



**Government of Khyber Pakhtunkhwa
Health Department**

STANDARD BIDDING DOCUMENTS

FOR

PROCUREMENT OF MEDICINES

Under The Project Activity

**Strengthening Of All BHUs across Khyber Pakhtunkhwa and
Conversion of 200 BHUs into 24/7 SBA Facilities**

&

**Rehabilitation of All RHCs across Khyber Pakhtunkhwa and
Conversion of 50 RHCs into 24/7 Facilities of
Health Department, Khyber Pakhtunkhwa**

FY 2021-22

Through

NATIONAL COMPETITIVE BIDDING (NCB)

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**INSTRUCTION TO USER OF THIS
DOCUMENT**

INSTRUCTION TO USER OF THIS DOCUMENT

1. Methods of Procurement of Goods valuing more than Rs. 100,000/-

- 11 Open tendering shall be the default method of procurement of Goods valuing more than Rs. 100,000/- . However direct sourcing in case of emergency and other conditions laid as follows, can be the alternative method of procurement for Goods valuing more than Rs. 100,000/-

1.2 DIRECT CONTRACTING AND EMERGENCY PROCUREMENT

Under following circumstances deviation from the requirements of advertisement and response time under these rules is permissible:

- (a) in cases of emergency as provided in the National Disaster Management Act, 2010 (Act No. XXIV of 2010), subject to the condition,--
 - (i) that all such procurements along with its emergent nature has to be recorded by the Procuring Officer and approved by the technical head of the procuring entity under intimation to the Principal Accounting Officer, Secretary at Provincial or Deputy Commissioner at District level;
 - (ii) that these have to be immediately intimated to the Accountant General Office or District Accounts Office, as the case may be;
 - (iii) that quantities in all such procurements shall be limited to the assessed requirement of emergency only; and
 - (iv) that these shall be used only for procurements upto maximum for three months, which may be extended for such a period that Government may deem fit, depending on the nature of emergency;
- (b) The procurement of sensitive nature and related to National Security:

Provided that the direct sourcing of all such procurements shall be duly recorded; and

- (c) the direct sourcing to a government organization for provision of works, goods or services under a cost plus or fixed contract provided that the Public Sector Organization shall not involve a private sector enterprise as a partner or in the form of a joint

venture or a sub-contractor. The government organizations shall be totally government owned and controlled or semi-autonomous and autonomous agencies under the administrative control of Federal Government or Provincial Government.

1.3. Alternate methods for procurement of goods.--- A procurement entity may use the following alternative methods for procurement of goods, namely:

- (a) procurement of goods upto Rs. 50,000/- may be undertaken by obtaining a single quotation through direct sourcing.
- (b) petty purchases between Rs. 50,000/- upto Rs. 100,000/- shall be procured through alternate method only if the following conditions are met, namely:
 - (i) minimum of three quotations have been obtained:

Provided that if despite soliciting, less than three quotations are received it would be acceptable;

- (ii) request for quotation is sent to prospective bidders, simultaneously, with full contents and same information, which is duly acknowledged to be received;
 - (iii) the closing time, date and address for submitting quotations has been clearly defined and adhered to;
 - (iv) the object of the procurement has standard specifications;
 - (v) in case, amount pertaining to applicable tax is not added in the quotation, comparison of price is made after adding amount of applicable tax; and
 - (vi) during comparison, each item should be compared to the corresponding respective specification and bid evaluated to the corresponding total cost of the bid;
- (c) a procurement entity shall only engage in alternate method if the following conditions exist, namely:

- (i) repeat orders within a period of six months:

Provided that it does not exceed fifteen percent of the original contract value;

- (ii) in case of procurement through government organizations, in accordance with provisions of [rule-3\(2\)\(c\)](#) of these rules;

- (iii) where the procurement concerns the acquisition of spare parts or supplementary services from original manufacturer or supplier or sole distributor:

Provided that the same are not available from alternative sources;

- (iv) where the same goods are not available from alternative sources or only one contractor, manufacturer or supplier exists for the required procurement;
- (v) where a change of contractor or supplier would ensue the procuring entity to acquire material having different technical specifications or characteristics and would result in incompatibility or disproportionate technical difficulties in operation and maintenance, this shall be done with proper justification and recording of such reasons, provided that the contract or contracts do not exceed three years in duration;
- (vi) where the price of goods is fixed by Government;
- (vii) where the motor vehicles or machinery is purchased from local original manufacturers or their authorized agents at manufacturer's price including transportation charges and other applicable taxes; and
- (viii) in case of emergency as defined in these rules and procurement specified under sub-rule 3(2)(a) and 3(2)(b):

Provided that the procurement entity shall specify appropriate forums vested with necessary authority to declare an emergency;

1.4 NEGOTIATED TENDERING

A procuring entity may engage in negotiated tendering with one or more suppliers or contractors with or without prior publication of a procurement notification. This procedure shall only be used when,-

- i. the supplies involved are manufactured purely for the purpose of supporting a specific piece of research or an experiment, a study or a particular development;
- ii. for technical or artistic reasons, or for reasons connected with protection of exclusive rights or intellectual property, the supplies may be manufactured or delivered only by a particular supplier;
- iii. for reasons of extreme urgency brought about by events unforeseeable by the procuring entity, the time limits laid down for open and limited bidding methods cannot be met. The circumstances invoked to justify extreme urgency must not be attributable to the procuring entity:

Provided that any procuring entity desirous of using negotiated tendering as a method of procurement shall ensure that price negotiated is either equal to or less than the previous rate of the same item procured through open bid, and the report must record its reasons and justifications in writing for resorting to negotiated tendering and shall place the same on record or procuring entity may contract the previous supplier for supply at the previous agreed rate; thereby placing the order with modification/extension to the Contract.

1.5. OPEN TENDERING THROUGH ADVERTISING ON THE WEBSITE

- 1) Purchases upto Rs. 2.5 million, shall be posted on the procuring entity's website or PPRA's or both. These procurement opportunities may also be advertised in print media, if deemed necessary by the procuring entity.

1.6. OPEN TENDERING

- (a) All purchases, other than exceptional circumstances listed above, shall be undertaken through open tendering. Such procurements shall be advertised in print media, appearing in at least in one National English and one Urdu newspaper with nation wide circulation along with advertising the same either on the procuring entity or PPRA's website.
- (b) Open tendering can be done through using a single envelop single stage method. This method should be used where cost is the only determining factor. The single envelope shall contain the financial proposal / offer, in accordance with the bid solicitation documents.
- (c) However in cases of procurement of complex or specialized goods, single envelope two stages shall be used. In the first stage, the envelope shall contain the technical proposal, in accordance with the bid solicitation documents. Financial offer of the qualified supplier / contractor (s) as a result of evaluation of the technical proposals / offer, shall be solicited in one envelope in the second stage. The lowest offer shall be awarded the contract.
- (d) Two stage two envelopes method shall be used under exceptional circumstances and when it is deemed appropriate by the procuring entity in a given situation.

1.7 Procurement of Goods valuing more than Rs. 100,000 can also be undertaken by first pre-qualification potential suppliers through an open pre-qualification notice which shall be published in the print media as well as posted on the website of the procuring entity. The pre-qualification may be undertaken in the following manner:

- (1) The procuring entity may pre-qualify bidders by soliciting various details including but not limited to the following, in accordance with the provisions of the FP Rules;
 - a) legal status along with proof of registration with one of the federal or provincial registration acts;
 - b) proof of being a taxpayer;
 - c) organizational profile, relevant experience, past performance, list of clients and references;
 - d) relevant experience and past performance;
 - d) existing capabilities with respect to HR personnel, computing and engineering equipment (as may be the case), machinery and plant;
 - e) financial position for the last three year including bank statements and audited reports by an external auditor;
 - f) proof of possessing appropriate managerial capability; and
 - g) any other factor that a procuring entity may deem relevant, depending on the nature and complexity of the contract but not inconsistent with these rules.

1.8 Following templates for the bid solicitation documents shall be used.

CONTRACT

INTRODUCTION

This SBD covers all small procurements valuing less than Rs. 10 million. Various templates have been prepared for users. The SBD has been developed in a simplified and user friendly manner. Various sections of this SBD have been designed strictly in accordance with the KPP Rules 2014. Methods for procurement through invited quotations and open tendering have been sufficiently and separately covered.

1.1 **Request for Quotation**, is used for petty Purchases up to Rs. 100,000/-. Procurement of Goods valuing less than Rs. 50,000/- can be undertaken by soliciting single quote. For procurement of Goods valuing more than Rs. 50,000 and less than Rs. 100,000/-, three quotations must be solicited from eligible suppliers. Quotations shall be solicited in accordance with the principles given below:

- (a) Request for Quotation is sent to all expected bidders, simultaneously, with full contents and same information, which is duly acknowledged to be received.
- (b) The closing time, date & address for submitting quotations shall be clearly defined and adhered to.
- (c) All specifications are the same.
- (d) In case, amount pertaining to applicable tax is not added in the quotation, comparison of price should be made after adding amount of applicable tax.
- (e) During comparison, each item should be compared to the corresponding specification.

1.2 Following format (Goods A-01) shall be adopted while soliciting quotation (s) in accordance with the above principles.

**INVITATION FOR
BIDS**

Invitation for Bids

Procurement of Drugs, Medicines, Non Drug Item and Medical Devices Strengthening of All BHUs across Khyber Pakhtunkhwa and Conversion of 200 BHUs into 24/7 SBA Facilities & Rehabilitation of All RHCs across Khyber Pakhtunkhwa and Conversion of 50 RHCs into 24/7 Facilities of Health Department, Khyber Pakhtunkhwa for FY 2021-22.

1. The Project Director invites sealed bids under National Competitive Bidding from Manufacturers and/or Importer for the supply of Drugs, Medicines, Non Drug Item and Medical Devices for financial year 2021-22.
2. Bidding shall be conducted through **Single Stage –Single Envelope** Bidding Procedure as defined in KPPRA Rules 2014. The lowest bidder shall be declared successful after fulfilling technical specification and qualification criteria laid down in the bidding documents.
3. The quantity mentioned in schedule of requirement of BSD shall not binding on Department to procure the same quantity. The quantity may vary based on availability of funds and need of the Department.
4. Interested Bidders must obtain complete set of bidding documents from the office of Project Director during office hours on any working day till 1st April 2022, The Bidding Documents can also be downloaded from the following official websites. www.healthkp.gov.pk, www.dghskp.gov.pk, www.kppra.gov.pk.
5. A Pre-bid meeting will be held on 24th March 2022 at 10:00 am in the Committee Room of Directorate General Health Services KP Peshawar. The bidders are requested to thoroughly study the Bid Solicitation Documents before the pre-bid meeting for any clarification of their queries during the said meeting.
6. Interested Bidders must submit sealed bids to the Office of the Project Director, on or before 10:00 a.m. 4th April 2022 which will be opened on the same day at 11:00 a.m. in the presence of those bidders or their representatives, who choose to attend the process. Bid submitted after 10:00 a.m. shall not be entertained.
7. Financial Bid must be accompanied with Bid Security of 2% of the quoted prices and the same shall be in the shape of Demand Draft (DD) / Call Deposit Receipt (CDR) in the name of the undersigned and the bid security shall be submitted from the account of the firm / bidder who submits the bid. Ordinary cheque and Payment Order (PO) in the form of bid security will result in disqualification of bidder as per KPPRA Act and Rules.
8. Bid must be computer typed & printed and the offered bid price must be written both in figures, however if mentioned in words shall be appreciated. Quotations with cutting and/or overwriting shall not be accepted to the extent of that particular quoted item having cutting / overwriting / erasing.
9. 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

Strengthening of All BHUs across Khyber Pakhtunkhwa and Conversion of 200 BHUs into
24/7 SBA Facilities & Rehabilitation of All RHCs across Khyber Pakhtunkhwa and
Conversion of 50 RHCs into 24/7 Facilities of Health Department, Khyber Pakhtunkhwa

INSTRUCTION TO BIDDERS

Date _____
Department _____

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

- J. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short listed, no such association will be allowed.
- K. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- L. The proposals should be in accordance with enclosed specifications and technical design (if any) (optional)
- M. Response time: all bidders shall submit proposals\ as per these insufficient on or before close of office on <specify date>, <specify venue and addresses> these will be opened half an hour after the deadline. No proposal in any case shall be accepted after the deadline.
- N. The proposal/bidder shall submit audited financial statements for the last three years and account balance statement for the current ongoing years. (Optional)
- O. The bidder shall submit an affidavit that it has never been blacklisted.
- P. Submit statement of any history of litigation or ongoing.
- Q. The bidder will deposit bid security money with procuring entity equal to 0- 5% of the total value of the contract along with the bid in the envelope containing Technical proposal. The bid security money so deposited shall be returned to the depositor after signing the contract.
- R. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.
- S. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- T. “OPTIONAL”. The procuring, entity may ask for a performance bank guarantee at 10% of the total contract value. This bank guarantee should be from a scheduled bank.
- U. Contract will be signed with the successful bidders and its terms and conditions will govern the executive of the contract.
- V. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).

1. **Bid Form and Price Schedules**

Date: _____
IFB No: _____

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

Gentlemen and/or Ladies:

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

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

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

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

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

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

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

(if none, state "none")

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

Dated this _____ day of _____ 20_____.

signature]

[in the capacity of]

Price Schedule in Pak. Rupees

Name of Bidder _____ IFB Number _____ Page of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|------|-------------|-------------------|----------|----------------------------|--------------------|--|
| Item | Description | Country of Origin | Quantity | Unit price DDP named place | Total DDP per item | Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required |
| | | | | | | |

Signature of Bidder _____

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

- n) The above details shall be submitted in a sealed envelope
- o) “OPTIONAL” Sample must be submitted separately. In case samples are not provided, quote will be considered non-responsive.
- p) The Supplier (s) must be registered with the Sales Tax authorities.
- q) Warranty of Goods shall be provided along with (as the procuring entity may deem necessary) “quote” “the warranty period shall be <procuring entity shall insert warranty period>”
- r) The quote (s) must remain valid for [insert validity period which should not be less than 30 days]
- s) All suppliers shall mention all applicable taxes in their quotes. In case any supplier has not done so, the procuring entity while comparing the offers will add the applicable taxes to the total quoted amount for each item.
- t) The request for quotation is non-transferable.
- u) Quotations must be submitted on or before the given time and date to the officer-designate for the purpose. No late quotation for any reason whatsoever, will be considered.
- v) The quote(s) must be accompanied with an bid security valuing [insert 0-5] % of the total quoted price. (optional)
- w) NTN certificate shall be enclosed.
- x) Each supplier can only submit one offer / quote.
- y) The quotation must carry the authorized signatures of the representative of the supplier.
- z) [insert name of the procuring entity] has the right to accept or reject any or all offers without assigning any reason thereof.

Thanking you.

Yours truly

For and On behalf of [insert name of the procuring entity]
[insert name of the procuring officer]
[insert contact details & address]

<Name of Procuring entity>
<Address Procuring entity>

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

A. LANGUAGE

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

B. BID SECURITY DEPOSIT (Where Applicable)

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

C. PLACE AND TIME OF DELIVERY

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

(i) *Delivery Schedule*

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

D. VARIATIONS / REPEAT ORDERS

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

E. INSPECTION of Goods on Delivery (whole applicable)

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

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

within 30 days from the date of inspection of the goods.

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

F. PACKAGING

Each item shall be supplied to Purchasing Agency in the packing and packaging unit as approved and registered by the DRAP. The supplier shall supply all the unit items bearing the words "GOVERNMENT OF KHYBER PAKHTUNKHWA" and "NOT FOR SALE" in block letters and clearly visible manner with indelible ink, along with the name of the Purchasing Agency concerned on the label, outer packing of each individual unit item as well as on its outer carton/s.

G. PERFORMANCE BANK GUARANTEE (OPTIONAL)

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

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

FORFEITURE OF PERFORMANCE BANK

GUARANTEE

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

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

following documents: -

- a. The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.____, Material Receiving Report No.____, and Acceptance Note No.____, with date, price/rate of each item.
- b. Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
- c. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- d. Valid Income Tax Exemption Certificate (otherwise Income Tax at current

applicable rates shall be deducted from the invoice). (where applicable)

- e. National Tax Number.
- f. Sales Tax Registration Number.
- g. Certificate in original issued by any one of the Independent Inception (where applicable).
- h. Bank Account Number and Branch.
- i. Recovery of all applicable taxes at source should be made as per rules
- j. Certificate from procuring entity stating Goods as per standard / professional requirement (format given below)

DETAIL OF STANDARDS (if applicable)

| S. # | Meets best quality standards (5) | Meets acceptable quality standards (4) | Meets un acceptable quality standards (3) | Does not meet acceptable quality standards (2) |
|-------------|---|---|--|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

Delivery / Deliverable accepted since it meets acceptable / best quality standards (5/4)

(Assessment /Evaluation Officers)
Name and Designation

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

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

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

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

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

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

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

Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period,

according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement:-

Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.067% per day (2% per month) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value.

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

Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, Procuring entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; or

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

L. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

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

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

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

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

M. INDEMNITY

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

N. SUB-LETTING CONTRACT

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

O. BRIBES COMMISSION ETC.

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

P. TERMINATION End of Services

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

Termination by the Client

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

Termination by the Supplier

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

Q. FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods,

washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

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

R. APPLICABLE LAWS

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

S. CONTRACT AMENDMENT

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

T. NOTICES

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

To: The Client

To: The Supplier -----

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

U. QUALIFICATION CRITERIA.

1. The firm should provide attested copies of the following Tax related valid documents:
2. National Tax Number (NTN) of the Firm for Income Tax, and
3. Last year Income Tax Return of the Firm; and
4. Sale Tax Registration Certificate of the Firm; and

U (A) Following is the qualification criteria for vendors/bidders of relevant items/category.
In case of being a Manufacturer of Drugs/Medicines and/or I/V Fluids and/or Medical Devices and/or Non- Drug Items, the Firm should provide attested copies of the following documents:

1. Valid Drugs Manufacturing License issued by the Drugs Regulatory Authority of

Pakistan (DRAP).

2. Valid Product Registration Certificate issued by the DRAP for the item/s quoted by the Firm for this bidding competition.
3. Valid cGMP certificate issued by DRAP/ Satisfactory Inspection Report of DRAP for the Area/Section where the quoted product is manufactured.
4. Valid Price List of the quoted item/s
5. Is the equipment installed in quality control, quality assurance & microbiological laboratories and relevant manufacturing Section calibrated & validated? Firm will provide undertaking in this regard on legally notarized stamp paper of rupees 100.
6. The firm undertake on Rs.100 stamp paper dully legalized/notarized that it has separate quality control, in-process and microbiological lab and are complying with Good Laboratory Practices (GLP).
7. Is the facility having functional and validated, Heating, Ventilation & Air Conditioning System (HVAC) as per the requirements laid down by DRAP? Firm will provide undertaking in this regard on legally notarized stamp paper of rupees 100.
8. Is the firm having minimum two calibrated/validated functional stability chambers. Firm will provide undertaking in this regard on legally notarized stamp paper of rupees 100 along with calibration validation/record.
9. The firm will submit undertaking on Rs.100 stamp paper that none of its supplied batch of any of its products, in Public Sector Institutions as well as in the open, commercial market has been declared Substandard, Spurious, Adulterated, Misbranded etc. by any Drug Testing Laboratory (DTL) during the last two years.

U (B). In case of being Importers, Drugs/Medicines and/or I/V Fluids and/or Medical Devices and/or Non- Drug Items, the Firm should provide attested copies of the following documents of the principal manufacturer:

1. Valid Drugs Sales License for the importer; and
2. Valid Product Registration Certificate issued by the DRAP for the imported item/s quoted by the Firm for this bidding competition; and
3. Valid Agency Agreement with the Foreign Principal Manufacturer entity/ies; and
4. Valid cGMP Certificate/ Quality assurance certificate/ COPP.
5. Valid Price List of the quoted items.

6. Medical Device Import License issued by DRAP for the item/s quoted by the firm for bidding competition (For Medical Devices only).
7. Valid Free Sale certificate (Since the standard format of COPP covers the free sale of a specific item in the market of the country of origin therefore free sale certificate is not required if COPP is available (as mentioned in the above-mentioned Section-8 clause iv).
8. Last 3 Goods Declaration Certificates issued by Pakistan Customs for the quoted imported items along with its invoices and Airway bills/ Bills of lading.
9. The firm will submit undertaking on Rs.100 stamp paper that none of its supplied batch of any of its products, in Public Sector Institutions as well as in the open, commercial market has been declared Substandard, Spurious, Adulterated, Misbranded etc. by any Drug Testing Laboratory (DTL) during the last two years.

Schedule of Requirement

| S.No | Medicine List | Total Quantity |
|------|--|----------------|
| 1 | Catgut Chromic 40mm, 1/2 circle round bodied taper point needle, strand length 75 cm, USP size 2 | 15720 |
| 2 | Scalp vein needle No. 24 | 9456 |
| 3 | Cord Clamp Plastic (Disposable) Standard pack of 10 | 3717 |
| 4 | Gloves surgical pair No. 6,7,8 | 54498 |
| 5 | Inj. Gentamycin 40mg | 24630 |
| 6 | Cap. Omerprazole 20mg | 481860 |
| 7 | Inj. Adrenaline | 7854 |
| 8 | Tab. Ibuprofen 400mg | 518970 |
| 9 | Tab Clotrimazole 500mg with applicator | 20550 |
| 10 | Tab. Methyldopa 250mg | 1154340 |
| 11 | Tab. Metoclopramide HCL 10mg | 563220 |
| 12 | Inj. Chlorpheniramine | 47172 |
| 13 | Inj. Atropine 1000mg | 3972 |
| 14 | Tab. Calcium lactate, 500 mg | 664200 |
| 15 | Methylated spirit, 480 ml | 534 |
| 16 | Chloromphenicol plus dexamethasone eye drops 0.5%/0.1% | 1068 |
| 17 | Inj. Buprenorphine 0.3mg | 1068 |

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

Procuring Officer
Procuring entity and its address

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

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

tender / bid.

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

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

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

6. Our liability hereunder is limited to

NAME OF THE BANK

WITH ADDRESS _____

AUTHORISED OFFICER OF THE BANK

<Name of procuring entity>

<Address of procuring entity>

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

(to be furnished on non-judicial stamp paper of appropriate value)

WHEREAS <name of procuring entity> having its registered office at _____, by an agreement made between _____ (hereinafter called the supplier/service provider) has awarded the contract (hereinafter called the contract) vide agreement / letter / P.O. No. dated for the supply of goods / works / services specified in the said Purchase Order / contract agreement.

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

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

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

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

NAME OF BANK
WITH ADDRESS
AUTHORISED OFFICER OF THE BANK

PURCHASE ORDER / CONTRACT AGREEMENT (FORMAT)

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

2 The purchase order shall carry the following information:

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

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