

National Bidding Document
For
Procurement of Goods
Using
Single Stage: One Envelope Bidding Procedure

Applicable
under National Competitive Bidding in
Pakistan

Procurement of Goods

BIDDING DOCUMENT

for

Supply, Installation, and Commissioning of Autoclaves with Shredders and Associated Equipment for Infectious Waste Management at BHUs, RHCs, and Cat-C & D Hospitals in Four (04) Districts of Khyber Pakhtunkhwa

under

KP-HCIP Health

Health Department

Government of Khyber Pakhtunkhwa

NATIONAL COMPETITIVE BIDDING

Issued on: 29th January 2026 subject to bank approval

Loan No. /Credit No. 6714-PK / Grant No: D680-PK

Project: Khyber Pakhtunkhwa Human Capital Investment Project (KP-HCIP) (Health), Health Department, Khyber Pakhtunkhwa.

Contract title: Procurement of Supply, Installation, and Commissioning of Autoclaves with Shredders and Associated Equipment for Infectious Waste Management at BHUs, RHCs, and Cat-C & D Hospitals in Four Districts of Khyber Pakhtunkhwa.

Invitation for Bids No.: PK-HPMU-524370-GO-RFB

NCB No.: PK-HPMU-524370-GO-RFB

Purchaser: Khyber Pakhtunkhwa Human Capital Investment Project (KP-HCIP) (Health), Health Department, Khyber Pakhtunkhwa.

Country: Pakistan

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Section I. Instructions to Bidders (ITB)

This Section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract. [This Section shall not be a part of the Contract.]

| General | |
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| 1.Scope of Bid | 1.1 In connection with the Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Purchaser, as specified in the BDS, issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section V, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are specified in the BDS. |
| | 1.2 Throughout this bidding document: (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS , distributed or received through electronic-procurement system used by the Purchaser) with proof of receipt; (b) if the context so requires, “singular” means “plural” and vice versa; (c) “Day” means calendar day, unless otherwise specified as a “Business Day” . A Business Day is any day that is a working day of the Borrower. It excludes the Borrower’s official public holidays. |
| 2.Source of Funds | 2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified in the BDS has applied for or received financing (hereinafter called “funds”) from the Bank, as specified in the BDS, (hereinafter called “the Bank”) in an amount specified in the BDS, toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued. |
| | 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing). |
| 3.Fraud and Corruption | 3.1 the Bank requires compliance with the Bank’s Anti-Corruption Guidelines / Policy (as amended from time to time) and its prevailing |

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| | <p>sanctions policies and procedures as set forth in APPENDIX 1 under Section VI which may be updated from time to time.</p> <p>3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank as appropriate.</p> |
| 4. Eligible Bidders | <p>4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.</p> <p>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <ul style="list-style-type: none"> (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or (b) receives or has received any direct or indirect subsidy from another Bidder; or (c) has the same legal representative as another Bidder; or (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or (e) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or (f) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS 2.1 that it provided or |

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| | <p>were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or</p> <p>(h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank, throughout the Bidding process and execution of the Contract.</p> <p>4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.</p> <p>4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8 and ITB 49. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including Related Services.</p> <p>4.5 Under Bank funding, a Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in APPENDIX 1 under Section VI, shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address of the Bank specified in the BDS. website address of the authority, listing the firms that have been debarred for Corrupt and Fraudulent practices, is provided in the BDS.</p> <p>4.6 Under Bank funding, Bidders that are state-owned enterprises or institutions in Pakistan may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.</p> |
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| | 4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration. |
| | 4.8 Firms and individuals may be ineligible if so indicated under ITB 49, and (a) as a matter of law or official regulations, Pakistan prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Pakistan prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. |
| | 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request. |
| | 4.10 a firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption; and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process. |
| 5. Eligible Goods and Related Services | 5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country in accordance with ITB 49. |
| | 5.2 For purposes of this ITB, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" including insurance, installation, training, and initial maintenance. |
| | 5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| A. Contents of Bidding Document | |
| 6. Sections of Bidding Document | <p>6.1 The bidding document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p>PART 1 Bidding Procedures</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section II. Bid Data Sheet (BDS) |

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| | <ul style="list-style-type: none"> • Section III. Evaluation and Qualification Criteria (EQC) • Section IV. Bidding Forms (BDF) <p>PART 2 Supply Requirements</p> <ul style="list-style-type: none"> • Section V. Schedule of Requirements (SOR) <p>PART 3 Conditions of Contract and Contract Forms</p> <ul style="list-style-type: none"> • Section VI. General Conditions of Contract (GCC) • Section VII. Special Conditions of Contract (SCC) • Section VIII. Contract Forms (COF) |
| | 6.2 The Request for Bids (RFB), issued by the Purchaser is not part of this bidding document. |
| | 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail. |
| | 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document. |
| 7. Clarification of Bidding Document | 7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified in the BDS. The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2. |
| 8. Amendment of Bidding Document | 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda. |
| | 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1. |
| | 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its |

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| | discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2. |
| B. Preparation of Bids | |
| 9. Cost of Bidding | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. |
| 10. Language of Bid | 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 11. Documents Comprising the Bid | <p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid prepared in accordance with ITB 12; (b) Price Schedules: completed in accordance with ITB 12 and ITB 14; (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1; (d) Alternative Bid: if permissible, in accordance with ITB 13; (e) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3; (f) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted; (g) Bidder's Eligibility: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid; (h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder; (i) Conformity: documentary evidence in accordance with ITB 16, that the Goods and Related Services conform to the bidding document; (j) Sample(s) of Goods: if required, in accordance with ITB 16.6; and (k) any other document required in the BDS. |
| | 11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. |

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| | 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| 12. Letter of Bid and Price Schedules | 12.1 The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested. |
| 13 Alternative Bids | 13.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. |
| 14. Bid Prices and Discounts | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below. |
| | 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules. |
| | 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered. |
| | 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1. |
| | 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29.4. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero. |
| | 14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time. However, discounts that are conditional on the award of more than one lot, or any cross discount, will not be considered for bid evaluation purpose. |

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| | <p>14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified in the BDS.</p> <p>14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with ITB 49. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with ITB 49. Prices shall be entered in the following manner:</p> <ul style="list-style-type: none"> (a) For Goods manufactured in Pakistan: <ul style="list-style-type: none"> (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods; (ii) any sales tax and other taxes which will be payable on the Goods in Pakistan if the Contract is awarded to the Bidder; and (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS. (b) For Goods manufactured outside Pakistan, to be imported: <ul style="list-style-type: none"> (i) the price of the Goods, quoted CIP named place of destination, in Pakistan, as specified in the BDS; (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS; (c) For Goods manufactured outside Pakistan, already imported: <ul style="list-style-type: none"> (i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported; (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported; (iii) the price of the Goods, obtained as the difference between (i) and (ii) above; (iv) any sales and other taxes which will be payable on the Goods in Pakistan if the Contract is awarded to the Bidder; and |
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| | <p>(v) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.</p> <p>(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).</p> |
| 15.Currencies of Bid and Payment | 15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in PKR the portion of the Bid price that corresponds to expenditures incurred in Pakistan, unless otherwise specified in the BDS. |
| | 15.2 Subject to BDS the Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to PKR. |
| 16.Documents Establishing the Eligibility and Conformity of the Goods and Related Services; and provision of Sample of Goods | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements. |
| | 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section V, Schedule of Requirements. |
| | 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser. |
| | 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the |

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| | Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements. |
| | 16.6 If required by the Purchaser, the Bidder shall furnish along with its Bid sample(s) of Goods as specified in the BDS. |
| 17 Documents Establishing the Eligibility and Qualifications of the Bidder | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms. |
| | <p>17.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser's satisfaction:</p> <ul style="list-style-type: none"> (a) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Pakistan; (b) that, if required in the BDS, in case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the Contract) represented by an Agent in Pakistan equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria. |
| 18.Period of Validity of Bids | 18.1 Bids shall remain valid until the date specified in the BDS or any extended date if amended by the Purchaser in accordance with ITB 8. A Bid that is not valid until the date specified in the BDS, or any extended date if amended by the Purchaser in accordance with ITB 8, shall be rejected by the Purchaser as nonresponsive. |
| | 18.2 In exceptional circumstances, prior to the expiry of the Bid validity, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for Bid validity. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3. |
| | 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the Bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows: |

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| | <p>(a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified in the BDS;</p> <p>(b) in the case of adjustable price contracts, no adjustment shall be made; or</p> <p>(c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above</p> |
| 19. Bid Security / Bid-Securing Declaration | <p>19.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified in the BDS, in original form and, in the case of a Bid Security, in the amount and currency specified in the BDS.</p> |
| | <p>19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.</p> |
| | <p>19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:</p> <ul style="list-style-type: none"> (a) an unconditional guarantee issued by a bank; (b) an unconditional guarantee issued by a non-bank financial institution (such as an insurance company of AA rating); (c) an irrevocable letter of credit; (d) a cashier's or certified check; or (e) another security specified in the BDS, <p>from a reputable source, and an eligible country. If the source of funds is ADB, as specified under ITB 2.1, the acceptable forms of Bid Security shall only be as per (a), (c) and (d) above.</p> <p>If the unconditional guarantee is issued by a financial institution located outside Pakistan, it shall be counter-guaranteed by a correspondent financial institution located in Pakistan, for being encashable in Pakistan. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.</p> |
| | <p>19.4 If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.</p> |
| | <p>19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 46.</p> |

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| | 19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security. |
| | 19.7 The Bid Security may be forfeited or the Bid-Securing Declaration executed: <ul style="list-style-type: none"> (a) if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or (b) if the successful Bidder fails to: <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITB 45; or (ii) furnish a Performance Security in accordance with ITB 46. |
| | 19.8 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2 |
| | 19.9 If a Bid Security is not required in the BDS, pursuant to ITB 19.1, and <ul style="list-style-type: none"> (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 46; the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. This provision shall not be applicable in case of ADB funding. |
| 20.Format and Signing of Bid | 20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL”. Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail. |
| | 20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information. |
| | 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written |

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| | confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid. |
| | 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives that shall be attached to the Bid. |
| | 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid. |
| C. Submission and Opening of Bids | |
| 21. Sealing and Marking of Bids | <p>21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:</p> <ul style="list-style-type: none"> (a) in an envelope marked “ORIGINAL BID”, all documents comprising the Bid, as described in ITB 11; and (b) in an envelope marked “BID COPIES”, all required copies of the Bid; and, (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant: <ul style="list-style-type: none"> i. in an envelope marked “ALTERNATIVE BID – ORIGINAL”, the alternative Bid; and ii. in the envelope marked “ALTERNATIVE BID – COPIES” all required copies of the alternative Bid. |
| | <p>21.2 The inner and outer envelopes, shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Purchaser in accordance with ITB 22.1; (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and (d) bear a warning not to open before the time and date for Bid opening. |
| | 21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid. |
| 22. Deadline for Submission of Bids | 22.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified in the BDS. |

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| | <p>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p> |
| 23.Late Bids | <p>23.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</p> |
| 24.Withdrawal, Substitution, and Modification of Bids | <p>24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none"> (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “SUBSTITUTION”, “MODIFICATION”; and (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22. |
| | <p>24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.</p> |
| | <p>24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.</p> |
| 25.Bid Opening | <p>25.1 Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified in the BDS in the presence of Bidders’ designated representatives and anyone who chooses to attend Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified in the BDS.</p> |
| | <p>25.2 First, the written notice of withdrawal in the envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.</p> |

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| | 25.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening. |
| | 25.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. |
| | 25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. |
| | 25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified in the BDS. |
| | 25.7 At the Bid opening the Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1). |
| | 25.8 Following the opening of the Bids, the Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: <ul style="list-style-type: none"> (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification; (b) the Bid Price, per lot (contract) if applicable, including any discounts; (c) if applicable, any alternative Bids; and (d) the presence or absence of a Bid Security or Bid-Securing Declaration if one was required. |
| | 25.9 The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. |
| D. Evaluation and Comparison of Bids | |
| 26. Confidentiality | 26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information on |

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| | Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 40. |
| | 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid. |
| | 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing. |
| 27. Clarification of Bids | 27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid given a reasonable time for a response. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 31. |
| | 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected. |
| 28. Deviations, Reservations, and Omissions | <p>28.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the bidding document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document. |
| 29. Determination of Responsiveness | 29.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11. |
| | <p>29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) if accepted, would: <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or (ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. |

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| | 29.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation, or omission. |
| | 29.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. |
| 30.Nonconformities, Errors and Omissions | 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid. |
| | 30.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. |
| | 30.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate. |
| 31.Correction of Arithmetical Errors | <p>31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. |

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| | 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid. |
| 32. Conversion to Single Currency | 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS. |
| 33. Margin of Preference | 33.1 Unless otherwise specified in the BDS, a margin of preference shall not apply. |
| 34. Evaluation of Bids | 34.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be: <ul style="list-style-type: none"> (a) substantially responsive to the bidding document; and (b) the lowest evaluated price. |
| | 34.2 To evaluate a Bid, the Purchaser shall consider the following: <ul style="list-style-type: none"> (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14; (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1; (c) price adjustment due to discounts offered in accordance with ITB 14.4, subject to ITB 14.6; (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32; (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria. |
| | 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation. |
| | 34.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria. |
| | 34.5 The Purchaser's evaluation of a Bid will exclude and not take into account: |

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| | <p>(a) in the case of Goods manufactured in the Pakistan, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;</p> <p>(b) in the case of Goods manufactured outside Pakistan, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;</p> <p>(c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.</p> <p>34.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2(f).</p> |
| 35.Comparison of Bids | <p>35.1 The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.2 to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within Pakistan, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.</p> |
| 36.Abnormally Low Bids | <p>36.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.</p> <p>36.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.</p> <p>36.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.</p> |
| | <p>37.1 The Purchaser shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and</p> |

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| 37. Qualification of the Bidder | substantially responsive Bid, meets the qualifying criteria specified under Sub-Section 3 in Section III, Evaluation and Qualification Criteria. |
| | <p>37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder. - The Employer, 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: Provided that such qualification shall only be laid down after recording reasons therefor in writing and they shall form part of the records of that procurement proceeding.</p> |
| | <p>37.3 the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.</p> |
| | <p>37.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.</p> |
| 38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids | <p>38.1 The Purchaser 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 Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.</p> <p>38.2 the Purchaser shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of all bids, but is not required to justify those grounds.</p> |
| 39. Standstill Period | <p>39.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be the number of days, as specified in the BDS, unless extended under the applicable regulation, as specified in the BDS. The Standstill Period commences the day after the date</p> |

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| | the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the WB, the Standstill Period shall not apply. |
| 40.Notification of Intention to Award | <p>40.1 The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) the name and address of the Bidder submitting the successful Bid; (b) the Contract price of the successful Bid; (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated; (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in (c) above already reveals the reason; (e) the expiry date of the Standstill Period; (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period. |
| E. Award of Contract | |
| 41.Award Criteria | <p>41.1 Subject to ITB 38, the Purchaser shall award the Contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:</p> <ul style="list-style-type: none"> (a) substantially responsive to the bidding document; and (b) having the lowest evaluated price. |
| 42.Purchaser's Right to Vary Quantities at Time of Award | <p>42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.</p> |
| 43.Notification of Award | <p>43.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 39.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period (as specified in the BDS ITB 39.1), the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the 'Contract Forms' called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").</p> |

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| | <p>43.2 Contract Award Proforma prescribed by NAB and PPRA regarding contracts worth PKR 50 Million and above shall be provided to NAB and published on the PPRA website, respectively, by the Purchaser within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) name and address of the Purchaser; (b) name and reference number of the contract being awarded, and the selection method used; (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated; (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting Qualification Criteria, or were not evaluated, with the reasons therefor; (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and (f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 45.1. <p>43.3 The Contract Award Notice shall be published on the Purchaser's website with free access if available, or in at least one newspaper of national circulation in Pakistan, or in the official gazette. the Purchaser shall also publish the contract award notice in UNDB online.</p> <p>43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.</p> |
| 44. Debriefing by the Purchaser | <p>44.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 40.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.</p> <p>44.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.</p> <p>44.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of</p> |

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| | contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period. |
| | 44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting. |
| 45. Signing of Contract | 45.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit additional information on its beneficial ownership. The additional information on beneficial ownership, if so specified in the BDS, shall be submitted within eight (8) Business Days of receiving this request. |
| | 45.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt. |
| | 45.3 Notwithstanding ITB 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Pakistan, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. |
| 46. Performance Security | 46.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC / SCC 18, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another Form acceptable to the Purchaser. The Performance Security shall be issued by a reputable bank selected by the successful Bidder. If the Performance Security is issued by a bank located outside Pakistan, it shall be counter-guaranteed by a correspondent bank located in Pakistan, for being encashable in Pakistan. In case of a Joint Venture, the Performance Security must be in the name of all members of the Joint Venture that signs the Contract. |
| | 46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid. |

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| 47.Procurement Related Complaint | 47.1 The procedures for making a Procurement-related Complaint are as specified in the BDS. |
| 48.Integrity Pact | 48.1 The Bidder shall sign and affix seal on the Integrity Pact included in Section IV, Bidding Forms, for all procurement contracts worth PKR ten million or more. Failure to provide the Integrity Pact, signed by the person authorized in accordance with ITB 20.3, in the Bid may cause rejection of Bid; unless otherwise rectified under ITB 30.2. |
| 49.Eligible Countries | 49.1 The Eligible Countries for Bidders and the Eligible Countries for 'Goods and Related Services' are as specified in the BDS. |

Section II. Bid Data Sheet (BDS)

This Section includes data provisions that are specific to any procurement and supplement the information or requirements included in Section I - Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those under ITB. Instructions for completing the Bid Data Sheet (BDS) are provided in the notes in italics which shall be deleted finally on completing the BDS by the Purchaser. To facilitate completing the BDS, its Clauses are numbered with the same numbers as the corresponding ITB Clauses.

| A. General | |
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| ITB 1.1 | <p>The reference number of the Request for Bids (RFB) is: PK-HPMU-524370-GO-RFB</p> <p>The Purchaser is: KP-HCIP Health Department, Khyber Pakhtunkhwa</p> <p>The name of the RFB is: Procurement of Supply, Installation, and Commissioning of Autoclaves with Shredders and Associated Equipment for Infectious Waste Management at BHUs, RHCs, and Cat-C & D Hospitals in Four Districts of Khyber Pakhtunkhwa.</p> <p>The number and identification of lots (contracts) comprising this RFB is: One (01) Package for all Districts.</p> <p>Project Districts: Peshawar, Swabi, Nowshera & Haripur.</p> |
| ITB 1.2(a) | <p>Electronic –Procurement System: Not Applicable</p> <p>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: N/A</p> <p>The electronic-procurement system shall be used to manage the following aspects of the Bidding process: N/A</p> |
| ITB 2.1 | <p>The Borrower is: Islamic Republic of Pakistan</p> <p><i>Implementing Agency: KP-HCIP Health Department.</i></p> <p>Name of the Bank : <u>World Bank</u></p> <p>Loan or Financing Agreement amount: <u>63.44 million USD</u></p> <p>The name of the Project is: Khyber Pakhtunkhwa Human Capital Investment Project (KP-HCIP).</p> |
| ITB 4.1 | Maximum number of members in the Joint Venture (JV) shall be: Two (02) |
| ITB 4.5 | <p>The list of debarred firms and individuals is available on the following website:</p> <p>http://www.worldbank.org/debarr;</p> |
| B. Contents of Bidding Document | |

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| ITB 7.1 | <p>For Clarification of Bid purposes only, the Employer's address is: Project Director KP-HCIP Health, 240 Defense Colony Shami Road Peshawar Attention: Chairman Procurement Committee. Address: 240 Defense Colony Shami Road Peshawar, Pakistan. Contact Number: 091-9211605 Floor/ Room number: <i>N/A</i> City: <i>Peshawar</i> ZIP Code/ <i>postal code</i>, 25000 Country: <i>Pakistan</i> Telephone: 091-9211605 Facsimile number: <i>N/A</i> Electronic mail address: kphciphealth163@gmail.com Web page: https://www.hcip.healthkp.gov.pk https://www.healthkp.gov.pk/</p> |
| | <p>Requests for clarification should be received by the Employer no later than: <u>07 Days of the closing date of the RFB.</u> Web page: https://www.hcip.healthkp.gov.pk https://www.healthkp.gov.pk/</p> |
| C. Preparation of Bids | |
| ITB 11.1 (k) | <p>The Bidder shall submit the following additional documents in its Bid: Integrity Pact properly signed, as required under ITB 48 (form is provided in Section IV); JV agreement as per ITB 11.2 in case of JV;</p> |
| ITB 12.1 | <p>The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.</p> |
| ITB 13.1 | <p>Alternative Bids “shall not be” considered.</p> |
| ITB 14.5 | <p>The prices quoted by the Bidder “shall not” be subject to adjustment during the performance of the Contract.</p> |
| ITB 14.7 | <p>The Incoterms edition is: Incoterms 2020 DDP.</p> |
| ITB 14.8 (a)(iii), (b)(ii) and (c)(v) | <p>Final Destination (Project Site): <i>BHUs, RHCs, Cat C & D hospitals in four (04) selected districts (Peshawar, Nowshera, Swabi & Haripur). The hospitals list is annexed in bidding document.</i></p> |

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| ITB 14.8 (b)(i) | Place of destination: <i>BHUs, RHCs, Cat C & D hospitals in four (04) selected districts (Peshawar, Nowshera, Swabi & Haripur).</i> |
| ITB 15.1 and 15.2 | <p>Local Bidders: The Bid Price shall be quoted only in Pakistan Rupees (PKR).</p> <p>All prices for Goods and Related Services, whether supplied from within Pakistan or imported, shall be expressed in PKR.</p> <p>International Bidders: International bidder can quote in any freely convertible currencies, however evaluation will be carried out in equivalent PKR and contract will be signed in PKR. For evaluation purposes, bids received in other currencies will be converted to PKR as per rate of exchange (selling rate) published by the State Bank of Pakistan.</p> |
| ITB 16.4 | Period of time the Goods are expected to be functioning (for the purpose of warranty period): Three (3) years. |
| ITB 17.2 (a) | Manufacturer's authorization is: "required" if the bidder itself is not manufacturer of Auto clave with Shredder. |
| ITB 17.2 (b) | <p>Warranty:</p> <p>The Equipment (Autoclave with Shredder) shall be covered by a comprehensive warranty for a period of three (3) years from the date of commissioning.</p> <p>The warranty shall be fully included in the Bid Price, and no additional cost shall be payable by the Purchaser during the warranty period.</p> <p>The warranty shall cover all defects in materials, workmanship, spare parts, consumables required for corrective maintenance, and labor.</p> <p>During the warranty period, the Bidder shall provide services in accordance with the execution of warranty mentioned in the TORs/Scope of services of the project.</p> |
| ITB 18.1 | The Bid shall be valid until: Ninety (90) days from closing date of the RFB. |
| ITB 18.3 (a) | The Bid price shall be adjusted by the following factor(s): N/A. |
| ITB 19.1 | <p>A Bid Security "shall be" required.</p> <p>A Bid-Securing Declaration "shall not be" required.</p> <p>The amount and currency of the Bid Security shall be PKR 10,000,000 (PKR Ten Million) However, international bidders can quote the same in USD (equivalent amount).</p> |

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| ITB 19.3 (d) | <p>Bid Security is specified pursuant to ITB 19.1, the Bid security shall be a demand guarantee in any of the following forms at the Bidder's option:</p> <ul style="list-style-type: none"> a. An unconditional guarantee issued by a bank is acceptable. The non-bank financial institution (such as insurance, bonding or surety company) security is not acceptable. b. an irrevocable letter of credit; c. a cashier's or certified check; or <p>Other types of acceptable securities: CDR/SDR/DD/PO or any other form acceptable under the World Bank Procurement Regulations.</p> |
| ITB 19.3 | <p>Subject to the succeeding sentences, any Bid not accompanied by substantially compliant Bid Security shall be rejected by the Purchaser as nonresponsive. Failure to provide a compliant Bid Security within the said period shall cause the rejection of the Bid.</p> |
| ITB 20.1 | <p>In addition to the original of the Bid, the number of copies is: (01) number of copies.</p> |
| ITB 20.3 | <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Authority Letter</p> |
| D. Submission and Opening of Bids | |
| ITB 22.1 | <p>For <u>Bid submission purposes</u> only, the Purchaser's address is:</p> <p>Project Director KP-HCIP Health Department, 240 Defense Colony Shami Road Peshawar.</p> <p>Attention: Chairman Procurement Committee</p> <p>Street Address: 240, St-13, Defense Colony Shami Road Peshawar.</p> <p>Floor/ Room number: N/A</p> <p>City: Peshawar</p> <p>ZIP/Postal Code: 25000</p> <p>Country: Pakistan</p> <p>The deadline for Bid submission is:</p> <p>Date: 20 February 2026</p> <p>Time: 11:30 a.m.</p> <p>[Note: The date and time should be the same as those provided in the Specific Procurement Notice - Request for Bids, unless subsequently amended pursuant to ITB 22.2.]</p> |
| ITB 22.1 | <p>Bidders Shall Not have the option of submitting their Bids electronically.</p> |

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| ITB 25.1 | <p>The Bid opening shall take place at:</p> <p>Street Address: Project Director KP-HCIP Health Department, 240 Defense Colony Shami Road Peshawar.</p> <p>Country: Pakistan</p> <p>Date: 20 February 2026</p> <p>Time: 11:30 am.</p> |
| ITB 25.6 | <p>The Letter of Bid shall be duly signed by the Bidder or its authorized representative. Bids not including the Letter of Bid properly filled and signed will be rejected and not considered for further evaluation.</p> <p>The Letter of Bid contained in the Bid shall be initialed by three (3) representatives of the Procurement Committee conducting the Bid opening.</p> |
| E. Evaluation and Comparison of Bids | |
| ITB 32.1 | <p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: PKR</p> <p>The source of selling exchange rate shall be: State Bank of Pakistan</p> <p>The date for the exchange rate shall be: Twenty-eight (28) days prior to the deadline for submission of bids, if and as extended.</p> |
| ITB 33.1 | A margin of domestic preference “ <i>shall not</i> ” apply. |
| ITB 34.2(a) | <p>Evaluation will be done for the whole as one lot.</p> <p>Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and the bid shall be declared as non-responsive.</p> |
| ITB 34.6 | <p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in Delivery schedule: No</p> <p>(b) Deviation in payment schedule: No</p> |

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| | <p>(c) the cost of major replacement component, mandatory spare parts, and service: No</p> <p>(d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the Bid: No</p> <p>(e) Life cycle costs: the costs during the life of the goods or equipment: No</p> <p>(f) the performance and productivity of the equipment offered; No</p> <p>(g) The rest of evaluation criteria is mentioned in Section III, Evaluation and Qualification Criteria</p> |
| ITB 37.1 | <p>The Bidder shall meet the Qualification Criteria set out under Sub-Section 3 (Evaluation and Qualification Criteria) of Section III, including:</p> <p>(a) Financial Capability; and</p> <p>(b) Specific Experience.</p> <p>(c) Rest of evaluation criteria</p> |
| ITB 39.1 | <p>The Standstill period (as agreed), unless otherwise extended, shall be:</p> <p>Five (05) Business Days. The Standstill period may be extended, , in accordance with Paragraph 5.82 of its <u>Procurement Regulations for IPF Borrowers</u>, 2023.</p> |
| F. Award of Contract | |
| ITB 42 | <p>The maximum percentage by which quantities may be increased is: Fifteen percent (15%)</p> <p>The maximum percentage by which quantities may be decreased is: Fifteen percent (15%)</p> |
| ITB 45.1 | <p>The successful Bidder shall submit: "Beneficial Ownership Disclosure Form"(in compliance.</p> |
| ITB 46.1 | <p>A Performance Security "<i>shall</i>" be required]</p> <p>Performance Guarantee: The Supplier shall submit a Performance Security in an amount equal to five percent (5%) of the Contract Price at the time of contract signing, in accordance with the requirements specified in the Instructions to Bidders (ITB) and the Conditions of Contract.</p> <p>The Performance Security shall be in the form specified in the Contract and shall remain valid until the Supplier has fulfilled its contractual obligations, including delivery, installation, inspection, acceptance, and warranty obligations.</p> <p>The Performance Security shall be released progressively as follows, subject to satisfactory performance by the Supplier:</p> <p>a. Thirty-three percent (33%) of the Performance Security shall be released upon successful completion of the first year of the warranty period.</p> |

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| | <p>b. An additional thirty-three percent (33%) of the Performance Security shall be released upon successful completion of the second year of the warranty period; and</p> <p>c. The remaining balance of the Performance Security shall be released upon successful completion of the third year of the warranty period.</p> <p>d. The Performance Security may be provided in the form of a single Bank Guarantee and shall be partially released in accordance with the above schedule.</p> |
| ITB 47.1 | <p>The procedures for making a Procurement-related Complaint are detailed: under Annex III of Procurement Regulations for IPF Borrowers;</p> <p>If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, <u>in writing</u> (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: Dr. Muhammad Bilal Khan, Title/position: Project Director KP-HCIP Employer: KP-HCIP (Health) Email address: kphciphealth163@gmail.com</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Bidding Documents, subject to ITB 7; and 2. the Purchaser's decision to exclude a Bidder from the procurement process, under ITB 40.1. |
| ITB 49.1 | <p>For Bidders:</p> <p>Excepting the countries upon which international sanctions are imposed, and Pakistan prohibits commercial relations (as a matter of law or official regulation) with any or does not recognize any including all other countries; A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services;</p> <p>For Goods and Related Services:</p> <p>all Goods and Related Services to be supplied under the Contract, shall have their country of origin in eligible source countries which are same as for Bidders, and all expenditures under the Contract will be limited to such Goods and Related Services.</p> <p>For purposes of this clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.</p> <p>The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture,</p> |

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| | <p>processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.</p> <p>The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.</p> |
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Section III. Evaluation and Qualification Criteria (EQC)

This Section contains all the criteria that the Purchaser may use to evaluate a Bid and determine whether a Bidder has the required qualifications.

[Most Advantageous Bid]

The Purchaser shall use the criteria and methodologies listed in the following Sub-Section 2 (Evaluation of Bid) and Sub-Section 3 (Qualification of Bidder), once having verified Eligibility of Bidder under Sub-Section 1, to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

(a) substantially responsive to the bidding document; and (b) having the lowest evaluated price.]

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| 1. Eligibility of Bidder (ITB 4) | |
| 2. Evaluation of Bid (ITB 34) | |
| 3. Qualification of Bidder (ITB 37) | |

1. Eligibility of Bidder (ITB 4)

| Criteria | Compliance Requirements | | | Documents |
|-------------|-------------------------|-----------------------|--------------|--------------------------|
| Requirement | Single Entity | Joint Venture | | |
| | | All Partners Combined | Each Partner | One Partner |
| | | | | |
| | | | | Corresponding Submission |

1.1 Nationality

| | | | | | |
|--|-----------------------|-----------------------|-----------------------|----------------|--|
| Nationality in accordance with ITB 4.4, subject to ITB 49.1. | Must meet requirement | Must meet requirement | Must meet requirement | Not applicable | Bidder's/ JV members Information Form(s) |
|--|-----------------------|-----------------------|-----------------------|----------------|--|

1.2 Conflict of Interest

| | | | | | |
|--|-----------------------|-----------------------|-----------------------|----------------|---------------|
| No conflicts of interest in accordance with ITB 4.2. | Must meet requirement | Must meet requirement | Must meet requirement | Not applicable | Letter of Bid |
|--|-----------------------|-----------------------|-----------------------|----------------|---------------|

1.3 Eligibility

| | | | | | |
|---|-----------------------|-----------------------|-----------------------|----------------|---------------|
| Not having been declared ineligible, as described in ITB 4.5. | Must meet requirement | Must meet requirement | Must meet requirement | Not applicable | Letter of Bid |
|---|-----------------------|-----------------------|-----------------------|----------------|---------------|

1.4 State-Owned Enterprise or institution of Pakistan

| | | | | | |
|--|-----------------------|-----------------------|-----------------------|----------------|--|
| Bidder required to meet conditions of ITB 4.6. | Must meet requirement | Must meet requirement | Must meet requirement | Not applicable | Bidder's/ JV members Information Form(s) |
|--|-----------------------|-----------------------|-----------------------|----------------|--|

1.5 United Nations resolution or Pakistan law

| | | | | | |
|---|-----------------------|-----------------------|-----------------------|----------------|---------------|
| Not having been excluded as a result of prohibition in Pakistan laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8. | Must meet requirement | Must meet requirement | Must meet requirement | Not applicable | Letter of Bid |
|---|-----------------------|-----------------------|-----------------------|----------------|---------------|

1.6 Registration of National Bidders

| | | | | | |
|--|-----------------------|-----------------------|-----------------------|----------------|--|
| Registration with: Regulatory Body / Licensing Authority, and FBR. | Must meet requirement | Must meet requirement | Must meet requirement | Not applicable | Bidder's/ JV members Information Form(s) |
|--|-----------------------|-----------------------|-----------------------|----------------|--|

2. Evaluation of Bid (ITB 34)

Technical evaluation of the Bid shall be done as specified in Section V, Schedule of Requirements, which as a minimum, if not specified thereunder, shall include verification of Bidder's compliance against technical requirement's in accordance with 'Technical Requirements Checklist' provided under Section IV, Bidding Forms and / or through Inspection and Testing of Samples if so required.

2.1. Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.8, one or more of the following factors as specified in ITB 34.2(f) and in BDS referring to ITB 34.6, using the following criteria and methodologies.

(a) *Delivery schedule: (As per Incoterms specified in the BDS) (NOT APPLICABLE)*

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section V, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment of [insert the adjustment factor], will be added, for evaluation purposes only, to the Bid price of Bids offering deliveries later than the "Earliest Delivery Date" specified in Section V, Schedule of Requirements.

(b) *Deviation in payment schedule: [insert one of the following] (NOT APPLICABLE)*

(i) *Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced Bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC. **OR***

(i) *The SCC stipulates the payment schedule specified by the Purchaser. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in the SCC, at the rate per annum [insert adjustment rate].*

(c) *Cost of major replacement components, mandatory spare parts, and service: [insert one of the following] (NOT APPLICABLE)*

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS 16.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Bid, shall be added to the Bid price, for evaluation purposes only. **OR***

(i) *The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS 16.4. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price, for evaluation purposes only.*

- (d) Availability in Pakistan of spare parts and after sales services for equipment offered in the Bid:

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Bid price, for evaluation purposes only. *N/A*

- (e) Life Cycle Costs: **(NOT APPLICABLE)**

If specified in BDS 34.6, an adjustment to take into account the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Bid price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below and the following information:

[Note to Purchaser: Life cycle costing should be used when the costs of operation and/or maintenance over the specified life of the goods are estimated to be considerable in comparison with the initial cost and may vary among different Bids. Life cycle costs shall be evaluated on a net present value basis. If life cycle costs apply, then specify the factors required to determine them for evaluation purposes.]

[Either amend the following text as required, or delete if life cycle cost is not applicable]

- (i) number of years for life cycle cost determination *[insert the number of years]*;
- (ii) the discount rate to be applied to determine the net present value of future operation and maintenance costs (recurrent costs) is *[insert the discount rate]*;
- (iii) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: *[insert methodology]*;
- (iv) and the following information is required from bidders *[insert any information required from bidders, including prices]*.

- (f) Functional Performance and productivity of the equipment: *N/A*

- (i) An adjustment representing the capitalized cost of additional operating costs over the life of the goods will be added to the Bid price, for evaluation purposes if specified in the BDS 34.6. The adjustment will be evaluated based on the drop in the (functional) guaranteed performance or efficiency offered in the Bid below the norm of 100, using the methodology specified below.

[insert the methodology and criteria if applicable] **OR**

- (i) An adjustment to take into account the productivity of the goods offered in the Bid will be added to the Bid price, for evaluation purposes only, if specified in BDS 34.6. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the Bid with respect to minimum required values, using the methodology specified below.

[insert the methodology and criteria if applicable]

- (g) Specific additional criteria: **(NOT APPLICABLE)**

*[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS 34.6][If specific **sustainable procurement technical requirements** have been specified in Section V, Schedule of Requirements (Specifications), **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail*

(compliance basis), if applicable, specify the monetary adjustments to be applied to Bid Prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements.]

2.2. Multiple Contracts (ITB 34.4) NOT APPLICABLE

If in accordance with ITB 1.1, Bids are invited for individual lots or for any combination of lots, the contract will be awarded to the Bidder or Bidders offering a substantially responsive Bid(s) and the lowest evaluated cost to the Purchaser for combined lots, after considering all possible combination of lots, subject to the selected Bidder(s) meeting the required qualification criteria (Sub-Section 3 of this Section III) for a lot or combination of lots as the case may be.

In determining Bidder or Bidders that offer the total lowest evaluated cost to the Purchaser for combined lots, the Purchaser shall apply the following steps in sequence:

- (a) evaluate individual lots to determine the substantially responsive Bids and corresponding evaluated costs;
- (b) for each lot, rank the substantially responsive Bids starting from the lowest evaluated cost for the lot;
- (c) apply to the evaluated costs listed in b) above, any applicable discounts/price reductions offered by a Bidder (s) for the award of multiple contracts based on the discounts and the methodology for their application offered by the respective Bidder; and
- (d) determine contract award on the basis of the combination of lots that offer the total lowest evaluated cost to the Purchaser.

2.3. Alternative Bids (ITB 13.1) NOT APPLICABLE

An alternative if permitted under ITB 13.1, will be evaluated as follows:

[insert one of the following]

“A Bidder may submit an alternative Bid only with a Bid for the base case. The Purchaser shall only consider the alternative Bids offered by the Bidder whose Bid for the base case was determined to be the Most Advantageous Bid.” **OR**

“A Bidder may submit an alternative Bid with or without a Bid for the base case. The Purchaser shall consider Bids offered for alternatives as specified in the Technical Specifications of Section V, Schedule of Requirements. All Bids received, for the base case, as well as alternative Bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITB 34.”

2.4. Margin of Preference (ITB 33) NOT APPLICABLE

[Applies only in case of government funding. Similarly, for off- the- shelf Goods, normally not applicable, in which case delete this provision]

If the Bid Data Sheet (BDS) so specifies, the Purchaser will grant a margin of preference to goods manufactured in Pakistan for the purpose of Bid comparison, in accordance with the procedures outlined in subsequent paragraphs; subject to Ministry of Commerce, Government of Pakistan S.R.O.827(I)/2001.

Substantially responsive Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in Pakistan, for which (i) labor, raw materials, and components from within Pakistan account for (I) minimum of twenty (20) percent, OR (II) over

twenty (20) percent and up to thirty (30) percent, OR (III) over thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Bid submission: Provided that:

- (1) the saving in foreign exchange is not less than the amount of price preference; and
 - (2) it is ensured that in each case of such preference, the total import requirements for producing the supplies tendered for locally manufactured items has been duly indicated by the bidders;
- (b) **Group B:** All other Bids offering Goods manufactured in Pakistan;
- (c) **Group C:** Bids offering Goods manufactured outside Pakistan that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the bidding document is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its Bid, but merely in the Purchaser's reclassification of the Bid into its appropriate Bid group.

The Purchaser will first review the Bids to confirm the appropriateness of, and to modify as necessary, the Bid group classification to which Bidders assigned their Bids in preparing their Bid Forms and Price Schedules.

The Bids in each group will then be compared to determine the Bid with the lowest evaluated cost in that group. The lowest evaluated cost Bid from each group shall then be compared with each other and if as a result of this comparison a Bid from Group A or Group B is the lowest, it shall be selected for the award.

If as a result of the preceding comparison, a Bid from Group C is the lowest evaluated cost, all Bids from Group C shall be further compared with the Bid with the lowest evaluated cost from Group A after adding to the evaluated costs of goods offered in each Bid from Group C, for the purpose of this further comparison only, an amount equal to [(I) 15% (fifteen percent) OR (II) 20% (twenty percent) OR (III) 25% (twenty five percent), respectively as per three categories given under sub-paragraph (a) herein above] of the respective CIP Bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group C shall be selected.

3. Qualification of Bidder (ITB 37)

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 34, and, if applicable, the assessment of any Abnormally Low Bid (in accordance with ITB 36) the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

| Mandatory Criteria | Yes/No |
|---|--------|
| Compliance with Specifications | |
| The Quoted Equipment shall be CE certified (valid) | |
| Where the bidder is not the manufacturer, a valid authorization letter for the quoted product, issued by the principal manufacturer specifically for this procurement and in the name of the bidding firm, shall be submitted. In the event of any default, the manufacturer shall be jointly and severally liable. | |
| <p>(a) Financial Capability:</p> <p>1. Audited Financial Statements: The Bidder shall submit audited financial statements (or, if not required by national law, other certified financial statements acceptable to the Purchaser) for the last three (03) years, demonstrating the current soundness of the Bidder's financial position.</p> <p>2. Average Annual Turnover (AATO): Minimum Average Annual Turnover of PKR 1500 million (or equivalent) during the last three (03) years, calculated as total certified payments received for contracts in progress and/or completed.</p> <p>3. Financial Resources: The Bidder shall demonstrate access to or availability of financial resources such as liquid assets, unencumbered lines of credit, or other financial means of at least PKR 250 million to meet the cash flow requirements for the contract and current commitments.</p> <p>For a Joint Venture (JV), each member must meet at least 50% of the required AATO and financial resources individually.</p> | |
| <p>(b) Specific Experience:</p> <p>The Bidder shall have successfully completed, within the last five (5) years, either:</p> <p>(i) At least one (1) contract involving the supply, installation, testing, and commissioning of healthcare infectious waste treatment equipment / Healthcare Autoclave sterilization system and / or Healthcare Infectious Waste shredder system with a minimum contract value of each project of PKR 800 million.</p> <p>Or two (2) contracts of PKR 400 million each.</p> <p>All contracts shall have been successfully completed and commissioned. Evidence included the contract agreement and end user satisfactory performance report / completion report.</p> | |

| | |
|--|--|
| <p>Installation, Training, and Support Capability (PASS/FAIL)</p> <ol style="list-style-type: none"> 1. The Bidder shall demonstrate experience in installation, commissioning, and training of end-user staff for healthcare infectious waste treatment equipment, in at least five (5) healthcare facilities within the last five (5) years. 2. The Bidder shall demonstrate technical engineering capability in managing the Human Resource i.e., B.Sc. Engineers, B.Tech. Technologist and DAE staff in electrical, electronics, mechanical, mechatronics, environment and Biomedical field minimum of 10 Employees on payroll. <p>Evidence includes CV, Educational Degrees/Diploma/Certificates, appointment letters and disbursement of salaries record through banking channel of last three months</p> | |
| <p>TECHNICAL CAPABILITY (PASS/FAIL – NOT QUALIFICATION)</p> <p>The Bidder shall demonstrate capability to provide installation support, initial operational guidance, and routine maintenance during the warranty period for healthcare infectious waste treatment equipment / Healthcare Autoclave sterilization system and / or Healthcare Infectious Waste shredder system.</p> | |
| <p>The bidder shall submit proper plan for the complete scope of supply to be completed within the five (05) month timelines from the date of signing of contract.</p> | |
| <p>Affidavit and CV of minimum 2 technical persons for each district who will be deputed by the supplier to ensure the up time of machine till the warranty period. In case of downtime during warranty period, the penalty mechanism is defined in Task Description(TORs), Execution of warranty.</p> | |
| <p>The Bidder shall submit ESMP for this work duly aligned with the ToRs, noncompliance shall lead to disqualification of firm.</p> | |
| <p>The bidder shall submit non-blacklisting certificate on judicial stamp paper</p> | |

Section IV. Bidding Forms (BDF)

This Section contains the forms which are to be completed by the Bidder and submitted as part of its Bid. Few *Incoterms*, as defined and developed (updated till 2020) by the International Chamber of Commerce (ICC) in Paris, have also been provided at the end of this Section for the sake of clarity where required. *[Some items of this Section shall be a part of the Contract, as per list given under the form of Contract Agreement in Section VIII, Contract Forms.]*

Table of Forms

| | |
|---|--|
| Letter of Bid | |
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| Technical Requirements Checklist | |
| Functional Guarantees | |
| Manufacturer's Authorization [If applicable under BDS: ITB 17.2 (a)] | |
| Bidder Information Form | |
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| Form of Bid Security (Bank Guarantee) | |
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| Price Schedule Forms | |
| Price Schedule: Goods Manufactured Outside Pakistan, to be Imported | |
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| Incoterms 2020 | |

Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Request for Bid No.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in Pakistan in accordance with ITB 4.7;
- (d) **Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others]:*
 We *[where JV, insert: "including any of our JV members"]*, and any of our subcontractors:
 - (i) *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
 - (ii) *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
 - (iii) *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.];*
- (e) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]* _____;
- (f) **Bid Price:** The total price of our Bid, excluding any discounts offered in the next item is:
 - Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies];*
 - Or
 - Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];* and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*

- (g) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Specify in detail each discount offered.]*
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- (h) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (i) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (j) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (k) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Bank or a debarment imposed by the Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Bank and other development banks. Further, we are not ineligible under the Pakistan laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (l) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (m) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| | | | |
| | | | |
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate “none.”);

- (n) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) **Purchaser Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption and that we have attached ‘**Integrity Pact**’ with our Bid in accordance with ITB 48.1.
- (q) **Registration of National Bidders:** We are registered with *[insert name of the Registration / Licensing authority]* to establish and run our business in this field, and we appear on Active Tax Payers’ List of FBR.

- (r) **We agree to permit** *[insert name of funding source as specified in Bid Data Sheet ITB 2.1]* or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by *[insert name of funding source as specified in Bid Data Sheet ITB 2.1]*.

Name of the Bidder: **[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ***[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

CNIC / Passport Number of the person named above (For National Bidders): *[insert CNIC / Passport Number of the person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with this Bid.

Technical Part

The Bid shall include all relevant information required to evaluate the Bid in accordance with the technical requirements, as given under Section V, Schedule of Requirements.

To establish the conformity of the Goods and Related Services to the RFB document, the Bidder shall furnish the documentary evidence that the Goods conform to the Technical Specifications and standards, including any essential technical and performance characteristics specified in Section V, Schedule of Requirements. Any required functional guarantees shall also be provided. The attached forms/format may support the Bidder to organize information required to present its Bid.

The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the Technical Specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section V, Schedule of Requirements.

In the interest of timely bid evaluation and contract award, Bidders are encouraged not to overload the supporting materials with documents that do not directly address the Purchaser's requirements.

The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period (if and as) specified in the ITB / BDS 16.4 following commencement of the use of the goods by the Purchaser.

Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.

If the contract has been assessed to present potential or actual cyber security risks, the Bid must include proposed cyber security risks management plan.

If there are assessed supply chain risks, the Bid must include proposed supply chain risk management plan.

The Manufacturer's Authorizations shall be included in accordance with ITB / BDS 17.2 (a) and the attached Manufacturer's Authorization form; it may not normally be the case for off-the-shelf Goods.

The Bidder may have to furnish samples, if required, in accordance with ITB / BDS 16.6 along with its Bid (Not Applicable)

Technical Requirements Checklist

[to be used as applicable]

| Technical Requirement No. _ | Technical Requirement [Purchaser to insert description of requirement] | Bidder's technical requirement's compliance [to be inserted by Bidder] | Bidder's references to supporting information in the Bid |
|-----------------------------|--|--|--|
| 1 | Auto Clave with Shredder along with RO Plant and 1 trolley Including supply, installation and commissioning charges for RHCs & BHUs with Warranty Cost of Three Years for spare parts (20 Kg/hr.) | | |
| 2 | Auto Clave with Shredder along with RO Plant and with 1 trolley Including supply, installation and commissioning charges for Cat-D Hospitals with Warranty Cost of Three Years for spare parts (30 Kg/hr.) | | |
| 3 | Auto Clave with Shredder along with RO plant and 1 trolley Including supply, installation and commissioning charges for Cat-C Hospitals with Warranty Cost of Three Years for spare parts (40 Kg/hr.) | | |
| 4 | Construction of Room for Autoclave with shredder along with compound for interim storage of Hospital infectious waste for BHUs & RHCs (For 20 Kg/hr. Autoclave with shredder along with RO Plant) | | |
| 5 | Construction of Room for Autoclave with shredder | | |

| | | | |
|----|---|--|--|
| | 6along with compound for i7nterim storage of Hospital infectious waste for Cat-D Hospitals (For 30 Kg/hr. Autoclave with shredder along with RO Plant) | | |
| 6 | Construction of Room for Autoclave with shredder along with compound for interim storage of Hospital infectious waste for Cat-C Hospitals (For 40 Kg/hr. Autoclave with shredder along with RO Plant) | | |
| 7 | Container/Trolley for Temporary storage of Treated Medical Waste | | |
| 8 | Lumpsum cost for repair and maintenance through Dedicated Technical Team for warranty period of three years | | |
| 9 | Waste Bags- Yellow 55 Gram (Consumables) | | |
| 10 | Bed Side Waste Bags (Consumables) | | |
| 11 | Cable Ties (Consumables) | | |
| 12 | Sharp Container (Consumables) | | |

Manufacturer's Authorization

[If applicable under BDS: ITB 17.2 (a); may not normally be the case for off-the-shelf Goods]

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 14 of the General Conditions of Contract.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

| |
|---|
| 1. Bidder's Name <i>[insert Bidder's legal name]</i> |
| 2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i> |
| 3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i> |
| 4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i> |
| 5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i> |
| 6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i> |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, documents establishing its eligibility in accordance with ITB 4.6. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on Beneficial Ownership Disclosure Form.]</i> 9. Attached are copies of registration with Regulatory Body / Licensing Authority and FBR (For National Bidders). |

Bidder's JV Members Information Form

[To be completed for each member of Bidder's JV]

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

| |
|---|
| 1. Bidder's Name: <i>[insert Bidder's legal name]</i> |
| 2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i> |
| 3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i> |
| 4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i> |
| 5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i> |
| 6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i> |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing its eligibility in accordance with ITB 4.6. |
| 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the JV member of the successful Bidder shall provide additional information on Beneficial Ownership Disclosure Form.]</i> |
| 9. Attached are copies of registration with Regulatory Body / Licensing Authority and FBR (For National Bidders). |

Form SEA: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

| |
|---|
| SEA and/or SH Declaration in accordance with the Bank's Requirements under ITB 37.3 |
| <p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.</p> |
| <p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p> |

Form FIN-1: Financial Capability

Each Bidder shall fill out this form; in accordance with item 3 (a) under Sub-Section 3 of Section III, Evaluation and Qualification Criteria.

In case of a Joint Venture, each Joint Venture Member shall fill out this form separately and provide the Joint Venture Member's name:

Joint Venture Member: _____

| Financial Data for Previous <u>3</u> Years [PKR Equivalent*] | | |
|--|---------|-----------------|
| Year 1: | Year 2: | Year <u>3</u> : |

Information from Balance Sheet

| | | | |
|---------------------------|--|--|--|
| Total Assets (TA) | | | |
| Total Liabilities (TL) | | | |
| Net Worth = TA-TL | | | |
| Current Assets (CA) | | | |
| Current Liabilities (CL) | | | |
| Working Capital = CA - CL | | | |

* Apply selling exchange rate(s) of State Bank of Pakistan, prevailing on the last day of the respective year (in which the amount for that year is to be converted).

| | | |
|-----------------------------|--|--|
| Most Recent Working Capital | | Demonstrating the current soundness of the Bidder's / JV Member's financial position |
|-----------------------------|--|--|

Information from Income Statement

| | | | |
|----------------------|--|--|--|
| Total Revenues | | | |
| Profits Before Taxes | | | |
| Profits After Taxes | | | |

☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last _____ years, as indicated above, complying with the following conditions:

- 1) Unless otherwise required by Sub-Section 3 of Section III, Evaluation and Qualification Criteria, all such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder and not the Bidders parent companies, subsidiaries, or affiliates.
- 2) Historical financial statements must be audited by a certified accountant.
- 3) Historical financial statements must be complete, including all notes to the financial statements.
- 4) Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN - 2: Size of Operation (Average Annual Turnover)

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture for the total certified payments received from the clients for contracts in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

| Annual Turnover Data for the Last . . 3 . . Years | | | |
|---|--------------------|------------------|---------------|
| Year | Amount Currency | Exchange Rate | \$ Equivalent |
| | | | |
| | | | |
| | | | |
| Average Annual Turnover | | | |

- Note -

This form shall only be included if Criterion "Financial Capability" of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form FIN - 3: Cash Flow Capacity

Specify proposed sources of financing, such as working capital, liquid assets,¹ lines of credit, and other financial resources (other than any contractual advance payments) available to meet the cash flow requirements indicated under Criterion “*Financial Capability*” of Section 3 (Evaluation and Qualification Criteria).

| Financial Resources | | |
|---------------------|---------------------|------------------------|
| No. | Source of financing | Amount (\$ equivalent) |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

- Note -

This form shall only be included if Criterion “Financial Capability” of Section 3 (Evaluation and Qualification Criteria) is applicable.

¹ Liquid assets mean cash and cash equivalents, short-term financial instruments, short-term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables, and other assets that can be converted into cash within one (1) year.

Form EXP: Specific Experience

Each Bidder shall fill out one form per contract; in accordance with item 3 (b) under Sub-Section 3 of Section III, Evaluation and Qualification Criteria. Each contract shall be supported by Signed Contract Agreement and Completion Certificate or Performance Certificate.

| Specific Experience | | |
|---|--|------------------------------------|
| Contract No of | Contract Identification | |
| Award Date | | Completion Date |
| Role in Contract | <input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor | |
| Total Contract Amount | PKR Equivalent* | |
| If partner in a joint venture or subcontractor, specify participation of total contract amount and items supplied | Percent of Total | Amount and Specific items supplied |
| Purchaser's name Address Telephone/Fax Number E-mail | | |

* Apply selling exchange rate(s) of State Bank of Pakistan, prevailing on the last day of the respective year (in which the amount for that year is to be converted).

Technical Experience

Fill out one (1) form per contract. Each contract shall be supported by Signed Contract Agreement.

| Technical Experience | |
|---|---------------------------------|
| Name of Product | |
| Manufacturer: | Address and Nationality: |
| Requirements in accordance with Manufacturing Experience and Technical Capacity as specified in Section 3 (Evaluation and Qualification Criteria) | |
| (i) Goods of similar nature and complexity have been in production for at least years prior to the bid submission deadline. | |
| (ii) Annual production capacity of goods of similar nature and complexity for each of the last ____ years [e.g. three years] prior to the bid submission deadline, is at least ____ times the quantities specified under the contract. | |
| (iii) Product has been in operation for a minimum of years. | |

- Note -

This form shall only be included if Criterion “Manufacturing experience and Technical Capacity” of Section 3 (Evaluation and Qualification Criteria) is applicable. Add pages as necessary. The Purchaser reserves the right to verify authenticity of Bidder submissions.

Production Capacity

Fill out one (1) form per product and manufacturer.

| Production Capacity | |
|---|---------------------------------|
| Name of Product | |
| Manufacturer: | Address and Nationality: |
| Requirements in accordance with Criterion “Manufacturing experience and Technical Capacity” of Section 3 (Evaluation and Qualification Criteria) | |
| Production facility 1 (include location): | |
| Production facility 2 (include location): | |
| Production facility 3 (include location): | |

- Note -

This form shall only be included if Criterion “Manufacturing experience and Technical Capacity” of Section 3 (Evaluation and Qualification Criteria) is applicable. The Purchaser reserves the right to verify authenticity of Bidder submissions.

FORM OF INTEGRITY PACT

[As specified in Sections I and II, under ITB 48 and BDS 11.1(k)]

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

Contract No. _____ Dated _____
Contract Value: _____
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 Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP 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 GoP, 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 GoP 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP 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 GoP.

Name of Purchaser:
Signature:

Name of Supplier:
Signature:

[Seal]

[Seal]

Form of Bid Security (Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

RFB No.: *[Purchaser to insert reference number for the Request for Bids]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereof provided by the Applicant has failed to: (i) sign the Contract, or (ii) furnish the performance security, and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[signature(s) and seal of bank]

[Note: If the Bid Security is issued by a bank located outside Pakistan, it shall be counter-guaranteed by a correspondent bank located in Pakistan, for being encashable in Pakistan; and in case of a Joint Venture, the Security must be in the name of all members of the Joint Venture that submits the Bid]

Form of Bid Securing Declaration (Not Applicable)

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

Bid No.: *[number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time specified in Section II, Bid Data Sheet, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Purchaser prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us: (i) fail or refuse to sign the Contract, or (ii) fail or refuse to furnish the Performance Security, and, if required, the Environmental and Social (ES) Performance Security, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiry date of the Bid validity.

Name of the Bidder: **[insert complete name of the Bidder]* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder***[insert name of person duly authorized to sign the Bid]* _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

* In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements under Section V.]*

For simple Off the Shelf Goods supplied by registered / licensed Retailors (irrespective of their manufacture, either in Pakistan or outside Pakistan) that meet the Specifications, the Purchaser may use its own simple-single Form for 'Price and Delivery Schedule of Goods'; instead of using the three complex Forms provided below.

Price Schedule:**FIN-I****COST OF EQUIPMENT – IN CASE OF LOCAL/IMPORTED INDIGENOUS PRODUCT DDP**

| Date: _____ RFB No: _____ Page N° _____ of _____ | | | | | |
|--|--|--|-------------------------------|-----------------------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| Line Item N° | Description of Goods | Delivery Period (No of Days) Offered by the bidder | Quantity and physical unit | Unit price DDP Project Site | Total Price DDP Project Sites per line item (Col. 4×5) |
| 1 | Auto Clave with Shredder along with RO Plant and 1 trolley Including supply, installation and commissioning charges for RHCs & BHUs with Warranty Cost of Three Years for spare parts (20 Kg/hr.) | | 86 | | |
| 2 | Auto Clave with Shredder along with RO Plant and with 1 trolley Including supply, installation and commissioning charges for Cat-D Hospitals with Warranty Cost of Three Years for spare parts (30 Kg/hr.) | | 19 | | |

| | | | | | |
|---|---|--|---|--|--|
| 3 | Auto Clave with Shredder along with RO plant and 1 trolley Including supply, installation and commissioning charges for Cat-C Hospitals with Warranty Cost of Three Years for spare parts (40 Kg/hr.) | | 5 | | |
| | | | | | |

FIN- II

COST OF CONSTRUCTION AND SERVICES

| Sr. No. | Description | Qty | Unit Rate (PKR) | Total Cost (PKR) |
|----------------|---|-------------------------|------------------------|-------------------------|
| 1 | Construction of Room for Autoclave with shredder along with compound for interim storage of Hospital infectious waste for BHUs & RHCs (20 Kg/hr.) | 86 | | |
| 2 | Construction of Room for Autoclave with shredder along with compound for interim storage of Hospital infectious waste for Cat-D Hospitals (30 Kg/hr.) | 19 | | |
| 3 | Construction of Room for Autoclave with shredder along with compound for interim storage of Hospital infectious waste for Cat-C Hospitals (40 Kg/hr.) | 5 | | |
| 4 | Container/Trolley for Temporary storage of Treated Medical Waste | 110 | | |
| 5 | Lumpsum cost for repair and maintenance through | (As required by Bidder) | | |

| | | | | |
|-------------------------------|---|--|--|--------------------|
| | Dedicated Technical Team for warranty period | | | |
| Total Cost (Excl. Tax) | | | | |
| Total Cost (Incl. Tax) | | | | |
| | | | | Total Price |

FIN-III
COST OF CONSUMABLES

| Sr. No. | Description | Estimated Qty Per Month | Unit Rate (PKR) | Total Cost (PKR) |
|--|----------------------------|--------------------------------|------------------------|-------------------------|
| 1 | Waste Bags- Yellow 55 Gram | 9,180 | | |
| 2 | Bed Side Waste Bags | 24,150 | | |
| 3 | Cable Ties | 9,180 | | |
| 4 | Sharp Container | 110 | | |
| Total Cost Per Month (Excl. Tax) | | | | |
| Total Cost For One Year (Excl. Tax) | | | | |
| Total Cost For One Year (Incl. Tax) | | | | |

SUMMARY OF DDP:

| | Total Cost (Excl. Tax) | Total Cost (Incl. Tax) |
|------------------------------|-------------------------------|-------------------------------|
| Total Cost of FIN-I | | |
| Total Cost of FIN-II | | |
| Total Cost of FIN-III | | |
| Grand Total | | |

Section V. Schedule of Requirements (SOR)

The Schedule of Requirements (SOR) shall cover, at a minimum, a description of Goods along with delivery schedule, and Related Services along with completion schedule. Further, the SOR together with the Price Schedule (included in Section IV), should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 42.1. The date or period for delivery (after the date of effectiveness of the Contract) should be carefully specified keeping in view the delivery terms in pursuant to the *Incoterms* e.g. EXW (delivery takes place at factory or warehouse etc.), and CIP (delivery takes place when Goods are delivered to the carriers); as further elaborated at the end of Section IV. *[This Section **shall** be a part of the Contract.]*

Contents

1. List of Goods and Delivery Schedule
2. List of Related Services and Completion Schedule.....
3. Technical Specifications
4. Drawings
5. Inspections and Tests
6. Samples of Goods.....

1. Project Description/Terms of Reference/Scope of Work:

1. BACKGROUND: (only for information purpose)

The Government of Pakistan, through the support of the World Bank i.e. Khyber Pakhtunkhwa Human Capital Investment Project (Health Component), is intending to improve primary healthcare services (PHC) in the province. The Khyber Pakhtunkhwa Human Capital Investment Project is an International Development Association Project funded by the World Bank.

The project's objective is to improve the availability, utilization, and quality of primary healthcare services in selected districts in Khyber Pakhtunkhwa (KP), namely Haripur, Nowshera, Peshawar, and Swabi; in order to ensure the quality of health care and a continuum of services. The project will also support the strengthening of secondary health care facilities and referral systems.

Project interventions will focus on improving the utilization of PHC and as the first point of entry in close proximity to where people live and work, including women and refugees. More specifically, the project intends to:

- I. Strengthen the infrastructure, equipment, human resources, medicines, and healthcare commodities at Basic Health Units (BHUs) and Rural Health Centers (RHCs) according to the KP Minimum Health Services Delivery Package (MHSDP), Essential Health Services Package (EHSP), and Infrastructure Standards i.e. the adoption of climate-resilient and environmentally friendly designs, including solar panels to promote energy efficiency, as well as disabled-friendly access, such as ramps for wheelchairs, to the extent possible. Standardized signage and branding templates will be used for improved visibility and accountability of the facilities and better information dissemination to the patients and including the provision of:
 - a) Effective antenatal care (ANC), delivery care, and postnatal care (PNC);
 - b) Immunization services;
 - c) Nutrition;
 - d) Family Planning services;
 - e) Prevention, screening, and management of Non-Communicable Diseases (NCDs);
- II. Enhance the competency of PHC service providers as one of the key pillars of quality service delivery, by providing necessary training using standard clinical protocols and training packages as applicable for PHC service delivery;
- III. Strengthen governance and regulatory mechanisms and provide necessary support to the provincial government to adopt/implement appropriate policies, standards, guidelines and clinical protocols for PHC service delivery; and

Promote community engagement and accountability to motivate demand for PHC services.

Project Results Chain

| Inputs | Outputs |
|--|---|
| Physical Infrastructure Construction, repair, up-gradation of renovation of health facilities | Readiness of health facilities to deliver high-quality primary health care services and respond to the COVID-19 crises |
| Equipment and Commodities Adequate supply of drugs, commodities, and equipment for health facilities | |
| A System for Managing Human Resources and Contracts Adequate human resources with appropriate skill-mix for managing health facilities as well as a system for managing HR including contracts | |
| Data Management Capacity building of the health workforce in data management and analysis | |
| Outsourcing of services Improve quality of clinical (e.g., Referral & EMR) & non-clinical service (e.g., Healthcare waste management, janitorial & Security) via private sector engagement | |
| Hospital Mgmt. Information system (HMIS) Automate hospital processes (e.g., HMIS) and improve monitoring/data collection via IT solutions | |
| Establishment & Strengthening of ICU facilities for COVID-19 | |

2. TASK DESCRIPTION:

- I.** The selected bidder shall provide equipment, goods and consumables as per the specifications defined in the Annexure- (Specifications) of the SPD document.
- II.** The selected bidder shall be responsible for supply of equipment, goods and consumables to all hospitals falling under the scope of work in four selected districts of Khyber Pakhtunkhwa.
- III.** The selected bidder shall be responsible for delivery, installation, and commissioning of Autoclaves with shredders along with RO plant and Trollies in all hospitals falling under the scope of work in four selected districts of Khyber Pakhtunkhwa.
- IV.** The selected Bidder shall be responsible for the construction of Room as per the defined specifications for the Autoclave with shredder. The room will be constructed for autoclave with shredder along with a compound for the temporary storage of Hospital infectious waste.
- V.** The selected Bidder shall be responsible for the provision of Trollies/containers in all hospitals falling under the scope of services for the temporary storage of treated waste.
- VI.** The existing staff of Janitors in hospital will be responsible for the collection of infectious waste bags from wards and other collection points of hospital and bring it to Autoclave with shredders room for disposal.
- VII.** The service provider shall install the autoclaves with shredder in all hospitals falling under the scope of services. For the repair and maintenance of autoclave with shredders and ensuring up time of machines in four selected districts, the bidder will:
 - a. Depute at least two technical persons in each district for the whole warranty period of 3 years who will be dedicated for the project.
- VIII.** The hospital staff will be responsible for disposal of infectious waste bags in Autoclave and shredder.
- IX.** The service provider shall ensure the up-time of autoclave with shredder during the warranty time of three years. In case of any downtime in machine due to any reason, the service provider shall ensure the corrective maintenance within twenty-four to forty-eight hours, after the issue is reported/intimated from the MS/In charge/Focal Person of the healthcare facility or KP-HCIP.
- X. Warranty Execution:**

1. A Log Book for the autoclave with shredder shall be maintained by the Supplier Service Engineer in consultation with the end user. This will include the name of the equipment, down time, preventive maintenance schedule, replacement of parts, down time etc.
2. The Warranty will start from the date of acceptance of equipment (properly installed, as per contracted specifications and handing over of related documents mentioned in Specifications and will last for its warranty period of 3 years at 95% uptime.
3. The maintenance will be the responsibility of the manufacturer / their agent. An annual optimal uptime of 95% is considered as acceptable level of performance.
4. Manufacturer / Supplier shall be responsible for rectifying with all possible speed at their own expense any defect or fault in the system which may develop at any time during installation, commissioning and warranty period.
5. Manufacturer will guarantee the availability of spare parts and accessories after the expiry of warranty period.
6. Uptime shall be defined as the time available to the user for doing procedures and processing during working hours throughout the year.
7. Manufacturer /Supplier shall check system performance during and after every 4-months. An "Optimal Percentage" will be calculated by dividing "System in Service" hours by hours available, both measured on the basis of working hours as detailed above.
8. If the uptime percentage for the measurement period (04-months) shall fall short of 95% the following formula will be applied to determine additional days in the warranty / service contract period.
 - a. 100% - 95% No Penalty
 - b. 95% - 90% The warranty period will be extended by 2.0 times the number of days as extra down time.
 - c. 90% - 80% The warranty period will be extended by 2.5 times the number of days as extra down time
 - d. Below 80% The warranty period will be extended by 3.5 times the number of days as extra down time
9. Down time is defined as the failure in the equipment operation to perform the procedure, resulting in inability to carry out the required procedure properly.
10. The bidder will be bound to make arrangement for availability of qualified technical staff for prompt execution/coordination of after sale services.
11. Down time will start when the end user/ Staff In-charge notifies the designated service facility in writing to qualified technical staff of the bidder.
12. Down time will end once the repairs have been affected and the system is again available for operational use.
13. The bidder will provide the recommended preventive maintenance schedule of each of the equipment at the time of delivery
14. The bidder will be bound to execute the installation/ maintenance according to the installation/ service protocol and will replace the components/ kits recommended by the manufacturers for installation and Periodic Preventive maintenance
15. The scheduled preventive maintenance shall be in accordance with Service Protocol recommended/ advised by the manufacturer.
16. The manufacturer / supplier will be responsible for preventive maintenance of equipment as per manufacturers' Service Manuals and shall keep a check for electrical/ temperature and humidity conditions.

XI. Supply Chain :

- a. The bidder will provide consumables as per the list of consumables provided in FIN-III and specifications defined in SPD.
- b. The bidder will deliver consumables to the hospitals falling under scope of work. In case of extension of contract, if granted to service provider, the service provider will continue to provide consumables on yearly basis till the end of contract.

XII. The service provider shall be responsible to facilitate the inspection of the sample of Autoclave with shredder by representatives of HCIP. The equipment shall be delivered as per the approved sample.

XIII. The successful bidder shall be responsible to get the approval of sample of autoclave with shredder from KP-HCIP within two to three weeks after signing of the contract.

3. TO BE ENSURED BY THE KP-HCIP HEALTH DEPARTMENT

1. Facilitate the bidder for installation and commissioning of Equipment in all hospitals falling under the scope of work.
2. Facilitate and provide the area for construction of room for equipment in hospitals falling under the scope of work.
3. Provide all utilities to bidder in all hospitals falling under scope of work for installation and commissioning of Autoclave with shredder.
4. Nomination of focal person in each hospital for receiving and storage of consumables.
5. Timely payment of equipment, goods and consumables invoices after the submission of invoice with all the required documents to the Employer/ Procuring Agency which shall be complete in all respect. Partial payments are also permissible for partial delivery of equipment, goods and consumables.
6. If required, KP-HCIP/Hospitals will provide weighing scales in all hospitals falling under the scope of services for weighing infectious waste bags.

4. LOCATION AND DURATION OF CONTRACT

The Bidder shall deliver equipment, goods and consumables to the hospitals falling under the scope of work in all four selected districts of Khyber Pakhtunkhwa. Equipment and goods will be supplied to the hospitals within five (05) months. The service provider/supplier shall be responsible for training and capacity building of hospital staff on Hospital infectious waste management before the installation and commissioning of autoclave with shredder in hospitals. The contract for the consumables will be signed till December 2026, which is extendable subject to the availability of funds. However, the mandatory warranty of parts and services for the autoclave with shredder is three years. The autoclave with shredder units will be delivered to healthcare facilities within 5 months after signing of the contract.

5. GRIEVANCE/COMPLAINT REDRESSAL MECHANISM:

The bidder will be bound to follow the GRM of KP-HCIP Health and will nominate a focal person for grievances which preferably will be project manager/operations manager. Focal person will be responsible to receive all complaints at facility level, process it and keep appropriate record of prescribed format at the facility level. The different avenues for registering complaints should be clearly displayed in the facility and a time frame specified for resolution of the complaints.

6. PROJECT STANDARDS & REQUIREMENTS

All equipment, goods and consumables shall be provided in accordance with the specifications defined in the Annexure (Specifications) of the RFB document. The human resource (Minimum two technical resources) for the repair & maintenance of autoclave with shredder in four districts will be hired and deployed by service provider/supplier in accordance with the TORs for three years till the end of warranty time.

7. COMPLIANCE WITH TECHNICAL GUIDELINES

In providing the equipment, goods and consumables, the bidder will comply with GoKP Laws and Regulations presently available or developed during the time period of the project. The bidder shall also be bound to comply with World Bank regulations.

8. FINANCIAL ARRANGEMENTS AND PAYMENT MECHANISM

- a. The bidder will generate invoice for the equipment, construction, goods and consumables.
- b. The payment against the One-time Capital Cost/ goods/equipment will be made on the successful supply and inspection of received goods. The successful bidder shall hire a warehouse on rental basis preferably in Peshawar at it's own cost and expense till the completion of delivery of equipment in all hospitals of four districts falling under the scope of work. This warehouse shall be declared as the warehouse of KP- HCIP. The inspection of equipment shall be conducted by KP-HCIP committee/ representatives in this warehouse.
- c. Partial payments for the partial deliveries of equipment, goods, construction and consumables are permissible.
- d. The finance will issue cheque to bidder within ten days of the receiving of invoice with supporting documents including the inspection report of autoclave with shredder.
- e. For the construction of room for autoclave with shredder along with the compound for temporary storage of hospital infectious waste, the service provider shall submit invoices separately. For each hospital, the service provider will submit separate invoice. Partial payments for the partially completed works is permissible.
- f. HCIP may decide the number of lots for the construction of rooms for autoclave with shredder in consultation with the successful bidder.

- g. The mobilization advance will be issued to bidder which will be **25** percent of the total contract value. This mobilization advance will be granted against a verifiable bank guarantee acceptable to the procuring agency. The advance amount will be adjusted as per the terms and conditions, which will be mutually agreed by KP-HCIP and Bidder, at the time of contract.

9. RISK SHARING ARRANGEMENTS

As per World Bank and Government of Khyber Pakhtunkhwa Procurement Guidelines.

1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]

| Line Item N° | Description of Goods | Quantity | Physical unit | Final Destination (Project Site) as specified in BDS | Delivery (DDP Project Sites as per Incoterms) | |
|-------------------------|---|---|--|--|--|--|
| | | | | | Final Delivery Period in Days | Bidder’s offered Delivery Period <i>[to be provided by the Bidder]</i> |
| <i>[insert item N°]</i> | <i>[insert description of Goods]</i> | <i>[insert quantity of item to be supplied]</i> | <i>[insert physical unit for the quantity]</i> | <i>[insert place of Delivery]</i> | <i>[insert the number of days following the date of effectiveness of the Contract]</i> | <i>[insert the number of days following the date of effectiveness of the Contract]</i> Bids offering delivery beyond the final delivery period will be rejected |
| 1 | Auto Clave with Shredder along with RO Plant and 1 trolley Including supply, installation and commissioning charges including civil works and consumables for RHCs & BHUs with Warranty Cost of Three Years for spare parts (20 Kg/hr.) | | Complete at all respect including civil works and consumables. | As per BDS | 150 days | |

| | | | | | | |
|---|--|--|--|------------|----------|--|
| 2 | Auto Clave with Shredder along with RO Plant and with 1 trolley Including supply, installation and commissioning charges including civil works and consumables for Cat-D Hospitals with Warranty Cost of Three Years for spare parts (30 Kg/hr.) | | Complete at all respect including civil works and consumables. | As per BDS | 150 days | |
| 3 | Auto Clave with Shredder along with RO plant and 1 trolley Including supply, installation and commissioning charges including civil works and consumables for Cat-C Hospitals with Warranty Cost of Three Years for spare parts (40 Kg/hr.) | | Complete at all respect including civil works and consumables. | As per BDS | 150 days | |

2. List of Related Services and Completion Schedule

| Service | Description of Service | Quantity ¹ | Physical Unit | Place where Services shall be performed | Final Completion Period of Services |
|----------------------------|--|--|--|---|--|
| <i>[insert Service N°]</i> | <i>[insert description of Related Services]</i> | <i>[insert quantity of items to be supplied]</i> | <i>[insert physical unit for the items]</i> | <i>[insert name of the Place]</i> | <i>[insert required Completion Period]</i> |
| 1 | Auto Clave with Shredder along with RO Plant and 1 trolley Including supply, installation and commissioning charges including civil works and consumables for RHCs & BHUs with Warranty Cost of Three Years for spare parts (20 Kg/hr.) | | Complete at all respect including civil works and consumables. | As per BDS | 150 Days |
| 2 | Auto Clave with Shredder along with RO Plant and with 1 trolley Including supply, installation and commissioning charges including civil works and consumables for Cat-D Hospitals with Warranty Cost of Three Years for spare parts (30 Kg/hr.) | | Complete at all respect including civil works and consumables. | As per BDS | 150 Days |
| 3 | Auto Clave with Shredder along with RO plant and 1 trolley Including supply, installation and commissioning charges including civil works and consumables for Cat-C Hospitals with Warranty Cost of Three Years for spare parts (40 Kg/hr.) | | Complete at all respect including civil works and consumables. | As per BDS | 150 Days |
| | | | | | |

1. If applicable

3. Technical Specifications

[The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The Purchaser shall prepare the detailed TS take into account that:

- *The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of Bids and subsequently evaluate the Bids. Therefore, well-defined TS will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation, and comparison of the Bids by the Purchaser.*
- *The TS shall require that all goods and materials to be incorporated in the Goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements in Pakistan, or in the sector elsewhere, may provide a sound basis for drafting the TS. The Purchaser must endeavor using metric units, as far as possible, in the specifications as units of measurements.*
- *Standardizing technical specifications may be advantageous, depending on the complexity of the Goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of Goods.*
- *Recognized national standards should be specified as far as possible. Reference to international standard may be made only where national standard is either not available or it does not fulfill the Purchaser's requirement.*
- *When particular standards or codes of practice are referred to in the TS, whether from within Pakistan or from any other eligible country, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.*
- *Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words "or substantially equivalent."*
- *The TS shall specify all essential technical and performance characteristics and requirements, including acceptable maximum or minimum values of functional guarantees, as appropriate. In case of failure to meet the (contractual) functional guarantees, the Purchaser will be entitled to recover its loss from the Supplier under GCC / SCC 28.3.*
- *Whenever necessary, the Purchaser shall include an additional Bidding form (to be an Attachment to the Letter of Bid), where the Bidder shall provide detailed information demonstrating technical and performance characteristics of the Goods to be supplied to meet with the Purchaser's requirements, also including functionally guarantees.*

When the Purchaser requests that the Bidder provides in its Bid a part or all of the Technical Specifications, technical schedules, or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its Bid.

If a summary of the Technical Specifications (TS) has to be provided, the Purchaser shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements.]

Summary of Technical Specifications. The Goods and Related Services shall comply with following Technical Specifications and Standards:

| | | | | | | | | |
|------------------------------------|--|--|-----------------------|--|------------------------------------|--|----------------------------|---|
| 1 | Sharp containers <ul style="list-style-type: none">• 5 Liter Capacity• Sealable• Puncture resistant• Leak proof material• The sharps container must safely contain contaminated sharps at the point of use; during temporary storage and during handling and transport to the point of treatment and final disposal.• Leakage Proof• Resistant to Penetration for sharps / needles.• Capable of being closed without the risk of sharps injury to the user.• Container Color: Yellow (Local/Imported) | | | | | | | |
| 2 | Yellow Waste Bags <ul style="list-style-type: none">• Size of Waste Bag29” x 34”• ColorYellow• SidesInner Folded Sides (Gusseted)• Load Bearing Capacity10 kg• Gram50 to 60 grams (Local / Imported) | | | | | | | |
| 3 | Small Bed Side Bin Bag <ul style="list-style-type: none">• ColorYellow• SizeFor 7 liters small bedside bin | | | | | | | |
| 4 | Cable Ties Good Quality cable ties | | | | | | | |
| 5 | Auto Clave with shredder | | | | | | | |
| | <table><tr><td>Waste Management Type</td><td><ul style="list-style-type: none">• For treatment of Medical Waste including plastic, rubber, textiles, syringe needles, scalpel blades, glassware, liquid wastes• Autoclave with shredding system.• Stainless Steel body• Foundation Structure of MS</td></tr><tr><td>Autoclave Loading chamber capacity</td><td><ul style="list-style-type: none">• 20 Kgs/hr. for BHUs & RHCs (Per Cycle)• 30 Kgs/hr. for Cat-D Hospitals (Per Cycle)• 40 Kgs/hr. for Cat-C Hospitals (Per Cycle)</td></tr><tr><td>Total treatment cycle time</td><td><ul style="list-style-type: none">• 45 to 60 min or as per requirement of equipment</td></tr></table> | | Waste Management Type | <ul style="list-style-type: none">• For treatment of Medical Waste including plastic, rubber, textiles, syringe needles, scalpel blades, glassware, liquid wastes• Autoclave with shredding system.• Stainless Steel body• Foundation Structure of MS | Autoclave Loading chamber capacity | <ul style="list-style-type: none">• 20 Kgs/hr. for BHUs & RHCs (Per Cycle)• 30 Kgs/hr. for Cat-D Hospitals (Per Cycle)• 40 Kgs/hr. for Cat-C Hospitals (Per Cycle) | Total treatment cycle time | <ul style="list-style-type: none">• 45 to 60 min or as per requirement of equipment |
| Waste Management Type | <ul style="list-style-type: none">• For treatment of Medical Waste including plastic, rubber, textiles, syringe needles, scalpel blades, glassware, liquid wastes• Autoclave with shredding system.• Stainless Steel body• Foundation Structure of MS | | | | | | | |
| Autoclave Loading chamber capacity | <ul style="list-style-type: none">• 20 Kgs/hr. for BHUs & RHCs (Per Cycle)• 30 Kgs/hr. for Cat-D Hospitals (Per Cycle)• 40 Kgs/hr. for Cat-C Hospitals (Per Cycle) | | | | | | | |
| Total treatment cycle time | <ul style="list-style-type: none">• 45 to 60 min or as per requirement of equipment | | | | | | | |

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| Treatment capacity(kg/h): | <ul style="list-style-type: none"> • 20 Kgs/hr. for mixed medical waste (For RHCs & BHUs) • 30 Kgs/hr. for mixed medical waste (For Cat-D Hospitals) • 40 Kgs/hr. for mixed medical waste (For Cat-C Hospitals) |
| Cycle type | <ul style="list-style-type: none"> • High temperature sterilization at least 134°C at not less than 2 bar pressure |
| Air filter exhaust | <ul style="list-style-type: none"> • High Efficiency Air Filter (HEPA Filter) |
| Treatment chamber | <ul style="list-style-type: none"> • Horizontal or vertical chamber • High quality Stainless steel with not less than 4.0mm sheet • Door with interlock safety mechanism • Highly corrosion-resistant • Leak Proof Material: Stainless Steel non magnet • Vacuum pump to ensure proper sterilization • Water Feed Pump • Pressure switch safety valve • Pressure gauge for chamber and jacket • Steam trap valve • Temperature gauge for inner chamber temperature • Temperature controller with digital display of temperature • Door with double locking system • High pressure leak proof • Double jacketed system • Excellent insulation material with no loss of heat • Stainless steel tray for easy removal of sterilized waste |
| Steam generator | <ul style="list-style-type: none"> • Pressure not less than 2.0 bar at 134°C • Stainless steel chamber • Highly corrosion-resistant • Automatic feed water pump |
| Waste shredder system | <ul style="list-style-type: none"> • Enclosed gravity pre-shredding with sterilization • Blade Material: High quality hardened steel • High strength steel blades • Capable of handling all medical wastes including plastic, rubber, textiles, syringe needles, scalpel blades, glassware, liquid wastes. • Outer body: 22mm thick SS plate • Double Shaft with bearing • Multiple cutter blades with spacer • Slow speed motor with forward & reverse (manual) control |
| Water supply | <ul style="list-style-type: none"> • Supplied with flexible water connection hose • Water consumption as per the requirement of machine |
| Electrical supply | <ul style="list-style-type: none"> • Three phase- 50 Hz, 220 Volts • Electrical consumption <10 kW-hr/cycle |
| Liquid waste drain | <ul style="list-style-type: none"> • Drain for disposal of liquids (HEPA Filters) |
| Mobility | <ul style="list-style-type: none"> • Mobile on 4 locking 100mm castors |
| Support | <ul style="list-style-type: none"> • Supplied with user manual, Phone and email support in English and Urdu language |
| Warranty guarantee | <ul style="list-style-type: none"> • Parts warranty guarantee at least THREE (03) year |

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| | | Note: All technical requirements are mandatory. Acceptable deviation $\pm 10\%$. |
| 6 | Waste Trolley: <ul style="list-style-type: none"> Waste Trolley to transfer the treated waste Material of Construction: Stainless Steel Moveable with Four Casters Handle for Easy Movement | |
| 7 | Specification of Construction of Room for Autoclave with Shredder along with compound for temporary storage of Infectious Waste: <ul style="list-style-type: none"> Room Size: 15' x 12' x 12' (L x W x H) (ft) for 20 Kgs/hr. machine or as per machine requirement Room Size: 20' x 12' x 12' (L x W x H) (ft) for 30 & 40 Kgs/hr. machine or as per machine requirement Separate compound in room for interim storage of Hospital infectious waste Pad for placement of machine as per the machine requirement Complete Electrical work of Room as per the requirements of machine. (Electricity connection shall be provided by Procuring Agency / Hospital as per the machine requirement) Complete Plumbing work of Room as per the requirements of machine (Water connection shall be provided by Procuring Agency / Hospital as per the machine requirement) Exhaust fan for proper ventilation Proper lighting in room as per requirement Fire Extinguisher Bio Hazards Signage & HCIP Branding | |
| 8 | Container/Trolley <ul style="list-style-type: none"> For the temporary Storage of Treated waste Volume: 220 to 240 Liters Two castors/Wheels Material: PVC/HDPE/Equivalent Top Loading Manual lock of lid HCIP branding Colour: White/Grey/Green | |
| 9 | Reverse Osmosis Plant Specifications: Capacity: as per the requirement of machine along with complete installation, commissioning. Provided with following accessories: <ul style="list-style-type: none"> Feed Pump Slim Housing Dosing Pump Membrane for water filtration | |

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| | <ul style="list-style-type: none">• Pressure gauge, flow meters• PVC Tank for the storage of Water.• PVC fittings from RO Plant to Autoclave with Shredder Unit. |
| Note: Any other item required will be considered on the basis of sample submission/specifications and acceptance by Employer/ procuring agency. | |

4. Drawings

This Bidding Document includes “no” Drawings.

[If Drawings shall be included, insert the following List of Drawings] Not Applicable

| List of Drawings | | |
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| Drawing No. | Drawing Name | Purpose |
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5. Inspections and Tests

The following inspections and tests shall be performed:

The inspections and tests shall be: *The Supplier shall, after completion of supply, installation, civil works, and commissioning at site, carry out all necessary tests and inspections to demonstrate that the Autoclave with Shredder and associated equipment are complete, safe, and fully functional in accordance with the Contract and Technical Specifications.*

The tests shall include, but not be limited to:

- *Functional and operational testing of the autoclave, shredder, and all auxiliary systems;*
- *Verification of safety interlocks, alarms, and control systems;*
- *Performance testing of sterilization cycles, including use of chemical and/or biological indicators, as specified;*
- *Integrated operation test of sterilization and shredding under normal working conditions.*

All tests and inspections shall be conducted at site in the presence of the Employer or its authorized representative. The Supplier shall provide all instruments, indicators, consumables, utilities, and manpower required for testing at no additional cost.

Final acceptance of the equipment shall be subject to successful completion of the above tests and submission of test reports acceptable to the Employer. If the equipment fails to meet the specified requirements, the Supplier shall promptly rectify the deficiencies and repeat the tests at its own cost.

6. Samples of Goods (Not Applicable).

[If required under ITB and BDS 16.6, Purchaser shall provide hereunder list of items including name and quantity of sample(s) against each good, to be furnished by the Bidder along with its Bid. Quantity of sample should not exceed one (1) percent of the total quantity to be procured in each case, and that amount of Bid Security must be reduced by an amount (in percentage) that is approximately equal to the estimated cost of the sample(s) required. Receipt of the sample(s) by the Purchaser and its return to the Bidder shall be done, and the sample(s) shall be generally treated like Bid Security of the Bidder; however, in case of successful Bidder, the sample(s) shall be held by the Purchaser as a symbolic part of the Performance Security (amount of which shall remain unaffected), and the sample(s) shall be finally adjusted as last item(s) against their respective quantity; received and paid likewise.]

| List of Samples to be provided by the Bidder Not Applicable | | |
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| Item No | Name of Goods | Quantity of Sample(s) |
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Section VI. General Conditions of Contract (GCC)

This Section contains the General Conditions of Contract (GCC) that govern the Contract. These GCC are subject to the Special Conditions of Contract (SCC), set out in Section VII, that modify or supplement these GCC. Whenever there is a conflict, the provisions under SCC shall prevail over these GCC.

| General Conditions of Contract | |
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| 1. Definitions | <p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <p>(a) “Bank” means the World Bank.</p> <p>(b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</p> <p>(c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</p> <p>(d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</p> <p>(e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</p> <p>(f) “Day” means calendar day.</p> <p>(g) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.</p> <p>(h) “GCC” means the General Conditions of Contract.</p> <p>(i) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.</p> <p>(j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.</p> <p>(k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.</p> <p>(l) “SCC” means the Special Conditions of Contract.</p> <p>(m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.</p> <p>(n) “Supplier” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</p> <p>(o) “The Project Site,” where applicable, means the place named in the SCC.</p> |
| 2.Contract Documents | <p>2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.</p> |

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| 3.Fraud and Corruption | 3.1 the Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in APPENDIX 1 to the GCC. |
| | 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. |
| 4.Interpretation | 4.1 If the context so requires it, singular means plural and vice versa. |
| | <p>4.2 Incoterms:</p> <p>(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms specified in the SCC.</p> <p>(b) The terms EXW, FCA, CPT, CIP, DDP, FOB and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.</p> |
| | <p>4.3 Entire Agreement:</p> <p>The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.</p> |
| | <p>4.4 Amendment:</p> <p>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> |
| | <p>4.5 Nonwaiver:</p> <p>(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> |
| | <p>4.6 Severability:</p> <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p> |
| 5.Language | 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern. |

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| | 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier. |
| 6. Joint Venture, Consortium or Association | 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser. |
| | 6.2 If the Supplier comprises a JV, Consortium or Association, the Supplier (and each JV partner individually) acknowledges and agrees to actively participate and contribute its fair share of resources, as set forth in the JV, Consortium or Association Agreement and related bid documents. Active involvement shall include, but not be limited to, contributing financial resources, personnel, expertise, equipment, and other resources as specified in the JV, Consortium or Association Agreement. The Supplier (and each Partner) shall adhere to the contribution commitments outlined in the JV, Consortium or Association Agreement and related bid documents and shall promptly fulfill its obligations in a timely manner. The Purchaser shall have the right to verify and monitor each partner's contributions to ensure compliance with the JV, Consortium or Association Agreement and related bid documents. |
| 7. Eligibility | 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. |
| | 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. Eligibility of the Goods and Related Services shall be further subject to GCC 9.2 below. |
| 8. Notices | 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt. |
| | 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later. |
| 9. Governing Law | 9.1 The Contract shall be governed by and interpreted in accordance with the laws of Islamic Republic of Pakistan. |
| | 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Pakistan when: (a) as a matter of law or official regulations, Pakistan prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Pakistan prohibits any import of goods from that country or any payments to any country, person, or entity in that country. |

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| 10.Settlement of Disputes | 10.1 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. |
| | 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. |
| | 10.3 Notwithstanding any reference to arbitration herein, (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and (b) the Purchaser shall pay the Supplier any monies due the Supplier. |
| 11.Inspections and Audit by the Bank | 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs. |
| | 11.2 Pursuant to: sub-item 2.2 (e) of Fraud and Corruption under WB funding, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures). |
| 12.Scope of Supply | 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements. |
| | 12.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract, besides samples that are specified in the SCC if required, but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract. |
| 13.Delivery and Documents | 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC. |
| 14.Supplier's Responsibilities | 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13. |

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| | 14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4. |
| | 14.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements. |
| | 14.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation. |
| | 14.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age). |
| | 14.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. |
| | 14.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work: <ul style="list-style-type: none"> (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer. |
| | 14.8 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications. |
| | 14.9 The Supplier shall comply with additional obligations as specified in the SCC. |
| 15.Contract Price | 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract. |
| | 15.2 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the SCC. |
| 16.Terms of Payment | 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC. |

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| | 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract. |
| | 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it. Provided that interim / on-account payments, shall be made within thirty (30) days. |
| | 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed. |
| | 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award. |
| 17.Taxes and Duties | 17.1 For goods manufactured outside Pakistan, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan. |
| | 17.2 For goods Manufactured within Pakistan, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. |
| | 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. |
| 18.Performance Security | 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC. In case if the Supplier is a JV, Consortium or Association, the performance security shall be in the name of the JV, Consortium or Association. The performance security in the name of any JV partner or submitted by any JV partner on behalf of the entire JV, Consortium or Association shall not be acceptable. |
| | 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. |
| | 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the formats stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser. |
| | 18.4 The performance security must remain valid until Completion of the Supplier's performance obligations under the Contract, including any warranty / functional Guarantee obligations. The Performance security with insufficient validity shall not be acceptable. The performance security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's |

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| | performance obligations under the Contract, including any warranty / functional Guarantee obligations, unless specified otherwise in the SCC. |
| 19.Copyright | 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. |
| 20.Confidential Information | <p>20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.</p> <p>20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.</p> <p>20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:</p> <ul style="list-style-type: none"> (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract; (b) now or hereafter enters the public domain through no fault of that party; (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. <p>20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.</p> |
| 21.Subcontracting | <p>21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid, duly verifying eligibility of the respective subcontractors / suppliers in accordance with GCC 7.1 above. notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p> <p>21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.</p> |

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| 22.Specifications and Standards | <p>22.1 Technical Specifications and Drawings</p> <p>(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin; ; Provided that no relaxation in the warranty / functional Guarantee (as and if required) shall be made available to the Supplier due to severe climatic conditions in Pakistan.</p> <p>(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</p> <p>(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.</p> |
| 23. Packing and Documents | <p>23.1 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>23.2 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 the SCC, and in any other instructions ordered by the Purchaser.</p> |
| 24. Insurance | <p>24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.</p> |
| 25. Transportation and Incidental Services | <p>25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.</p> <p>25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty / functional guarantee obligations under this Contract; and (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. |

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| | 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |
| 26. Inspections and Tests | 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Section V, Schedule of Requirements. |
| | 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Pakistan as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. |
| | 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses. |
| | 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection. |
| | 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the Technical Specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected. |
| | 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection. |
| | 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4. |
| | 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties / functional guarantees or other obligations under the Contract. |
| 27. Delay Damages | 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as delay damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or |

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| | 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 those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35. |
| 28.Warranty | 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. |
| | 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Pakistan. |
| | 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier. |
| | 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects. |
| | 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser. |
| | 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. |
| 29.Patent Indemnity | <p>29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <p>(a) the installation of the Goods by the Supplier or the use of the Goods in Pakistan; and</p> <p>(b) the sale in any country of the products produced by the Goods.</p> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> |
| | 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's |

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| | name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. |
| | 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf and at the expense of the Supplier. |
| | 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing. |
| | 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser. |
| 30.Limitation of Liability | <p>30.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay delay damages to the Purchaser and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.</p> |
| 31.Change in Laws and Regulations | 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of Pakistan where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15. |
| 32.Force Majeure | 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, delay damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. |
| | 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. |

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| | <p>32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> |
| 33.Change Orders and Contract Amendments | <p>33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> (a) 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 (d) the Related Services to be provided by the Supplier. |
| | <p>33.2 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 in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.</p> |
| | <p>33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> |
| | <p>33.4 Value Engineering: The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:</p> <ul style="list-style-type: none"> (a) the proposed change(s), and a description of the difference to the existing contract requirements; (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and (c) a description of any effect(s) of the change on performance/functionality. <p>The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:</p> <ul style="list-style-type: none"> (a) accelerates the delivery period; or (b) reduces the Contract Price or the life cycle costs to the Purchaser; or (c) improves the quality, efficiency or sustainability of the Goods; or (d) yields any other benefits to the Purchaser, <p>without compromising the necessary functions of the Facilities.</p> <p>If the value engineering proposal is approved by the Purchaser and results in:</p> <ul style="list-style-type: none"> (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or |

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| | <p>(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price: Provided that the reduction in life cycle costs is at least ten (10) percent, and the Supplier will provide a Bank Guarantee equivalent to the increased amount to be paid by the Purchaser, and it shall be valid over 'Life Cycle Time Period'; whereas, the amount of Bank Guarantee shall be reduced proportionately to the Time Period elapsed, to eventually become worthless at the end of 'Life Cycle Time Period'.</p> <p>33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p> |
| 34. Extensions of Time | <p>34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. 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, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of delay damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.</p> |
| 35. Termination | <p>35.1 Termination for Default:</p> <p>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <p>(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;</p> <p>(ii) if the Supplier fails to perform any other obligation under the Contract; or</p> <p>(iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in the APPENDIX 1 to the GCC, OR violated the Integrity Pact, in competing for or in executing the Contract.</p> <p>(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Sub-Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>35.2 Termination for Insolvency:</p> <p>(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.</p> <p>35.3 Termination for Convenience:</p> <p>(a) The Purchaser, by 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</p> |

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| | <p>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.</p> <p>(b) The Goods that are complete and ready for shipment within twenty-eight (28) 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>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.</p> |
| 36.Assignment | 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. |
| 37.Export Restriction | 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to Pakistan, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3. |
| 38.Purchaser's Obligations | 38.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner. |
| | 38.2 Subject to GCC Clause 17, Taxes and Duties, the Purchaser shall pay all costs involved in the performance of its obligations, in accordance with GCC Sub-Clause 38.1. |

APPENDIX 1 - Corruption and Integrity Pact

(Text in this Appendix shall not be modified; except for availing option w.r.t Funding Agency)

Fraud and Corruption

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Bank:

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

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly,

engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;² (ii) to be a nominated³ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect⁴ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

² For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

³ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁴ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Integrity Pact

[applicable in all cases of Funding]

The Form of Integrity Pact duly signed by the Parties is attached hereunder: *[attach]*

APPENDIX 2

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors*

[The following table shall be filled in by each subcontractor proposed by the Supplier, that was not named in the Contract]

Subcontractor's Name: *[insert full name]*

Date: *[insert day, month, year]*

Contract reference *[insert contract reference]*

Page *[insert page number]* of *[insert total number]* pages

| SEA and/or SH Declaration |
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| <p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.</p> |
| <p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p> |
| <p>Period of disqualification: From: _____ To: _____</p> |

Name of the Subcontractor _____

Name of the person duly authorized to sign on behalf of the Subcontractor _____

Title of the person signing on behalf of the Subcontractor _____

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Supplier:

Signature: _____

Date signed _____ day of _____, _____

Section VII. Special Conditions of Contract (SCC)

This Section contains provisions which are specific to each contract and which modify or supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. To facilitate the preparation of the SCC, its Clauses are numbered with same numbers as of the corresponding GCC Clauses.

| Special Conditions of Contract (SCC) | |
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| SCC 1.1(j) | The Purchaser is: Khyber Pakhtunkhwa Human Capital Investment Project (KP-HCIP). |
| SCC 1.1(o) | The Project Site(s) / Final Destination(s) are: BHUs, RHCs, Cat C & D hospitals in four (04) selected districts (Peshawar, Nowshera, Swabi & Haripur). The hospitals list is annexed in bidding document. |
| (Additional) SCC 1.1 (p) | <p>The term SEA/SH where used in the Contract has the following meaning:</p> <ul style="list-style-type: none"> • “Sexual Exploitation and Abuse” “(SEA)” means the following: Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. • “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor’s personnel with other contractor’s, subcontractors’ or employer’s personnel. |
| SCC 4.2 (a) and (b) | The version edition of Incoterms shall be: Incoterms 2020 DDP |
| SCC 5.1 | The language shall be: English |

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| SCC 8.1 | <p>For notices, the Purchaser's address shall be:</p> <p>Attention: <i>Project Director KP-HCIP Health, 240 Defense Colony Shami Road Peshawar</i></p> <p>Address: <i>240 Defense Colony Shami Road Peshawar, Pakistan</i></p> <p>City: <i>Peshawar</i>.</p> <p>Country: Pakistan</p> <p>Telephone: 091-9211605</p> <p>Facsimile number: <i>N/A</i></p> <p>Electronic mail address: kphciphealth163@gmail.com</p> <p>Web page: https://www.hcip.healthkp.gov.pk https://www.healthkp.gov.pk/</p> |
| SCC 10.2 | <p>Arbitration proceedings shall be conducted in accordance with the rules of procedure of the Arbitration Act of Pakistan, 1940, as amended from time to time.</p> <p>The place of arbitration shall be at Peshawar, KP.</p> |
| SCC 13.1 | <p>Details of Shipping and other Documents to be furnished by the Supplier are;</p> <ul style="list-style-type: none"> • Delivery Schedule • Delivery Challan • Any other documents <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> |
| SCC 14.9 | <p>Respectful Work Environment:</p> <p>14.9.1 The Supplier shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Supplier shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.</p> <p>14.9.2 The Supplier shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment. The Supplier shall keep an up to date record of its employees and Subcontractors who have attended and completed such training programs and provide such records to the Purchaser at its first written request.</p> |
| SCC 14.9. A | <p><i>[It is an additional Supplier's obligation, under WB funding only, and only for a Project that is assessed as high or substantial Sexual Exploitation and Abuse</i></p> |

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| | <p><i>(SEA)/Sexual Harassment (SH) risk, include the following if the Related Services include activities that need to be performed by the Supplier's personnel such as installation, operation and/or maintenance, otherwise delete this row]</i></p> <p>14.9. A.1 The Supplier shall have a code of conduct, and provide appropriate sensitization, for the Supplier's personnel carrying out [state as applicable: installation/ operation/ maintenance/ operation and maintenance] that include, but not limited to, maintaining a safe working environment and not engaging in the following practices:</p> <p>(i) any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier's or Purchaser's personnel;</p> <p>(ii) any form of sexual exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;</p> <p>(iii) any form of sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and</p> <p>(iv) any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage.</p> <p>14.9. A.2 The Purchaser may require the Supplier to remove (or cause to be removed), from the site or other places where the [state as applicable: installation/operation/maintenance/operation and maintenance] is being executed, a Supplier's personnel that undertakes behaviors that are not consistent with the code of conduct stated in GCC 14.9. A.1. Notwithstanding any requirement from the Purchaser to replace any such person, the Supplier shall immediately remove (or cause to be removed) any such person, from the site or other places where the [state as applicable: installation / operation / maintenance/operation and maintenance] is being executed. In either case, the Supplier shall promptly appoint, as appropriate, a suitable replacement with equivalent skills and experience.</p> |
| SCC 15.2 | The prices charged for the Goods supplied and the Related Services performed " <i>shall not</i> ," be adjustable. |
| SCC 16.1 | <p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods and Services supplied from within the Purchaser's Country:</p> <p>Payment for Goods and Services supplied from within the Purchaser's Country shall be made in PKR, after complete or partial supply as per Contract.</p> |

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| SCC 16.5 | <p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be <i>Thirty (30)</i> days.</p> <p>Interest rates are not applicable if payment is delayed due to some genuine reasons such as force majeure.</p> |
| SCC 18.1 | <p>A Performance Security “<i>shall</i>” be required]</p> <p>Performance Guarantee: The Supplier shall submit a Performance Security in an amount equal to five percent (5%) of the Contract Price at the time of contract signing, in accordance with the requirements specified in the Instructions to Bidders (ITB) and the Conditions of Contract.</p> <p>The Performance Security shall be in the form specified in the Contract and shall remain valid until the Supplier has fulfilled its contractual obligations, including delivery, installation, inspection, acceptance, and warranty obligations.</p> |
| SCC 18.3 | <p>If required, the Performance Security shall be in the form of: Demand Guarantee</p> <ul style="list-style-type: none"> d. An unconditional guarantee issued by a bank is acceptable. The non-bank financial institution (such as insurance, bonding or surety company) security is not acceptable. e. an irrevocable letter of credit; f. a cashier’s or certified check; or <p>Other types of acceptable securities: CDR/SDR/DD/PO or any other form acceptable under the World Bank Procurement Regulations.</p> |
| SCC 18.4 | <p>Discharge of the Performance Security shall take place: The Performance Security shall be released progressively as follows, subject to satisfactory performance by the Supplier:</p> <ul style="list-style-type: none"> a. Thirty-three percent (33%) of the Performance Security shall be released upon successful completion of the first year of the warranty period. b. An additional thirty-three percent (33%) of the Performance Security shall be released upon successful completion of the second year of the warranty period; and c. The remaining balance of the Performance Security shall be released upon successful completion of the third year of the warranty period. d. The Performance Security may be provided in the form of a single Bank Guarantee and shall be partially released in accordance with the above schedule. |

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| <p>SCC 23.2</p> | <p>The packing, marking and documentation within and outside the packages shall be:</p> <p>Packing</p> <ol style="list-style-type: none"> 1. <i>The Supplier/Contractor shall provide robust, seaworthy (if applicable), weather-proof, and tamper-proof packing suitable for long-distance transportation, multiple handling, and storage at site under local climatic conditions of Khyber Pakhtunkhwa.</i> 2. <i>All equipment, instruments, spare parts, consumables, and accessories shall be packed so as to prevent damage, corrosion, loss, or deterioration during transit and storage.</i> 3. <i>Sensitive components (including control panels, sensors, electrical parts, PLCs, and instruments) shall be packed with shock-absorbent materials, moisture barriers, desiccants, and anti-corrosion protection.</i> 4. <i>Heavy equipment shall be mounted on treated wooden pallets or steel frames, suitable for forklift or crane handling.</i> 5. <i>Hazardous or infectious-waste-related components and chemicals (if any) shall be packed in accordance with international safety and hazardous material transport standards.</i> 6. <i>Packing shall be adequate for site conditions, including possible outdoor storage prior to installation.</i> <p>Marking</p> <p><i>Each package, crate, or container shall be clearly and indelibly marked in English with the following information:</i></p> <ul style="list-style-type: none"> • <i>Name of the Project</i> • <i>Name of Employer/Implementing Agency</i> • <i>Package number and total number of packages (e.g., Box 2 of 10)</i> • <i>Description of contents</i> • <i>Gross weight, net weight, and dimensions</i> • <i>Handling instructions: “FRAGILE”, “THIS SIDE UP”, “KEEP DRY”, “HANDLE WITH CARE” as applicable</i> • <i>Site/Destination name (specific BHU/RHC/Hospital and District)</i> • <i>Any special lifting or storage instructions</i> <p>Documentation</p> <p><i>The following documentation shall be provided by the Supplier/Contractor:</i></p> <p>A. Outside each package (in a waterproof envelope):</p> <ul style="list-style-type: none"> • <i>Packing List identifying contents of the specific package</i> • <i>Package number</i> |
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| | <p>B. At delivery and prior to installation:</p> <ul style="list-style-type: none"> • <i>Operation and Maintenance (O&M) Manuals for all equipment</i> • <i>Installation manuals and drawings</i> • <i>Electrical, mechanical, and civil interface drawings</i> • <i>Technical specifications and data sheets</i> • <i>Factory Test Certificates and Quality Assurance Certificates</i> • <i>Warranty certificates for equipment and major components</i> • <i>List of recommended spare parts and consumables</i> • <i>Safety instructions and Material Safety Data Sheets (MSDS), where applicable</i> <p>C. Upon commissioning:</p> <ul style="list-style-type: none"> • <i>Installation and Commissioning Reports</i> • <i>Training manuals and attendance records</i> • <i>Performance and acceptance test results</i> <p><i>All manuals and documents shall be provided in English, in both hard copy and electronic (PDF) format.</i></p> <p>Responsibility</p> <p><i>The Supplier/Contractor shall be fully responsible for any loss or damage arising from inadequate or improper packing, marking, or documentation. No additional payment shall be made for packing, marking, or documentation, as these are deemed included in the Contract Price.</i></p> |
| SCC 24.1 | The insurance coverage shall be as specified in the Incoterms. |
| SCC 25.1 | <p>Responsibility for transportation of the Goods shall be as specified in the Incoterms. DDP Project Sites</p> <p><i>“The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Pakistan, defined as the Project Site; transport to such place of destination in Pakistan, 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”;</i></p> |
| SCC 25.2 | Incidental services to be provided are: Transportation, installation, civil works, commissioning and training of the relevant staff as specified in the Technical Specifications. |

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| SCC 26.2 | <p>The inspections and tests shall be: <i>The Supplier shall, after completion of supply, installation, civil works (if any), and commissioning at site, carry out all necessary tests and inspections to demonstrate that the Autoclave with Shredder and associated equipment are complete, safe, and fully functional in accordance with the Contract and Technical Specifications.</i></p> <p><i>The tests shall include, but not be limited to:</i></p> <ul style="list-style-type: none"> • <i>Functional and operational testing of the autoclave, shredder, and all auxiliary systems;</i> • <i>Verification of safety interlocks, alarms, and control systems;</i> • <i>Performance testing of sterilization cycles, including use of chemical and/or biological indicators, as specified;</i> • <i>Integrated operation test of sterilization and shredding under normal working conditions.</i> <p><i>All tests and inspections shall be conducted at site in the presence of the Employer or its authorized representative. The Supplier shall provide all instruments, indicators, consumables, utilities, and manpower required for testing at no additional cost.</i></p> <p><i>Final acceptance of the equipment shall be subject to successful completion of the above tests and submission of test reports acceptable to the Employer. If the equipment fails to meet the specified requirements, the Supplier shall promptly rectify the deficiencies and repeat the tests at its own cost.</i></p> |
| SCC 27.1 | The delay damage shall be: 0.1 % per week |
| SCC 27.1 | The maximum amount of delay damages shall be: 10 % of the contract Price |
| SCC 28.3 | <p>The period of validity of the Warranty shall be: 36 months</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: Project Sites</p> <p>The warranty execution shall be in accordance with the warranty execution services defined in the TOR/Scope of services of Project.</p> |
| SCC 28.5, SCC 28.6 | The period for repair or replacement shall be: 30 days. |
| SCC 33.4 | If the value engineering proposal is approved by the Purchaser the amount to be paid to the Supplier shall be <u>30</u> % of the reduction in the Contract Price. |

Attachment: Price Adjustment Formula (Not Applicable)

If in accordance with GCC / SCC 15.2, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 15.1 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

and $a + b + c = 1$

in which:

- P_1 = adjustment amount payable to the Supplier.
- P_0 = Contract Price (base price).
- a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
- b = estimated percentage of labor component in the Contract Price.
- c = estimated percentage of material component in the Contract Price.
- L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
- M_0, M_1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The Bidder shall indicate the source of the indices, and the source of exchange rate (if applicable) and the base date indices in its Bid.

The coefficients a , b , and c as specified by the Purchaser are as follows:

- $a = [\text{insert value of coefficient}]$
- $b = [\text{insert value of coefficient}]$
- $c = [\text{insert value of coefficient}]$

Base date = thirty (30) days prior to the deadline for submission of the Bids.

Date of adjustment = $[\text{insert number of weeks}]$ weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall be: Z_0 / Z_1 , where,

Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P_0 on the Base date, and

Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P_0 on the Date of Adjustment.

- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Section VIII. Contract Forms (COF)

This Section contains the Notification of Intention to award, Letter of Acceptance and Contract Agreement, and forms of Security as well as forms of ‘Disclosure’ and ‘Declaration’ *[which, once completed, **shall** be part of the Contract]*.

[The form of Performance Security shall be got completed by the successful Bidder, from a bank, after contract award. The form(s) of ‘Disclosure’ and ‘Declaration’ shall be provided by the successful Bidder when asked by the Purchaser (through Letter of Acceptance). The form of Advance Payment Security shall be got completed by the Supplier, from a bank, after signing the Contract; as and when required.

Table of Forms

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| Notification of Intention to Award | |
| Beneficial Ownership Disclosure Form | |
| Declaration of Beneficial Owners' Information Form | |
| Letter of Acceptance | |
| Contract Agreement | |
| Performance Security | |
| Advance Payment Security | |

Notification of Intention to Award

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: *insert the date on which this Notification is transmitted to all participating Bidders. The Notification must be sent to these Bidders simultaneously. This means on the same date and as close to the same time as possible.]*

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award Contract No.: *[insert the number]*

Purchaser: *[insert the name of the Purchaser]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: Islamic Republic of Pakistan

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/ grant]*

RFB No: *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract

1. The successful Bidder

| | |
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| Name: | <i>[insert name of successful Bidder]</i> |
| Address: | <i>[insert address of the successful Bidder]</i> |
| Contract price: | <i>[insert contract price of the successful Bid]</i> |
| Duration of Contract: | <i>[insert time period to complete the Contract]</i> |

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| Scope of the Contract being Awarded: | <i>[insert brief scope of Goods]</i> |
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2. Other Bidders *[insert names of all other Bidders that submitted a Bid, Bid prices as read out and Evaluated Bid prices.]*

| Name of Bidder | Bid price | Evaluated Bid price |
|-----------------------|---------------------------|---------------------------------|
| <i>[insert name]</i> | <i>[insert Bid price]</i> | <i>[insert evaluated price]</i> |
| <i>[insert name]</i> | <i>[insert Bid price]</i> | <i>[insert evaluated price]</i> |
| <i>[insert name]</i> | <i>[insert Bid price]</i> | <i>[insert evaluated price]</i> |
| <i>[insert name]</i> | <i>[insert Bid price]</i> | <i>[insert evaluated price]</i> |
| <i>[insert name]</i> | <i>[insert Bid price]</i> | <i>[insert evaluated price]</i> |

3. Reason/s why your Bid was unsuccessful

[State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (**local time**).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Purchaser]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are

unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight *[insert date] (local time)*.

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Purchaser]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

For Further information:

Under WB funding, see Annex III of “[Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](#)”. You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](#)” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’, in this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.

3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date] (local time)*.

Under WB funding, the Standstill Period lasts ten (05) Business Days after the date of transmission of this Notification of Intention to Award. The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (3) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Purchaser:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares*
- directly or indirectly holding 25% or more of the voting rights*
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

RFB No.: *[insert number of RFB process]*

Request for Bid No.: *[insert identification]*

To: *[insert complete name of Purchaser]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

| Identity of Beneficial Owner | Directly or indirectly holding 25% or more of the shares (Yes / No) | Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No) | Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No) |
|---|--|--|---|
| <i>[include full name (last, middle, first), nationality, country of residence]</i> | | | |

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder”

Name of the Bidder: *[insert complete name of the Bidder] _____

Name of the person duly authorized to sign this Form on behalf of the Bidder: **[insert complete name of person duly authorized to sign this Form] _____

Title of the person signing this Form: [insert complete title of the person signing this Form] _____

Signature of the person named above: [insert signature of person whose name and capacity are shown above] _____

Date signed [insert date of signing] _____ **day of** [insert month] _____, [insert year] _____

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing this Form shall have the power of attorney given by the Bidder; that shall be attached with this Form.

Letter of Acceptance

[use letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award of Contract No.**

This is to notify you that your Bid dated *[insert date]* _____ for execution of the *[insert name of the contract and identification number, as given in the Bidding / Contract Documents]* _____ for the Accepted Contract Amount of PKR *[insert amount in numbers and words]* _____, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by *[insert name of Agency]* _____.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form and (ii) the additional information on beneficial ownership in accordance with ITB 45.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form and Declaration of Beneficial Owners' Information Form, included in Section VIII, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made on the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) _____ *[insert complete name of Purchaser]*, _____
[insert description of type of legal entity e.g. a Ministry, or its attached department / autonomous body / sub-ordinate office etc., of the Government of Pakistan] and having its principal place of business at _____ *[insert address of Purchaser]* (hereinafter called “the Purchaser”), of the one part, and
- (2) _____ *[insert name of Supplier e.g. a shop / store / factory / company / corporation]* incorporated under the laws of _____ *[insert: country of Supplier]* and having its principal place of business at _____ *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of Goods and Related Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) Schedule of Requirements (including Specifications and Drawings as required)
 - (g) Completed Price Schedules
 - (h) Performance Security and Integrity Pact (where required)
 - (i) any other document listed in GCC/SCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Islamic Republic Pakistan on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature and name]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of

Signature of Witness *[insert signature, name and CNIC number]*

For and on behalf of the Supplier

Signed: *[insert signature and name of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of

Signature of Witness *[insert signature, name and CNIC number]*

[Note: In case of a Joint Venture, the Contract Agreement must be signed by of all members of the Joint Venture that submitted the Bid.]

Performance Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and address of the Purchaser]*

Date: _____ *[insert date (as day, month, and year)]*

Performance Guarantee No.: _____

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. _____ *[insert reference number of the contract]* dated _____ *[insert date]* with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of Goods and Related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[insert amount in figures]* () *[amount in words]*¹, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s) and seal of bank]

[Note: If the Performance Security is issued by a bank located outside Pakistan, it shall be counter-guaranteed by a correspondent bank located in Pakistan, for being encashable in Pakistan; and in case of a Joint Venture, the Security must be in the name of all members of the Joint Venture that signs the Contract]

¹ insert amount of Performance Security as required in the Bidding / Contract Documents and denominated either in the currency(cies) of the Contract or in a freely convertible currency acceptable to the Beneficiary (Purchaser).

² Insert the date 28 days after the expected completion date. The Purchaser should note that in the event of an extension of the time for completion of the contract, the Purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee (at the cost of the Supplier) for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and address of the Purchaser]*

Date: _____ *[insert date (as day, month, and year)]*

Advance Payment Guarantee No.: _____

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. _____ *[insert reference number of the contract]* dated _____ *[insert date]* with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of Goods and Related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ *[insert amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[insert amount in figures]* (_____) *[amount in words]*¹, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until *[insert date (as day, month, year)]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s) and seal of bank]

[Note: If the Advance Payment Security is issued by a bank located outside Pakistan, it shall be counter-guaranteed by a correspondent bank located in Pakistan, for being encashable in Pakistan; and in case of a Joint Venture, the Security must be in the name of all members of the Joint Venture that signs the Contract]

¹ _____
insert an amount that is the same as that of the advance payment to be made to the Supplier by the Purchaser and denominated either in the currency(cies) of the Contract or in a freely convertible currency acceptable to the Beneficiary (Purchaser).