marks 10000kg to 150000kg capacity= 01 mark Below 10000kg= 0 mark	03	Undertaking on affidavit paper & physical visit
	TOTAL MARKS		70	

**In Technical Evaluation 70% (49/70) marks will be passing marks
Contract award will be awarded to lowest priced among technically qualified bidder.**

SECTION-VII

STANDARD FORMS

BID FORM 1: BID COVER SHEET

BID FORM 2: Letter of Intention

BID FORM 3: Affidavit

BID FORM 4: Manufacturer's Authorization

BID FORM 5A and 5B: Price Schedule (Financial bid)

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.	Please indicate whether the firm is : i. Manufacturer, or ii. Importer, or iii. Both; For various items offered for this bidding competition.	
2.	Please indicate the category/ies under which the Firm is applying for bidding i. Machinery & Equipment ii. Instrument/ other Hospital supplies Both	
3.	Please provide names, attested copies of CNICs , two recent attested photographs , valid street addresses in Pakistan, all landline and mobile phone numbers of: i. Owner/Proprietor of the Firm; and ii. Managing Director / CEO of the Firm; and iii. Focal person officially made responsible and authorized by the Firm for day-to-day official correspondence with Medical Superintendent, Saidu Group of Teaching Hospitals, Swat. iv. (Please provide clear, legible and visible attested photocopies of all the requisite items mentioned items)	
4.	Please provide the following valid information Regarding applicant Firm: I. Complete street address of the: a. Head Office b. Main warehouse; and II. Valid & working official Landline Phone and Fax Numbers; and III. Mobile phone numbers of the Focal Person registered against his /her CNIC No. And name; and IV. Valid and functional Email address; and V. Official Website address /es .	
5.	i. Please provide in original the bid security 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 Medical Superintendent, Saidu Group of Teaching Hospitals, Swat. Non- provision of bid security shall render the bid as non-responsive. ii. However, please provide a copy of bid security 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> <ol style="list-style-type: none"> i. National Tax Number (NTN) ii. 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> <ol style="list-style-type: none"> i. 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> <ol style="list-style-type: none"> i. Valid Authorization Certificate for the quoted items.
9.	<p>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:</p> <ol style="list-style-type: none"> i. 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 ii. They fully understand and agree that the bidding competition for which they have applied to enter in, shall be based on merit-based scoring system for the evaluation of technical bids which has inverse relationship with the rates quoted by the bidders in their financial bids submitted; and that in this situation, the lowest financial bid/s may or may not win the bidding competition; and iii. 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 iv. 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 v. 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.
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: _____ Name: _____ CNIC No. _____ Designation: _____ Address: _____ _____</p>

BID FORM 2

Letter of Intention

Bid Ref No.

Date of the Opening of Bids

To: Medical Superintendent, **Saidu Group of Teaching Hospitals, Swat.**

Name of the Contract: Supply of Liquid Medical Oxygen (LOM) Gas for FY. 2023-24.

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 LOM Gas 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 LOM Gas 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.

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 AUTHORISATION¹²

To: [Medical Superintend, Saidu Group of Teaching Hospitals, 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 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 General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature:-----.

Designation:----- Official

Stamp:-----

¹² 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 5B

PRICE SCHEDULE FOR SUPPLY OF LIQUID OXYGEN MEDICAL GAS

SAIDU GROUP OF TEACHING HOSPITALS, SWAT, GOVERNMENT OF KHYBER PAKHTUNKHWA.				
Price Schedule for Supply of LIQUID OXYGEN MEDICAL GAS				
Tender Name:			Due Date	
S. No.	Item Name and Description	Qty	Unit Price PKR	Total Amount in PKR
Total Amount Currency PKR in Figures				
Total Amount Currency PKR in Words				

INTEGRITY PACT

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

Contract No. _____ Dated _____ Contract Value: *[To be filled in at the time of signing of Contract]*
Contract Title: _____

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

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

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

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

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

Name of Buyer:

Name of Seller/Supplier:

Signature:[Seal]

Signature:{Seal]