



**Government of Khyber Pakhtunkhwa  
Health Department**

**STANDARD BIDDING DOCUMENTS  
(after pre-bid dated 26-04-2022)**

**FOR**

**PROCUREMENT OF PCR AMPLIFICATION KITS, AUTOMATIC  
EXTRACTION KIT RAPID ANTIGEN KITS, VTM/UTM AND  
OTHER ITEMS FOR COVID-19 RESPONSE UNDER FRAME  
WORK AGREEMENT**

**UNDER NATIONAL COMPETITIVE BIDDING  
FOR THE FY 2021-23**

**Through  
NATIONAL COMPETITIVE BIDDING (NCB)**

# **TABLE OF CONTENTS**

INVITATION TO BID.....	11
INSTRUCTION TO BIDDERS.....	13
FORM OF BID.....	15
GENERAL TERMS AND CONDITIONS.....	17
GENERAL AND SPECIAL CONDITIONS OF CONTRACT.....	18
<b>A.</b> LANGUAGE.....	18
<b>B.</b> BID SECURITY DEPOSIT (Where Applicable).....	18
<b>C.</b> PLACE AND TIME OF DELIVERY.....	18
<b>D.</b> VARIATIONS / REPEAT ORDERS.....	18
<b>E.</b> INSPECTION of Goods on Delivery (whole applicable).....	18
<b>F.</b> PACKAGING.....	19
<b>G.</b> PERFORMANCE BANK GUARANTEE (OPTIONAL).....	19
<b>H.</b> FORFEITURE OF PERFORMANCE BANK GUARANTEE.....	20
<b>I.</b> PAYMENT CLAUSE.....	20
<b>K.</b> OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER.....	21
<b>L.</b> DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION.....	22
<b>M.</b> INDEMNITY.....	22
<b>N.</b> SUB-LETTING CONTRACT.....	23
<b>O.</b> BRIBES COMMISSION ETC.....	23
<b>P.</b> TERMINATION.....	23
<b>Q.</b> FORCE MAJEURE.....	24
<b>R.</b> APPLICABLE LAWS.....	24
<b>S.</b> CONTRACT AMENDMENT.....	24
<b>T.</b> NOTICES.....	24
<b>U.</b> QUALIFICATION CRITERIA.....	25
BANK GUARANTEE FORM IN RESPECT OF BID SECURITY.....	26
PERFORMANCE BANK GUARANTEE FORM IN RESPECT OF PURCHASE ORDER / CONTRACT AGREEMENT.....	27
PURCHASE ORDER / CONTRACT AGREEMENT.....	28

**INVITATION FOR  
BIDS**

## Invitation for Bids

### **PROCUREMENT OF PCR AMPLIFICATION KITS, AUTOMATIC EXTRACTION KIT RAPID ANTIGEN KITS, VTM/UTM AND OTHER ITEMS FOR COVID-19 RESPONSE UNDER FRAME WORK AGREEMENT UNDER NATIONAL COMPETITIVE BIDDING FOR THE FY 2021-23.**

1. Directorate General Health Services, Khyber Pakhtunkhwa Peshawar invites sealed bids under National Competitive Bidding from Manufacturers, Importer/s, authorized agent for PCR AMPLIFICATION KITS, AUTOMATIC EXTRACTION KIT RAPID ANTIGEN KITS, VTM/UTM AND OTHER ITEMS FOR COVID-19 under frame work during the financial year 2021-23.
2. Bidding shall be conducted through **Single Stage –Single Envelope Procedure** comprising single package containing technical & financial as per KPPRA Rules-2014.
3. The prospective bidders must obtain complete set of bidding documents from the Procurement Cell at the Directorate General Health Services, old Fata Secretariat Warsak Road Peshawar during office hours on any working day till **11-05-2022 (Wednesday)**. The Bidding Documents can also be downloaded from the following official website. [www.healthkp.gov.pk](http://www.healthkp.gov.pk) , [www.dghskp.gov.pk](http://www.dghskp.gov.pk) & [www.kppra.gov.pk](http://www.kppra.gov.pk)
4. A pre-bid meeting with the interested bidders will be held on **26-04-2022 (Tuesday) at 11 AM** in the Conference Room of this Directorate. All reservations will be submitted in writing in the pre-bid meeting by authorized person/representative of the firm.
5. Interested Bidders must submit sealed bids to the Procurement Cell at the Directorate General Health Services, old Fata Secretariat Warsak Road Peshawar on or before **10:30 AM, 11-05-2022, (Wednesday)** which will be opened on the same day at **11:00 AM** in the presence of those bidders or their representatives, who choose to attend the process. Bid submitted after 10:30 AM shall not be entertained.
6. Bid must be accompanied with Bid Security of Rs. 500,000/- in the shape of Demand Draft (DD) / Call Deposit Receipt (CDR) in the name of the undersigned. Ordinary cheque/PO in the form of bid security will result in bid rejection summarily.
7. 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 particular quoted item. An authorized person of the bidder/firm shall sign & stamp all pages of the bid having numbers on each page.
9. Bidders are required to offer the most competitive rate of their items, as negotiations on quoted rates are not allowed under the rules.
10. The undersigned reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Procurement Rules 2014.

**Director General Health Services  
Khyber Pakhtunkhwa Peshawar**

Tel No: 091- 9210269

Fax No: 091- 9210230

Email: pcdghs@gmail.com

## **INSTRUCTION TO BIDDERS**

Date \_\_\_\_\_  
Department

- A. The bidder/ proponent must submit the proposals in sealed envelopes and as per specified procurement method (single stages/ one envelope).
- B. The proposal shall be clearly marked on the outer side” technical proposal” “financial proposal” or technical and financial proposals as the case may be.
- C. The proposal shall be typed in New Times Roman with font size 12 and single spacing. Any hand written part or full proposal (either technical or financial) shall be rejected and shall be in English.
- D. The proposals must contain a transmittal letter on the bidder’s letterhead, duly stamped by authorized representative (as per prescribed specimen).
- E. The envelopes should be on the name address and contact details of the addresses and the addressors.
- F. The proposal shall contain the copy of legislation with one of the mandated authorities of Government of Pakistan along with the national tax number certificate.
- G. The proposal shall contain sales tax registration certificate.
- H. The proposal shall have complete work plan and delivery schedule without which no weightage will be given in accordance with the bid evaluation criteria.
- I. The bidder shall specify validity in days, the submitted bid < Name of procuring entity> may under exceptional circumstances request for extension in bid validity which shall be for not more than the period equal to the period of the original bid validity.

- J. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short listed, no such association will be allowed.
- K. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- L. The proposals should be in accordance with enclosed specifications and technical design (if any) (optional)
- M. Response time: all bidders shall submit proposals\ as per these insufficient on or before close of office on <specify date>, <specify venue and addresses> these will be opened half an hour after the deadline. No proposal in any case shall be accepted after the deadline.
- N. The proposal/bidder shall submit audited financial statements for the last three years and account balance statement for the current ongoing years. (Optional)
- O. The bidder shall submit an affidavit that it has never been blacklisted.
- P. Submit statement of any history of litigation or ongoing.
- Q. The bidder will deposit bid security money with procuring entity equal to Rs. 500,000/- along with the bid. The bid security money so deposited shall be returned to the depositor after signing the contract.
- R. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.
- S. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- T. The procuring, entity may ask for a performance bank guarantee at 10% of the total contract value. This bank guarantee should be from a scheduled bank.
- U. Contract will be signed with the successful bidders and its terms and conditions will govern the executive of the contract.
- V. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).

1. **Bid Form and Price Schedules**

Date: \_\_\_\_\_  
IFB No: \_\_\_\_\_

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

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under relevant Clausef the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity

(if none, state "none")

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature]

\_\_\_\_\_  
[in the capacity of]

**Price Schedule in Pak. Rupees**

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page of \_\_\_\_\_

1	2	3	4	5
Item	Description	Country of Origin	Quantity	Unit price DDP named place

Signature of Bidder \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.



## GENERAL TERMS AND CONDITIONS

Ser. #	Description / Specification	Qty.	Unit Rate (Rs.)	GST + Income Tax + any other applicable tax	Delivery Period	Total
1.						
2.						

1. Following are the details regarding request for quotation for [insert title of the procurement].

Matrix to be filled by the bidder as per the instructions laid down here.

**2. General Terms and Conditions** Following are the General Terms and Conditions

- n) The above details shall be submitted in a sealed envelope
- o) "OPTIONAL" Sample must be submitted separately. In case samples are not provided, quote will be considered non-responsive.
- p) The Supplier (s) must be registered with the Sales Tax authorities.
- q) Warranty of Goods shall be provided along with (as the procuring entity may deem necessary) "quote" "the warranty period shall be <procuring entity shall insert warranty period>"
- r) The quote (s) must remain valid for 90 days
- s) All suppliers shall mention all applicable taxes in their quotes. In case any supplier has not done so, the procuring entity while comparing the offers will add the applicable taxes to the total quoted amount for each item.
- t) The request for quotation is non-transferable.
- u) Quotations must be submitted on or before the given time and date to the officer-designate for the purpose. No late quotation for any reason whatsoever will be considered.
- v) The quote(s) must be accompanied with an bid security valuing Rs. 500,000/- of the total quoted price. (optional)
- w) NTN certificate shall be enclosed.
- x) Each supplier can only submit one offer / quote.
- y) The quotation must carry the authorized signatures of the representative of the supplier.
- z) DGHS Health Department KP has the right to accept or reject any or all offers without assigning any reason thereof.

Thanking you.

Yours truly

For and On behalf of [insert name of the procuring entity]

[insert name of the procuring officer]

[insert contact details & address]

# GENERAL AND SPECIAL CONDITIONS OF CONTRACT

## A. LANGUAGE

All communications and documentations related to procurements shall be in English.

## B. BID SECURITY DEPOSIT (Where Applicable)

Unless otherwise agreed between the Procuring entity and the Supplier, the later shall deposit with the Procuring Entity a sum equal to <0 – 5>% of the total value of the goods detailed in the said Schedule at ‘C’.

## C. PLACE AND TIME OF DELIVERY

The Supplier/Vendor/bidder shall as may be required by the Procuring entity either deliver free at, places detailed in the said Schedule, the list and Quantities of the goods detailed herein and the goods shall be delivered out not later than the dates specified.

### (i) Delivery Schedule

Ser. #	Item / Deliverable	Date of delivery	Place of delivery	Verification	Acceptance

## D. VARIATIONS / REPEAT ORDERS

The Procuring entity may during the execution of the Contract, by notice in writing may direct the supplier to alter, amend, omit, add to or otherwise vary any part of the Schedule, in agreement with the Service Provider, and the Service Provider shall carry out such variations and be bound by the same conditions. Provided that repeat orders are within a period of six months, and that it does not exceed fifteen percent of the original contract value as per KPP Rules 2014.

## E. INSPECTION of Goods on Delivery (whole applicable)

The goods shall be inspected by the inspecting team of the Procuring entity for quality/quantity etc at the agreed location/warehouse of the Procuring entity before the goods are provided/supplied at their final destination.

Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity and quality claims. In case the goods are not found in conformity with the

contracted quality/specifications, procuring entity shall have the right to lodge claims within 30 days from the date of inspection of the goods.

In case of dispute by the supplier, joint re-inspection of the supplied material shall be carried out, at the cost of the supplier, in presence his or his authorized representative either at a laboratory designated by the procuring entity or by a neutral independent entity as jointly agreed.

## **F. PACKAGING**

As per standards of manufacturer

## **G. PERFORMANCE BANK GUARANTEE (OPTIONAL)**

Successful bidders shall furnish a Performance Bank Guarantee of 10%(where applicable) of value of Purchase Order/Tender price/Contract on the proforma prescribed provided that the guarantee is issued by any of the approved Banks within 20 days of issuance of the letter of acceptance. The performance guarantee shall remain valid throughout the execution of purchase order/contract and shall be returned within 10 days after the expiry of warranty period and satisfactory performance

If such Guarantee is issued by a foreign bank, it should be countersigned by a Pakistani bank on the approved list of banks.

## **FORFEITURE OF PERFORMANCE BANK**

### **GUARANTEE**

The Performance Bank Guarantee may be forfeited if the service provider fails to deliver or supply goods in accordance with the terms and conditions of the Purchase Order or commits any breach of the Contract / Purchase Order.

### **H. PAYMENT CLAUSE** Payment shall be made on production of the

following documents: -

- a. The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.\_\_\_\_, Material Receiving Report No.\_\_\_\_, and Acceptance Note No.\_\_\_\_, with date, price/rate of each item.
- b. Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
- c. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- d. Valid Income Tax Exemption Certificate (otherwise Income Tax at current applicable rates shall be deducted from the invoice). (where applicable)
- e. National Tax Number.
- f. Sales Tax Registration Number.
- g. Certificate in original issued by any one of the Independent Inception (where applicable).
- h. Bank Account Number and Branch.
- i. Recovery of all applicable taxes at source should be made as per rules
- j. Certificate from procuring entity stating Goods as per standard / professional requirement (Inspection Report)

**K. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER**

The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.

The suppliers shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project (representing consultant firm /organization). The Project Coordinator shall have the qualifications as may be agreed between the client and the consultant.

The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices.

The supplier shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

Except with the prior written approval of the Client, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services without prior consent of the service providers

The supplier agrees that no proprietary and confidential information received by the supplier from the Client shall be disclosed to a third party unless the supplier receives a written permission from the Client to do so.

Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement:-

Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.5% per day (15% per month) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 15% of the total contract value.

Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;

Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such

case, Procuring entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; or

Recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.

## **L. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION**

Procuring Entity shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPP Rules 2014.

If a bidder is not satisfied with the decision of the Committee he may take recourse to the KPK PPRA.

The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by PPRA whose decision will final and binding on both the parties

## **M. INDEMNITY**

The supplier shall at all times indemnify the procuring entity against the claims which may be made in respect of the goods for infringement of any right protected by patent, registration of design or trade mark and shall take all risks of accident of damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract; provided always that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the procuring entity, it shall notify the supplier of the same and the supplier shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise there from.

## **N. SUB-LETTING CONTRACT**

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Service provider sub-letting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

**O. BRIBES COMMISSION ETC.**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the procuring entity, shall in addition to any criminal liability which he may incur, subject the contractor to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation under clause 8 hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive.

**P. TERMINATION End of Services**

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and full and final payment has been made.

**Termination by the Client**

The Client may, by a written notice of thirty (30) days to the supplier, terminate this Agreement. All accounts between the Client and the Service provider shall be settled not later than sixty (60) days of the date of such termination.

**Termination by the Supplier**

The supplier may suspend the Agreement by a written notice of thirty (30) days only if the supplier does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the supplier after thirty(30) days of notice of suspension, the Supplier/Vendor may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the supplier under such circumstances, the Procuring entity shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the supplier.

**Q. FORCE MAJEURE**

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure to meet any of its

obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

**R. APPLICABLE LAWS**

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPP Rules 2014.

**S. CONTRACT AMENDMENT**

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

**T. NOTICES**

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client

To: The Supplier -----

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.



## **U. QUALIFICATION CRITERIA.**

The firm should provide attested copies of the following Tax related valid documents:

- I. National Tax Number (NTN) of the Firm for Income Tax, and
- II. Sale Tax Registration Certificate of the Firm.
- III. Valid Authorization from Principal Manufacturer
- IV. Registration with DRAP

### **U (A). SCHEDULE OF REQUIREMENTS FOR FRAMEWORK AGREEMENT TILL JUNE 2023.**

<b>S.NO</b>	<b>ITEM REQUIRED</b>
1.	Automatic Extraction Kit (CE & IVD) (Magnetic Beads) complete solution including all consumables · Tan Beads Nucleic Acid Extractor Kits (CE & IVD) (Auto) with Proteinase & Buffers · Magnetic Beads Big Fish (CE & IVD) · Sensure Sample Release Agent Sachets (48 tests in each Sachet (CE & IVD))
2.	PCR Amplification Kits (CE & IVD) along with complete solution including all consumables
3.	Ependrof Tube 1.5 ml
4.	Filter Tip 10ul
5.	Filter Tip 200ul
6.	Filter Tip 1000ul
7.	PCR Reaction Tube 0.2ml
8.	PCR Reaction Tube 0.1ml
9.	Rapid Antigen Test (RAT) WHO Pre-qualified
10.	UTM/VTM

**NOTE: THE QUANTITIES/ ORDERS WILL BE PLACE AS PER DEMAND AND BUDGET OF THE P.E. the bidder are required to quote for single/One unit under framework agreement**

**AWARD OF CONTRACT:**

**Contract will awarded to the bidder having**

- 1. Technically qualified as per Scheduled of requirement**
- 2. Fulfillments of minimum eligibility criteria**
- 3. Lowest quoted bid for the item**

**Delivery:**

- 3. Delivery time period is 20 days from the date of supply order. In case of late delivery a penalty of 0.50% of total order per day up to 15 days.**

**BANK GUARANTEE FORM IN RESPECT OF BID SECURITY (to be  
furnished on non-judicial stamp paper of appropriate value)**

Procuring Officer  
Procuring entity and its address

1. M/s \_\_\_\_\_ through their agent \_\_\_\_\_ (hereinafter called the supplier) are submitting their offer against your tender enquiry No. \_\_\_\_\_ for \_\_\_\_\_ due on \_\_\_\_\_ and have requested us to issue a bank guarantee for \_\_\_\_\_ in your favor as bid security to ensure their compliance with conditions of the tender.

2. The Guarantor waiving all objections and defenses and under the aforesaid contract, hereby unconditionally, irrevocably and independently guarantees to pay to procuring entity without delay upon procuring entity's first written demand any amount claimed by procuring entity up to the sum named herein, on procuring entity written declaration that the bidder has refused or failed to fulfill any of the terms of the tender / bid or committed any breach of the tender / bid.

3. Notices in writing of any such breach, of which the Buyer shall be the sole Judge, as aforesaid, on the part of the bidder shall be given by the Buyer to the Guarantor and on each first demand, payment shall be made by the Guarantor of all sums then due under this guarantee unconditionally and without any reference to the bidder or any other person and without any objection.

4. This guarantee is valid up to three months from date of opening of tender. In case the tenderers / bidders \_\_\_\_\_ are awarded a contract for supply of goods / works / services as per tender enquiry / letter / RFP quoted above, the guarantee will remain valid up to the date of furnishing of an acceptable performance bond on Procuring entity's format.

5. Claim if any must reach us in writing on or before the expiry date after which we will no longer be liable to make payment to you

6. Our liability hereunder is limited to

NAME OF THE BANK

WITH ADDRESS \_\_\_\_\_  
AUTHORISED OFFICER OF THE BANK

**PERFORMANCE BANK GUARANTEE FORM IN RESPECT OF  
PURCHASE ORDER / CONTRACT AGREEMENT.**

WHEREAS Directorate General Health Services KP having its registered office at Warsak road Ex-Fata Secteriate by an Agreement made between M/S..... (hereinafter called the supplier/service provider) has awarded the contract (hereinafter called the contract) vide agreement / letter / P.O. No. dated for the supply of goods / works / services specified in the said Purchase Order / contract agreement.

AND WHEREAS in accordance with the provisions of clause \_\_\_\_\_ of the Contract/Purchase Order the supplier is required to furnish a bank guarantee for the due performance and observance of all the terms provisions and stipulations of the Contract/Purchase Order by the service provider and the service provider has requested Bank Limited to issue the said guarantee for an amount of Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_) equivalent to <specify %> of the total value shown in the purchase order.

In consideration of the premises we \_\_\_\_\_ Bank Limited \_\_\_\_\_ hereby guarantee irrevocably and unconditionally forthwith to pay to the procuring entity without reference to the service provider on the first demand of the procuring entity in writing stating that the service provider has committed a default under the Contract/Purchase order without any further statement of the particulars of such default and notwithstanding any contestation by the supplier an amount not exceeding Rupees \_\_\_\_\_

And we \_\_\_\_\_ Bank Limited hereby further declare that no alteration in the terms of the Contract/Purchase Order or in the scope extent or nature of supplies therein and no allowances of time by the procuring entity under the Contract /Purchase Order nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Contract/Purchase order on the part of procuring entity shall in any way release this Bank from any liability under this guarantee.

The validity of this guarantee shall expire after \_\_\_\_\_ days on \_\_\_\_\_ of the completion of delivery of supplies to the procuring entity by the supplier in conformity with the provisions of the Contract/Purchase Order. After its expiry the procuring entity shall return this guarantee to the Supplier for cancellation by this bank.

NAME OF BANK  
WITH ADDRESS  
AUTHORISED OFFICER OF THE BANK

## **PURCHASE ORDER / CONTRACT AGREEMENT (FORMAT)**

The purchase order is the simplest form of contract for procurement between the procuring entity and the supplier. It is used to form a contract by accepting the successful bidder's quotation, where no contract award notice or detailed contract document is required. The purchase order defines the goods to be supplied, the price to be paid for the goods, works or services and the delivery period required.

2 The purchase order shall carry the following information:

- the name of the supplier;
- the date of issue of the Purchase Order;
- the delivery address;
- the name of the procuring entity purchasing the items;
- the Requisition Number;
- the Purchase Order Number;
- the quantity of each item required;
- any part or pattern number for each item;
- a brief description of each item;
- the unit cost or rate for each item; and
- the delivery period and whether the delivery is to be made in lots.

3 For detailed contract agreement, use the General Conditions of Contract, provided herein. Insert, special conditions, if the procuring entity deems it suitable.