



BID SOLICITATION DOCUMENTS (BSDs)

Under National Competitive Bidding (NCB)

FOR

FRAMEWORK CONTRACT FOR THE PROCUREMENT OF ANTI-MALARIAL, ANTI-DENGUE AND LAISHMANISIS ITEMS FOR THE FY 2025-2026

January 2026

VECTOR-BORNE DISEASES (VBDS), DGHS

Health Department

Government of Khyber Pakhtunkhwa

Preface

These Bid Solicitation Documents have been prepared for use by Procuring Entity and their implementing agencies in the procurement of goods through National Competitive Bidding (NCBs) as well International Competitive Bidding (ICBs) vide 41(g) KPP Rules 2014.

In order to simplify the preparation of Bid Solicitation Documents for each procurement, the Bid Solicitation Documents are grouped in two parts based on provisions which would remain the same for every procurement and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which is further organized into six sections. Sections I, II, III, IV, and V, respectively contain Invitation for Bids; Bid Data Sheet; Special Conditions of Contract; Schedule of Requirements; Technical Specifications; and the forms to be used, while Section VI is about Sample Forms.

This is Part one which is fixed and contains provisions which are to be used unchanged. Each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bid Solicitation Documents. They shall not be included in the final documents.

Contents

Part One - Section I.....	6
Instructions to Bidders	6
A. Introduction	7
1. Source of Funds.....	7
2. Eligible Bidders.....	7
3. Eligible Goods and Services.....	8
4. Cost of Bidding.....	8
B. The Bid Solicitation Documents	8
5. Content of Bid Solicitation Documents	8
6. Clarification of Bid Solicitation Documents.....	9
7. Amendment of Bid Solicitation Documents	9
C. Preparation of Bids.....	9
8. Language of Bid	9
9. Documents Comprising the Bid.....	9
10. Bid Form.....	9
11. Bid Prices.....	9
12. Bid Currencies	10
13. Documents Establishing Bidder's Eligibility and Qualification.....	10
14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	10
15. Bid Security	11
16. Period of Validity of Bids.....	12
17. Format and Signing of Bid	12
D. Submission of Bids	12
18. Sealing and Marking of Bids	12
19. Deadline for Submission of Bids.....	13
20. Late Bids	13
21. Modification and Withdrawal of Bids.....	13
E. Opening and Evaluation of Bids	13
22. Opening of Bids by the Procuring Entity	13
23. Clarification of Bids.....	14
24. Preliminary Examination	14
25. Evaluation and Comparison of Bids	14
26. Contacting the Procuring Entity.....	17

F. Award of Contract	17
27. Post-qualification.....	17
28. Award Criteria.....	17
29. Procuring Entity's Right to Vary Quantities at Time of Award	18
30. Procuring Entity's Right to Accept any Bid and to Reject any or All Bids	18
31. Notification of Award	18
32. Signing of Contract	18
33 Performance Security.....	18
34. Corrupt or Fraudulent Practices.....	18
35. Integrity Pact	19
Part One - Section II.....	20
General Conditions of Contract	20
1. Definitions.....	21
2. Application.....	21
3. Country of Origin.....	21
4. Standards.....	22
5. Use of Contract Documents and Information; Inspection and Audit by the Government	22
6. Patent Rights	22
7. Performance Security	22
8. Inspections and Tests.....	22
9. Packing	23
10. Delivery and Documents.....	23
11. Insurance	23
12. Transportation.....	23
13. Incidental Services	23
14. Spare Parts.....	24
15. Warranty	24
16. Payment.....	25
17. Prices.....	25
18. Change Orders	25
19. Contract Amendments	25
20. Assignment	26
21. Subcontracts	26
22. Delays in the Supplier's Performance	26
23. Liquidated.....	26

24. Termination for Default	26
25. Force Majeure	27
26. Termination for Insolvency	27
27. Termination for Convenience	27
28. Resolution of Disputes	28
29. Governing Language	28
30. Applicable Law	28
31. Notices	28
32. Taxes and Duties	28
Part Two	31
Section I. Invitation for Bids	31
Section II. Bid Data Sheet	33
<i>Bid Data Sheet</i>	<i>33</i>
Section III. Special Conditions of Contract	35
1. Definitions (GCC Clause 1)	35
2. Country of Origin (GCC Clause 3)	35
3. Performance Security (GCC Clause 7)	35
4. Standards (GCC Clause 4)	35
5. Inspections and Tests	35
6. Packing (GCC Clause 9)	36
7. Delivery and Documents (GCC Clause 10)	36
8. Warranty (GCC Clause 15)	36
9. Payment (GCC Clause 16)	36
10. Prices (GCC Clause 17)	37
11. Liquidated Damages (GCC Clause 23)	37
12. Disputes Resolution (GCC Clause 28)	37
13. Bid Tie	37
14. Governing Language (GCC Clause 29)	37
15. Applicable Law (GCC Clause 30)	37
16. Notices (GCC Clause 31)	38
17. Duties & Taxes (GCC clause 32)	38
18. Legal Documentary Proof	38
19. Ineligibility for Corrupt and Fraudulent Practices	38
20. Letter of Authorization	38
21. Prevailing Rules, Regulation and Policies	38

22. Alternate Bid	38
23. Incomplete and Conditional Bids	38
24. Bidders Influence	38
25. Quantity Variation	38
Section IV. Schedule of Requirements	39
Section V. Technical Specifications	41
Section VI. Sample Forms	47
<i>Bid Form 1</i>	48
<i>Bid Form 2</i>	50
<i>Bid Form 3</i>	51
<i>Bid Form 4</i>	52
<i>Bid Form 5</i>	53
<i>Bid Form 6</i>	54
<i>Bid Form 7</i>	58

Part One - Section I

Instructions to Bidders

Notes on the Instructions to Bidders

This section of the Bid Solicitation Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Part One Section I contains provisions that are to be used unchanged. Part Two Section II (Bid Data Sheet) consists of provisions that supplement, amend, or specify in detail information or requirements included in Part One Section I and which are specific to that procurement.

Matters governing the performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Part one Section II, General Conditions of Contract, and/or Part Two Section III, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the contract.

A. Introduction

1. Source of Funds

- 1.1 The Procuring Entity has received/applied for loan / grant / federal / provincial / local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these Bid Solicitation Documents are issued.
- 1.2 The funds referred to above in addition shall be “Public Fund” which according to 2 (l) of KPP Rules 2014 means (i) Provincial Consolidated Fund; (ii) foreign assistance; (iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government.
- 1.3 Payment by the Fund will be made only at the request of the Procuring Entity and upon approval by the Government of Khyber Pakhtunkhwa., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring Entity shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the KPP Rules, 2014 and its Bid Solicitation Documents except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent Entity of the Government of Khyber Pakhtunkhwa.
- 2.4 The bidder shall submit an affidavit that his firm is not in blacklist of the concerned procuring entity.

3. Eligible Goods and Services

- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bid Solicitation Documents and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity named in the Bid Data Sheet, hereinafter referred to as “the Procuring Entity,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bid Solicitation Documents

5. Content of Bid Solicitation Documents

- 5.1 The Bid Solicitation Documents include:
- a) Instructions to Bidders (ITB)
 - b) Bid Data Sheet
 - c) General Conditions of Contract (GCC)
 - d) Special Conditions of Contract (SCC)
 - e) Schedule of Requirements
 - f) Technical Specifications
 - g) Bid Form and Price Schedules
 - h) Bid Security Form
 - i) Contract Form
 - j) Performance Security Form
 - k) Manufacturer’s Authorization Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid Solicitation Documents. Failure to furnish all information required by the Bid Solicitation Documents or to submit a bid not substantially responsive to the Bid Solicitation Documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

6. Clarification of Bid Solicitation Documents

- 6.1 An interested Bidder requiring any clarification of the Bid Solicitation Documents may notify the Procuring Entity in writing. The Bidding Procuring Entity will respond in writing to any request for Documents clarification of the Bid Solicitation Documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring Entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the Bid Solicitation Documents.

7. Amendment of Bid Solicitation Documents

- 7.1 At any time prior to the deadline for submission of bids, the Procuring Entity, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the Bid Solicitation Documents by amendment.
- 7.2 All interested bidders that have received the Bid Solicitation Documents will be notified of the amendment in writing, and will be binding on them.
- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Entity, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Comprising the Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components:
- a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12
 - b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bid Solicitation Documents; and
 - d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Solicitation Documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

11. Bid Prices

- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
- 11.3 The Bidder's separation of price components in accordance with ITB Clause

11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring Entity and will not in any way limit the Procuring Entity's right to contract on any of the terms offered.

- 11.4 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 Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies

- 12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

13. Documents Establishing Bidder's Eligibility and Qualification

- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Entity's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.

- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction:

- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring Entity's country;
- b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- c) that, in the case of a Bidder not doing business within the Procuring Entity's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country 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
- d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bid Solicitation Documents of all goods and services which the Bidder proposes to supply under the contract.

- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the Bid Solicitation Documents may be in the form of literature, drawings, and data, and shall consist of:

- a) a detailed description of the essential technical and performance characteristics of the goods;
- b) 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 for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Entity; and
- c) an item-by-item commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring Entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. [The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid]¹

15.2 The bid security is required to protect the Procuring Entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Entity's country, in the form provided in the Bid Solicitation Documents or another form acceptable to the Procuring Entity and valid for thirty (30) days beyond the validity of the bid; or
- b) irrevocable encashable on-demand Bank call-deposit.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring Entity as non-responsive, pursuant to ITB Clause 24.

¹ Inserted by KPPRA Notification No. KPPRA/M&E/Estt:/1-12/2017-18 dated April 05, 2018.

- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring Entity pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
- 15.7 The bid security may be forfeited:
 - a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - b) in the case of a successful Bidder, if the Bidder fails:
 - i. to sign the contract in accordance with ITB Clause 32; or
 - ii. to furnish performance security in accordance with ITB Clause 33.

16. Period of Validity of Bids

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Entity, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 16.2 In exceptional circumstances, the Procuring Entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

17. Format and Signing of Bid

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
 - a. be addressed to the Procuring Entity at the address given in the Bid Data Sheet; and
 - b. bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a

statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring Entity will assume no responsibility for the bid’s misplacement or premature opening.

19.1 Bids must be received by the Procuring Entity at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19. Deadline for Submission of Bids

9.2 The Procuring Entity may, at its discretion, extend this deadline for the submission of bids by amending the Bid Solicitation Documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring Entity and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Procuring Entity after the deadline for submission of bids prescribed by the Procuring Entity pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Entity prior to the deadline prescribed for submission of bids.

21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn 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 Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Procuring Entity

22.1 The Procuring Entity will open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders’ representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned

unopened to the bidders.

23. Clarification of Bids

- 22.4 The Procuring Entity will prepare minutes of the bid opening.
- 23.1 During evaluation of the bids, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

- 24.1 The Procuring Entity will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring Entity will determine the substantial responsiveness of each bid to the Bid Solicitation Documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Solicitation Documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5 If a bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Evaluation and Comparison of Bids

- 25.1 The Procuring Entity will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
- 25.2 The Procuring Entity's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 25.3 The Procuring Entity's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:
- a. incidental costs
 - b. delivery schedule offered in the bid;
 - c. deviations in payment schedule from that specified in the Special Conditions of Contract;
 - d. the cost of components, mandatory spare parts, and service;

- e. the availability Procuring Entity of spare parts and after-sales services for the equipment offered in the bid;
- f. the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or
- g. other specific criteria indicated in the Bid Data Sheet and/or
- h. in the Technical Specifications.

25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- a. Incidental costs provided by the bidder will be added by Procuring Entity to the delivered duty paid (DDP) price at the final destination.
- b. Delivery schedule.

- i. The Procuring Entity requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

- ii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

- iii. The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

- c. Deviation in payment schedule:

- i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will 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 Procuring Entity may consider the alternative payment schedule offered by the selected Bidder.

or

- ii. The SCC stipulates the payment schedule offered by the Procuring Entity. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring Entity, 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 this invitation, at the rate per annum

specified in the Bid Data Sheet.

d. Cost of spare parts.

- 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 Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

- ii. The Procuring Entity 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 Bid Data Sheet. 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.

or

- iii. The Procuring Entity will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring Entity or other Procuring Entity in similar situations. Such costs shall be added to the bid price for evaluation.

e. Spare parts and after sales service facilities in the Procuring Entity's country.

The cost to the Procuring Entity of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the Bid Solicitation Documents, if quoted separately, shall be added to the bid price.

f. Operating and maintenance costs.

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

g. Performance and productivity of the equipment.

- i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

or

- ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

Alternative

25.5 Merit Point System:

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

[In the Bid Data Sheet, choose from the range of]

Evaluated price of the goods	60 to 90
Cost of common list spare parts	0 to 20
Technical features, and maintenance and operating costs	0 to 20
Availability of service and spare parts	0 to 20
Standardization	0 to 20
Total	100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

26. Contacting the Procuring Entity

- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring Entity on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring Entity, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Procuring Entity in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

27. Post-qualification

- 27.1 In the absence of prequalification, the Procuring Entity will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring Entity deems necessary and appropriate.
- 27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring Entity will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

28. Award Criteria

- 28.1 Subject to ITB Clause 30, the Procuring Entity will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**29. Procuring Entity's
Right to Vary
Quantities at Time of
Award**

- 29.1 The Procuring Entity reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

**30. Procuring Entity's
Right to Accept any Bid
and to Reject any or All
Bids**

- 30.1 The procuring entity may reject all bids or proposals at any time prior to the acceptance of a bid or proposal specifying the grounds for rejection of bids.

**31. Notification of
Award**

- 31.1 Prior to the expiration of the period of bid validity, the Procuring Entity will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

- 31.2 The notification of award will constitute the formation of the Contract.

- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring Entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

32. Signing of Contract

- 32.1 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity will send the Bidder the Contract Form provided in the Bid Solicitation Documents, incorporating all agreements between the parties.

- 32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring Entity.

**33 Performance
Security**

- 33.1 Within twenty (20) days of the receipt of notification of award from the Procuring Entity, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bid Solicitation Documents, or in another form acceptable to the Procuring Entity.

- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity may make the award to the next lowest evaluated Bidder or call for new bids.

**34. Corrupt or
Fraudulent Practices**

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

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

- i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a

contract to the detriment of the Procuring Entity, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;

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

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

35. Integrity Pact

- 35.1 The Bidder shall sign and stamp the Integrity Pact provided at Form - 5 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.

Part One - Section II.

General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract in Part One Section II, read in conjunction with the Special Conditions of Contract in Part Two Section III and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Part Two Section III.

Bid Solicitation Documents (BSDs) after Pre Bid Meeting

General Conditions of Contract

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- a. "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - c. "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Entity under the Contract.
 - d. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - e. "GCC" means the General Conditions of Contract contained in this section.
 - f. "SCC" means the Special Conditions of Contract.
 - g. "The Procuring Entity" means the organization purchasing the Goods, as named in SCC.
 - h. "The Procuring Entity's country" is the country named in SCC.
 - i. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
 - j. "The Project Site," where applicable, means the place or places named in SCC.
 - k. "Day" means calendar day.

2. Application

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

3. Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.
- 3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Government

- 5.1 The Supplier shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under the Contract if so, required by the Procuring Entity.
- 5.4 The Supplier shall permit the Procuring Entity to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring Entity, if so required.

6. Patent Rights

- 6.1 The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Entity's country.

7. Performance Security

- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Entity the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring Entity and shall be in one of the following forms:
- a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Entity's country, in the form provided in the Bid Solicitation Documents or another form acceptable to the Procuring Entity; or
 - b. a cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

- 8.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Entity requires and

where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Entity may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Entity.
- 8.4 The Procuring Entity's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Entity's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Entity or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Entity.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

- 10.2 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

- 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility.

12. Transportation

- 12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Entity's country, transport to such place of destination in the Procuring Entity's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- 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 obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 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 for other parties by the Supplier for similar services.

14. Spare Parts

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

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements;
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Entity's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This 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 Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.

17. Prices

- 17.1 Prices charged by the Supplier for Goods delivered and 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 SCC or in the Procuring Entity's request for bid validity extension, as the case may be.

18. Change Orders

- 18.1 The Procuring Entity may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
 - b. the method of shipment or packing;
 - c. the place of delivery; and/or
 - d. the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Entity's change order.

19. Contract Amendments

- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

- 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Entity's prior written consent.

21. Subcontracts

- 21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

- 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

- 2.31 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

- 24.1 The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 22; or
 - b. if the Supplier fails to perform any other obligation(s) under the Contract.
 - c. if the Supplier, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of

anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity 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.

26. Termination for Insolvency

26.1 The Procuring Entity may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.

27. Termination for Convenience

27.1 The Procuring Entity, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and/or
- b. to cancel the remainder and pay to the Supplier an agreed amount for

partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

- 28.1 The Procuring Entity 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.
- 28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Entity and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

29. Governing Language

- 29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

- 30.1 The Contract shall be interpreted in accordance with the laws of the Procuring Entity's country, unless otherwise specified in SCC.

31. Notices

- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

- 32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.



BID SOLICITATION DOCUMENTS (BSDs)

Under National Competitive Bidding (NCB)

FOR

FRAMEWORK CONTRACT FOR THE PROCUREMENT OF ANTI-MALARIAL, ANTI-DENGUE AND LAISHMANIASIS ITEMS FOR THE FY 2025-2026

January 2026

VECTOR-BORNE DISEASES (VBDS), DGHS

Health Department

Government of Khyber Pakhtunkhwa

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Sample Forms

Bid Solicitation Documents (BSDs) after Pre Bid Meeting

Part Two

Section I. Invitation for Bids

Notes on the Invitation for Bids

The Invitation for Bids (IFB) has been issued as an advertisement in leading newspapers of general circulation in the Province of Khyber Pakhtunkhwa as well as on the web site of the Health Department (www.healthkp@gov.pk) , www.dghskp.gov.pk by allowing at least fifteen days for NCB for bid preparation and submission.

The Invitation for Bids provides information that enables interested bidders to decide whether to participate. Apart from the essential items listed in the Standard Bid Solicitation Documents (SBD), the Invitation for Bids also indicates the important bid evaluation criteria or qualification requirement (for example, a requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued) so that the bidders should give their best and final prices as no negotiations are allowed.

The Invitation for Bids is incorporated into these Standard Bid Solicitation Documents (SBDs). The information contained in the Invitation for Bids (IFB) conforms to the Bid Solicitation Documents and in particular to the relevant information in the Bid Data Sheet.

Invitation for Bids through EPADS

VECTOR-BORNE DISEASES (VBDs)

DIRECTORETE GENERAL HEALTH SERVICES, KHYBER PAKHTUNKHWA FRAMEWORK CONTRACT FOR THE PROCUREMENT OF ANTI-MALARIAL, ANTI-DENGUE AND LEISHMANIASIS ITEMS FOR THE FY 2025-26

1. In compliance with the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Act, 2012 and KPPRA Rules, 2014, Vector-borne diseases (VBDs), DHGS, Govt of Khyber Pakhtunkhwa Peshawar invites bids through E-Pak Acquisition and Disposal Systems (EPADS) under National Competitive Bidding from Manufacturers and/or Importers and/or authorized agents for Framework Contract for the Procurement of Anti-Malarial, Anti-Dengue and Leishmaniasis Items for the FY 2025-26.
2. Bidding shall be conducted through **Single Stage – Two Envelopes Bidding Procedure**, as per KPPRA Act 2012 and Rules framed there under.
3. The Bidding Documents can be downloaded from the following official websites: www.healthkp.gov.pk, www.kppra.gov.pk and <https://portalkp.eprocure.gov.pk>
4. Pre-bid meeting with the interested bidders will be held on **14th January 2026 (Wednesday)** in accordance with the schedule mentioned in the Bid Solicitation Documents. The bidders shall thoroughly study the Bid Solicitation Documents before the Pre-Bid meeting and bring their queries / suggestions to the forum for clarification/understanding.
5. Interested Bidders must upload their bids on EPADS before 10:30 AM, **23rd January, 2026 (Friday)** which will be opened on the same day at 11:00 AM in the presence of those bidders or their representatives, who choose to attend the process. Bid submitted after 10:30 AM shall not be entertained.
6. The Technical and Financial Bids shall be submitted through EPADS. The original Bid Security, issued in the name of the undersigned from the bank account of the prospective bidder, must be enclosed in the sealed envelope and submitted at the time of Bid Opening.
7. Bidders are required to submit unit price of the quoted items on format as prescribed in Bid Solicitation Documents. Quotation with hand written, cutting and over writing shall not be accepted to the extent of that particular quoted item.
8. Bidders are required to offer the most competitive rate of their items, as negotiations on quoted rates are not allowed under the rules.
9. The undersigned reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

**Director General Health Services,
Khyber Pakhtunkhwa Peshawar.
Ph: 091-9210269
Email: rbmcpk@yahoo.com**

Section II. Bid Data Sheet

Bid Data Sheet

ITB Re f.	Introduction/Description	Detail
ITB 1.1	Name of Procuring Entity of Government of KhyberPakhtunkhwa.	Directorate General Heath Service, Khyber Pakhtunkhwa
ITB 1.1	Loan or credit or Project allocation Number. Loan or credit or Project Allocation amount.	Budget allocated or any other Source through which amount is allocated for Health department for the year 2025-26
ITB 1.1	Name of Project	Procurement of Anti-Malarial, Anti Dengue and Leishmaniasis Items for the FY 2025-26
ITB 1.1	Name of Contract	Framework Contract for the Procurement of Anti-Malarial, Anti Dengue and Leishmaniasis Items for the FY 2025-26
ITB 4.1	Name of Procuring Entity.	Directorate General Heath Service, Khyber Pakhtunkhwa
ITB 6.1	Procuring Entity's address, telephone, Telex, and facsimile, numbers.	Director General Heath Service, Khyber Pakhtunkhwa Ph: 091-9210269 Email: rbmkpk@yahoo.com
ITB 8.1	Language of the bid.	English
Bid Price and Currency		
ITB 11.2	Price quoted shall be:	Pakistan Rupees (PKR)
ITB 11.5	The price shall be fixed	The quoted prices will be valid till 30 th June 2026.
Preparation and Submission of Bids		
ITB 13.3 (d)	Qualification requirements.	Manufacturer and/or Importer and/or Sole Authorized Agent
ITB 15.1	Amount of bid security.	Bid security shall be flat Rs. 500,000/- The Bid security shall be from bank account of the bidder. The mode of provision of bid security shall be in accordance with the modalities as laid down in the relevant KPPRA Rules.
ITB 16.1	Bid validity period.	180 days from the date of opening of bids
ITB 17.1	Number of copies.	The Technical and Financial Bids shall be submitted through E-Pak Acquisition and Disposal Systems EPADS. Bids submitted other than EPADS will be rejected.
ITB 18.2 (a)	Address for bid submission.	Vector-borne diseases (VBDs), DGHS, Khyber Pakhtunkhwa
ITB 18.2 (b)	IFB title and number.	Framework Contract for the Procurement of Anti-Malarial, Anti Dengue and Leishmaniasis Items for the FY 2025-26
ITB 19.1	Deadline for bid submission.	11:00am sharp 23rd January, 2026
ITB 19.3	Pre-Bid meeting with the bidders	The bidders are required to submit their inputs / reservations on Bid Solicitation Documents on or before Pre-bid meeting. Pre-bid meetings with the interested bidders will be held on 14th January, 2026.
ITB 22.1	Time, Date, and Place for bid opening.	11:00am sharp, 23th January, 2026 , at the conference room of Director Public Health DGHS KP.
Bid Evaluation		
ITB 23.1	Clarification of Bids	The Procuring Entity may ask the Bidder in writing, only for clarification regarding the received documents in the bid; however, no change in the prices or substance of the bid shall be sought, offered, permitted or entertained. This communication shall be with the prior approval of chairman T&E committee.
ITB 25.3	Criteria for bid evaluation	Merit Point Evaluation (Single Stage – Two Envelop) The items ranked highest out of 100 in merit points (obtained through and based on technical (60) and financial evaluation(40)) will get the Contract.
ITB 25.4 (a) ITB 25.4 (b)	One option only Delivery schedule. Relevant parameters in accordance with Option selected.	Not Applicable

Option I Option II Option III	Adjustment expressed as a Percentage, or adjustment expressed in an amount in the currency of bid evaluation, or adjustment expressed in an amount in the currency of bid evaluation.	Not Applicable
ITB 25.4 (c)(ii)	Deviation in payment schedule. Annual interest rate.	Not Applicable
ITB 25.4 (d)	Cost of spare parts.	Not Applicable
ITB 25.4 (e)	Spare parts and after sales service facilities in the Procuring Entity's Country.	Not Applicable
ITB 25.4 (f)	Operating and maintenance costs.	Not Applicable
ITB 25.4 (g)	Performance and productivity of Equipment.	Not Applicable
ITB 25.4 (h)	Details on the evaluation method or reference to the Technical Specifications	As in section on Technical Evaluation of bids. The evaluation parameters of the quoted item/s may include, but not limited to, any or all of the methods including scrutiny of the Bid Solicitation Documents, physical inspection, examination, evaluation /using by the end user/s and/ or market survey including and not limited to both Public and Private Healthcare facilities, against any parameter/s, as deemed appropriate by the procuring Entity or any of its committees or sub- committees. Any discrepancy found during the market survey shall lead to disqualification of the firm/product (s). Physical Inspection of manufacturers, importers and bidders may be carried out.
ITB 25.4 alternative	Specify the evaluation factors.	Not Applicable
ITB 28.1	Award Criteria	Section 2 (c)(i)
Contract Award		
ITB 29.1	Percentage for quantity increase or decrease.	Number of items can be increased and decreased as per requirement of the PE within permissible limits under the rules.

Section III. Special Conditions of Contract

Special Conditions of Contract

The following Special Conditions of Contract shall supplement & qualify the General Conditions of Contract (GCC).

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

1. Definitions (GCC Clause 1)

GCC 1.1 (c) The Goods are: Insecticide and Larvicide, Bed Nets, Fogger Machines, IRS Spray Pump.

GCC 1.1 (g) The Procuring Entity is: Directorate General Health Service, Khyber Pakhtunkhwa, Department of Health, Khyber Pakhtunkhwa, Peshawar.

GCC 1.1 (i) The Supplier is: i) Manufacturer and/or Importer and/or Sole Authorized Agents registered with relevant sales and income tax authorities and have requisite qualification and eligibility for supply of Goods in the specialized categories of health sector.

Sample Provision GCC 1.1 (j)—The Project Site is: Vector-borne diseases (VBDs), DGHS, Department of Health, Khyber Pakhtunkhwa, Peshawar. The Focal Person of the bidder will provide samples of the sample-based items for examination / analysis at bidder's own risk and cost. The samples will be returnable and no payment shall be made to bidder / Focal Person on this account.

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the Bid Solicitation Documents Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement. The bidder will provide the details regarding country of origin, Model, Make, manufacturer, along with details of Manufacturing Units and mode of supply, shipment, and any other associated details of the component items and that of the quoted items. Bidders are bound to supply the items from quoted country of origin only.

3. Performance Security (GCC Clause 7)

GCC 7.1— the amount of performance security, as a percentage of the Contract Price, shall be 10% i.e., of the total value of each individual supply order placed to the successful bidder.

However, the Standard bid security, as elaborated in Section-IV, Statement of Requirement, of this document, from the successful bidders as received at the time of bids submission under GCC Clause 15 shall be retained by the Director General Health Services, Health Department, Khyber Pakhtunkhwa, Peshawar as Bid Security and will be released back to successful bidders after receipt of 10% performance security on each individual supply order placed by the procuring entity and will be retained by procuring entity till completion of supply and inspection clearance.

4. Standards (GCC Clause 4)

As mentioned in GCC clause 4.1.

5. Inspections and Tests

GCC 10.3—Inspection and tests prior to delivery/shipment of Goods and at final acceptance are as follows: Final Acceptance by the Head of IVC Program-KP, Department of Health, Khyber Pakhtunkhwa.

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

6. Packing (GCC Clause 9)

In accordance with the GCC Clause 9 as well as provided in the relevant clauses of contract agreement.

7. Delivery and Documents (GCC Clause 10)

Applicable Delivery Mode: Delivered Duty Paid (DDP) as per contract agreement of the Successful with the Procuring Entity

8. Warranty (GCC Clause 15)

The Supplier shall provide warranty as per the terms and conditions.

GCC 15.2—In partial modification of the provisions, the warranty period shall be as per contract terms and conditions. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- a. Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or
- b. Pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be higher than the adjustment price used in bid evaluation.
- c. Supplier shall supply to the Purchasing Entity/ies, the freshly manufactured goods having maximum possible long expiry dates with the minimum remaining shelf life of at least 75% in case of imported goods and at least 85% in case of locally manufactured goods within Pakistan.

GCC 10. 3 —upon shipment, the Supplier shall notify the Procuring Entity the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring Entity:

- i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- ii. Original and two copies of the usual transport document (for example, a negotiable bill of lading, a nonnegotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- iii. Copies of the packing list identifying contents of each package;
- iv. Insurance certificate;
- v. Manufacturers or Supplier's warranty certificate;
- i. Inspection certificate, issued by the nominated inspection Entity, and the Supplier's factory inspection report.
- ii. Certificate of origin; and Custom clearing documents.

9. Payment (GCC Clause 16)

(i) GCC Clause 16 as well as under the terms and condition in in these BSDs Contract Agreement with the Procuring Entity, the goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after the goods having been delivered; hence insurance coverage is seller's responsibility, for which they may arrange appropriate coverage. Payment shall be made in Pak. Rupees in accordance with the relevant and applicable government rules and regulations

(ii) Payment shall not be made for partial and incomplete supply of goods.

(iii) Full Payment of the Contract Price of the Goods shall be paid to supplier after delivery of intended goods at destination & Subsequent inspection by the concerned committee upon submission of documents specified.

10. Prices (GCC Clause 17)

i. The bidder will not quote price of any item/s which is/are higher than the prices quoted by the bidder across the country to any procuring entity of the quoted item/s through public funding.

ii. In case the bid price is higher than estimated cost, the Procuring Entity has the right to reject the bid and scrap the process without any liability.

iii. In case of single bid after technical evaluation, the procuring Entity may carry out the market analysis and negotiate with the bidder before issuing a letter of consent to the successful bidder.

11. Liquidated Damages (GCC Clause 23)

As in relevant clauses of the Contract Agreement signed by the Supplier with the Procuring Entity. Penalties shall be imposed as per contract agreement and notified blacklisting & debarment guidelines of the department if the firm deviates from Contract Agreement.

12. Disputes Resolution (GCC Clause 28)

The dispute resolution mechanism to be applied will be pursuant to relevant clauses of Contract Agreement signed by Supplier with the Procuring Entity under KPPRA grievance redressal mechanism.

If at all required, the jurisdiction of Court shall be of Peshawar, Khyber Pakhtunkhwa.

13. Bid Tie

In case of tie in the prices of two bidders, and unless otherwise not in contradiction to any of the terms & conditions and specifications of that item, the Director will call for new financial quotation.

14. Governing Language (GCC Clause 29)

The Governing Language shall be: English

15. Applicable Law (GCC Clause 30)

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

i. The KPPRA Act 2012, KPPRA Rules 2014 and prevailing regulations etc.

ii. The Contract Act 1872.

iii. The General Financial Rules of the Govt. of Khyber Pakhtunkhwa and all the relevant laws, rules and regulations pertaining to budgeting & financial management of public fund.

iv. The Bonded Labor System (Abolition) Act of 1992.

v. The Factories Act 1934.

vi. Company Act 2017.

16. Notices (GCC Clause 31)

GCC 31.1—Procuring Entity address for notice purposes: Office of the Director General Health Services, Department of Health, Khyber Pakhtunkhwa, Peshawar.

Email: rbmkp@gmail.com

17. Duties & Taxes (GCC clause 32)

The Unit price quoted by the bidder shall be: inclusive of all applicable duties and taxes. All prices shall include relevant taxes & duties, where applicable. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Entity.

18. Legal Documentary Proof

The bidder must possess valid legally enforceable exclusive authorization from the Foreign/Local Manufacturer; they should have a documentary proof to the effect that they are the original Manufacturer of the required goods. Bidders shall establish all legal documentary proofs where required/ ask by the MS.

19. Ineligibility for Corrupt and Fraudulent Practices

Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), a local body or a public sector organization.

20. Letter of Authorization

The Authorized agent shall have to produce Exclusive letter of authorization / Sole Entity Certificate from Manufacturer and in case of Manufacturer, documentary proof to the effect that they are the original Manufacturer of the required goods shall be provided, or joint venture/ consortium/ alliance of the local Sole agents/manufacturers.

21. Prevailing Rules, Regulation and Policies

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

22. Alternate Bid

Different models/ prices offered for a single item by the same bidder shall be considered as alternate bid and shall be non-responsive.

23. Incomplete and Conditional Bids

Incomplete/ Conditional bid shall stand rejected. All items described in the technical proposal must be priced in financial proposal. No conditional bid in term of Technical/Financial bid will be entertained and the bidder will straight away be disqualified.

24. Bidders Influence

Any effort by a Bidder to influence the Procuring Entity in its decisions on bid evaluation, bid comparison, or Contract Award will result in the rejection of the Bidder's bid and subsequent blacklisting, if Procuring Entity so desires. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

25. Quantity Variation

The quantity of goods will be determined based on the Procuring Entity's requirements. As this is a framework contract, the Procuring Entity reserves the right to place orders as needed, in accordance with the permissible limits under the Rules 2014, without any change in the unit price or other terms and conditions.

Section IV. Schedule of Requirements

Instructions to bidders

- The Technical and Financial Bids shall be submitted through EPADS. Bids submitted other than EPADS will be rejected. The original Bid Security, issued in the name of the undersigned from the bank account of the prospective bidder, must be enclosed in the sealed envelope and must be submitted at the time of Bid Opening. Each bidder shall also provide an Affidavit on Judicial Stamp Paper confirming that the original Bid Security, as specified in the Bid Data Sheet, is enclosed. Failure to comply with these requirements shall render the Bid non-responsive.
- As detailed elsewhere in this document, a flat Rs. 500,000 /-of bid security shall be submitted with the bid. The mode of provision of bid security shall be in accordance with the modalities as laid down in the relevant KPPRA Rules and these bid solicitation documents (BSDs). The Bid security shall be from bank account of the bidder. Ordinary cheque and cross cheque in the form of bid security shall result in bid rejection.
- Bids must be computer typed & printed; and the offered bid prices must be written both in words & figures. Bid prices/ quotations with cutting and over-writing shall not be accepted to the extent of that particular quoted item. An authorized person of the bidder shall sign & stamp all pages of the bid having numbers on each page.
- Compliance with the required specifications as per Statement of Requirement is mandatory.
- The proposal shall contain all the details in accordance with standard specification of the items/goods mentioned in the Schedule of Requirements (SOR) and technical specifications which must be supported by catalogue/Brochures or relevant documents.
- All certifications and data/ documents shall be valid. Committee may carry out the verifications on or before award of contract and in case of any fraudulent practice, legal action will be taken against the bidder concerned.
- Non-Provision of mandatory documents mention in these BSDs shall lead to disqualification of the firm / quoted items.
- The Procuring Entity has the right to inspect the premises of bidder, to inspect the setups. Verify documents (if needed) mentioned in BSDs and any other relevant details.
- The Supplier shall possess the Cold Chain facility at his premises and at the warehouse / storage facility where the thermo labile items are kept.
- The bidder shall provide the shipment trail of the quoted item from the manufacturing site till destination.
- The Unit price quoted by the bidder shall be inclusive of all applicable duties and taxes. All prices shall include relevant taxes & duties, where applicable. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Entity.
- Alternate bid will declare as non-responsive.
- Any reservations / clarification on BSDs including special conditions, criteria, specifications etc. (if any) shall be submitted through EPADS on or before the Pre-bid meeting.
- **The schedule for supply of goods shall be as under:**
- The supplies and related services shall be delivered in accordance with the subsequent Purchase Order (s), to be issued by the Director General Health Services to the successful bidders along with Contract.

- Supply within 90 days for imported items from the date of issuance of supply order by the Procuring Entity.
- Supply within 60 days for local items from the date of issuance of supply order by the Procuring Entity.

Bid Solicitation Documents (BSDs) after Pre Bid Meeting

Section V. Technical Specifications
List of Items and required specifications

S. No	Name of item / products / Specifications	Packaging
Insecticides and Larvicides		
1.	Temephose 1% Granules	As per Manufacture Packing Prices should be quoted per KG
2.	Alpha-cypermethrin 10% Suspension concentration	As per Manufacture Packing Prices should be quoted per 1000ml
3.	Deltamethrin 2% Emulsifiable in water	As per Manufacture Packing Prices should be quoted per 1000ml
4.	Lambda-cyhalothrin 2.5% Emulsifiable concentration	As per Manufacture Packing Prices should be quoted per 1000ml
BEDNETS (Sample Based)		
5.	Long Lasting Insecticide Treated Net (LLIN) Shape – Rectangular Color – Green/Blue/White Denier - 100d Mesh - 156 Holes/Inch ² Specification - lenth-180cm*width-160cm*hight-150cm Material - 100% Polyester, Polyethylene Fabric - Warp Knitted Insecticide - Deltamethrin, 55mg/M ² Wash Resistance - More Than 25 Times Tag on inside on bednet “VBDs Program and Logos	
Shoulder Mounted Fogger Machine		
6.	Empty Weight: 7.9 – 11.6 kg Dimensions (L × W × H): 1200 – 1400 mm × 200 – 300 mm × 315 – 360 mm or better Chemical Tank Capacity: ≥ 5 L Fuel Tank Capacity: ≥ 1.5 L Fuel Consumption: 1.5 – 2.0 L/h Combustion Chamber Performance: 13.8 – 18.2 kW / 18.8 – 24.8 HP or better Flow Rate (with oil): 8 – 42 L/h or better Battery Power Supply: 6 V Chemical Tank Pressure: 0.25 bar Fuel Tank Pressure: 0.06 bar	
IRS Sprayer Pump (Sample Based)		
7.	Pump Sprayer (12L Stainless Steel Sprayer) Weight - 4.5 Kg Tank Capacity - 12 ltr Body Material Stainless Steel	

The supplied insecticides and larvicides will be subjected to quality testing to verify their concentration and effectiveness. The testing will be conducted in accordance with applicable standards and guidelines to ensure compliance with the specified formulation and active ingredient concentration. Only products that meet the required specifications will be accepted for use. The packing should be labeled as **“Govt: Khyber Pakhtunkhwa, Not For Sale**

Bid Solicitation Documents (BSDs) after Pre Bid Meeting

Technical Evaluation Criteria for insecticides and larvicides

S.No	Technical Parameter	Marks
1.	Proof of being Manufacturer / Sole Distributor of Manufacturer.	Mandatory
2.	NTN / STRN registration certificate of the bidder.	Mandatory
3.	The quoted product is World Health Organization Prequalified (WHO PQ). Will be verified from the updated WHO PQ list.	3
4.	Valid ISO 9001 Quality Management Systems certificate of the manufacturer from International Accreditation Forum (IAF) Accredited Bodies / PNAC Accredited Bodies for local manufacturer.	6
5.	Valid ISO 14001 Environmental Management Systems (EMS) Certificate of manufacturing plant from International Accreditation Forum (IAF) Accredited Bodies / PNAC Accredited Bodies for local manufacturer.	6
6.	Valid ISO 45001 Occupational Health & Safety Certificate of manufacturing plant from International Accreditation Forum (IAF) Accredited Bodies / PNAC Accredited Bodies for local manufacturer.	6
7.	Environmental Protection or Environmental Impact Assessment / Certificate or equivalent documentation from the country or origin of the manufacturer.	Mandatory
8.	GMP (Good Manufacturing Practice) from the country of origin of the quoted products.	6
9.	Free sale certificate of the country of origin of the quoted products. Proof of legal domestic market approval.	6
10.	Certificate of Analysis for the quoted product. QA/QC reports or equivalent documentation.	6
11.	The manufacturer or sole distributor of the manufacturer exports the insecticide and larvicide to a minimum of two additional countries. Documentary evidence of such exports must be provided and submitted as proof. Two marks for each certificate.	4
12.	One mark will be awarded for each satisfactory performance certificate of the quoted item from public institutions or sectors.	4
13.	One mark will be awarded for each satisfactory performance certificate of the quoted item from private institutions or sectors.	3
14.	The firm technical staff, Medical Entomologist. Two marks will be awarded per Medical Entomologist. (Documents, CV, Appointment order and salary slip)	4
15.	Last three years turnover. Marks will be allocated on the basis revenue turnover, 50M or above will be awarded 6 marks. Rs.25M to Rs.50 M will be awarded 4 marks. Less than Rs.25M will be awarded 3 mark.	6
Total Technical Marks		60

Technical Evaluation Criteria for Shoulder Mounted Fogger Machine, IRS Sprayer Pump

S.No	Technical Parameter	Marks
1.	Proof of being Manufacturer / Sole Distributor of Manufacturer.	Mandatory
2.	NTN / STRN registration certificate of the bidder.	Mandatory
3.	Fully compliance with the required specifications as per Statement of Requirement. Minor deviations may be accommodated up to 4, subject to the condition that main function and performance in any aspect would not be affected. More than 4 minor deviations will be considered as major deviation and the bidder will be considered as non-responsive for the quoted item. (One mark for each deviation will be deducted with due justification by scrutiny committee).	25
4.	The quoted product is prequalified by the World Health Organization (WHO PQ) or manufactured in accordance with WHO standards.	3
5.	Valid ISO 9001 Quality Management Systems certificate of the manufacturer from International Accreditation Forum (IAF) Accredited Bodies / PNAC Accredited Bodies for local manufacturer.	4
6.	Valid ISO 14001 Environmental Management Systems (EMS) Certificate of manufacturing plant from International Accreditation Forum (IAF) Accredited Bodies / PNAC Accredited Bodies for local manufacturer.	4
7.	Valid ISO 45001 Occupational Health & Safety Certificate of manufacturing plant from International Accreditation Forum (IAF) Accredited Bodies / PNAC Accredited Bodies for local manufacturer.	4
8.	Certificate of European community for the quoted product/manufacturer. CE certificate	4
9.	The manufacturer or sole distributor of the manufacturer exports the thermal fogger to a minimum of two additional countries. Documentary evidence of such exports must be provided and submitted as proof. Three marks for each certificate.	4
10.	Diploma of Associate Engineer (DAE) in electrical / electronic / biomedical / mechatronics / mechanical / industrial. DAE certificate must be submitted.	2
11.	Graduate Engineer with PEC Registration in electrical / electronics, biomedical / mechatronics / mechanical / industrial. PEC registration card of the engineer must be submitted.	4
12.	Annual Sales tax returns for last two years (1 mark for each year)	2
13.	Annual Income tax returns for last year (1 mark for each year).	2
14.	Last two-year Audited Balance Sheet Duly attested by Chartered Accountant. (1 mark for each year).	2
Total Technical Marks		60

Technical Evaluation Criteria for Bed Nets

S.No	Technical Parameter	Marks
1.	Proof of being Manufacturer / Sole Distributor of Manufacturer.	Mandatory
2.	NTN / STRN registration certificate of the bidder.	Mandatory
3.	Compliance with specification given in statement of Requirement or subject to the clearance on sample test by the Inspection Committee. Excellent Sample	45
4.	Compliance with specification given in statement of Requirement or subject to the clearance on sample test by the Inspection Committee. Good Sample	30
5.	Compliance with specification given in statement of Requirement or subject to the clearance on sample test by the Inspection Committee. Satisfactory Sample	15
6.	Not as per required specifications or Sample rejected by inspection committee or low-quality sample provided, the firm / bidder will be considered as non-responsive for the quoted item and no marks will be awarded.	0
7.	The quoted product is prequalified by the World Health Organization (WHO PQ)	3
8.	Annual Sales tax returns for last two years (2 mark for each year)	4
9.	Annual Income tax returns for last year (2 mark for each year).	4
10.	Last two-year Audited Balance Sheet Duly attested by Chartered Accountant. (2 mark for each year)	4
Total Technical Marks		60

Note:

Sample must be provided for IRS Sprayer Pump and Bet Nets at the time of Bid opening. Marks will be awarded as per sample provided.

Section V. Technical Specifications (Continued)

Financial Evaluation and Scoring System for Bids

(Maximum Allocable Marks Score = 40 marks)

The financial bids of technically qualified bidders will be opened publicly at the time to be announced by the Procuring Entity and the financial bids found technically non responsive shall be returned un-opened to the respective Bidders.

Total Allocable marks for Technical Proposal = 60

Total Allocable marks in Financial Proposal = 40

Total Combined Allocable Score for individual bids = Marks obtained in Technical Evaluation + Marks obtained in Financial Evaluation = 100

Scoring Methodology:

Contract will be awarded to the best evaluated fair and responsive bidder whose product ranks highest in the Combined Evaluation scoring calculated through the Marks awarded to Technical Proposal and Financial Proposal as stated in the Bid Data Sheet of these Bid Solicitation Documents.

The Evaluation Methodology is a combination of non-price factors (in Technical Criteria) and price factor (in Financial Criteria); and each having points as elaborated in the evaluation preforms provided in these BSDs.

Procedure for the Marks Scoring: Marks will be awarded or otherwise for various technical parameters to each quoted product based on the prescribed Technical and Financial criteria. The total combined marks will determine the highest-ranking product in each product category for contract award.

The formula to calculate the marks for the price by the bidders other than lowest bidder is given below:

Financial Evaluation Score of individual quoted Product:

$$= \left[\frac{\text{Lowest quoted Price of the item}}{\text{Next higher proposed Price of the competing item}} \right] \times \text{Total allocable financial score}$$

Solved Example of Financial Scoring:

If the lowest quoted price of an item is Rs. 86/-, the same lowest bidder will obtain score as below:

$$= \left[\frac{86}{86} \right] \times 40 = 30 \text{ marks, being the lowest bidder for the quoted item.}$$

If the next higher quoted price of the same item is Rs. 105/-, the marks obtained will be:

$$= \left[\frac{86}{105} \right] \times 40 = 32.76 \text{ Marks}$$

If the next higher quoted price of the same item is Rs. 130/-, the marks obtained will be:

$$= \left[\frac{86}{130} \right] \times 40 = 26.461 \text{ Marks and so on.}$$

Section VI. Sample Forms

MANDATORY STANDARD FORMS (1 TO 5)

BID FORM 1: BID COVER SHEET

BID FORM 2: LETTER OF INTENTION

BID FORM 3: AFFIDAVIT

BID FORM 4: PRICE SCHEDULE FORMAT FOR FINANCIAL BID

BID FORM 5: INTEGRALITY PACTS

BID FORM 6: CONTRACT AGREEMENT

(Template for information only, shall be signed with the successful Bidders only)

BID FORM 7: BANK GUARANTEE (Specimen)

Bid Form 1
BID COVER SHEET

Mandatory General Information of Applicant Firm NOTE: Complete filling of this form along with the provision of all requisite information is mandatory. Missing or not providing any of the requisite information may lead to dis-qualification of the bidder/s from the bidding competition without any case.

S. No	Name of Bidding Firm	Details
1	Please indicate whether the firm is: a. Manufacturer, or b. Importer c. Sole Authorized Agent	
2	Please indicate the category/ies under which the Firm is applying for bidding a. Insecticides/Larvicides b. Fogger Machine c. IRS Spray Pump	
3	Please provide names, attested copies of CNICs, two recent attested photographs, valid street addresses in Pakistan, all landline and mobile phone numbers of: a. Owner/Proprietor of the Firm. b. Managing Director / CEO of the Firm; c. Focal person officially made responsible and authorized by the Firm for day-to-day official Correspondence. (Please provide clear, legible and visible attested photocopies of all the requisite items mentioned items)	
4	Please provide the following valid information Regarding applicant Firm: Complete Street address of the: a. Head Office b. Main warehouse; and c. Valid & working official Landline Phone and d. Fax Numbers; and e. Mobile phone numbers of the Focal Person registered against his /her CNIC No. And name; and f. Valid and functional Email address; g. Official Website address /es .	
5	a. Please provide in original the bid security instrument along with the Financial Proposal in the sealed envelope in the form of valid Call Deposit Receipt / Bank Draft / Bank Guarantee of the requisite amount from a scheduled Bank of Pakistan in the name of Director General Health Services Khyber Pakhtunkhwa. Non-provision of bid Security shall render the bid as non -responsive.	
6	Please provide attested copies of the following Tax related mandatory documents: a. National Tax Number (NTN) of the Firm (FTN) for Income Tax b. Sales Tax Registration Certificate of the Firm	
7	In case of being manufacturer, the Firm should provide attested copies of the proof.	
8	In case of being importers, the Firm should provide attested copies of the following mandatory document/s also: a. Valid Authorization Certificate for the quoted items.	
9	The bidding Firm shall also provide an Affidavit on Judicial Stamp Paper of the value of at least Rs. 100/- (Rs. One Hundred Only) for the following undertaking:	

	<p>I. I / We have carefully read the whole set of Bid solicitation Documents for this bidding competition and that I / We have fully understood and agree to all the provisions (including, but not limited to, those provided under ITB 11.5, 16.1 and 29.1 of the Bid Data Sheet), terms and conditions, evaluation criteria, mechanism of evaluation & selection of items for which the Firm has applied for competition; and</p> <p>II. I / We fully understand and agree that the bidding competition for which I / We have applied to enter in, shall be based on merit and their financial bids submitted; and that in this situation, the lowest financial responsive bid/s will win the bidding competition; and</p> <p>III. I / we guarantee that the quoted items are, and shall be, freely available in the market of Pakistan; and/or available in public and private sector health facility (ies); and</p> <p>IV. I / We shall provide to the inspection team/s of expert/s authorized for the purpose by the Director; an uninterrupted and free access to all relevant documents, sections of the manufacturing facilities / unit, storage and warehousing facilities as well as any other area relevant, as deemed appropriate by the above-mentioned team for their purpose of visit/s.</p> <p>V. In case of any collusive, coercive, corrupt, obstructive, fraudulent practices and/or any act of misconduct by the bidding firm/focal person, in this bidding competition in relation to the decision making by the procuring entity, shall be liable to be proceeded under KPPRA Act 2012, Rules framed thereunder, Departmental Debarment/Blacklisting Guidelines Notified vide Letter No. 2440-2500/Proc. Cell, Dated: 30-08-2018, and/or forfeiture of the bid security/performance guarantee of the bidding firm, and / or any other lawful action as deemed appropriate by the Government of Khyber Pakhtunkhwa, including that to be taken up with the DRAP or any other body / entity of the Federal Government; and</p> <p>VI. I / We have fully understood that the items shall be evaluated and examined by experts / consultants / end-users nominated by the Purchase Committee of the Government of the Health Department, Khyber Pakhtunkhwa at its sole discretion; and that the Firm shall fully agree and abide by the decision / opinion, whatsoever, of the said expert/s regarding the selection, or otherwise, of the quoted item/s for purchase.</p> <p>VII. I / We also undertake that submission of any false/bogus/fake/forged/ fabricated/tampered document shall lead to disqualification of our firm from this bidding competition as well as to other lawful action/s to be taken by the concerned authorities.</p> <p>VIII. I / We have fully understood that no such documents shall be entertained by the Procuring Entity, which is issued after due date of Bid opening.</p>
10	<p>I certify and affirm that I have attached /provided all the requisite mandatory documents / information including Bids Security with this Bid and that I fully understand that any document if not provided / missing shall result in the disqualification and declaring my bid as ineligible and thus non-responsive.</p> <p>Signatures: Name: CNIC No. Designation: Address:</p>

Bid Form 2

Letter of Intention

Bid Ref No.

Date of the Opening of Bids

Name of the Contract: Framework Contract for the Procurement of Anti-Malarial, Anti Dengue and Leishmaniasis Items for the FY 2025-26

To:

[Name and address of Procuring Entity]

Dear Sir/Madam,

Having examined the Bid Solicitation Documents, including Addenda Nos. *[insert numbers & Date of individual Addendum]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said Bid Solicitation Documents and at the rates/unit prices described in the financial bid are not more than a trade price & the prices are not more than the market rates.

We undertake, if our bid is accepted, to deliver the Goods in accordance with terms and condition of contract agreement

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

Signed:

In the capacity of *[insert: title or position]*

Duly authorized to sign this bid for and on behalf of *[insert: name of Bidder]*

Bid Form 3

AFFIDAVIT (on Judicial Stamp Paper of minimum Rs. 100)

I/We, the undersigned [**Name of the Supplier**] hereby solemnly declare and undertake that:

1. We have read the contents of the Bidding Document and have fully understood it.
2. The Bid being submitted by the undersigned complies with the requirements enunciated in the Bid Solicitation Documents.
3. The Goods that we propose to supply under this contract are eligible goods within the meaning of this SBD/BSDs.
4. The undersigned are also eligible Bidders within the meaning of the bid solicitation documents.
5. The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan. Furthermore, neither our principle/Manufacture is/are insolvent nor blacklisted.
6. The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
7. The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
8. That undersigned has not employed any child labor in the organization/unit.
9. The undersigned has successfully completed all contracts assigned and has not violated the previous contract agreement with this department.
10. We understand that the Purchase Committee of the Procuring Entity is not bound to accept the lowest or any other bid they may receive.

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

Signatures with Stamp: _____

Designation: _____

CNIC No. _____

For, Messer. [**Name of Supplier**]

Bid Form 4

Note: This form is to be submitted

Price Schedule format for Framework Contract for the Procurement of Anti-Malarial, Anti Dengue and Leishmaniasis Items for the FY 2025-26

S. No	Name of the item	Price offered per unit in PKR Inclusive of all taxes in figures	Price offered per unit in PKR Inclusive of all taxes in words

The Prices for insecticide and larvicides should be quoted in per KG in case of powder and 1 liter in case liquid.
In case of difference in price in figures and words the prices quoted in words will be considered.

Bid Form 5

INTEGRITY PACT (on Judicial Stamp Paper of minimum Rs. 100)

Declaration of Fees, Commission and Brokerage etc Payable by Manufacturers, Importers for the supply of Items for FY 2025-26.

In response to advertisement related to the bidding process / competition regarding Procurement of Anti-Malarial, Anti Dengue and Leishmaniasis Items for the FY 2025-26 Vector-Borne Diseases (VBDs), DGHS Khyber Pakhtunkhwa, I, Mr. _____ s/o _____ bearing CNIC No. _____, And having the Designation of _____ In Messrs. (M/S) [Name of Supplier] do hereby solemnly Affirm, declare and certify on behalf of M/S [Name of Supplier] that:

1. [Name of Supplier] has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or Entity thereof or any other entity owned or controlled by GoKP through any corrupt business practice; and
2. That without limiting the generality of the foregoing, [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. Paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto; and
3. That [Name of Supplier] has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty; and
4. That [Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP; and
5. That notwithstanding any rights and remedies exercised by GoKP in this regard, [Name of Supplier] agrees to indemnify GoKP for any loss or damage incurred by it on account of Its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

Signature with stamp:

Name:

Designation:

CNIC No:

Messer. [Name of Supplier]

Witness No. 1

Witness No. 2

(Signatures, name, father's name, CNIC & address of each Witness)

Bid Form 6

FRAMEWORK CONTRACT

THIS FRAMEWORK CONTRACT is made and agreed today on _____ day of [Month], 2025 between the “Vector-Borne Diseases (VBDs), DGHS, Khyber Pakhtunkhwa”, (herein after referred to as the “Purchaser”) of the First Part; and Messrs. _____ (Name of Supplier) through Mr. _____ Designation _____ CNIC No. _____, (hereinafter called the “Supplier”) of the Second Part (herein after referred to individually as “Party” and collectively as the “Parties”)

WHEREAS the Purchaser invited bids for Framework contract for Procurement of Anti-Malarial, Anti Dengue and Leishmaniasis Items for the FY 2025-26 in pursuance where of (Name of Supplier) have been declared a successful bidder for the following items:

1. (items name and price Rs.)
2. (items name and price Rs.)

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING:

1. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
 - a. General Conditions of Contract (GCC)
 - b. Special Conditions of Contract (SCC)
 - c. Schedule of Requirements.
 - d. Supply Schedule.
 - e. Technical Specifications.
 - f. Price Schedule submitted by the Bidder.
 - g. Purchaser’s Notification of Award.
 - h. Purchase Order.
 - i. Performance Security.
2. **Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract herein after referred to as “Contract”:
3. **Term of the Contract:** This contract shall remain valid till and up to 30th June 2025, unless amended by mutual consent.
4. **The Supplier declares as under:**

(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 the Government of Khyber Pakhtunkhwa or any administrative subdivision or Entity thereof or any other entity owned or controlled by it (Government of Khyber Pakhtunkhwa) through any corrupt business practice.

 - i. 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 including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Khyber Pakhtunkhwa, except that which has been expressly declared pursuant hereto.
 - ii. (Name of Supplier) certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Khyber Pakhtunkhwa and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

- iii. (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 right and remedies available to Procuring Entity under any law, Contract or other instrument, be voidable at the option of Procuring Entity.
 - iv. Notwithstanding any rights and remedies exercised by Procuring Entity in this regard, (Name of Supplier) agrees to indemnify Procuring Entity for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Entity in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kick back 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 Procuring Entity.
 - v. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).
5. **Rate Validity:** The Supplier agrees that the approved price of all individual items quoted in the financial bids shall remain valid till and up to 30th June 2025.
6. **Items to be Supplied & Agreed Unit Cost:**
- i. The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder.
 - ii. Each item supplied shall strictly conform to the Schedule of Requirements and to the Technical Specifications prescribed by the Purchaser against each item.
 - iii. The Unit Cost agreed in the Price Schedule, is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.
7. **Shelf Life:** Shelf life: 18 months or more from date of manufacture. Guaranteed minimum remaining shelf life of at least 75% at the time of delivery in case of imported goods.
8. **Labeling & Packaging:** Items labeling and packaging should be as per the requirement mentioned in the Technical Specifications & Ancillary Services. The packing should be labeled as "Govt: Khyber Pakhtunkhwa, Not For Sale".
9. **Payments:** The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specifications in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
10. **Mode of Payment:** All payments to the Supplier shall be made through Crossed Cheques issued in the name of (Name of Supplier) after the inspection and test report of samples from the supply.
11. **Payment Schedule:** All payments to the Supplier shall be made in accordance with the SCC & agreed Payment Schedule, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities (satisfactory inspection report after sample testing).
12. **Performance Guarantee:**
- i. The Supplier shall provide to the Purchaser a Performance Security equivalent to 10% of the total value of each individual supply order in the shape of Bank Guarantee / Call Deposit Receipt (CDR) in respect of Director. This Performance security shall be released to the Supplier upon successful completion of the Contract.
 - ii. Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Security.
13. **Penalties/ Liquidated Damages.**
- i. Wherein the Supplier fails to make deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of delivered portion of supplies shall stand cancelled.
 - ii. After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of undelivered portion of supplies shall be forfeited.
 - iii. If the Supplier fails to supply the whole consignment, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be debarred minimum for two years for future participation.
 - iv. The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.

- v. In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, a penalty @ 0.067% per day from 91 to 120 days of supply order and a penalty @ 5% from 121 to 150 days of the supply order amount) shall be imposed upon the Supplier.
- vi. Failure to deliver the goods within 150 days will lead to termination of contract for default and forfeit of Performance Security of the Supplier.
- vii. The raw material source and grade be clearly shown and accordingly the same be used in all supplies; if found changed anywhere in supply of the same product, the firm/supplier will be liable for black-listing for all its products and forfeiting all its call deposits and performance guarantees.
- viii. The procuring entity buying units and the manufacturers / suppliers are bound to make sure the receipt of copy of Supply Order to the procuring entity for consolidation of total supplies along with amount in PKR issued.
- ix. Those who did not fulfill the above criteria are liable to be proceeded against and be black listed
14. **Notices:** All notices and correspondences incidental to this contract shall be in English language and shall be addressed to: Director General Health Services, Khyber Pakhtunkhwa Tel: Email: rbmkpk@gmail.com

Signature: Director General Health Services For and on behalf of Health Department, Government of Khyber Pakhtunkhwa	Signature: Name: Designation: CNIC No. Stamp: For and on behalf of the Bidder
WITNESS NO. 1 Director, Vector-Borne Diseases (VBDs), DGHS Health Department, Government of Khyber Pakhtunkhwa, Peshawar	WITNESS NO. 2 Signature: Name: Father's Name: Address: CNIC No

**APPROVED LIST OF ITEMS FOR VECTOR-BORNE DISEASES (VBDS), DGHS, KHYBER
PAKHTUNKHWA FOR THE FINANCIAL YEAR 2025-26**

S.No	Name of Item	Unit Price Inclusive of all taxes	Successful Bidder	Address and Contact Information
1				
2				
3				
4				
5				

Bid Form 7

BANK GUARANTEE (Specimen)

Guarantee No. _____
Initial Date of Issue: _____
Amount of Guarantee PKR: _____
Date of expire of Guarantee: 31.07.2025 (Extendable)
Claim Lodgment Date: 31.07.2025 or later as decided by the procuring entity.

From: (Bank Name and complete address)

**To: Director General Health Services,
Health Department,
Government of Khyber Pakhtunkhwa,
Peshawar.**

We "(Bank Name)" having its place of business at (Address of the Bank) and Head office (Address of the head office) (Hereinafter referred to as the Guarantor), understand that Name and Address of the Bidder (hereinafter referred to as the Customer/Bidder) as per requirement of Bid Solicitation Document (BSDs) for Procurement of Anti-Malarial, Anti Dengue and Leishmaniasis Items for the FY 2025-26 Director General Health Services Khyber Pakhtunkhwa, required to furnish a Bank Guarantee in respect of said BSDs for an amount of Rs. In figure /- (PKR in words) for (Name of the Customer/Bidder).

Now therefore in consideration of the above, we the Guarantor, guarantee unconditionally the due payment to you unconditionally upon demand of such sum or sums not exceeding Rs. In figures /- (PKR in words) in the event that Customer/Bidder fail to perform or fulfill any of the terms and conditions of the BSDs at the time or during the period specified in the guarantee, provided that any such demand here under is received in writing at this office within the validity of this Guarantee period accompanied by your written declaration to us that the Customer/Bidder has failed to comply with the terms of the conditions/Regulations and such declaration shall be accepted by us as conclusive proof that the amount claimed is due to you and we shall pay you the amount under this Guarantee. Our liability under this guarantee shall not be affected by any dispute or difference between you and the Customer/Bidder or by forbearance or indulgence granted by you to the Customer/Bidder or by any other security held by you from the Customer/Bidder relating to the above-mentioned Regulations or any violation in the Regulations or any other manner or thing which might affect our liability hereunder.

Notwithstanding anything contrary contained herein above, our maximum liability under this guarantee shall not in any case exceed Rs. In figures /- (PKR in words). This guarantee shall remain valid up to 31.07.2025 (or later as may be decided by the procuring entity). Any claims under this guarantee must be received in writing along with the original bank guarantee and all the amendments if any, on or before expiry of this guarantee i.e., **31.07.2025**. After which date this guarantee will become automatically void and bank will be absolved of its liability under this guarantee whether or not the original is returned to us for cancellation. This agreement shall be governed by and construed in accordance with the laws of Pakistan.

For and on behalf of (Bank Name)

Authorized Person Signature with Stamp/Seal