



**GOVERNMENT OF KHYBER PAKHTUNKHWA
HEALTH DEPARTMENT**

**PROJECT DIRECTOR ESTABLISHMENT OF FOOD AND
DRUG TESTING LABORATORIES**

**Directorate General Drugs Control & Pharmacy Services, Khyber
Pakhtunkhwa Peshawar
(DG, DC & PS)**

**BID SOLICITATION DOCUMENTS (BSD) FOR NATIONAL
COMPETITIVE BIDDING (NCB) PAKISTAN, FOR PROCUREMENT /
INSTALLATION OF HEATING VENTILATION AND AIR
CONDITIONING (HVAC) SYSTEM AT PROVINCIAL FOOD AND
DRUG TESTING LABORATORIES PHASE 5 HAYATABAD
PESHWAR- FY 2024-25**

BID SOLICITATION DOCUMENTS

**MAY -2025
FOR FINANCIAL YEAR 2024-25**

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Part One - Section I

Instructions to Bidders (ITB)

General Conditions of Contract (GCC)

PREFACE

These Bidding Documents have been prepared for use by Procuring Entities and their implementing agencies in the procurement of Goods through National Competitive Bidding (NCBs) under Rule (06) KPPRA Rules 2014. These SBDs are prepared for Rate Contract under Government of Khyber Pakhtunkhwa District Govt. Rules of Business 2015, 2nd Schedule Rule 3 (2), and Serial No.11 (Health) Sub-rule xiii for procurement / installation of HVAC and will result in agreement with the successful bidder.

In order to simplify the preparation of bidding documents for all procurement, the Bidding Documents are grouped in two parts based on provisions, which would remain the same for all the related procurements and that which are specific for each procurement Provisions, which are intended to be used un-changed are in Part one, which includes

Section I, Instructions to Bidders (ITB), and

Section II, General Conditions of Contract (GCC).

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 agency or the person drafting the bidding documents. They shall not be included in the final documents.

TABLE OF CONTENTS - PART ONE

PART ONE - SECTION I. INSTRUCTIONS TO BIDDERS
<i>Table of Clauses</i>
<i>Instructions to Bidders</i>
PART ONE – SECTION II. GENERAL CONDITIONS OF CONTRACT
<i>Table of Clauses</i>
<i>General Condition of Contracts</i>

TABLE OF CLAUSES (INSTRUCTIONS TO BIDDERS)

No	Clause
A.	Introduction
1.	Source of Funds
2.	Eligible Bidders
3.	Eligible Goods and Service
4.	Cost of Bidding
B.	The Bidding Document
5.	Content of Bidding Documents
6.	Clarification of Bidding Documents
7.	Amendment of Bidding Documents
C.	Preparation of Bids
8.	Language of Bid
9.	Documents Comprising the Bid
10.	Bid Form
11.	Bid Prices
12.	Bid Currencies
13.	Documents Establishing Bidder's Eligibility and Qualification
14.	Documents Establishing Goods' Eligibility and Conformity to Bidding Documents
15.	Bid Security
16.	Period of Validity of bids
17.	Format and Signing of Bid
D.	Submission of Bids
18.	Sealing and marking of bids
19.	Deadline for Submission of bids
20.	Late bids
21.	Modification and Withdrawal of Bids
E.	Opening and Evaluation of Bids
22.	Opening of Bids by the Procuring Entity
23.	Clarification of Bids
24.	Preliminary Examination
25.	Evaluation and Comparison of Bids
26.	Contacting the Procuring Entity
F.	Award of Contract
27.	Post-Qualification
28.	Award Criteria
29.	Procuring Entity's Right to Vary Quantities at Time of Award
30.	Procuring Entity's Right to Accept Any Bid and To Reject Any or All Bids
31.	Notification of Award
32.	Signing of Contract
33.	Performance Security
34.	Corrupt or Fraudulent Practices
35.	Integrity Pact

INSTRUCTIONS TO BIDDERS

A. Introduction		
<i>1. Source of Funds</i>	1.1	The Procuring Entity has received Provincial 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 bidding documents are issued.
	1.2	The funds referred to above in addition shall be “Public Fund” which according to 2 (1) (I) 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.
<i>2. Eligible Bidders</i>	2.1	This Invitation for Bids is open to all eligible bidders/ Original Manufacturer/ Authorized 3S Dealer of the Original manufacturer. Proprietorship of a well-established Authorized dealer of the original manufacturer / 3S automobile dealership is must
	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	Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Rule 44(1) KPP Rules 2014.
3. <i>Eligible Goods and Services</i>	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 Bidding 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. <i>Cost of Bidding</i>	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 Bidding Documents
5. <i>Content of Bidding Documents</i>	5.1	The bidding documents include: Instructions to Bidders (ITB) Bid Data Sheet (BDS) General Conditions of Contract (GCC) Special Conditions of Contract (SCC) Schedule of Requirements (SOR) Technical Specifications Bid Form and Price Schedules Bid Security Form Contract Form Performance Security Form Manufacturer’s Authorization Form
	5.2	The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

6. <i>Clarification of Bidding Documents</i>	6.1	An interested Bidder requiring any clarification of the bidding documents may notify the Procuring Entity in writing. The Bidding Procuring Entity will respond in writing to any request for Document's clarification of the bidding 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 bidding documents.
7. <i>Amendment of Bidding Documents</i>	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 bidding documents by amendment.
	7.2	All interested bidders that have received the bidding 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. <i>Language of Bid</i>	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. <i>Documents Comprising the Bid</i>	9.1	The bid prepared by the Bidder shall comprise the following components: A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12. 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; 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 bidding documents; and Bid security furnished in accordance with ITB Clause 15.
10. <i>Bid Form</i>	10.1	The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, Quantity, and prices.
11. <i>Bid Prices</i>	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.
<i>12. Bid Currencies</i>	12.1	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
<i>13. Documents Establishing Bidder's Eligibility and Qualification</i>	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	<p>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:</p> <p>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;</p> <p>that the Bidder has the financial, technical, and production capability necessary to perform the contract;</p> <p>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 that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p>

<i>14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</i>	14.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding 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 bidding documents may be in the form of literature, drawings, and data, and shall consist of: A detailed description of the essential technical and performance characteristics of the goods; 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 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
<i>15. Bid Security</i>	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/Bidder 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: The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money equivalent to of the bid price @2% in Shape of CDR from the account of bidder /firm who submits the bid in the name of "Project Director Directorate General Drug Control & Pharmacy Services". A pay order will not be acceptable.
	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.
	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: if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or in the case of a successful Bidder, if the Bidder fails: to sign the contract in accordance with ITB Clause 32; or to furnish performance security in accordance with ITB Clause 33.
16. <i>Period of Validity of Bids</i>	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. <i>Format and Signing of Bid</i>	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 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
<i>18. Sealing and Marking of Bids</i>	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: Be addressed to the Procuring Entity at the address given in the Bid Data Sheet; and 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.
<i>19. Deadline for Submission of Bids</i>	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.
	19.2	The Procuring Entity may, at its discretion, extend this deadline for the submission of bids by amending the bidding 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.
<i>20. Late Bids</i>	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. <i>Modification and Withdrawal of Bids</i>	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 no 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. <i>Opening of Bids by the Procuring Entity</i>	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.
	22.4	The Procuring Entity will prepare minutes of the bid opening.
23. <i>Clarification of Bids</i>	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. <i>Preliminary Examination</i>	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 Bidder 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 bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning 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. <i>Evaluation and Comparison of Alternative Bids</i>	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	<p>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:</p> <ul style="list-style-type: none"> incidental costs delivery schedule offered in the bid; deviations in payment schedule from that specified in the Special Conditions of Contract; the cost of components, mandatory spare parts, and service; the availability of spare parts and after-sales services for the equipment offered in the bid for Procuring Entity; the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
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	<p>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:</p> <p>Incidental costs provided by the bidder will be added by Procuring Entity to the delivered duty paid (DDP) price at the destination.</p> <p>Delivery schedule.</p> <p>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.</p> <p>or</p> <p>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.</p> <p>or</p> <p>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.</p> <p>Deviation in payment schedule:</p> <p>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.</p> <p>or</p> <p>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.</p> <p>Cost of spare parts.</p> <p>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.</p> <p>or</p> <p>The Procuring Entity will draw up a list of high- usage and high-value items of components and spare parts, along with estimated</p>
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	<p>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.</p> <p>or</p> <p>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 agencies in similar situations. Such costs shall be added to the bid price for evaluation.</p> <p>Spare parts and after sales service facilities in the Procuring Entity's country.</p> <p>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 bidding documents, if quoted separately, shall be added to the bid price.</p> <p>Operating and maintenance costs.</p> <p>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.</p> <p>Performance and productivity of the equipment.</p> <p>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</p> <p>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.</p> <p>or</p> <p>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.</p> <p>h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.</p>								
	<div>25.5</div> <div>Merit Point System:</div> <div>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</div> <div>[In the Bid Data Sheet, choose from the range of]</div> <table><tr><td>Evaluated price of the goods</td><td>60 to 90</td></tr><tr><td>Cost of common list spare parts</td><td>0 to 20</td></tr><tr><td>Technical features, and maintenance and operating costs</td><td>0 to 20</td></tr><tr><td>Availability of service and spare parts</td><td>0 to 20</td></tr></table>	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
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 Highest-Ranking fair bid.		
26. <i>Contacting the Procuring Entity</i>	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. <i>post- qualification</i>	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 Highest-ranking fair 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 highest ranking fair bid to make a similar Determination of that Bidder’s capabilities to perform satisfactorily.	
28. <i>Award Criteria</i>	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 Highest- ranking fair bid as defined in Section-2(1)(c)(i) of KPPRA Act 2012, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.	
29. <i>Procuring Entity's Right to Vary Quantities at Time of Award</i>	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. <i>Procuring Entity's Right to Accept any Bid and to Reject any or All Bids</i>	30.1	The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring Entity's action.	

<i>31. Notification of Award</i>	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.
<i>32. Signing of Contract</i>	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 bidding documents, incorporating all agreements between the parties.
	32.2	Within thirty (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring Entity.
<i>33 Performance Security</i>	33.1	Within twenty (15) 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 bidding 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 Highest ranking fair Bid or call for new bids.

<p>34. <i>Corrupt or Fraudulent Practices</i></p>	<p>34.1</p>	<p>The Government of Khyber Pakhtunkhwa requires that Procuring Entity's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Bidders 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 Khyber Pakhtunkhwa Public Procurement Act, 2012 and Rules made thereunder:</p> <p>defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>“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</p> <p>“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;</p> <p>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;</p> <p>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.</p>
	<p>34.2</p>	<p>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.</p>
<p>35. <i>Integrity Pact</i></p>	<p>35.1</p>	<p>The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.</p>

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.

TABLE OF CLAUSES (GENERAL CONDITIONS OF CONTRACT)

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GENERAL CONDITIONS OF CONTRACT

1. <i>Definitions</i>	1.1	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <p>“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.</p> <p>“The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</p> <p>“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.</p> <p>“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.</p> <p>“GCC” means the General Conditions of Contract contained in this section.</p> <p>“SCC” means the Special Conditions of Contract.</p> <p>“The Procuring Entity” means the organization purchasing the Goods, as named in SCC.</p> <p>“The Procuring Entity's country” is the country named in SCC.</p> <p>“The Supplier” means the individual or firm supplying the Goods and Services under this Contract.</p> <p>“The Project Site,” where applicable, means the place or places named in SCC.</p> <p>“Day” means calendar day.</p>
2. <i>Application</i>	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3. <i>Country of Origin</i>	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. <i>Performance Security</i>	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	<p>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:</p> <p>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 bidding documents or another form acceptable to the Procuring Entity; or</p> <p>a cashier's or certified check.</p>
	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. <i>Inspections and Tests</i>	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 specifies 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, at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier, 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. <i>Packing</i>	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. <i>Delivery and Documents</i>	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. <i>Insurance</i>	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. <i>Transportation</i>	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. <i>Incidental Services</i>	13.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: performance or supervision of on-site assembly and/or start-up of the supplied Goods; furnishing of tools required for assembly and / or maintenance of the supplied Goods; 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. <i>Spare Parts</i>	<p>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:</p> <p>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</p> <p>in the event of termination of production of the spare parts:</p> <p>advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements;</p> <p>following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15. <i>Warranty</i>	<p>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.</p> <p>15.2 This warranty shall remain valid for such months and years as specified in Special Conditions of Contract 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.</p> <p>15.3 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>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.</p>

	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.
<i>16. Payment</i>	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.
<i>17. Prices</i>	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.
<i>18. Change Orders</i>	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;
		the method of shipment or packing; the place of delivery; and/or 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. <i>Contract Amendments</i>	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. <i>Assignment</i>	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. <i>Subcontracts</i>	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. <i>Delays in the Supplier's Performance</i>	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. <i>Liquidated Damages</i>	23.1	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. <i>Termination for Default</i>	24.1	<p>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:</p> <p>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</p> <p>if the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>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.</p> <p>For the purpose of this clause:</p> <p>“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.</p> <p>“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.</p>
	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. <i>Force Majeure</i>	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. <i>Termination for Insolvency</i>	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. <i>Termination for Convenience</i>	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: to have any portion completed and delivered at the Contract terms and prices; and/or 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. <i>Resolution of Disputes</i>	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. <i>Governing Language</i>	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. <i>Applicable Law</i>	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring Entity's country, unless otherwise specified in SCC.
31. <i>Notices</i>	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. <i>Taxes and Duties</i>	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.

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
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- Qualification and Evaluation Criteria
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PART TWO SECTION I. INVITATION FOR BID (IFB)

INVITATION FOR BID

OFFICE OF THE PROJECT DIRECTOR, DIRECTORATE GENERAL DRUGS CONTROL & PHARMACY SERVICES KHYBER PAKHTUNKHWA, PESHAWAR FOR PROCUREMENT / INSTALLATION OF HEATING VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT PROVINCIAL FOOD AND DRUG TESTING LABORATORIES PHASE 5 HAYATABAD PESHAWAR- FY 2024-25

Directorate General Drug Control & Pharmacy Services (DG, DC & PS), Khyber Pakhtunkhwa Peshawar / Project Director invites sealed bids under National Competitive Bidding from Manufacturers and/ or Importers and/ or authorized agents for Procurement / Installation of Heating Ventilation And Air Conditioning (HVAC) System at Provincial Food And Drug Testing Laboratories Phase-5 Hayatabad Peshawar- FY 2024-25 for the project titled “Establishment of Provincial Food & Drug Testing Laboratories”.

Bidding shall be conducted through Single Stage–Two Envelopes Bidding Procedure comprising a single package containing two envelopes as per KPPRA Rules-2014. Each envelope shall contain Technical and Financial Bid separately clearly marked in bold & legible letters. The firms are expected to provide complete information of the bid along with its postal as well as valid email address and phone number/s on each respective envelope.

Interested Manufacturers and/ or Importers and/ or authorized agents must obtain Application Form along with complete set of bidding documents from the office of the Director General Drugs Control & Pharmacy Services, Block-B, Old FATA Secretariat Warsak Road Peshawar during office hours on any working day, on payment of PKR-2000/-, till **07th May 2025, Bids shall be submitted on 08th May 2025 till 11:00 am sharp and shall be opened at 11:30 am on the same day.** The Bidding Documents may be downloaded from the following official websites: www.healthkp.gov.pk, www.kpfsa.gov.pk and www.kppra.gov.pk.

The bidders are required to submit their inputs/reservations on Bidding Documents including Specifications, Criteria etc. to the Project Director / DG, DC & PS office in writing on or before **28th April 2025, a pre-bid meeting with the interested bidders will be held on, 29th April 2025 at 11:00am at office of the Project Director, Block-B, Old FATA Secretariat, Warsak Road Peshawar.**

Interested Bidders must submit sealed bids to the office of the Project Director / DG, DC & PS **on or before 11:00 AM sharp, 08th May 2025 and will be opened on the same day at 11:30 AM in the presence of those bidders or their representatives, who choose to attend the process. Bid submitted after 11:00 AM shall not be entertained.**

Financial bid must be accompanied with Bid Security of 2% of the bid value in the name of the Project Director / Director General Drug Control & Pharmacy Services Khyber Pakhtunkhwa Peshawar, which shall be from bank account of the prospective bidder. Ordinary cheque and Payment Order (PO) in the form of bid security shall result in disqualification of bidder as per KPPRA Act 2012 and Rules 2014. Technical bids must be accompanied with a photocopy of the bid security (**not showing the amount**) and an Affidavit on Judicial Stamp paper to the effect that bid security as per Bid data Sheet is attached in the financial bid, failing which the technical bid will be considered as non-responsive.

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/firm shall sign & stamp all pages of the bid having page numbers on all pages. Firms shall submit bids in hard/Tape binding, and bids submitted in box file/ loose file shall be considered non-responsive.

The technical proposal shall contain all the details in accordance with standard specification of the items/goods mentioned in the Schedule of Requirements (SOR) which must be supported by catalogue/Brochures issued by original manufacturer. Bids will be submitted on the format mentioned in BSDs under returnable bidding forms. Bidders are required to offer the most competitive prices of their items.

The undersigned reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

**Project Director,
Establishment of Food and Drug Testing Laboratories
Director General Drug Control & Pharmacy Services,
Khyber Pakhtunkhwa, Block-B, Old FATA Secretariat
Warsak Road Peshawar
Tel No: 091-9222824.
Email: directorgeneraldrugs@healthkp.gov.pk**

****Reference to CORRIGENDUM – 3 published 20-05-2025**

- **The bid submission and opening date is extended to 3rd June 11:00am and 11:30am respectively.**
- **An on-site pre-bid meeting is scheduled on 26th May 2025 at Provincial Drugs and food testing lab, Phase-5, Hayatabad Peshawar.**

BID DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Ref No	Introduction	Description
ITB 1.1	Name of Procuring Entity of Government of Khyber Pakhtunkhwa:	Project Director / Directorate General Drug Control & Pharmacy Services Khyber Pakhtunkhwa Peshawar.
ITB 1.1	Loan or credit or Project allocation Number: Loan or credit or Project Allocation amount:	ADP No. 1159/210282 “Establishment of Provincial Food & Drug Testing Laboratory Khyber Pakhtunkhwa”
ITB 1.1	Name of Project:	Establishment of Provincial Food & Drug Testing Laboratories.
ITB 4.1	Name of Contract:	Procurement / Installation of HVAC in Food and Drug Testing Labs Phase-5 Hayatabad Peshawar
ITB 6.1	Procuring Entity's Address, telephone, Telex, and facsimile, numbers:	Project Director / Director General Drug Control & Pharmacy Services Khyber Pakhtunkhwa Peshawar Tel No: 091- 9222824 Email: directorgeneraldrugs@healthkp.gov.pk
ITB 8.1	Language of the bid.	Language of the bid is English.
Bid Price and Currency		
ITB 11.2	Currency	The price quoted shall be in Pakistani Rupees (Rs)
ITB 11.5	Quoted Price	The quoted Price will be fixed
Preparation and Submission of Bids		
ITB 13.2	Documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted:	<p>That, in the case of a Bidder offering to supply Goods under the Contract that the Bidder manufactures or otherwise produces (using components supplied by primary manufacturers) that the Bidder:</p> <p>a. is incorporated in the country of manufacturing of the Goods</p> <p>b. has been licensed by the regulatory authority (if applicable) in the country of manufacture to supply the Goods.</p> <p>c. has manufactured or marketed the specific goods covered by this bidding document or similar Goods for at least two (2) years. (in Pakistan)</p> <p>d) The bidder must be duly authorized by a Manufacturer of the Goods that meets the criteria under (a), to supply the Goods in Pakistan.</p> <p>The Bidder shall also submit the following additional information: Signed & Stamped copies of its audited financial statements for the past three fiscal years.</p>

		Valid, Signed & Stamped NTN and STRN certificates. Affidavit on legal stamp paper
ITB 13.3 (d)	Qualification requirements:	<ul style="list-style-type: none"> • Manufacturer / Importer / Sole Agent / Authorized Agents of Manufacturer • Bidder's Certificate of Incorporation in Procuring Entity's country. • Manufacturer's Authorization(s) (Such authorization letter shall be furnished in accordance to the sample format of bid solicitation document). • The bidder(s) must provide copy of Bidder's Certificate of Incorporation/ registration signed and stamped. • The bidder(s) shall provide National Tax No. and Sales Tax No. The bidder should be on Active Taxpayers List (ATL) on FBR. • Bidder(s) must provide an Affidavit on judicial stamp paper, of Rs. 100/- or more, that the bidder is not blacklisted by any Public Sector Organization. • The bidder should have an average annual turnover in the last three years equal to or more 50 million PKR. Alternately, the bidder should have successfully completed in the last three years any specific project having value equal to or higher than 50 million PKR. • Three years supported warranty after sales & services, free of cost (with free spare parts). • Bid Validity period of 180-days. • Submission of required amount of earnest money. A confirmation to this extent shall be provided in Technical Bid (without showing the amount). • Bidder(s) shall furnish, as part of its bid (along with Bid Forms & Price Schedule) the following documentary evidence to proof Bidder's qualifications to perform the Contract and all evidence submitted must be signed & stamped by the bidder.

ITB 13.3 (e)	Spare parts required for period of years of Operation:	<p>a. Three Years free of cost provision of services and spare parts under warranty period. Then;</p> <p>b. Two Years free of cost service without spare parts.</p> <p>c. Ten Years parts availability in market, the firm will provide certificate for the same.</p> <p>d. Separate list of spare parts must be submitted for each equipment. The list must be individually itemized and submitted with the technical bid. The spare parts must also be individually costed, and cost of each spare part must be separately submitted with financial bid.</p> <p>e. The cost of spare parts must not be added to the price of equipment.</p> <p>f. This requirement does not obligate Procuring Entity to Purchase the spare parts</p>
ITB 15.1	Amount of bid security:	The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money equivalent to 2% of the bid price in Shape of CDR from the account of bidder /firm who submits the bid.
ITB 16.1	Bid validity period:	180 Days from the date of Technical Bid Opening.
ITB 18.2 (a)	Address for bid submission:	Project Director / Director General Drug Control & Pharmacy Services Khyber Pakhtunkhwa Peshawar
ITB 18.2 (b)	IFB Title:	IFB Title: Procurement / Installation of HVAC for Establishment of Provincial Food and Drugs Testing Laboratories Peshawar.
ITB 19.1	Deadline for bid submission:	<p>Date: 3rd June 2025.</p> <p>Time: 11:00 AM Sharp</p>
	Pre-Bid meeting with the bidders:	The bidders are required to submit their inputs/reservations on Bidding Documents including Specifications, Criteria etc. to the Project Director / DG, DC & PS office in writing on or before 23th May 2025, a pre-bid meeting with the interested bidders will be held on 26th May 2025 at 10:30am.
ITB 22.1	Time, Date, and Place for Bid Opening:	<p>Name: Directorate General Drug Control & Pharmacy Services / Project Director</p> <p>Building: Block-B, Old FATA Secretariat Warsak Road Peshawar</p> <p>Bid Opening Date: 3rd June 2025.</p> <p>Bid Opening Time: 11:30 AM</p>
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 Chairperson Procurement / Executive Committee.

ITB 25.3	Evaluation and Comparison of Bids:	Merit Point Evaluation The items ranked highest in merit points (obtained through and based on technical and financial evaluation) will get unit rate central Contract. Technical Specifications Performance Specifications Evaluation Criteria Financial Proposal
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.	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 agency's Country.	As per Section IV - Technical evaluation criteria
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:	Evaluation of Bids will be based on following factors: Technical Specifications Performance Specifications Delivery Period Warranty Provisions After Sale Service (Availability of after sale service Facilities in Khyber Pakhtunkhwa)
ITB 28.1	Award Criteria	As per Section 2 (1)(c)(i) of KPPRA Act 2012 The highest-ranking fair bid in accordance with the evaluation criteria set forth here in these bid solicitation documents. Highest Ranking fair bid is the bid i.e., Substantively responsive and Ranks 1st based on achieving highest combined Technical & Financial Evaluations Scores.

ITB 29.1	Percentage for quantity increase or decrease.	The Procuring Entity reserves the right at the time of contract award to increase or decrease, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other Terms and conditions.
ITB 33.1	Performance Security	10% of the total price of award of contract or as desired by the Procuring Entity at the time of contract considering the 2% Earnest money already submitted as CDR.

SECTION III. SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES (SPECIAL CONDITIONS OF CONTRACT)

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3.	Performance Security (GCC Clause 7)
4.	Inspections and Tests (GCC Clause 8)
5.	Packing (GCC Clause 9)
6.	Delivery and Documents (GCC Clause 10)
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11.	Payment (GCC Clause 16)
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13.	Liquidated Damages (GCC Clause 23)
14.	Resolution of Disputes (GCC Clause 28)
15.	Governing Language (GCC Clause 29)
16.	Applicable Law (GCC Clause 30)
17.	Notices (GCC Clause 31)
18.	Duties & Taxes

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) 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

Definitions (GCC Clause 1)

- **GCC 1.1 (g)— The Procuring Entity is:** Project Director / Director General Drug Control & Pharmacy Services Khyber Pakhtunkhwa Peshawar.
- **GCC 1.1 (h)— The Procuring Entity's Country is:** Pakistan
- **GCC 1.1 (i)— The Supplier supplying Goods and Services under this Contract is:**

Manufacturer and/or Importer and or Authorized / Sole agent of manufacturer registered with relevant sales and income tax authorities and have requisite qualification and eligibility for the requisite equipment i.e., HVAC as advertised in this bidding document.

Manufacturer of HVAC Equipment, Instruments & Accessories in Pakistan;
and

Importer of HVAC Equipment, Instruments & Accessories in Pakistan.

- **GCC 1.1 (j)—The Project Site is:** Provincial Food and Drug Testing Laboratories, Phase-5, Hayatabad, Peshawar.
- **2.Country of Origin (GCC Clause 3)**

GCC 3.1—All countries and territories as indicated in Part Two Section VI of the bidding documents, “Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement”. The bidder shall 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 equipment. Bidders are bound to supply the equipment from quoted country of origin or authorized manufacturing site.

- **3.Performance Security (GCC Clause 7)**

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: Ten (10) percent of the Contract Price

- **4. Standards (GCC Clause 4):** As mentioned in GCC clause 4.1
- **5. Inspections and Tests (GCC Clause 8)**
- **6. Packing (GCC Clause 9)**

The goods, including all packaging and packing thereof, conform to the specifications of the Contract, including any applicable standards provided for in the Contract or, if no applicable standards are provided, the most recent authoritative standards issued by the relevant institution in the goods’ country of origin. The goods are securely contained, packaged and marked in accordance with normal commercial standards of export packing for goods of this type and in a manner so as to protect the goods while in storage or in transit to their ultimate destination.

- 7. Delivery and Documents (GCC Clause 10): Applicable Delivery Mode: Delivered Duty Paid (DDP)
- 8. The Supplier shall provide the following documents:
 - GCC 10.3— Up on 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:
 - All documents submitted by the bidder as evidence shall be attested and the attestation shall be inked in original, documents where attestation is provided as a photocopy will not be accepted.
 - Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
 - Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
 - The Suppliers, shall make delivery of the goods in such number of days or date from the date of issuance of Purchase order and signing of the contract with the successful bidder in accordance with the terms specified in the Schedule of Requirements, Specific Technical Evaluation Criteria. The details of original documents to be furnished by the Supplier are as follows;
 - Operational Manuals of the Equipment. Service Manuals indicating step by step service / maintenance protocols of each Equipment.
 - Periodic Preventive Maintenance schedules with recommended list of Parts / Kits to be replaced during useful life (where applicable).
 - A copy of Test / Inspection Procedure Manual of all equipment as duly recommended by the manufacturer. At the time of final delivery the bidder may be required to perform all or any combination of random checks.
 - Product model and part numbers, bar code, QR Code (If available) and Catalogue.
 - Verifiable / Traceable Certificate of calibration of Equipment / item must be provided; Legible certificate indicating shelf life (where applicable);
 - Copies of the packing list identifying contents of each package;
 - Insurance certificate (where applicable);
 - Manufacturer or Supplier's warranty certificate;
 - Inspection certificate, issued by the nominated inspection Entity, and the Supplier's factory inspection report; and
 - Certificate of origin.
- **9. Insurance (GCC Clause 11)**
- GCC 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. Since the Insurance is seller's responsibility, they may arrange appropriate coverage.
- **10. Spare Parts (GCC Clause 14)**

A list of recommended Spare Parts that usually require replacement over the life of proposed equipment / item must be separately provided. This requirement does not constitute any

obligation for purchase of such spare parts.

• **11. Warranty (GCC Clause 15)**

- GCC 15.4 — Execution of Warranty Maintenance during warranty period will be the responsibility of the Supplier. An annual optimal uptime of 90% is considered as acceptable level of performance during the period of warranty.
- The Procuring Entity shall promptly notify the supplier in writing for any claims arising under this warranty.
- Supplier will be bound to provide replacement of parts warranty instead of repair.
- The Supplier will provide the recommended preventive maintenance schedule of each of the equipment at the time of delivery (Where applicable).
- The Supplier will bound to execute the maintenance according to the manufacturer's recommended protocol and will replace the components / kits recommended by the manufacturers for installation and Periodic Preventive maintenance.
- GCC 15.4 — The maximum response time for maintenance complaint from the destination specified in the Schedule of Requirements (i.e., time required for supplier's maintenance engineer to report at the site after a request call /fax/ email, or any method of communication) shall not exceed 24 hours.
- During the Warranty and the SLA, the supplier will be required to maintain the equipment in good working condition for a minimum period of 329 days out of a period of 365 days. i.e. (90% uptime). 8 hours non-functioning of the equipment will be considered as one day down time.
- Essential period to shut down the installation entirely or partially shall also be included in the down time while calculating the 90% guaranteed uptime. This guaranteed uptime shall be calculated for each block of 365 days. The Response time to any fault should be not more than 48 hrs. In case the equipment cannot be made functional within 4 days or 96 hours, the supplier has to make arrangement for an alternative. Maximum time allowable for providing alternative equipment / item, correcting the fault would be Seven (07) continuous days.
- GCC 15.5 — In case equipment is not useable beyond the stipulated maximum down time the Supplier will be required to arrange for an immediate replacement of the same till such time it is so required. Failure to arrange for the immediate replacement of equipment will make the Supplier liable for a penalty at the rate of 0.25% of the price per non-functional unit per day and at 1.75% Week beyond the stipulated downtime period. The amount of penalty will be recovered from the performance security bank guarantee.
- Down time is defined as the failure in the equipment operation to acquire or process the data or procedure, resulting in inability to carry out the required procedure properly.
- Down time will start when the Lab In charge or any other individual of the procuring entity, (request call /fax/ email, or any method of communication inform the supplier regarding failure of equipment. Down time will end once the repairs have been affected and the system is again available for practical work.
- Supplier will warrant that warranty for replacement of parts and equipment will be provided; no repairing warranty will be accepted. Software and hardware up gradation of the computing system should be carried out as available during warranty period as desired by end user or as recommended by the manufacturer.
- Subject to GCC Sub-Clause 22.1(b), All such warranties for the goods shall remain in effect for a period specified in or for such other longer period that the original Supplier of original manufacturer normally provides for such goods or a longer period agreed upon in this Contract after the goods are placed in use (the "Warranty Period");
- During any period in which the Bidder's warranties are effective, upon notice by Procuring Entity that the Equipment/ items do not conform to the requirements of

the Contract, the Bidder shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse Procuring Entity for the purchase price paid for the defective goods. In the event the Bidder fails to repair or replace defective or non-conforming goods within a reasonable time, Procuring Entity may replace or repair the goods and charge or debit the Bidder for all costs connected therewith or, if such replacement or repair is not practicable.

- The Bidder shall remain responsive to the needs of Procuring Entity for any services that may be required in connection with any of the Supplier' warranties under the Contract.
- If the Bidder is not the original manufacturer of the goods, the Bidder shall provide Procuring Entity with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;
- For goods ordered, the Supplier shall provide or maintain a Service Level reasonably constituted to handle requests from Procuring Entity or its Members or other ultimate beneficiaries for technical assistance on maintenance, service repairs, and calibration of the Equipment/ item once the Warranty period expires.

Guarantees:

- Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of Procuring Entity stated in or arising under the Contract, the Bidder guarantees and represents that:
- Availability of Spare Parts that usually require replacement over the life of proposed equipment / item must be separately provided. This requirement does not constitute any obligation for purchase of such spare parts.
- The Supplier guarantees that the goods are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Procuring Entity, are of current manufacturer and are of even quality and free from defects in design, workmanship, material and manufacturing;
- The Equipment/ items are of the quality, quantity and description required by the (BSD) / Contract, including when subjected to conditions prevailing in the place of final destination;
- The Equipment/ items are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;
- The Supplier guarantees that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- The Supplier further guarantees that the Goods shall be free from defects arising from any act or omission or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the final destination.
- The Bidder shall, in addition, comply with the guarantees associated with the performance and/or conformance specifications specified under the (BSD) / Contract. If, for reasons attributable to the Bidder, these guarantees are not attained in whole or in part, the Bidder shall, at its discretion, either:
- Replace the equipment/ item in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance / conformance tests in accordance with GCC Clause 10,
- Or
- 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 0.25% per day to a maximum of 10% of the total relevant equipment/ item price.
- In case of Failure to comply to the contractual guarantees once the liquidated damages are above 10% of the total relevant equipment/ item price and the

contractual guarantees are not attained the contract will be cancelled the performance security will be forfeited and the supplier will be proceeded under blacklisting/ debarment mechanism of the Procuring Entity.

ACCEPTANCE OF GOODS:

- Under no circumstances shall the Procuring Entity be required to accept any goods that do not conform to the technical specifications or requirements of the (BSD). Procuring Entity may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in (BSD) or in the Contract or otherwise agreed in writing by the Parties. In no case shall Procuring Entity be obligated to accept any goods unless and until Procuring Entity has had a reasonable opportunity to inspect the goods following delivery and all required satisfactory inspection reports have been provided to Procuring Entity. In no case shall delivery of equipment by Manufacturers and/ or Importers and/ or authorized agents to Procuring Entity in and of itself constitute acceptance of the goods. The delivered Equipment / Items / Goods will only be accepted when the equipment has been installed and preliminary inspection / verification of the required function of the equipment has been completed to the satisfaction of the Procuring Entity.

Payment (GCC Clause 16) Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

- Payment shall be made in Pak. Rupees through crossed cheque in the following manner: 100 percent of the Contract Price of the Goods shall be paid to supplier within thirty (60) days after delivery & inspection by the Inspection Committee of intended goods at destination or, in case of any import, through irrevocable confirmed letter of credit opened in favor of the Supplier for supplying in Client's country, upon submission of documents specified in GCC Clause (16).
- The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Equipment/ Goods and Services, as specified in the Schedule of Requirements in accordance with the Price Schedule, the amount against the delivered equipment / goods and services or such other sum as may become payable under the provisions of this Contract.
- A copy of General Sales Tax ('GST') Invoice showing the amount of sales tax, must be submitted along with the Invoice. In case, GST is not applicable, the Supplier shall provide the documentary evidence to the said effect.
- Income/withholding tax shall be deducted at source as per applicable taxation laws, while making the payments. In case supplier claims any exemption from such taxes then supplier shall provide the documentary evidence to the said effect.
- No Payment will be made for partial and incomplete supply of Equipment/ items, for what so ever reason.

Prices (GCC Clause 17)

- The price will remain fix. All prices must include all the taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties.
- 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.
- In case the bid price is higher than estimated cost, the Procuring agency has the right to reject the bid and scrap the process without any liability.
- The procuring agency may carry out the market analysis before issuing a letter of consent to the successful bidder.

Subcontracts (GCC Clause 21)

Subcontracts are not allowed.

Liquidated Damages (GCC Clause 23)

Applicable rate: 0.75% per day of the total Contract price. Maximum deduction: = 10% of the total contract amount. 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 blacklisting & debarment guidelines of the department if the firm deviates from Contract Agreement.

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 per law. In the case of non-resolution dispute shall be referred to adjudication or arbitration in accordance with The Arbitration Act 1940. If at all required, the jurisdiction of Court shall be of Peshawar, Khyber Pakhtunkhwa.

Governing Language (GCC Clause 29)

The Governing Language shall be: English.

Applicable Law (GCC Clause 30)

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan, which includes but are not limited to the following legislation:

- The KPPRA Act 2012, KPPRA Rules 2014 and prevailing regulations etc.
- The Contract Act 1872
- 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.
- The Bonded Labor System (Abolition) Act of 1992.
- Child Labor (relevant Act Rule) e.g., Khyber Pakhtunkhwa Prohibition of Employment of Children Act, 2015.
- The Factories Act 1934.
- Companies Act 2017.
- The Drug Act 1976, and Rules framed there under.
- The DRAP Act 2012 and Rules framed there under.

Notices (GCC Clause 31)

GCC 31.1— Procuring Entity address for notice purposes:

Project Director / Directorate General Drug Control & Pharmacy Services
Khyber Pakhtunkhwa Peshawar, Block-B, Old FATA Secretariat Warsak Road
Peshawar.

Email: directorgeneraldrugs@healthkp.gov.pk

Supplier's address for notice purposes: As mentioned in their bidding document

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 Purchasing Entity.

Legal Documentary Proof:

The Importers and/ or authorized agents 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 Project Director (DG, DC & PS).

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.

Letter of Authorization:

The Authorized agent shall have to submit notary attested authorization / Sole Agency 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. In case of imported products, the authorization shall be notarized in the country of origin or where the commercial office located for the quoted items. (NOTE: In case if the document is verifiable online then the notarization is not mandatory). Bidders shall provide letter of authorization from foreign/local Manufacturers whose shall not be in the process of winding up/liquidations.

In case of Manufacturers documentary proof to the effect that they are the original Manufacturer of the required goods shall be provided. In case of Importers and/ or authorized agents attested authorization / Sole importer / Sole Agent Certificate from the Manufacturer on their letter head shall be provided. Template has been provided in Section-VI of this (BSD) which may be followed for providing Authorization certificate.

Technical Staff and Tools:

The Bidder should have strong engineering background and necessary tools/ testing equipment, trained staff for the required after sales services of equipment / goods.

Deviation:

- **Minor Deviation**

The Procuring Entity may waive off a maximum up to three minor informalities, nonconformities, in a bid which does not constitute a material deviation (or changes the substance of the bid), , as mentioned in the technical evaluation proforma, provided such waiver does not affect the performance of the equipment.

- **Major Deviation**

Deviation in the specifications noted here in these bid solicitation documents

where the performance of the equipment may affect shall be considered a major deviation.

Effect of the Major and Minor deviation shall be defined explicitly in order to avoid confusion later just like defined below for “Material Deviation”

Deviation from critical Provision:

Deviations from, or objections or reservations to critical provisions shall be deemed to be a material deviation from technical proposals and thus the bid will be declared as non-responsive. Any model supplied other than quoted and approved will be considered as deviation/ forgery and will be rejected straightaway at the cost and risk of the supplier.

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.
- All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the bidding documents.

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.

AFTER SALE SERVICE:

Certificate from the manufacturer that the after sales services / backup services shall be provided jointly with the local Importer / Sole Agent and in case of change of local agent, they will provide the after sales services themselves or through newly appointed agent for the period mentioned from the date of commissioning.

TESTING AND CALIBRATION

The firm must have all kind of testing and calibration equipment, which is required to maintain the products, which they are dealing. The list of all required testing equipment would be provided along with the technical bid. The available testing equipment must be calibrated. The successful bidders shall provide complete technical manual and operation manual equipment / items to the end user.

MANUFACTURER OFFICIAL WEBSITE:

The quoted model of imported product shall be available on the current official website of the manufacturer; otherwise, the quoted product shall be considered obsolete/ redundant and will straight away be rejected.

INSPECTING THE PREMISES:

The Procuring Entity has the right to inspect the premises of bidder to inspect the setups ensuring proper after sales services, documents mentioned in technical bids and any other relevant details regarding testing tools, calibration tools, spare parts etc. by relevant technical personnel.

OPENING OF THE FINANCIAL PROPOSALS:

After technical evaluation is completed, the Procuring Entity shall notify the date, time and location for opening of the financial proposals. Bidders' attendance at the opening of financial proposals is optional.

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.

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 black listing, if Procuring Entity so desires. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

QUANTITY VARIATION:

The Procuring Entity reserves the right at the time of Contract award to increase or decrease the quantity of goods as per permissible limits under the Rules 2014 originally specified in Schedule of Requirements without any change in unit price or other terms and conditions.

OEM:

The Manufacturer should have documentary evidence to the effect that they are the original manufacture of the quoted product/s with indication of manufacturing site and its location.

LIST OF RELATED TOOLS/PARTS:

The details regarding testing, calibration tools shall be submitted in bid which will be verified during inspection. The list is attached in this document and marks will be awarded after verification & recommendation by relevant technical personnel during inspection stages.

TECHNICAL BID SUBMISSION VIS-À-VIS FORMAT:

The bidders will quote the technical bids on the format/ Form given in Section-VI Bid Forms "Returnable Schedules" the sample form.

SECTION IV. SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

All the bidders must submit the quotations of offered equipment / items on the format provided in Section-VI “Bidding Forms” under “Returnable Bid Forms” for HVAC and related equipment.

- In case of imported items, the quoted items shall be registered for use in their country of origin, for which the Importers should provide valid authorization Certificate for their quoted products duly (Verifiable Authorization certificate shall be required).
- All certifications of regulatory bodies, Manufacturer authorizations and data/ documents shall be valid and attestation shall be in original, photocopies and / or scanned documents will not be considered. 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. Any certificate expires before bid opening will not be entertained.
- Non-Provision of mandatory documents mentioned in these BSDs shall lead to disqualification of the firm / quoted items.
- After sale satisfactory performance certificate and Satisfactory delivery completion/ performance certificates must be recognized from relevant forums having dispatch number, signature of the officer and date on letter head of procuring entity. The satisfactory performance certificate of non-recognized institution with relevant forums will not be considered.
- The Procuring Entity, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier’s capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence as well as information regarding offered Goods/ Equipment.
- The Procuring Entity has the right to inspect the premises of bidder (if needed) ensuring proper after sales services, verify documents (if needed) mentioned in technical bids and any other relevant details. Premises (office/workshop/warehouse) of bidder shall be insured through ownership/or Rent agreement.
- The bidder shall provide the shipment trail of the quoted item from the manufacturing site till destination.
- The Bid security shall be from bank account of the bidder. Ordinary cheque and Payment Order (PO) in the form of bid security shall result in bid rejection.
- Different models/ prices offered for a single item by the same bidder shall be considered as alternate bid and shall be non-responsive.
- **Any reservations / suggestions on the advertised BSDs including criteria, specifications etc. (if any) shall be submitted in writing in the Pre-bid meeting by authorized person/representative of the firm on or before the Pre-Bid meeting.**
- The schedule for supply of goods shall be as under:
- Within 90 days from the date of issuance of supply order by the Procuring Entity for items to be imported goods. For locally manufactured/assembled items the supply time shall be 45 days
- Successful bidders will be responsible for installation, testing & commissioning of the equipment. Successful bidders will ensure to train staff regarding method development, functioning, and calibration and troubleshooting of equipment.
- Bid must include a manufacturer’s brochure or leaflet describing the equipment being offered to enable offered specifications to be verified.
- All brochures and leaflets submitted must be written in the English language or a translation into the English language.

The following inspections and tests shall be performed:

- The vendor must have the required Goods/ Equipment inspected in the manufacturer’s works by a competent authority and submit a test certificate and also a guarantee/warranty certificate that the required Goods/ Equipment conform to written specifications.
- Procuring Entity through its representatives may decide to inspect and/or test any or all item of the required Goods/ Equipment to confirm their conformity to the contract, prior to dispatch from the supplier(s) premises. Such inspection and clearance will not prejudice the right of the

Procuring Entity to inspect and test the required Goods/ Equipment on receipt at destination.

- The goods shall be brand new as no used or refurbished item will be accepted, in case any item found (used or refurbished) or defective, as identified by the inspection committee after supply, will be at responsibility of the supplier to replace the supplied item at their own risk and cost.
- If the required Goods/ Equipment fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective required Goods/ Equipment to the satisfaction of the Procuring Entity.
- The firm shall have office/ sales service center preferably in in Khyber Pakhtunkhwa Province and any other Province of the Country through which the successful Supplier is able to provide after sale services to the Procuring Entity.
- Successful Supplier shall ensure to complete the supply of the Goods/ items at the earliest but not later than specified Delivery Period at Serial Nos. (15) & (16) above.
- Conditional Bids will be disqualified.

Country of origin / manufacturing / assembly of the quoted brand / model must be clearly mentioned for each equipment offered by each bidder.

- Accessories: The Supplier shall provide Original Equipment/ Manufacturer's standard accessories/tools as well as all the accessories stipulated in the Technical Specification as a part of the equipment/.
- Consumables during Commissioning: Supplier shall prepare & provide free of cost sufficient consumables required or consumed during commissioning, training of the installed equipment/ including instructions on operation and maintenance, wherever applicable.
- Unloading at the port, customs clearance, inland transportation, unloading and unpacking at site, assembling and installation, testing, commissioning and instructions on site including labor and any equipment to be used during installation, and documentation shall be borne by the supplier/authorized representative in Pakistan.
- Installation and Inspection: Each equipment/ shall be securely installed at designated locations in accordance with the instructions. Prior to the installation, the Supplier shall check and inspect all the connections and request the Procuring Entity to arrange the utility supply from installed outlet by making proper adjustment wherever necessary. The Supplier shall check all components of the equipment/ to ensure that their working conditions are good in presence of the Procuring Entity's representative(s)
- Technically Qualified Bid will be the bid which substantially responsive to qualify for Financial Evaluation. Bidders are required to comply "TECHNICAL SPECIFICATIONS" to be responsive and submit technical specifications of each equipment using template provided in Section-VI, Returnable Bidding Forms it as an essential element of the bid document supported by evidence. In case of Non-compliance "Zero" score will be awarded.

LIST OF HVAC INSTALLATION SITES

S.No	Item/ Equipment Name	No. of Units required
1	HVAC FOR DRUG LAB	1
2	HVAC FOR FOOD LAB	1

DETAILED SPECIFICATIONS OF HVAC EQUIPMENT

HVAC SYSTEMS (SUPPLY & INSTALLATION)		
		Description
1	HVAC FOR DRUG TESTING LABORATORY PESHAWAR	Supply & installation including shifting and fixing of PHARMA GRADE AIR COOLED DX AIR HANDLING UNITS on new platform /foundations, providing & laying power wiring from FDS provided in the equipment room using premium quality cables suitable gauge in G.I. conduit/cable tray complete in all respect as specified in the specifications Scroll Premium Compressor, with all switches and safeties Condenser Seamless Copper tube, Aluminum Fin, EEV Evaporator: Copper Tube, Aluminum Fin
		Air Leakage L1
		AHRI / Euro vent Compliance certification (Mandatory)
		Thermal Transmission T2 Thermal Bridging TB2
		PHARMA GRADE AHUS D'X TYPE
		AIR HANDLING UNIT-01, (STERILITY SUIT-G.F.), SUPPLY AIR: 1640 CFM, COOLING COIL CAPACITY: 5 TR, R410-A/407C, S. ELECTRIC REHEAT COIL: 4 KW, 4.2" WG ESP WITH PRE, F6, F9 BAG & HEPA FILTER SECTIONS, 15% FRESH AIR, ETC- CLASS-B AREA
		AIR HANDLING UNIT-02, (INCUBATION-G.F.), SUPPLY AIR: 2192 CFM, COOLING COIL CAPACITY: 7 TR, R410-A/407C, ELECTRIC REHEAT COIL: 6 KW, 4.0" WG ESP WITH PRE, F6, & F9 BAG FILTER SECTIONS, 15% FRESH AIR, ETC. -CLASS-C FOR (BUFFER AND MEDIA PREPARATION, WASHING) & CLASS-D FOR (CORRIDOR)
		AIR HANDLING UNIT -03, (MICRO SECTION CORRIDOR, SUPPLY AIR :1520 CFM, COOLING COIL CAPACITY :4TR R410-A/407C, ELECTRIC REHEAT COIL 6KW,4.0 WG ESP WITH PRE F6,F9 BAG FILTRATION SECTION,15% FRESH AIR, ETC. CLASS -D FOR (CORRIDOR)
		AIR HANDLING UNIT-04, (ATOMIC ABSORPTION LAB.-G.F. + PHARMACEUTICAL LAB 1 & 2 G.F), SUPPLY AIR: 1721 CFM, COOLING COIL CAPACITY: 7 TR, R410-A/407C, ELECTRIC REHEAT COIL: 6 KW, 1.8" WG ESP WITH PRE, F6, & F9 BAG FILTER SECTIONS, 25% FRESH AIR, ETC. CONTROLLED BUT NOT CLASSIFIED
		AIR HANDLING UNIT-05, (INSTRUM. & REFERENCE LABS. - B.F.), SUPPLY AIR: 2752 CFM, COOLING COIL CAPACITY: 6 TR, R410-A/407C, ELECTRIC REHEAT COIL: 8 KW, 2.0" WG ESP WITH PRE, F6, & F9 BAG FILTER SECTIONS, 20% FRESH AIR, ETC. CONTROLLED BUT NOT CLASSIFIED

		AIR HANDLING UNIT-06, (DISINTEGRATION. -B.F.), SUPPLY AIR: 872 CFM, COOLING COIL CAPACITY: 3 TR, R410-A/407C, ELECTRIC REHEAT COIL: 3 KW, 0.8" WG ESP WITH PRE, F6, & F9 BAG FILTER SECTIONS, ETC. CONTROLLED BUT NOT CLASSIFIED
		AIR HANDLING UNIT-07, (NEUTRACEUT. & PATHALOG. LABS. -B.F.), SUPPLY AIR: 1231 CFM, COOLING COIL CAPACITY: 4 TR, R410-A/407C, ELECTRIC REHEAT COIL: 4 KW, 1.2" WG ESP WITH PRE, F6, & F9 BAG FILTER SECTIONS, 25% FRESH AIR, ETC. CONTROLLED BUT NOT CLASSIFIED
		AIR HANDLING UNIT-08, (ANALYTICAL LAB-1 & 2 - B.F.), SUPPLY AIR: 1100 CFM, COOLING COIL CAPACITY: 4 TR, R410-A/407C, ELECTRIC REHEAT COIL: 4 KW, 1.1" WG ESP WITH PRE, F6, & F9 BAG FILTER SECTIONS, 20% FRESH AIR, ETC CONTROLLED BUT NOT CLASSIFIED
		AIR HANDLING UNIT-03, (WET CHEMISTRAY LAB.-G.F.), SUPPLY AIR: 1426 CFM, COOLING COIL CAPACITY: 5 TR, ELECTRIC REHEAT COIL: NA KW, 1.8" WG ESP WITH PRE, F6, & F9 BAG FILTER SECTIONS, 20% FRESH AIR, ETC
	Supply, fabrication and installation of G.I. Sheet metal ducting using prime quality sheets including all elbows, bends, reducers, splitter dampers, guide vanes, service doors, bracing, hangers, flanged joints above 24 gauge and supports etc., complete in all respect as specified in the specifications, shown on the drawings in following thickness and quantities: -	
	Providing and fixing 24 kg/m ³ density blanket type glass wool insulation 2" thick for all exposed GI Ducting work with aluminum foil vapor barrier, adhesive tape on all joints and 8 Oz canvas cloth wrapping complete as specified in the specifications.	
	Providing and fixing air control/regulating devices in supply and return air ducts complete in all respect as specified in the specifications, shown on the drawings and	
	(a) Swil type S.A.Diffusers with OBD and having power coating finish:	
	(b) Aluminum R.A.D with movable horizontal bars and powder coated finish:	
	(c) Aluminum R.A.R with movable horizontal bars and powder coated finish:	
	(d) G.I VCD opposed blade type.	
	(e) MS Powder coated HEPA Filter Housings with gaskets, holding arrangements, complete in all respect.	
	(f) Fire dampers with fuse able linkage.	
	Supply and installation of wall mounted digital type temperature/humidity gauges (0-50 degC & 0-80%RH) complete in all respect.	

	Providing and installation of U-tube manometers across filter sections.
	SS304, 18 Gauge, Perforated supply air grilles at outlet of HEPA Filters.
	Providing and fixing washable 1" thick aluminum mesh GI Frame filters in G.I. duct drops.
	Supply, fabrication and installation of G.I. Sheet metal 26-gauge CLADDING on exposed ducting including all elbows, bends, reducers, splitter dampers, service doors, bracing, hangers, supports etc., complete in all respect as specified in the specifications, in following thickness and quantities: -
	ELECTRICAL Control panel units, including return air thermostat, manually or by remote control device, 3 speed selector, rated power shall be at the middle speed only (EACH CONSIST MIN. THREE UNITS).
	Providing and laying vibration isolator under AHUS, FAN' foundations as per normal engineering practice, if required.
	Supply, installation of 12 no Megnnahelical pressure gauges on SS304, 22 gauge wall mounted Panel Box with flexible pipe / nozzles to monitor positive air pressure across HEPA filters and adjacent testing / manufacturing 's area pressure, etc. complete in all respect. (0~60 Pa WG, 2 NO Air Pressure Monitoring Panels)
	performing one month each summer and winter test run during maintenance period and setting the equipment and plant to deliver the design conditions and maintaining the log book during test run.
	Preparing and providing 03 sets of shop drawings before start of work and 04 sets of as built drawings after completion of work for entire HVAC system including ducting, piping, electrical and controls wiring diagrams.
	Performing one month each summer and winter test run during maintenance period and setting the equipment and plant to deliver the design conditions and maintaining the log book during test run.
	Preparing and providing 03 sets of shop drawings before start of work and 04 sets of as built drawings after completion of work for entire HVAC system including ducting, piping, electrical and controls wiring diagrams.
	performing one year operation and maintenance contract period for complete HVAC Plant, equipment and handover to owner as per design conditions and maintaining the log book during maintenance period.

	<p>Vendor to conduct the following tests and validate the HVAC system: HVAC Testing, Adjusting and Balancing as per ASHRAE standard. Checking and Recording all the parameters in TAB format for the equipment like: 1-Air Handling Units. This to includes Electrical measures (Frequency, Power factor & Kw.), Hydronic flow measures (If Chilled Water Coil), Pressures across heat exchangers (Water & Air), Airflow measures, Motor RPM measures & Thermal measure. 2-Cleanroom Performance Testing, Adjusting, Balancing and Recording, As per DQ confirming ISO-14644 Part - 3. Clean room validation to be done both at Working or rest conditions. 3-Air balancing with Flow Hood 4-Room Pressure Balancing 5-Filter Integrity Test 6-Airflow Pattern 7-Providing all documentation of DQ, IQ, OQ in approved formats</p>
	<p>Note: All the civil work, finishing, painting, etc. of walls/ceilings shall be done by the vendor after completion of the ducting, wiring etc.</p>

2	HVAC FOOD TESTING LABORATORY PESHAWAR	General requirements	Supply & Installation of Medical grade hygienic type Air Handling Unit Double skin with thermal break profile having minimum following characteristics:
			Scroll Premium Compressor, with all switches and safeties Condenser Seamless Copper tube, Aluminum Fin, EEV, Evaporator: Copper Tube, Aluminum Fin
			All compressors shall have R410-A/407C refrigerant.
			Inner bottom SS 304
			Outer sheet (GI Polyester Epoxy) Mechanical Strength D1
			Air Leakage L1
			Thermal Transmission T2 Thermal Bridging TB2
			AHRI / Euro vent Compliance certification (Mandatory)
		DX AHU for Microbiology unit: Area (48 x 15) 720-sft second Floor	Autoclave room: 1500-1800-CFM (6- TR) cooling capacity, Heater 10-kw HEPA filter Class B/C
			Laminar/ biosafety room: 3200-3500-CFM (12-TR) cooling capacity. Heater: 21-Kw HEPA filter Class B/C
		DX AHU for Hitec Lab Area (48 x 15) 720-sft First Floor	For Hitec LAB DX AHU Cap: 8-TR with Air Vol. ranging between 1400~1500-CFM. AHU must be with 50% Fresh air and 50% Recovered air

	Chemical Room 2 Area (23.10x15) 362-sft Second Floor	<u>For Chemical Rooms</u> DX AHU Cap: 10-TR with Air Vol. ranging between 2200~2500- CFM. AHU must be with 50% Fresh air and 50% Recovered air. EVR should be provided separately with AHU.
	Chemical Room 3 Area (23.10x15) 362-sft	
	Second Floor Chemical Room 4 Area (23.10x15) 362-sft Second Floor	
	Food Chemical 2 Area (33.5 x 15) 502.5-sft	<u>For Food Chemical Room</u> DX AHU Cap: 5-TR with Air Vol. ranging between 1000~1200- CFM. AHU must be with 50% Fresh air and 50% Recovered air
	Temperature & Humidity Ranges	Humidity Range should be 35~45% $\pm 5\%$
	Certifications for Technical evaluation	<u>For HVAC</u> equipment AHRI or Euro-vent Certification must be mandatory
	Fire suppression and detection system	Optional.
Supply, fabrication and installation of M.S Sheet metal ducting using prime quality sheets including all elbows, bends, reducers, splitters dampers, guide vanes, service doors, bracing, hangers, flanged joints above 24 gauge and supports etc., complete in all respect as specified in the specifications, shown on the drawings in following thickness and quantities: -		
Providing and fixing 24 kg/m ³ density blanket type glass wool insulation 2" thick for all exposed GI Ducting work with aluminum foil vapor barrier, adhesive tape on all joints and 8 Oz canvas cloth wrapping complete as specified in the specifications.		
Providing and fixing air control/regulating devices in supply and return air ducts complete in all respect as specified in the specifications, shown on the drawings and		
(a) Swil type S.A.Diffusers with OBD and having power coating finish:		
(b) Aluminum R.A.D with movable horizontal bars and powder coated finish:		
(c) Aluminum R.A.R with movable horizontal bars and powder coated finish:		
(d) G.I VCD opposite blade type.		
(e) MS Powder coated HEPA Filter Housings with gaskets, holding arrangements, complete in all respect.		
(f) Fire dampers with fuse able linkage.		

Supply and installation of wall mounted digital type temperature/humidity gauges (0-50 degC & 0-80%RH) complete in all respect
Providing and installation of U-tube manometers across filter sections.
SS304, 18 Gauge, Perforated supply air grilles at outlet of HEPA Filters.
Providing and fixing washable 1" thick aluminum mesh GI Frame filters in G.I. duct drops.
Supply, fabrication and installation of G.I. Sheet metal 26-gauge CLADDING on exposed ducting including all elbows, bends, reducers, splitter dampers, service doors, bracing, hangers, supports etc., complete in all respect as specified in the specifications, in following thickness and quantities: -
ELECTRICAL Control panel units, including return air thermostat, manually or by remote control device, 3 speed selector, rated power shall be at the middle speed only (EACH CONSIST MIN. THREE UNITS).
Providing and laying vibration isolator under AHUS, FAN' foundations as per normal engineering practice, if required.
Supply, installation of 12 no Megnnahelical pressure gauges on SS304, 22-gauge wall mounted Panel Box with flexible pipe / nozzles to monitor positive air pressure across HEPA filters and adjacent testing / manufacturing 's area pressure, etc. complete in all respect. (0~60 Pa WG, 2 NO Air Pressure Monitoring Panels)
performing one month each summer and winter test run during maintenance period and setting the equipment and plant to deliver the design conditions and maintaining the log book during test run.
Preparing and providing 03 sets of shop drawings before start of work and 04 sets of as built drawings after completion of work for entire HVAC system including ducting, piping, electrical and controls wiring diagrams.
Performing one month each summer and winter test run during maintenance period and setting the equipment and plant to deliver the design conditions and maintaining the log book during test run.
Preparing and providing 03 sets of shop drawings before start of work and 04 sets of as built drawings after completion of work for entire HVAC system including ducting, piping, electrical and controls wiring diagrams.
performing one year operation and maintenance contract period for complete HVAC Plant, equipment and handover to owner as per design conditions and maintaining the log book during maintenance period.
<p>Vendor to conduct the following tests and validate the HVAC system:</p> <p>HVAC Testing, Adjusting and Balancing as per ASHRAE standard.</p> <p>Checking and Recording all the parameters in TAB format for the equipment like:</p> <p>1-Air Handling Units. This too includes Electrical measures (Frequency, Power factor & Kw.), Hydronic flow measures (If Chilled Water Coil), Pressures across heat exchangers (Water & Air), Airflow measures, Motor RPM measures & Thermal measure.</p> <p>2-Cleanroom Performance Testing, Adjusting, Balancing and Recording, As per DQ confirming 1S0-14644 Part - 3. Clean room validation to be done both at Working or rest conditions.</p> <p>3-Air balancing with Flow Hood</p>

	4-Room Pressure Balancing 5-Filter Integrity Test 6-Airflow Pattern 7-Providing all documentation of DQ, IQ, OQ in approved formats
	Vendor to conduct the following tests and validate the HVAC system: HVAC Testing, Adjusting and Balancing as per ASHRAE standard. Checking and Recording all the parameters in TAB format for the equipment like: 1-Air Handling Units. This to includes Electrical measures (Frequency, Power factor & Kw.), Hydronic flow measures (If Chilled Water Coil), Pressures across heat exchangers (Water & Air), Airflow measures, Motor RPM measures & Thermal measure. 2-Cleanroom Performance Testing, Adjusting, Balancing and Recording, As per DQ confirming ISO-14644 Part - 3. Clean room validation to be done both at Working or rest conditions. 3-Air balancing with Flow Hood 4-Room Pressure Balancing 5-Filter Integrity Test 6-Airflow Pattern 7-Providing all documentation of DQ, IQ, OQ in approved formats
	Note: All the civil work, finishing, painting, etc. of walls/ceilings shall be done by the vendor after completion of the ducting, wiring etc.

SECTION V

QUALIFICATION AND EVALUATION CRITERIA

QUALIFICATION CRITERIA (MUST MEET CRITERIA)

For factors retained in the Bid Data Sheet pursuant to ITB 25, following quantification methods will be applied, submitted bids will be reviewed to determine compliance with Procuring Entity's mandatory requirements which serves the purpose to evaluate the responsiveness and eligibility of the bidder and equipment/ items proposed. Only bids found to be responsive and eligible will be further evaluated for technical criteria. The Bidder shall furnish documentary evidence to demonstrate that the bidder and HVAC Equipment/ items it offers meet the following Qualification/ Eligibility requirement:

The validity of the Bidder requires that all relevant forms be signed by authorized person or persons.

COMPLIANCE TO AGREEMENT:

- Accepting all the conditions set forth in these Bid Solicitation Documents by signing and stamping all the pages of the bidding document by the bidder each page of the SBD i.e. ITB, GCC, SCC, Bid Data Sheet, Addendums / Corrigendum (if any), Technical Requirements and other mandatory Form's provision etc.

AUTHORIZATION:

- If Bidder is not manufacturer: but Authorized dealer of the original manufacturer in procuring entity's country offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section VII, Bidding Forms).

REGISTRATION OF FIRM/COMPANY:

- Registered as a legal entity authorized to enter into contracts for provision of services and goods. As a proof, the bidder should provide a certified copy of Certificate of Incorporation or other documents setting forth the legal basis of the company:
- If Bidder is Original Manufacturer: is offering to supply Goods which the bidder manufactures or otherwise produces. The Bidder must submit documentary evidence that it is incorporated in the country of manufacture of the Goods and country of Procuring Entity
- If bidder is authorized Agent of the original manufacturer in the procuring entity's country Proprietorship of a well-established Authorized Agent of the original manufacturer, including documentation regarding the company's legal status and registration under relevant law of Khyber Pakhtunkhwa or Government of Pakistan.

TAX REGISTRATION:

- Sales & Income Tax registration of the bidder is required as:
- Valid Income Tax Registration
- Valid General Sales Tax Registration
- Bidder must be active taxpayer and listed as an active taxpayer on the respective websites of relevant taxation authorities.
- As per Rule No (37)(A) of KPPRA Rules 2014, For Service Level Agreement All bidders are required to be registered with the Khyber Pakhtunkhwa Revenue Authority (KPRA), established under the Khyber Pakhtunkhwa Finance Act, 2013 (Khyber Pakhtunkhwa Act No. XXI of 2013)

BID SECURITY:

- Offers must include required Bid Security of 2% of the bid cost An Affidavit in this regard shall be included with technical proposal without mentioning the amount of bid security. Bid Security shall be submitted with the financial bid and from the account of the bidder / firm.

PRICE/BID VALIDITY:

- a. Offers must meet required Price Validity of 180 Days from Bid Opening date.
- b. An Affidavit on Judicial stamp paper of Rs.100 or more submitting following clauses that:
 - i. Only genuine manufacturer's warranty for replacement and not repair of the complete Equipment and parts shall be done during the warranty period.
 - ii. That the bidder / firm will provide all durables, consumables, re-agents etc. for each equipment throughout the useful life & beyond useful life of each equipment.
 - iii. That the firm is never blacklisted on any grounds whatsoever.
 - iv. That the country of origin of equipment is mentioned clearly and correct along with Brand /Manufacturer's Name.
 - v. Standard Accessories as a part and parcel of the equipment are clearly mentioned and

- provided.
- vi. That the Bidder will provide after sales services beyond the period of warranty.
 - vii. That bidder has submitted Bid Security amounting to 2% of the proposed bid inside financial proposal.
 - viii. That the firm is never blacklisted on any grounds whatsoever by any of Provincial or Federal Government Department, Entity, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
 - ix. That bidder has declared Conflict of Interest (if any), along with Bid Solicitation Documents.
 - x. That the country of origin of equipment / item is mentioned clearly and correct along with Brand / Manufacturer's Name.
 - xi. That the Bidder will only provide Fresh, New and Genuine Goods / Items.
- Technical bids of only those Bidders/ firms will qualify for Technical Evaluation which meets all of the above-mentioned criteria. Each Bid / proposal will be evaluated individually for each equipment/ item in order to achieve maximum value for money and economy for each equipment / item.
 - The Evaluation procedure will be conducted exclusively based on available information specified here in these Bid Solicitation Documents.

TECHNICAL EVALUATION METHODOLOGY (TOTAL SCORE = 70)

Technical Evaluation is based on Evaluation and comparison of Compliance & Conformity with requirements including but not limited to:

TECHNICAL EVALUATION CRITERIA (SCORE=70)

Quality:

- **Product Quality:** Evaluation of quality will be based on proposed equipment registration for quality, standards / accreditation in the country of its origin with relevant international quality and standards certification body. i.e., if a product of Japan has been proposed then (Japan Industrial Standards-JIS) & in case of Europe registration with (European Commission-EC) etc.
- **Certificate of European community (CE/EC, Declaration of Conformity)** for the quoted model
- **Compliance/ Conformity with requirements:** By comparing proposed equipment with the specifications of requirements to determine the degree to which the Goods, meet or exceed the Technical Specifications, specified by procuring entity in the “Schedule of Requirements”.
- **A Bidder / firm or proposed Goods will "Meet" requirements** when all Technical & Performance specification of offered Goods matches the requirements set by Procuring Entity herein these bid solicitation documents.
- **A Bidder / firm or proposed Goods will "Exceed" requirements** when all Technical & Performance specification of offered Goods not only matches the requirements but also 50% of the Technical & Performance specification offered Goods are better than requirements specified herein these bid solicitation documents. e.g. in case of "Accuracy of an equipment/ item required is ± 0.2 and the offered equipment/ item Accuracy ± 0.1 same will be considered exceeding requirement.
- **Product Performance and Productivity:** Extent of Purpose, Performance, capacity, or functionality features meet or exceed the levels specified in the performance / functional requirements and/or influence the life-cycle cost. Performance, Capacity and Functionality features shall include “Accuracy, Precision, Reproducibility, and Repeatability.

To perform the contract. Capacity and Capability will be measured in terms of following:

A) FINANCIAL CAPABILITIES:

Submission of signed / attested audit reports for the last consecutive three years along with financial statements for the past three fiscal years and shall meet the following basic financial criteria:
Annual Sales tax returns.

B) BIDDER’S / FIRMS EXPERIENCE:

List of same product deliveries/services provided over the last 3 years with details, dates and recipients (whether in the public or private domain). Certificate from user for satisfactory delivery shall be submitted. The Certificate should NOT be older than 03 years.

C) DELIVERY SCHEDULE:

Procuring Agency requires all the imported equipment to be delivered within Ninety (90) days from the day of the award of the contract or issuance of Purchase Order, while locally manufactured / assembled equipment shall be supplied within 45 days.

D) SCOPE OF SERVICES:

Bidder’s capability in terms of post award services which includes:

Warranty: Standard manufacturer warranty is compulsory. However, the procuring entity will award score requires All such warranties for the goods shall remain in effect for a period as specified for each equipment and / or as specified in Technical Evaluation Criteria of one (3) years or for such other longer period that the original manufacture or authorized dealer of original manufacturer Bidder normally provides for such goods or a longer period agreed upon in this Contract after the goods are placed in use (the “Warranty Period”)

Technical Support & After Sales Services. Evidence and capability of firm/Bidders/ manufacturer for technical support & after sales service beyond warranty period. Evidence and capability of firm/Bidders/ manufacturer for technical support & after sales service during & beyond warranty period. After Sale Satisfactory performance certificate (verifiable) of the firm in last six years, on letter head, signed and stamped for the quoted model or previous provided model of equipment from the public sector Institutes/ Semi Government or Private Organizations of Pakistan. Performance certificate shall be coupled with supply order / purchase order from public sector Institutes/ Semi Government or Private organizations of Pakistan

Established Office / Service Center: Distance office / service center complete with maintenance & 24/7 support facilities from the HQ of the procuring agency.

Established Office / Service Center: Manufacturer's / principle approved workshop facility: Availability of Manufacturer's / Principle's approved workshop / service center facility within procuring entity's country i.e. Pakistan.

Technical Evaluation of the bid has been allotted 70 marks / score. Bids will be scored for total of 70 points

Technical Evaluation Weight	70%
Financial Evaluation Weight	30%
Total	100%

SCORING AND WEIGHING PRINCIPLES

- Scores will be awarded to bidders / firm if proposed Goods will "Meet" requirements when all Technical & Performance specification of offered Goods matches the requirements set by Procuring Entity herein these bid solicitation documents without any minor deviation.
- A Bidder / firm or proposed Goods will "Exceed" requirements when the offered equipment not only meets all the required specifications & functionality of equipment but also offers an additional feature / capability.
- The Technical Evaluation Committee will evaluate and score bids in accordance with the quality of Technical Bid in terms of:
 - Extent that bidder / firm Meets the criteria set for award of contract. i.e., the bidder/ firm has same capabilities as required here in the Bid Solicitation Documents.
 - Extent that the bidder proposed specifications Meets or Exceeds the Specifications set herein these Bid Solicitation Documents for the same item.
 - Extent that proposed equipment/ items exceeds the Performance & Productivity measures set under specifications of requirements.
 - Extent that bidder proposed equipment / item exceeds the level of Capacity, or Functionality
 - Features specified under specifications of requirements.
 - Extent that samples provided meets or exceeds the Level of Specifications of requirements set in this SBD and Performance & Technical specifications provided / proposed by bidder / firm in its bid.

FINANCIAL EVALUATION AND SCORING SYSTEM FOR BIDS

(Maximum Allocable financial Marks / Score = 30 marks)

- The financial bids of technically qualified bidders will be opened publicly at the time to be announced by the Procuring Agency and the financial bids found technically non-responsive shall be returned un-opened to the respective Bidders.
- Total Allocable marks for Technical Proposal = 70
- Total Allocable marks in Financial Proposal = 30
- Total Combined Allocable Score for individual bids = Marks obtained in Technical Evaluation + Marks obtained in Financial Evaluation = 100
- **For the instant procurement the bidder shall offer price for complete package of HVAC for both labs i.e. Provincial Food and Drug Labs situated at Phase-5 Hayatabad Peshawar. For optional items separate price shall be quoted.**

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 Standard Bidding 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 SBDs.
- Procedure for the Marks Scoring: Marks will be awarded or otherwise for various technical parameters to each quoted product (s) based on the prescribed Technical and Financial criteria. The total combined marks will determine the highest-ranking product 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 =

$[\text{Lowest quoted Price of the item} \div \text{Next higher proposed Price of the competing item}] \times 30$

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: $= [86 \div 86] \times 30 = 30$ 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: $= [86 \div 105] \times 30 = 24.57$ Marks
- If the next higher quoted price of the same item is Rs. 130/-, the marks obtained will be: $= [86 \div 130] \times 30 = 19.84$ Marks And so on.

TECHNICAL EVALUATION CRITERIA FOR HVAC EQUIPMENT

S. No.	Description of Variables	Allocated Points
	Product Evaluation Parameters	
	Conformance to the specification	
	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 minor deviation will be deducted).	25
	Manufacturer Performance	
	Valid ISO 9001 Quality Management Certificate of manufacturer from PNAC / IAF accredited body	3
	<ul style="list-style-type: none"> CE certificate for the quoted product from European commission notified body and / or EU Declaration of Conformity JIS for the quoted product (Per certificate 3 marks (Maximum 6 marks))	6
	Valid ISO 45001 Occupational Health & Safety Certificate of manufacturer from PNAC / IAF accredited body	2
	Valid ISO 14001 Environmental Certificate of manufacturer from PNAC / IAF accredited body	2
	RoHS certificate from notified body	2
	After Sale Past Performance	
	One mark for each satisfactory performance certificate (verifiable) of the firm / bidder on letter head or signed and stamped from the public sector for the quoted item work order, supported by Supply order/Purchase order.	6
	One mark for each satisfactory performance certificate (verifiable) of the firm / bidder on letter head of private sector for the quoted item work order supported by Supply order/Purchase order.	5
	Warranty	
	Warranty Period of three years both with spare parts and services & Next two-year services only without spare parts from the date of Installation / Commissioning.	Mandatory
	Firm / bidder registration at relevant forum (SECP/Registrar of Firm / bidder, FBR).	Mandatory

	Firm / bidder Evaluation Parameters	
	The bidder will have to give valid proof of being manufacturer / importer / authorized dealer	Mandatory
	The bidder must be registered with PEC category C4 or above Code ME01 (Applicable only for HVAC system)	Mandatory
	AHRI / Euro vent Compliance certification	Mandatory
	Firm / bidder Financial Strength / Certificate	
	Last three years Audited Balance Sheet Duly attested by Chartered Accountant. Turnover 60 million or above 5 marks/points. Turnover below 60 and above 30 million will be awarded 3 marks/points. Turnover below 30 million and above 20 million will be awarded 1 marks/points. Income tax returns for last three years must be submitted with audited balance sheet	5
	Valid ISO 9001 Quality Management Certificate of the firm / bidder from PNAC accredited body.	2
	Human Resources	
	Diploma of Associate Engineer (DAE) in electrical / electronic / mechatronics or relevant field. DAE certificate must be submitted. (One mark for each certificate)	3
	Graduate Engineer with PEC Registration in electrical / electronics, / mechatronics / mechanical / industrial or equivalent. PEC registration card of the engineer must be submitted. (2 marks for each).	6
	Office / Workshop facility	
	Availability of office in Peshawar, to be verified with Ownership / Rent Agreement with Owner/ Rent Agreement with Company Name. in Peshawar will be awarded marks.	2
	Availability of workshop in Peshawar, to be verified with Ownership / Rent Agreement with Owner/ Rent Agreement with Company Name.	1
	Total Score of the Firm / bidder Evaluation Parameters	
	Total Score	70
NOTE: The bidder shall 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 equipment. Bidders are bound to supply the equipment from quoted country of origin or authorized manufacturing site.		

BIDDER'S DECLARATION

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Requirements and Terms and Conditions: I/We have read and fully understand the IFB, including the IFB Information and Data, Schedule of Requirements, the General Conditions of Contract, and any Special Conditions of Contract. I/we confirm that the Bidder agrees to be bound by them.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm that the Bidder has the necessary capacity, capability, and necessary licenses to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.
<input type="checkbox"/>	<input type="checkbox"/>	Ethics: In submitting this Bid I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor, has not directly or indirectly approached any representative of the Procuring Entity to lobby or solicit information in relation to the IFB has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Procuring Entity.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm to undertake not to engage in proscribed practices, or any other unethical practice, with the Procuring Entity or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the Procuring Entity and I/we have confirm to abide by the code of conduct set by KPPRA Act 2012 and KPPRA Rules 2014 the and acknowledge that it provides the minimum standards expected of suppliers to the Procuring Entity.
<input type="checkbox"/>	<input type="checkbox"/>	Conflict of interest: I/We warrant that the bidder has no actual, potential, or perceived Conflict of Interest in submitting this bid or entering a Contract to deliver the Requirements. Where a Conflict of Interest arises during the bidding process the bidder will report it immediately to the Procuring Entity in writing.
<input type="checkbox"/>	<input type="checkbox"/>	Prohibitions, Sanctions: I/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by any Public Sector organization, such as debarred, black listed.
<input type="checkbox"/>	<input type="checkbox"/>	Bankruptcy: I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings.
<input type="checkbox"/>	<input type="checkbox"/>	Offer Validity Period: I/We confirm that this Quote, including the price, remains open for acceptance for the validity period specified in these BSD.
<input type="checkbox"/>	<input type="checkbox"/>	I/We understand and recognize that Procuring Entity is not bound to accept any bid received, and we certify that the goods offered in our Quotation are new and unused.
<input type="checkbox"/>	<input type="checkbox"/>	By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorized by the Organization/s to make this declaration on its/their behalf.

Name

In the capacity of

Signed

Official Stamp/ Seal

Duly authorized to sign the Bid for and on behalf of

Date

TECHNICAL EVALUATION CRITERIA FOR HVAC FOR THE YEAR 2024-2025

(Maximum Allocable Marks Score = 70 marks)

Technical Evaluation Criteria for the procurement/ installation of HVAC equipment for FY 2024-2025

Firm Name:

Bid Reference No:

The bidders will quote the technical bid quotation on the format / form given below.

Technical Bid Quotation Form / Vis-à-vis Format for procurement / installation of HVAC equipment

Name of Equipment / Item:	
Model:	
Make:	
Country of Origin:	
S. No in SBDs:	
Comparative of Required Specification and Quoted Specification	
Required Specification Project Director (DG DC & PS)	Quoted Specification of the bidder

Explanation of the quotation form:

- All the bidders must submit the quotation on the above form.
- All the bidders must make a comprehensive sheet with all the required specifications. (Compare all the quoted specification to the required specification).
- Attached the supported documents i.e. Broacher / Catalogue clearly highlighted the specifications mention in the technical quotation.
- The successful bidders shall provide complete technical manual and operation manual (soft and hard) to the end user.

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 correspondence. Any appeal from bidder/s, for whatsoever reasons, will not be entertained in such a case.

S.No	Name of the Bidding Firm:	
1.	Please indicate whether the firm is: Manufacturer, or Importer, or Both Manufacturer and importer. Authorized Agent/Dealer/Distributor For various items Offered for this bidding competition.	
2.	Please indicate the complete set of equipment under which the Firm is applying for bidding. The bidder shall offer price for complete package of HVAC, in financial proposal, for both labs i.e. Provincial Food and Drug Labs situated at Phase-5 Hayatabad Peshawar. For optional items separate price shall be quoted.	
3.	Please provide names, attested copies of CNICs, two recent attested photographs, valid street addresses in Pakistan, all landline and mobile phone numbers of: Owner/Proprietor of the Firm. Managing Director / CEO of the Firm; Focal person officially made responsible and authorized by the Firm for day-to-day official Correspondence with Project Director DG, DC & PS. (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: Head Office Main warehouse; and Valid & working official Landline Phone and Fax Numbers; and Mobile phone numbers of the Focal Person registered against his /her CNIC No. And name; and Valid and functional Email address; Official Website address/es	

5.	<p>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 Project Director Directorate General Drug control & Pharmacy Services, Peshawar. Non- provision of bid Security shall render the bid as non - responsive.</p> <p>However, please provide an affidavit on judicial stamp paper of appropriate face value in the sealed Envelope of the technical proposal to the effect that the bid security of the required amount (without mentioning the amount of bid security) has been placed inside the sealed envelope of the financial bid to the Project Director Directorate General Drug control & Pharmacy Services, Peshawar.</p>	
6	<p>Please provide attested copies of the following Tax related mandatory documents:</p> <p>National Tax Number (NTN) of the Firm (FTN) for Income Tax.</p> <p>Last year Income Tax Return of the Firm;</p> <p>Sales Tax Registration Certificate of the Firm;</p> <p>Certificate of Professional Tax</p>	
7	<p>In case of being manufacturer, the Firm should provide attested copies of the following mandatory documents also:</p> <p>Duly attested copy of valid Certificate from Chamber of Commerce of the respective country</p>	
8	<p>In case of being importers, the Firm should provide attested copies of the following mandatory document/s also:</p> <p>Valid Authorization Certificate for the quoted items, duly notarized from the country of origin or where the commercial office located for the quoted items.</p> <p>(NOTE: In case if the document is verifiable online then the notarization is not mandatory)</p>	

RETURABLE CHECKLIST

S. No	Checklist	Yes/No	Page#
(a) General enclosures (firm related)			
1.	Certificate of Company/ Firm registration / Incorporation under the laws of Pakistan.		
2.	Valid Sales Tax Registration certificate of KP-Revenue Authority.		
	Valid Income Tax certificate.		
	Audited Balance Sheet for minimum 2 last 2 years and maximum 3 years.		
	Bank Statement for the Last minimum 2 years and maximum 3 years.		
3.	Acceptance of terms and conditions of tender documents duly signed and stamped.		
4.	Certificate of "Calibration" issued by Government of Pakistan mandated "Certification and Accreditation body" for "High Quality" & "Accuracy" of results of the equipment proposed.		
4.	Certificate as bidder is Manufacturer, Authorized Agent, or representative of the original manufacturer.		
7.	Company profile including:		
	Engineering		
	Managerial		
	Technical capabilities		
	Technical Staff List		
	Workshop, Service Center, Machinery, Factory, Ware House` addresses.		

2 Minimum: The word "Minimum" has been used to indicate the most recent documents to be furnished by the bidder. "Recent Years" can be calculated by counting backwards from the day of the publication of the advertisement.

Sno	Checklist	Yes/No	Page#
8	An affidavit on stamp paper of Rs. 50/- submitting following clauses: that Only genuine manufacturer's warranty for replacement and not repair of equipment parts shall be done under the warranty.		
	That the firm/bidder is never blacklisted on any grounds whatsoever.		
	That the country of origin of equipment is mentioned clearly and correct along with Brand / Manufacturer's Name.		
	Standard Accessories as a part and parcel of the equipment are clearly mentioned and provided.		
	That the Bidder will provide after sales services beyond the period of warranty.		
(b) Technical enclosures for each equipment / ITEM PROPOSE (separate set of documents for each equipment as required part of bidding documents)			
10.	Specification offered for each equipment against floated specifications:		
	Model		
	Brand		
	Make		
	Country of Origin		
	Country Manufactured in. (if different from the origin)		
11.	Agency agreement / Authorization from manufacturer for sale and after sale services duly certified by concerned sanctioning authority.		
12.	Certificates regarding quality of production for conformity with internationally and locally accepted standards.		
13.	Certificates regarding Calibration of equipment assuring the accuracy of results of all the equipment. (Compulsory)		
14.	Clients and Customers list who have been provided same equipment. Or the most relevant equipment in last 3 years.		
15.	Literature / Broachers of product with technical data sheet.		

Sno	Checklist	Yes/No	Page#
16.	List of standard accessories of the equipment and software catalogues.		
17.	At least 3 Repair / After Sale Service Satisfactory Certificate from Semi Government / Government Departments.		
18.	Minimum Two to Three Contracts received in last One Year.		
19.	Minimum Two-Year same business history from the date of authorization.		
20	Bidder must indicate the country of manufacturer of product.		
(C) FINANCIAL OFFER			
1.	Offered rate of items inclusive standard accessories (inclusive of sale tax, if applicable)		
2.	Separate prices for each item and part of the equipment shall be specified.		
3.	For all equipment requiring regular service & maintenance Service level agreement for One (01) year shall be submitted as a separate financial proposal in different envelope. (Service Level Agreement for each Equipment item must be submitted as a separate financial proposal).		

THE GOVERNING RULES.

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

TECHNICAL BID FORM 1

Bidder's Ref No.

Letter of Intention

Name of the Contract: { }

To: []

Dear Sir,

Having examined the bidding documents, including Addenda Nos. [insert numbers & Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods and ancillary services under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule provided in Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract.

We undertake, if our Financial Bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our Financial Bid is accepted, we undertake to provide a performance security/guarantee in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest or any Financial Bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clause 21.1 of the bidding documents and has duly provided earnest money @ 2% of the total bid value as per Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules-2014, in the shape of pay order / demand draft / call deposit bearing No. _____ dated _____ in the name of Project Director Directorate General Drug Control & Pharmacy Services with our Financial Bid.

Signed: In the capacity of Duly authorized to sign this bid for and on behalf of Bidder

Name:.

Signature

BID FORM 2

FINANCIAL BID FORM (PRICE SCHEDULE)

Name of the Firm:

Bidder's Ref. No:

Note: This form must cover all the costs associated to deliver the goods and services on such as, on Delivered Duty Paid (DDP) basis. The respective costs of each goods & services must be separately provided in the following manner. Prices offered shall include all applicable taxes.

Item	Description	Quantity	Rate (Pak. Rs.) DDP Basis Inclusive of all applicable taxes	
			Unit Rate	Total
	TOTAL (DDP Price) (in figures & words)			

Signature: -----

Designation: -----

Date: _____

Official Stamp: -----

(The bidder shall offer price for complete package of HVAC for both labs i.e., Provincial Food and Drug Labs situated at Phase-5 Hayatabad Peshawar. For optional items separate price shall be quoted).

PERFORMANCE SECURITY FORM

To:

WHEREAS [name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [Reference number of the contract] dated _____ 20 to supply [description of goods and services] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20 .

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

MANUFACTURER'S AUTHORIZATION FORM

[See Clause 13.3 (a) of the Instructions to Bidders.]

To:

WHEREAS [name of the Manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory]

do hereby authorize [name and address of Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. [reference of the Invitation to Bid] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

—
[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

INTEGRITY PACT

Declaration Of Fees, Commission and Brokerage Etc. Payable by the Suppliers of Goods, Services & Works In Contracts Worth Rs. 10.00 million Or More

Contract No.

Dated

Contract Value: [To be filled in at the time of signing of Contract]

Contract Title: _____

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

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

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

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

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

Name of Buyer: Name of Seller/Supplier:

Signature:[Seal] Signature: [Seal]

RATE CONTRACT AGREEMENT

FOR PROCUREMENT/INSTALLATION OF HVAC FOR ESTABLISHMENT OF FOOD & DRUGS TESTING LABORATORY/IES PESHAWAR (for FY 2024-25)

This RATE CONTRACT AGREEMENT is made and agreed today on _____ day of _____, 202_, between the Government of Khyber Pakhtunkhwa through Director General Drug Control & Pharmacy Services (Project Director of the Project Titled, ESTABLISHMENT OF PROVINCIAL FOOD AND DRUGS TESTING LABORATORIES PESHAWAR, FY-2024-25) (hereinafter referred to as the Procuring Agency or the first party, which expression shall, where the context admits, be deemed to include the assignee/s of the provincial Government of Khyber Pakhtunkhwa);

And

Messrs. _____ through

Mr. _____, Designation. _____, CNIC No. _____, (hereinafter referred to as the Supplier or the second party or he/his, which expression, unless repugnant to the context, means and includes their legal heir/s, successors-in-interest, assignee/s and legal representative/s) that:

WHEREAS the Procuring Agency has made a bidding competition for selection and rate contracting for Procurement / Installation of HVAC for Food & Drugs testing laboratory/ies Peshawar and the following items offered by the Second Party are approved being the best evaluated bids,

S.NO	Name Of Approved Item	Model, Make & Country of Origin	Approved Unit Price (Inclusive of all Applicable Taxes)
1			
2			

The purchase of the selected and rate contracted goods is to be made by the Project Director i.e., The Director General Drug Control and Pharmacy Services either for Provincial Food or Drug Testing Laboratory/ies, Government of Khyber Pakhtunkhwa.

WHEREAS the Supplier declares that he is not a broker, middleman, but himself a Manufacturer and / or direct Importer and/or Authorized Agent of goods for which he has won the bidding competition for supply to the Procuring Agency; and

WHEREAS both the parties have agreed that the procuring entity shall purchase all or some or none of the goods, as of details given in this Contract Agreement, from the Supplier at the sole discretion of the procuring entity; and

WHEREAS the Supplier shall supply all the goods ordered by the procuring entity to the later in the quantity as mentioned in the supply order to be issued within the timeframe as mentioned in bidding Documents i.e., within Ninety (90) days (as mentioned in the advertised BSDs) from the date of issuance of supply order.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

the Bid Form and the Price Schedule submitted by the Bidder;

the Schedule of Requirements;

the Technical Specifications;

the General Conditions of Contract;

the Special Conditions of Contract; and

the Procuring Entity's Notification of Award

Now, therefore, both the parties mutually agree to enter into this contract agreement as under:

1. The Supplier agrees to take full responsibility of the validity and implications, that may arise in future, of declaration submitted by him in the form of affidavit on judicial stamp paper along

- with their bids; and that in case of any kind of breach of the said declaration, the Supplier shall be liable to be proceeded against by the Procuring Agency in accordance with the clauses of this rate contract agreement as well as relevant laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern such situation/s.
2. The supplies shall be made at the location specified in the supply order.
 3. The Supplier shall be solely responsible for transportation, loading and / or unloading and staking of the supplied items till and at the time of delivery, to the destination indicated in Clause-2 above, including any damage or untoward incident, maintenance of required temperature and protection from light and other environmental conditions as well as other hazards that may possibly or potentially affect the supplied item in any way.
 4. The Supplier shall NOT claim or charge transportation, loading / unloading, labor, or any other Charges related to or in the name of logistics, accidents, insurance, freight, etc.
 5. The Supplier will make necessary arrangements for installation and training to the end user before release of final payment. The IQ, OQ and PQ shall be performed as per the laid down criteria in the BSDs.
 6. The Supplier will provide Service Manual, Circuit diagram and error logbook and operational Manual for the supplied goods. The successful bidder shall provide complete technical manual and operation manual to the procuring entity.
 7. In case of non-supply or delayed supply of items the Supplier shall be proceeded against under the relevant law of the land i.e., Procurement regime and associated laws of the country.
 8. The Procuring Agency shall take legal / lawful action against the Supplier regarding non-supply, short supply, substituted supply, delayed supply or any other unlawful action / shortcoming, on the part of Supplier during the execution of this contract agreement. The Procuring Agency shall take lawful / legal action against the Supplier in accordance with the clauses of this contract agreement as Well as relevant laws, rules, and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern such situation/s, which may include, but not limited to, blacklisting, forfeiture of earnest money and performance guarantee, etc.
 9. The Supplier agrees to the following conditions related to packing, packaging, and labeling of the goods to be supplied to Purchasing Agencies under this contract agreement:
 10. The Procuring Agency shall have the right to inspect the storage facility, premises, warehouse, import documents etc. at any time till the execution of supply orders given under this contract agreement.
 11. **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.
 12. **PERFORMANCE GUARANTEE:**
Upon receipt of supply order from the Procuring Entity, the Supplier shall submit Performance Guarantee to the former, amounting to ten per cent (10%) of the total value of each individual supply order, which shall be returned to the Supplier upon request after the successful finalization of the process of procurement by the Procuring entity till the mandatory and/or offered warranty period whichever is later.
 13. **WARRANTY:**
The supplier shall provide the warranty as prescribed in Bidding Documents under Special Conditions of Contract Clause 10 and GCC Clause 15.4, to the Procuring Entity for each individual item supplied in response to supply orders. After sale services shall also be provided by the bidder after the warranty period.
 14. **PAYMENT SCHEDULE:**
Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the Supplier, to the Procuring Agency immediately after completion of supply. The Supplier shall be bound to pay all applicable government taxes, duties, and stamp duties, imposed earlier or during the financial year by the Government of Pakistan or by the Provincial Government of Khyber Pakhtunkhwa on any supplied item.
 15. **FORCE MAJEURE:**
In case of the situation related to Force Majeure, the Supplier may inform the Procuring Agency

in writing about the situation immediately without delay along with solid proof through the fastest, lawful, and available means of communication, but not through the electronic mail, and request the Procuring Agency for the grant of extension in the supply Period.

16. The Procuring Agency, in case of being fully satisfied with the genuineness of situation arising from Force Majeure for the Supplier, may extend the period of supply of goods up to a maximum of not more than thirty days without penalty. However, the Procuring Agency and / or Purchasing Agency shall, in no case, be responsible or held responsible for any complications in making payments to Supplier by the Purchasing Agency that may arise from the closure of financial year and lapse / surrender of public funds vis-à-vis the normal financial management procedures in public sector.

17. PENALTIES:

The Supplier shall complete the supply of the ordered goods under this agreement within the stipulated period as laid down in the SBDs. In case of delay in supplies reaching to the procuring entity, except in situation/s covered under clause 17 above, the procuring entity may impose a penalty on the supplier which may lead to but is not limited to the forfeiture of performance guarantee.

18. INDEMNITY:

Notwithstanding any rights, duties and / or remedial measures and / or managerial actions taken and / or to be taken and / or any powers exercised and /or to be exercised by the Procuring Agency and / or Purchasing Agency and / or Purchasing Officer/s with regard to the execution of this contract agreement, the Supplier agrees to indemnify them for any loss or damage incurred or inflicted upon by them in individual or official capacity upon the Supplier whether through any of their actions and / or practices and / or otherwise. The Supplier further agrees to pay compensation to the Government of Khyber Pakhtunkhwa of an amount equivalent to ten times the sum of any commission, gratification, bribe or kickback and / or finder's fee given by the Supplier for the purpose of obtaining and /or inducing the Procurement of any contract, right, interest, privilege or other obligation/s or benefit In whatsoever form, from the Procuring Agency or any of the Purchasing Agencies.

19. RESOLUTION OF DISPUTES:

The Purchasing Agency and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract / supplies. Despite such negotiation if the Purchasing Agency & Supplier have been unable to resolve amicably a contract dispute, either party may refer the case to Secretary Health Khyber Pakhtunkhwa for decision through a Dispute Resolution Committee under the chairmanship of Secretary Health Khyber Pakhtunkhwa with Director General Drug Control & Pharmacy Services, Khyber Pakhtunkhwa and Additional Secretary Health (Development) Khyber Pakhtunkhwa as members. The decision of the Dispute Resolution Committee shall be final and binding upon both the parties.

Signature Director General Drug Control and Pharmacy Services Khyber Pakhtunkhwa For and on behalf of Government of Khyber Pakhtunkhwa, Health Department Peshawar (Party-1)	Signature: Name: Designation CNIC No. Stamp: For and on behalf of the successful bidder / supplier (Party-2)
Signature. Name. CNIC No. Director General, Khyber Pakhtunkhwa Food Safety & Halal Food Authority.	Signature. Name. CNIC No. Director Technical, Khyber Pakhtunkhwa Food Safety & Halal Food Authority.
WITNESS NO. 1 Signature: Name: Father's Name: Address: CNIC No.	WITNESS NO. 2 Signature: Name: Father's Name: Address: CNIC No.