



BID SOLICITATION DOCUMENTS (BSDs)

National Competitive Bidding (NCB)

FOR

**PROCUREMENT OF MYO-ELECTRIC PROSTHESIS FOR THE
FINANCIAL YEAR 2024-25 & 26**

January 2025

**Social Welfare Department
Government of Khyber Pakhtunkhwa**

Preface

This specific bid solicitation documents are prepared for Procurement of myo-electric prosthesis for Social Welfare Department for the financial year 2024-25 & 26 under the Framework Agreement covered under KPPRA rules and Act.

Following the standard bidding document Format, this document contains two parts. Part one which is Fixed and is having two sections i.e., Section 1, 2 (ITB instruction to bidders, GCC general conditions of Contract) are duplicated here while part II has six sections, i.e.

- i. Invitation for Bids (IFB)
- ii. Bid Data Sheet (BDS)
- iii. Special Conditions of Contract (SCC)
- iv. Schedule of Requirements
- v. Technical Specifications
- vi. Sample Forms

To ensure maximum utilization of the supplied equipment, training of technical personals and end users is an essential part of the bid. To go further, second stage handing taking over of the supplied equipment after the expiry of standard warranty is hereby included in this specific bid. The bidders are also expected to take into consideration the feasibility for their Quoted equipment. As for as the standard warranty is concerned, in case of unnecessary breakdown / Prolonged Breakdown, for their warranty will be considered freeze until the equipment is functionalized.

Efforts are made here to make the document flawless, however in case of any errors or mistake and quarries, the bidders are expected to highlight it in the pre bid meeting for rectification alignment of the document. Furthermore, the manufacturer /suppliers can share the literature for advance Technological development in medical equipment as a futuristic activity in order to enhance the specifications accordingly. Proper submission of the bid is highly appreciated.

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Part One - Section I

Instructions to Bidders

Notes on the Instructions to Bidders

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

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

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

A. Introduction

1. Source of Funds

- 1.1 The Procuring agency has received/applied for loan / grant / federal / provincial / local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
- 1.2 The funds referred to above in addition shall be “Public Fund” which according to 2 (l) of KPP Rules 2014 means (i) Provincial Consolidated Fund; (ii) foreign assistance; (iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government.
- 1.3 Payment by the Fund will be made only at the request of the Procuring agency 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 agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the KPP Rules, 2014 and its Bidding Documents except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency 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 agency 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 Section 44(1) KPP Rules 2014.

3. Eligible Goods and Services

- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its 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. Cost of Bidding

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” 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. Content of Bidding Documents

- 5.1 The bidding documents include:
- a) Instructions to Bidders (ITB)
 - b) Bid Data Sheet
 - c) General Conditions of Contract (GCC)
 - d) Special Conditions of Contract (SCC)
 - e) Schedule of Requirements
 - f) Technical Specifications
 - g) Bid Form and Price Schedules
 - h) Bid Security Form
 - i) Contract Form
 - j) Performance Security Form
 - k) Manufacturer’s Authorization Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the 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. Clarification of Bidding Documents

- 6.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for Documents 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 agency'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. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the Procuring agency, 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 agency, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

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

9. Documents Comprising the Bid

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

10. Bid Form

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

11. Bid Prices

- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
- 11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.

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

12. Bid Currencies

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

13. Documents Establishing Bidder's Eligibility and Qualification

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

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

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

- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
- b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

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

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the 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) A detailed description of the essential technical and performance characteristics of the goods;
- b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and
- c) An item-by-item commentary on the Procuring agency'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 agency 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 agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

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

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

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

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

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency 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 agency pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

15.7 The bid security may be forfeited:

- a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b) in the case of a successful Bidder, if the Bidder fails:
 - i. to sign the contract in accordance with ITB Clause 32;
 - or
 - ii. to furnish performance security in accordance with ITB Clause 33.

16. Period of Validity of Bids

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

17. Format and Signing of Bid

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

D. Submission of Bids

18. Sealing and Marking of Bids

- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
 - a. be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
 - b. bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

19. Deadline for Submission of Bids

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

9.2 The Procuring agency 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 agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

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

21. Modification and Withdrawal of Bids

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

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

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

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Procuring agency

22.1 The Procuring agency 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 agency, 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 agency will prepare minutes of the bid opening.

23. Clarification of Bids

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

24. Preliminary Examination

- 24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 The Procuring agency 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 agency 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 agency'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 agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Evaluation and Comparison of Bids

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

h. in the Technical Specifications.

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

a. Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.

b. Delivery schedule.

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

or

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

or

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

c. Deviation in payment schedule:

i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.

or

ii. The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

d. Cost of spare parts.

i. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total

cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

- ii. The Procuring agency will draw up a list of high- usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

- iii. The Procuring agency 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 agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.

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

The cost to the Procuring agency 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.

- f. Operating and maintenance costs.

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

- g. Performance and productivity of the equipment.

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

or

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

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

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

Alternative

25.5 Merit Point System:

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

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

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

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

**26. Contacting the
Procuring agency**

- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency 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 agency, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

27. Post-qualification

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

28. Award Criteria

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

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

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

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

- 30.1 The Procuring agency 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 agency's action.

- 31. Notification of Award**
- 31.1 Prior to the expiration of the period of bid validity, the Procuring agency 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 agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 32. Signing of Contract**
- 32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
- 33 Performance Security**
- 33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, 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 agency.
- 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 agency may make the award to the next lowest evaluated Bidder or call for new bids.
- 34. Corrupt or Fraudulent Practices**
- 34.1 The Government of Khyber Pakhtunkhwa requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPP Act, 2009 and Rules made thereunder:
- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, 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 agency of the benefits of free and open competition;
 - b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

- 34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.
- 35.1 The Bidder shall sign and stamp the Integrity Pact provided at Form - 5 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.

35. Integrity Pact

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.

General Conditions of Contract

1. Definitions

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

2. Application

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

3. Country of Origin

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

4. Standards

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

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

- 5.1 The Supplier shall not, without the Procuring agency'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 agency 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 agency'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 agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so, required by the Procuring agency.
- 5.4 The Supplier shall permit the Procuring agency 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 agency, if so required.

6. Patent Rights

- 6.1 The Supplier shall indemnify the Procuring agency 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 agency's country.

7. Performance Security

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

8. Inspections and Tests

- 8.1 The Procuring agency 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 agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

9. Packing

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

10. Delivery and Documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - b. furnishing of tools required for assembly and / or maintenance of the supplied Goods;

- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.

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 agency 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 agency may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring agency 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 agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.

17. Prices

- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

18. Change Orders

- 18.1 The Procuring agency 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 agency;
 - b. the method of shipment or packing;
 - c. the place of delivery; and/or
 - d. the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

19. Contract Amendments

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

20. Assignment

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

21. Subcontracts

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

22. Delays in the Supplier's Performance

- 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency 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 agency 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 agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

- 2.31 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency 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 agency may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

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

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

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

- 24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency 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 agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency 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 agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

- 26.1 The Procuring agency 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 agency.

27. Termination for Convenience

- 27.1 The Procuring agency, 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 agency’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 agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
- a. to have any portion completed and delivered at the Contract terms and prices; and/or
 - b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

- 28.1 The Procuring agency 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 agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

29. Governing Language

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

30. Applicable Law

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

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

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



BID SOLICITATION DOCUMENTS (BSDs)

National Competitive Bidding (NCB)

FOR

**PROCUREMENT OF MYO-ELECTRIC PROSTHESIS FOR THE
FINANCIAL YEAR 2024-25 & 26**

January 2025

**Social Welfare, Special Education & Women Empowerment
Department,
Government of Khyber Pakhtunkhwa**

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

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

Part Two

Section I. Invitation for Bids

Notice on the Invitation for Bids

The Invitation for Bids (IFB) has been issued as an advertisement in leading newspapers of general circulation in the Province of Khyber Pakhtunkhwa as well as on the web site of the Social Welfare Department , (<https://swkpk.gov.pk/>), by allowing at least fifteen days for NCB for bid preparation and submission.

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

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

Invitation for Bids

PROCUREMENT OF MYO-ELECTRIC PROSTHESIS (BIONIC DEVICES AND FITTING, ABOVE ELBOW & BELOW ELBOW) FY 2024-25 & 2025-26, SOCIAL WELFARE, SPECIAL EDUCATION & WOMEN EMPOWERMENT DEPARTMENT, GOVERNMENT OF KHYBER PAKHTUNKHWA, PESHAWAR

1. Social Welfare, Special Education & Women Empowerment Department Khyber Pakhtunkhwa invites sealed bids under National Competitive Bidding from Manufacturers and/or Importers and/or Authorized Dealers for Myo-electric prosthesis purchasing firms, under ADP schemes **1549-240140 & 1533-240264** Procurement of Bionic Devices (Above Elbow & Below Elbow) myo-electric prosthesis for the Financial Year 2024-25 & 2025-26.

Sr.#	Description of Item	Total Estimated Cost (PKR) (including all applicable taxes)	Bid Security (Rs.) (5% of the total estimated cost)
1	Purchases of Myo-electric prosthesis (Bionic Devices and fitting, Above Elbow & Below Elbow) (Merged Areas)	55,000,000 (55.00 million)	2,750,000
2	Purchases of Myo-electric prosthesis (Bionic Devices and fitting, Above Elbow & Below Elbow) (KPK)	112,900,000 (112.900 llion)	5,645,000

1. Additional bid security in case of very low bid as per KPPRA Notification S.R.O. (14)/Vol: 1-24/2021-22, dated 10th May 2022, has to be submitted in addition to bid security as above.
2. Bidding procedure adopted shall be “**Single Stage – Two Envelopes Bidding Procedure**”. Each envelope shall contain Technical and Financial bid separately clearly marked in bold and legible letters.
3. Interested Manufacturers and/or Importers and/or Authorized Dealers, may download the bidding documents immediately after date of publication from the following official websites: <https://swkpk.gov.pk/> , and www.kppra.gov.pk. Bidders may also get the Bidding documents from the office of Planning Cell, Social Welfare, Special Education & Women Empowerment Department, Benevolent fund Building Peshawar during office hours.
4. **Pre-bid** meetings with the interested bidders will be held on the **28th April 2025** at 10:30 AM, in the office of Additional Secretary, Social Welfare, Special Education & Women Empowerment Department Khyber Pakhtunkhwa. The bidders shall thoroughly study the Bid Solicitation Documents before the Pre-Bid meeting and bring their queries / suggestions to the forum for clarification/understanding and the same shall be submitted through email to spo_swd@yahoo.com or through official correspondence before the Pre-Bid meeting.
5. Interested Bidders must submit sealed bids to the Social Welfare, Special Education & Women Empowerment Department Khyber Pakhtunkhwa on **or before 11:00 AM sharp, 05th May 2025**. **Technical Bid** will be opened on the same day at 12:30 P M in the presence of bidders or their representatives, who choose to attend the process, whereas the Financial Bid shall remain sealed and unopened and shall be placed locked.
6. The Financial Bids of only technically responsive and qualified bidders shall be opened after technical bids evaluation, whereas the Financial Bids of those bidders whose technical bids are not responsive and not qualified shall be returned unopened.
7. Electronic Submission of Bids and submission after due time **i.e. 05th May 2025, 11:00 AM** shall not be accepted.
8. Financial bid must be accompanied with irrevocable Bid Security in the name of the undersigned which shall be from bank account of the prospective bidder. Technical bids must be accompanied with a photocopy of the bid security.
9. Bidders are required to offer the most competitive rate of their items, as negotiations / discounts on quoted rates are not allowed under the rules.
10. The undersigned reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

Additional Secretary
Social Welfare, SE & WE Department,
Khyber Pakhtunkhwa,
Peshawar Tel No: 091- 9212668
Email: spo_swd@yahoo.com

Section II. Bid Data Sheet

Bid Data Sheet

ITB Re f.	Introduction/Description	Detail
ITB 1.1	Name of Procuring Agency of Government of Khyber Pakhtunkhwa	Social Welfare, Special Education & Women Empowerment Department, Government of Khyber Pakhtunkhwa
ITB 1.1	Loan or credit or Project allocation Number. Loan or credit or Project Allocation amount.	Budget allocated for ADP Project No:1549-240140 & 1533-240264 Procurement of Myo-electric prosthesis for Social Welfare Department for the year 2024-25 & 26
ITB 1.1	Name of Project	ADP Project No:1549-240140 & 1533-240264 Procurement of Myo-electric prosthesis(Bionic Devices & Fitting for Above Elbow & Below Elbow) for the FY 2024-25 & 26
ITB 1.1	Name of Contract	Procurement of Myo-electric prosthesis for the FY 2024-25 & 26 (i.e trans humeral prosthesis, trans radial prosthesis)
ITB 4.1	Name of Procuring agency.	Social welfare, Special Education & Women Empowerment Department Khyber Pakhtunkhwa
ITB 6.1	Procuring agency's address, telephone, Telex, and facsimile, numbers.	Social welfare, Special Education & Women Empowerment Department Khyber Pakhtunkhwa Benevolent fund building Peshawar Cantt: Peshawar Khyber Pakhtunkhwa Tel No: 091- 9212668, 921137. Email: spo_swd@yahoo.com
ITB 8.1	Language of the bid.	English
Bid Price and Currency		
ITB 11.2	Price quoted shall be:	Pakistan Rupees (PKR)
ITB 11.5	The price shall be fixed	The quoted prices will be valid till 30 th June 2025 & 26.
Preparation and Submission of Bids		
ITB 13.3 (d)	Qualification requirements.	1. Manufacturer and/or Importer and/or Authorized dealer of Myo-electric prosthesis.
ITB 14.3 (b)	Spare parts required for period of years of Operation	1. Three years parts availability and will provide certificate for the same.
ITB 15.1	Amount of bid security.	Bid security shall be @ 5% PKR in the form of CDR, of the total estimated cost. The Bid security shall be from bank account of the bidder. Ordinary cheque and cross cheque in the form of bid security shall result in bid rejection. Additional bid security in case of very low bid as per KPPRA Notification S.R.O. (14)/Vol: 1-24/2021-22, dated 10th May 2022, has to be submitted in addition to bid security.
ITB 16.1	Bid validity period.	90 days from the date of opening of bids
ITB 17.1	Number of copies.	One (Original Bid)
ITB 18.2 (a)	Address for bid submission.	Additional Secretary, Social Welfare, Special Education & Women Empowerment Department Benevolent fund building
ITB 18.2 (b)	IFB title and number.	Procurement of Myo-electric prosthesis for the FY 2024-25 & 26
ITB 19.1	Deadline for bid submission.	11:00PM AM Sharp. --- 05th May 2025
ITB 19.3	Pre-Bid meeting with the bidders	The bidders are required to submit their inputs / reservations on Bid Solicitation Documents including Technical Specifications, Criteria etc. to the Social Welfare, SE & WE Department before pre-bid meetings with the interested bidders, which will be held on the 28 th April 2025 at 10:30 AM after the date of successful publication in print & electronic media.
ITB 22.1	Time, Date, and Place for bid opening.	11:30am sharp, 05th May 2025, in the office of Additional Secretary Social Welfare,SE & WE Department KPK, Peshawar.

Bid Evaluation		
ITB 23.1	Clarification of Bids	The Procuring agency 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.
ITB 25.3	Criteria for bid evaluation	Merit Point Evaluation (Single Stage – Two Envelop) The items ranked highest in merit points (obtained through and based on technical and financial evaluation) will get unit rate central Contract.
ITB 25.4 (a) ITB 25.4 (b)	One option only Delivery schedule. Relevant parameters in accordance with Option selected.	Not Applicable
Option I Option II Option III	Adjustment expressed as a Percentage, or adjustment expressed in an amount in the currency of bid evaluation, or adjustment expressed in an amount in the currency of bid evaluation.	Not Applicable
ITB 25.4 (c)(ii)	Deviation in payment schedule. Annual interest rate.	Not Applicable
ITB 25.4 (d)	Cost of spare parts.	Free under warranty period
ITB 25.4 (e)	Spare parts and after sales service facilities in the Procuring agency's Country.	Not Applicable
ITB 25.4 (f)	Operating and maintenance costs.	Free under warranty period upto three years.
ITB 25.4 (g)	Performance and productivity of Equipment.	Not Applicable
ITB 25.4 (h)	Details on the evaluation method or reference to the Technical Specifications	As in section on Technical Evaluation of bids. The evaluation parameters of the quoted item/s may include, but not limited to, any or all of the methods including scrutiny of the bidding documents, physical inspection, examination, evaluation /using by the end user/s and/ or market survey including and not limited to both Public and Private Healthcare facilities, against any parameter/s, as deemed appropriate by the procuring Agency or any of its committees or sub- committees. Any discrepancy found during the market survey shall lead to disqualification of the firm/product (s). Physical Inspection of manufacturers, importers and bidders may be carried out. All the certifications from accredited bodies, as the case may be, shall contain the quoted product (s) in its scope, moreover the accredited body shall be authorized to certify the quoted product (s)
ITB 25.4 alternative	Specify the evaluation factors.	Not Applicable
ITB 28.1	Award Criteria	Section 2 (c)(i)
Contract Award		
ITB 29.1	Percentage for quantity increase or decrease.	Number of items can be increased and decreased as per requirement of the PE within permissible limits under the rules.

Section III. Special Conditions of Contract

Special Conditions of Contract

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

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

1. Definitions (GCC Clause 1)

GCC 1.1 (c) The Goods are: **Myo-Electric Prosthesis**.

GCC 1.1 (g) The Procuring Agency is: Social Welfare Department, Government of Khyber Pakhtunkhwa, Peshawar; and The Purchasing Agency/is /are: Social Welfare Department, Government of Khyber Pakhtunkhwa, and Projects with due justification and concurrence from competent forum.

GCC 1.1 (i) The Supplier is: i) Manufacturer and/or Importer registered with relevant sales and income tax authorities and have requisite qualification and eligibility for supply of myo-electric prosthesis in the specialized Categories; and

ii) Manufacture, importer and/or authorized agents of Myo-electric prosthesis in Pakistan.

2. Sample Provision

GCC 1.1 (j)—The Project Site is:

Social Welfare Department, Government of Khyber Pakhtunkhwa, Peshawar.

When required, the Focal Person of the bidder will be informed on phone or through email to provide samples of the items in sufficient / required quantity for examination / analysis to the SWD or any other place notified by the SWD, at bidder's own risk and cost at the time and date communicated. The samples will be returnable and no payment shall be made to bidder / Focal Person on this account. Notified sample evaluation committee for sample shall evaluate the samples provided.

3. Country of Origin (GCC Clause 3)

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 will provide the details regarding country of origin, Model, Make, manufacturer, along with details of Manufacturing Units and mode of supply, shipment, and any other associated details of the component items and that of the quoted equipment. Bidders are bound to supply the equipment from quoted country of origin only.

4. Performance Security (GCC Clause 7)

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

However, the bid security @ 5% PKR, as elaborated in Section-IV, Statement of Requirement, of this document, from the successful bidders as received at the time of bids submission under GCC Clause 15 shall be retained by the SWD as Bid Security and will be released back to successful bidders and will be retained by procuring entity till completion of warranty period or contract agreement, whichever is later.

5. Standards (GCC Clause 4)

As mentioned in GCC clause 4.1.

6. Inspections and Tests

(GCC Clause 8 and in accordance with the clauses of contract with the Procuring Agency)

- i. Technical Evaluation shall be conducted by the Procurement Committee or sub-Committee to undertake verification of documents submitted by the bidder/s along with the technical bids as well as to conduct the physical inspection of the various samples &/or relevant premises as per rent agreement or ownership etc. (Section-V - Technical Specification of the Part II of these SBDs)
- ii. Myo-electric prosthesis supplied for sample tests, if required, may be examined and tested by a panel of experts of the procurement Committee of the Government for submission of technical report to the relevant forum for the needful.
- iii. Sample tests as well as pre-shipment inspections will also be carried out as and when needed before signing of contract agreement with all the successful bidders for Myo-electric prosthesis.
- iv. Any other appropriate method may be adopted by the PE to assess and/or assure the quality of goods being purchased. The Procuring Agency reserves the rights to reject the quoted items/equipment at any stage before award of contract in case of any deviation from the standard specifications.

7. Packing (GCC Clause 9)

In accordance with the GCC Clause 9 as well as provided in the relevant clauses of contract agreement of SWD with the Supplier/s (Section-VI of these SBDs –Rate Contract Agreement).

8. Delivery and Documents (GCC Clause 10)

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

9. Warranty (GCC Clause 15)

The Supplier shall provide warranty as per the terms and conditions of the Rate Contract Agreement with Procuring Agency

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

- a. Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or
- b. Pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be higher than the adjustment price used in bid evaluation.

GCC 15.4 & 15.5—The period for correction of defects in the free warranty period is three years after installation with free parts and free services, including all incidental charges, and for the next two years for free services only without parts but with all incidental charges related to services provision on the site of installation for Hi-Tech and Low-Tech Medical Equipment. Warranty period for all other items will be one year after installation. Warranty for the equipment mention in SCC Clause 40 will be five years after installation with free parts and free services.

GCC 10. 3 —upon shipment, the Supplier shall notify the Procuring agency 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 agency:

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

10. Payment (GCC Clause 16)

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

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

11. Prices (GCC Clause 17)

- i. The bidder will not quote price of any item/s which is/are higher than the prices quoted by the bidder across the country to any procuring entity of the quoted item/s through public funding.
- ii. In case the bid price is higher than estimated cost, the Procuring agency has the right to reject the bid and scrap the process without any liability.
- iii. In case of single bid after technical evaluation, the procuring agency may carry out the market analysis and negotiate with the bidder before issuing a letter of consent to the successful bidder.

13. Liquidated Damages (GCC Clause 23)

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

14. Disputes Resolution (GCC Clause 28)

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

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

15. Bid Tie

In case of tie in the final score of two bidders, and unless otherwise not in contradiction to any of the terms & conditions and specifications of that item, the rate contracting will be offered to the bidder having higher score in its technical bid and the same will be declared as highest fair bid (successful bidder). If technical and financial score are the same, the contract may be awarded to both firms.

16. Governing Language (GCC Clause 29)

The Governing Language shall be: English

17. Applicable Law (GCC Clause 30)

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

- i. The KPPRA Act 2012, KPPRA Rules 2014 and prevailing regulations etc.
- ii. The Contract Act 1872.
- iii. The General Financial Rules of the Govt. of Khyber Pakhtunkhwa and all the relevant laws, rules and regulations pertaining to budgeting & financial management of public fund.
- iv. The Bonded Labor System (Abolition) Act of 1992.
- v. The Factories Act 1934.
- vi. Company Act 2017.

18. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency address for notice purposes: Social Welfare Department, Khyber Pakhtunkhwa, Peshawar.

Tel: 091- 9219052, Email: spo_swd@yahoo.com

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

19. 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 Agency.

20. Legal Documentary Proof

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

21. 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.

22. Letter of Authorization

The Authorized agent (of manufacture or importer) shall have to produce Exclusive letter of 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 attested from the embassy of Pakistan in the country of manufacturing or embassy of the manufacturing country in Pakistan or having the apostille certificate from the country of origin.

23. Technical Staff and Tools

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

24. Minor Deviation

The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation (or changes the substance of the bid), provided such waiver does not prejudice or affect the relative ranking of any Bidder. Any item other than quoted and approved shall not be supplied to procuring entity without intimation to procurement cell and supply shall be subject to clearance from S&RCC on recommendation of technical experts of procurement Cell notified by chairman T&E.

25. 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.

26. 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.

27. 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.

28. After Sale Service

Certificate from the bidder that the after sales services / backup services shall be provided in case of change of local agent, the bidder will provide the after sales services themselves or through newly appointed agent for the period mentioned from the date of commissioning.

29. 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 bid. The available testing equipment may be calibrated. The successful bidders shall provide complete technical manual and operation manual to the in charge of Procuring entity and all purchasing entity.

30. 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.

31. Inspection of the Premises

The Procuring Agency 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, if deem necessary during the tender process.

32. Opening of the Financial Proposals

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

33. 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.

34. Bidders Influence

Any effort by a Bidder to influence the Procuring Agency 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 agency so desires. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

35. Quantity Variation

The Procuring Agency 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.

36. Original Equipment Manufacturer

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.

37. List of Related tools / spare parts

The details regarding tools and spare parts shall be submitted in bid which may be verified during inspection. Marks shall be awarded after verification & recommendation by relevant technical personnel during inspection stages.

38. Periodic Preventive Maintenance (PPM)

The successful bidders are bound to provide PPM report quarterly till warranty period duly signed from end user. PPM procedure shall be performed as per guidelines of services manual.

39. Details of Kits/reagent Prices for Laboratory Items

The firms are required to provide the prices of reagent/ kits, till warranty period of equipment as for laboratory items along with the price of machine, which will be evaluated by the committee for approval or disapproval of award of contract.

40. Extended warranty

NA

41. Technical Bid Submission Format

1. All the bidders must submit the quotation in the given proforma below.
2. Attached the supported documents i.e., Brochure / Catalogue and Data sheet clearly highlighted the specifications mention in the technical quotation.

Technical Bid Quotation Format

Name of Equipment / Item:

Model:

Manufacturer:

Country of Origin:

Category of equipment / item:

S. No in SBDs:

Quoted Specification of the bidder

Section IV.

Instructions to bidders

- Bids must be computer typed & printed; and the offered bid prices must be written both in words & figures. Bid prices/ quotations with cutting and over-writing shall not be accepted to the extent of that particular quoted item. An authorized person of the bidder shall sign & stamp all pages of the bid having numbers on each page. Bidders shall submit bids in hard binding, and bids submitted in box file/ loose file will be considered non-responsive.
- Fully compliance with the required specifications as per Schedule of Requirement is mandatory. While minor deviations may be accommodated, subject to the condition that the main functions and performance in any aspect would not be affected.
- The technical proposal shall contain all the details in accordance with standard specification of the Myo-electric prosthesis mentioned in the Schedule of Requirements (SOR) and technical specifications which must be supported by catalogue/Brochures. Bids will be submitted on the format mentioned in BSDs. All bidders are also required to submit the relevant detail of technical proposal and required documents in soft copies on computer USB and official email of PE in PDF format or doc format, duly labeled by a permanent marker with the name of bidder.
- Registration of the product with Drug Regularity Authority of Pakistan (DRAP) is mandatory.
- Registration of the bidder with SECP/PEC is mandatory.
- 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 attested by the embassy of the country of origin in Pakistan or the embassy of Pakistan in the country of origin of the quoted items or where the commercial office located for the quoted items or apostle certificate from the country of origin. Non-provision of valid embassy attested authorization or apostle certificate for imported items will lead to disqualification of firm.
- All certifications (i.e., Manufacturer authorization, etc) and data/ documents shall be valid. Committee may carry out the verifications on or before award of contract and in case of any fraudulent practice; legal action will be taken against the bidder concerned. Any certificate expires before bid opening will not be entertained.

- Non-Provision of mandatory documents mention in these BSDs shall lead to disqualification of the firm / quoted items.
- Non-Provision of mandatory warranty certificate shall lead to disqualification of the firm / quoted items SCC Clause 9. Standard warranty for the mention equipment in SCC Clause 40 will be five years both with services and spare parts after installation.
- The downtime of any equipment will not be included in the standard warranty period.
- The bidder is bound to provide local training to authorized person of the PE and end user for routine use and maintenance.
- After sale satisfactory performance certificate 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 bidding is carried out for procurement through Framework Agreement and hence the quantity is not mentioned, and the supply order for each item will depend on the requirement of the procuring entity.
- The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.
- The Procuring Entity has the right to inspect the premises of bidder, to inspect the setups ensuring proper after sales services, verify documents (if needed) mentioned in technical bids and any other relevant details. Premises (office/workshop) 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 Unit price quoted by the bidder shall be inclusive of all applicable duties and taxes. All prices shall include relevant taxes & duties, where applicable. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
- Alternate bid will declare as non-responsive.
- Any reservations on BSDs including special conditions, criteria, specifications etc. (if any) shall be submitted in writing in or before the Pre-bid meeting in the given format in soft form (dox,pdf) and hard form signed by authorized person/representative of the firm.
- **The schedule for supply of goods shall be as under:**
- Supply within 60 days for imported items from the date of issuance of supply order by the Purchasing Agency.
- Supply within 90 days for local items from the date of issuance of supply order by the Purchasing Agency.

**Section V Schedule of Requirements and
Technical Specifications**

MYO-ELECTRIC PROSTHESIS

Technical Specifications

TYPE 1 SPECIFICATIONS (SINGLE GRIP)

1- **Sensors:** A set of two sweat proof sensors with a sampling rate of 50 Hz to 1 kHz, operating at 5-19 VDC. Outstanding capture and amplification from signals as low as 10uV. Durable, high-conductivity interface for optimal transmission and conductivity.

2- **Sensor cables:** to allow connection between Electrode and Wrist Length 300 to 1000mm

3- **Connector Block Cable:** For replaceable Lithium-Ion or Lithium Polymer Battery

4- **Battery:** 2pcs Lithium-Ion Battery 7.2V, 750mAh or Lithium Polymer Battery 7.2V, 800mAh. Swappable pack installed in a carbon fiber socket or laminated in a forearm socket with a receptacle.

5- **Duration of Battery.** Battery charge duration to be specified and mentioned or with charging status displayed on a mobile app

6- **Desktop Charger:** Dual charger for Lithium-Ion or Lithium Polymer batteries

7- **Electric Hand:** Size 7 ¼ to 8 ¼. With different Friction Wrist. Finger movement speed 0.5-0.8 sec. Pinch Grip strength 30Nmin. Span of Hand Opening min.90mm

8-Glove:

- Male/Female options.
- 5 to 18 skin shades.

High-temperature resistance, corrosion resistance, and easy to clean

9- **Bluetooth Connectivity:** May or may not have a built-in Bluetooth module for online trouble shooting and grip strength modification

10. **Online Patient Monitoring System:** Would be an added advantage if an independent troubleshooting and online patient monitoring system is installed, allowing the Social Service Department to monitor patient use

11. **Socket Material:** Light Weight Carbon Fibre Socket

WARRANTY: Max Manufacturer Warranty to be mentioned with or without online support

Mobile App in English, URDU and other languages

TYPE 2 SPECIFICATIONS (MULTI GRIP)

1- **Sensors:** A set of two sweat proof sensors with a sampling rate of 50 Hz to 1 kHz, operating at 5-19 VDC. Outstanding capture and amplification from signals as low as 10uV. Durable, high-conductivity interface for optimal transmission and conductivity.

2- **Sensor cables:** to allow connection between Electrode and Wrist Length 300 to 1000mm

3- **Connector Block Cable:** For replaceable Lithium-Ion or Lithium Polymer Battery

4- **Battery:** 2pcs Lithium-Ion Battery 7.2V, 750mAh or Lithium Polymer Battery 7.2V, 950mAh. Swappable pack installed in a carbon fiber socket or laminated in a forearm socket with a receptacle.

5- **Duration of Battery.** Battery charge duration to be specified and mentioned or with charging status displayed on a mobile app

6- **Desktop Charger:** Dual charger for Lithium-Ion or Lithium Polymer batteries

7- **Electric Hand:**

- **Multiple sizes** available (Small, Medium, Large).
- 14 selectable grips and hand positions.
- Individual drive mechanism for each finger for object grasping.
- Multiple wrist options:
 - EQD Wrist (electronic quick disconnect for easy removal).
 - Short wrist for patients with long stumps.
 - Flex Wrist (lockable/unlockable in various positions).
- Compatible with an electronic elbow if required.
- Finger movement speed: 0.8 sec.
- Pinch grip strength: Min 30N.
- Hand opening span: Min 95mm.
- Proportional speed control for varied grip speeds.
- Padded palm and thumb grips for precise handling.
- Built-in Bluetooth module.
- Fingers can move passively.

Finger tip force up to 36.6N
8-Glove: • Male/Female options. • 5 to 18 skin shades. High-temperature resistance, corrosion resistance, and easy to clean
9- Bluetooth Connectivity: May or may not have a built-in Bluetooth module for online trouble shooting and grip strength modification
10. Online Patient Monitoring System: Would be an added advantage if an independent troubleshooting and online patient monitoring system is installed, allowing the Social Service Department to monitor patient use
11. Socket Material: Light Weight Carbon Fibre Socket
OPTIONAL REQUIREMENTS, IF ANY
1-Wrist Rotation function
2-Wrist Flexion function
3-Passive thumb rotation
4-Battery power indicator or display
WARRANTY: Max Manufacturer Warranty to be mentioned with or without online support

Section V. Technical Specifications (Continued)

Technical Evaluation Criteria of Importers/Manufacturer of Myo-electric prosthesis

Product General Information	1	Ref. No. of item in BSDs	
	2	Name of Firm	
	3	Name of Item	
Importer, Manufacturer and Authorized Dealer Evaluation	4	Company Profile 05 Years of operations (From the Registration date of NTN / FBR). The Documents submitted in this criterion shall be in conformity with the criteria at S. No: 10	5
	5	Valid ISO 13485 certificate of the facility where the quoted product is manufactured issued by authorized body. (Duly attested by senior executive of the firm). Online verification link shall be provided	5
	6	Valid ISO 9001 certificate of the facility where the quoted product is manufactured issued by authorized body. (Duly attested by senior executive of the firm). Online verification link shall be provided	5
	8	Manufacturing Facility (Principal manufacturer/importer/Authorized Agent) The firm having manufacturing facility for required Myo-electric prosthesis	10
	9	Relevant Experience satisfactory performance certificate for firm / bidder not later than Five years for the quoted model or previously provided model of equipment from the public/Private sector institution of Pakistan duly signed and stamped by the procuring entity. Performance certificate shall be coupled with supply order / purchase order, Delivery Chalan, proof of payment and Goods Declaration/ contract agreement of quoted item from public/Private sector institution. Note: 05 Marks will be awarded for each performance certificate upto a maximum of 10 marks	10

	10	Valid documents of the Federal Board of Revenue (FBR) showing the total financial turnover of the firm for the last Five years. with the provision of Audit and Accounts for last three years (also to submit in technical bid)(mandatory) Maximum 04 marks shall be awarded in the following manner: (For Each additional year 02 marks will be awarded) 1). Financial turnover of PKR 50 to 200 million (02 marks) 2). Financial turnover of PKR 201 to 400 million (02 marks) 3). Financial turnover of PKR 401 million & above (02marks)	10
	11	1. Registered Engineer with PEC in electrical / electronics, biomedical / mechatronics / mechanical / industrial/ software. Pakistan Engineering Council (PEC) registration card of the engineer must be submitted. (Engineer Maximum 4 marks) 2. Registered Professionals for Allied Health Specialties in Physiotherapy /Nursing / biomedical. Registration certificate must be submitted. (2 marks for each certificate Maximum 4 marks) 3. Post Graduation in relevant field. (2 marks for each Engineer Maximum 2 marks)	10
	12	Company's Technical Profile in terms of the following 1. Troubleshooting and Online support system with monitoring application and real time update of the myo-electric prosthesis (03 Marks) i. List of related general tools available at workshop. Details shall be submitted with technical bid. (01 Marks) ii. Detail of Spare parts availability at workshop for the quoted items. Details shall be submitted with technical bid.(01 Marks)	5
	13	Physical demonstration of bionic devices	10
Product Evaluated Score	14		70
Total Technical Score	15		70

Passing Marks in technical evaluation shall be 45 out of 70

Financial Evaluation and Scoring System for Bids

(Maximum Allocable 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

Scoring Methodology:

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

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

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

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

Financial Evaluation Score of individual quoted Product:

= [Lowest quoted Price of the item ÷ Next higher proposed Price of the competing item] x
Total allocable financial score

Solved Example of Financial Scoring:

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

= $[86 \div 86] \times 30 = 30$ 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.

Section VI. Sample Forms

MANDATORY STANDARD FORMS (1 TO 5)

BID FORM 1: BID COVER SHEET

BID FORM 2: LETTER OF INTENTION

BID FORM 3: AFFIDAVIT

BID FORM 4: PRICE SCHEDULE FORMAT FOR FINANCIAL BID (To be submitted in separate sealed envelope)

BID FORM 5: INTEGRALITY PACTS

BID FORM 6: CONTRACT AGREEMENT (Template for information only, shall be signed with the successful Bidders only)

BID FORM 7: BANK GUARANTEE (Specimen)

Bid Form 1
BID COVER SHEET

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

S. No	Name of Bidding Firm	Details
1	Please indicate whether the firm is: a. Manufacturer b. Importer c. Authorized agent	
2	Please indicate the category/ies under which the Firm is applying for bidding	
3	Please provide names, attested copies of CNICs, two recent attested photographs, valid street addresses in Pakistan, all land line and mobile phone numbers of: a. Owner/Proprietor of the Firm. b. Managing Director / CEO of the Firm; c. Focal person officially made responsible and authorized by the Firm for day-to-day official Correspondence with SWD. (Please provide clear, legible and visible attested photocopies of all the requisite items mentioned items)	
4	Please provide the following valid information Regarding applicant Firm: Complete Street address of the: a. Head Office b. Main warehouse; and c. Valid & working official Landline Phone and d. Fax Numbers; and e. Mobile phone numbers of the Focal Person registered against his /her CNIC No. And name; and f. Valid and functional Email address; g. Official Website address /es .	
5	a. Please provide in original the bid security instrument along with the Financial Proposal in the sealed envelope in the form of valid Call Deposit Receipt / Bank Draft / Bank Guarantee @ 5% from a scheduled Bank of Pakistan in the name of Secretary Social Welfare Department, Govt. of Khyber Pakhtunkhwa, Peshawar. Non- provision of bid Security shall render the bid as non -responsive. b. 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 inside the sealed envelope of the financial bid except where flat rates in bid security have been demanded by the SWD.	
6	Please provide attested copies of the following Tax related mandatory documents: a. National Tax Number (NTN) of the Firm (FTN) for Income Tax	

	b. Last 05 years Income Tax Return of the Firm; c. Sales Tax Registration Certificate of the Firm; and d. Certificate of Professional Tax
7	In case of being manufacturer or its authorized agent, the Firm should provide attested copies of the following mandatory documents also: a. Duly attested copy of valid Certificate SECP,
8	In case of being importers or its authorized agent, the Firm should provide attested copies of the following mandatory document/s also: a. Valid Embassy Attested Authorization Certificate for the quoted item, duly attested by the Embassy
9	The bidding Firm shall also provide an Affidavit on Judicial Stamp Paper of the value of at least Rs. 100/- (Rs. One Hundred Only) for the following undertaking: I. I / We have carefully read the whole set of Bid solicitation Documents for this bidding competition and that I / We have fully understood and agree to all the provisions (including, but not limited to, those provided under ITB 11.5, 16.1 and 29.1 of the Bid Data Sheet), terms and conditions, evaluation criteria, mechanism of evaluation & selection of items for which the Firm has applied for competition; and II. I / We fully understand and agree that the bidding competition for which I / We have applied to enter in, shall be based on merit-based scoring system for the evaluation of technical bids which has inverse relationship with the rates quoted by the bidders in their financial bids submitted; and that in this situation, the lowest financial bid/s may or may not win the bidding competition; and III. I / we guarantee that the quoted items are, and shall be, freely available in the market of Pakistan;; and IV. I / We shall provide to the inspection team/s of expert/s authorized for the purpose by the Social Welfare Department Khyber Pakhtunkhwa; an uninterrupted and free access to all relevant documents, sections of the manufacturing facilities / unit, storage and warehousing facilities as well as any other area relevant, as deemed appropriate by the above-mentioned team for their purpose of visit/s. V. In case of any collusive, coercive, corrupt, obstructive, fraudulent practices and/or any act of misconduct by the bidding firm/focal person, in this bidding competition in relation to the decision making by the procuring entity, shall be liable to be proceeded under KPPRA Act 2012, Rules framed thereunder, and/or forfeiture of the bid security/performance guarantee of the bidding firm, and / or any other lawful action as deemed appropriate by the Government of Khyber Pakhtunkhwa, including that to be taken up with the DRAP or any other body / entity of the Federal Government; and VI. I / We have fully understood that the prosthesis shall be evaluated and examined by experts / consultants / end-users nominated by the PE i.e, Social Welfare Department, Khyber Pakhtunkhwa at its sole discretion; and that the Firm shall fully agree and abide by the decision / opinion, whatsoever, of the said expert/s regarding the selection, or otherwise, of the quoted item/s for purchase / rate contracting. VII. I / We also undertake that submission of any false/bogus/fake/forged/ fabricated/tampered document shall lead to disqualification of our firm from this bidding competition as well as to other lawful action/s to be taken by the concerned authorities. VIII. I / We have fully understood that no such documents shall be entertained by the Procuring Agency, which is issued after due date of Bid opening.
10	I certify and affirm that I have attached /provided all the requisite mandatory documents / information including Bids Security with this Bid and that I fully understand that any document if not provided / missing shall result in the disqualification and declaring my bid as ineligible and thus non-responsive. Signatures: Name: CNIC No. Designation: Address:

Bid Form 2

Letter of Intention

Bid Ref No.

Date of the Opening of Bids

Name of the Contract: {Add name. e.g., Procurement of Myo-electric prosthesis}

To:

[Name and address of Procuring Agency]

Dear Sir/Madam,

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 under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the financial bid are not more than a trade price & the prices are not more than the market rates.

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

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

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

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

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

Signed:

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

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

Bid Form 3

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

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

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

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

Signatures with Stamp:_____

Designation:_____

CNIC No._____

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

Bid Form 4

Note: This form is to be submitted in separate sealed envelope

Price Schedule format for Financial Bid of Procurement of Myo-electric prosthesis for the Financial Year 2024-25 &26

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

In case of difference in price in figures and words the prices quoted in words will be considered.

Bid Form 5

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

Declaration of Fees, Commission and Brokerage etc Payable by Manufacturers, Importers for the supply of Myo-Electric Prosthesis for the FY 2024-25 & 26.

In response to advertisement related to the bidding process / competition regarding procurement of myo-electric prosthesis for the Financial Year 2024-25 & 26 for the health facilities /institutions through SWD;

I, Mr. _____s/o _____bearing CNIC No. _____, And having the Designation of _____In Messrs. (M/S) [Name of Supplier] do hereby solemnly Affirm, declare and certify on behalf of M/S [Name of Supplier] that:

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

Signature with stamp:

Name:

Designation:

CNIC No:

Messr. [Name of Supplier]

Witness No. 1

Witness No. 2

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

RATE CONTRACT AGREEMENT (Template)

(For successful bidders on Judicial Stamp Paper of minimum Rs. 1000)

THIS RATE CONTRACT AGREEMENT is made and agreed today on day of [day], [Month], 2024-25 between the Government of Khyber Pakhtunkhwa Social Welfare Department (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.** [Name of Bidder] through Mr. **Designation**_____ **CNIC** **No.** _____(hereinafter referred to as the Supplier / Bidder 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 supply of (Name of equipment. Country of origin along with model at Rs.) (Hereinafter referred to as goods) for actual purchases of the selected and rate contracted goods to be made by the offices / officers of the Social Welfare Department, Government of Khyber Pakhtunkhwa (hereinafter called the Purchasing Agency or Purchasing Agencies where the context so admits); and

WHEREAS the Supplier declares that he is not a broker, middle-man, distributor but himself a Manufacturer and / or direct Importer of goods / or Authorized dealer of manufacturer and Importer for which he has won the bidding competition for supply of goods to the Procuring Agency throughout the province of Khyber Pakhtunkhwa (hereinafter referred to as the Province) to the Purchasing Agencies; and WHEREAS both the parties have agreed that the Purchasing Agencies in the Province shall purchase all or some or none of the goods, as of details given in the approved list of the items of this Contract Agreement, from the Supplier at the sole discretion of the individual Purchasing Agencies; and

WHEREAS the Supplier shall supply all the goods ordered by the Purchasing Agency to the latter in the quantity as mentioned in the supply order to be issued by the Purchasing Agency within the timeframe as mentioned in bidding Documents i.e., within 90 days from the date of issuance of supply order by the Purchasing Agency for items to be imported items while 60 daysfor locally manufactured items; 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 and also 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 the situation/s.
2. The Supplier shall supply the ordered goods to the Purchasing Agency exactly at the address of the official premises situated within the district of the official jurisdiction of the latter as given in the supply order issued to the former.
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 by the Purchasing Agency including any damage or untoward incidence, maintenance of required temperature and protection from light and other environmental conditions as well as other hazards that may possibly or potentially affect the safety, quality and efficacy of the supplied items.
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 Procuring Agency shall arrange to obtain sample/s from each supplier before Finalization of award with the successful bidder in each category.
6. The Supplier will arrange demo for the physical inspection to the Procuring Agency and shall bear the associated cost.
7. The Supplier will make necessary arrangements including on job training to the end user before release of final payment or damage liability period is over.
8. The Supplier will provide Service Manual, Circuit diagram and error logbook and operational Manual for the supplied goods. The successful bidders shall provide complete service manual and operation manual to the in charge of central workshop Peshawar and all regional workshops.
9. 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 country laws.

10. The Purchasing Agency shall recommend to the Procuring Agency for taking 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 like situation/s, which may include, but not limited to, blacklisting, forfeiture of earnest money and performance guarantee, etc.
11. 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:
12. The Procuring Agency or its representative shall have the right to inspect the manufacturing facility, premises, warehouse, godowns, laboratories etc. at any time during the financial year 2024-25 & 26 and/or till the execution of supply orders given under this contract agreement by Purchasing Agencies Khyber Pakhtunkhwa.
13. **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 2026**.
14. **PERFORMANCE GUARANTEE:** Upon receipt of supply order from the Purchasing Agency, 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 Purchasing Agencies till warranty period.
15. **WARRANTY:** The supplier shall provide warranty on prescribed form in Bidding Documents to the Purchasing Agency for each item supplied in response to supply orders. In order to safeguard the smooth running of the equipment, a second stage handing and taking over of the equipment will be mandatory after the expiry of the standard warranty mention in the bidding document. Also, they will hand the repair manuals/circuit, and any other i.e software and CD's/key required for the repair and maintenance of the equipment. During this second stage handed and taking over the workshop technical personal and end user must be present.
16. **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 complete supply of stock. The Supplier shall be bound to pay all sort of 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 / purchased item.
17. **FORCE MAJEURE:**
 - a. In case of the situation related to Force Majeure, the Supplier may inform the Procuring Agency and the Purchasing 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.
 - b. 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 good 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.
18. **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 Purchasing Agency, except in situation/s covered under clause 17 above, the following penalties shall be imposed by the Purchasing Agency upon the Supplier: For delay in supply from one day up to fifteen days, a lump sum penalty amounting to three percent (03%) of the total bid price of the total number of item/s supplied late shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Purchasing Agency. For delay in supply from sixteen days up to thirty days, a lump sum total penalty amounting to seven per cent (07%) of the total bid price of the total number of item/s supplied late shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the

Purchasing Agency. Upon delay in supply more than thirty days, the supply contract shall stand cancelled and the ten percent performance guarantee shall stand forfeited and Procuring Agency shall have the right, duty and authority to impose any or all of the below mentioned penalties; that is

- (i) Forfeiting the performance guarantee of the Supplier related to this contract agreement;
 - (ii) Immediately debarring the Supplier from future participation and business with the SWD or any other, project and / or Program under SWD directly or indirectly run or implemented by or through the Social Welfare Department;
 - (iii) Initiating the process for and recommending for blacklisting of the Supplier under the rules with the Agencies; and Proceeding for de-registration of the winning bidder under the relevant laws as well as further judicial proceedings, if the situation so warrants in the opinion of Procuring Agency.
19. 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 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.
20. 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 Dispute Resolution Committee under the chairmanship of Secretary Social Welfare Department Khyber Pakhtunkhwa. The decision of the Dispute Resolution Committee shall be final and binding upon both the parties and will not be challengeable in any court of law.

Signature: Secretary Social Welfare Khyber Pakhtunkhwa For and on behalf of Social Welfare Department, Government of Khyber Pakhtunkhwa, Peshawar	Signature: Name: Designation: CNIC No. Stamp: For and on behalf of the Bidder
WITNESS NO. 1 Authorized officer of Social Welfare Khyber Pakhtunkhwa, Peshawar	WITNESS NO. 2 Signature: Name: Father's Name: Address: CNIC No

Schedule -1

SOCIAL WELFARE DEPARTMENT GOVERNMENT OF KHYBER PAKHTUNKHWA, PESHAWAR

APPROVED MYO-ELECTRIC PROSTHESIS FOR THE FINANCIAL YEAR 2024-25 &26

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

BANK GUARANTEE (Specimen)

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

From: (Bank Name and complete address)

To: Secretary
 Social Welfare Department,
 Government of Khyber Pakhtunkhwa,
 Peshawar.

We “(Bank Name)” having its place of business at (Address of the Bank) and Head office (Address of the head office) (Hereinafter referred to as the Guarantor), understand that Name and Address of the Bidder (hereinafter referred to as the Customer/Bidder) as per requirement of Bid Solicitation Document (BSDs) for Procurement of myo-electric prosthesis for the Financial Year 2024-25 & 26, required to furnish a Bank Guarantee in respect of said BSDs for an amount of Rs. In figure /- (PKR in words) for (Name of the Customer/Bidder).

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

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

For and on behalf of (Bank Name)

Authorized Person Signature with Stamp/Seal