



GOVERNMENT OF KHYBER PAKHTUNKHWA
Elementary & Secondary Education Department
Actions to Strengthen Performance for Inclusive & Responsive
Education (ASPIRE)

Standard Bidding Document
For the procurement of

MHM Hygiene Kits

FY 2023-2024

Under

National Competitive Bidding (NCB)

December 2023

Preface

This Standard Bidding Document has been prepared by the Project Director, Action to Strengthen Performance for Inclusive & Responsive Education (ASPIRE), a World Bank funded program administered by Elementary & Secondary Education Department, Government of Khyber Pakhtunkhwa **MHM Hygiene KITS for Girls & Women** through National Competitive Bidding (NCB) of KPPRA Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014. The total cost is Rs. 50 Million.

In order to simplify the preparation of the standard bidding documents for each procurement, the said Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement.

Provisions which are intended to be used unchanged are in Part-One, which includes Instructions to Bidders (ITB) and General Conditions of Contract (GCC).

Part Two has five sections. Any amendment or variation in the Instructions to Bidders (ITB) and the General Conditions of Contract (GCC) in Part-I, regarding contract data and procurement specific provisions, will be carried out in Bid Data Sheet (BDS) & Special Conditions of Contract (SCC) respectively in Part-Two: Section-I which includes Invitation For Bid (IFB), Bid Data Sheet (BDS) & Special Conditions of Contract (SCC). Part-Two: Section-II includes Technical & Financial Evaluation Criteria for the bidder and the intended Goods. Part-Two: Section-III further includes Schedule of Requirements, Technical Specifications and Ancillary Services. Part-Two: Section-IV also contains standardized Sample Forms and Schedules to be submitted by the bidder.

Each section is prepared with notes *[in italics]* intended only as information for the Purchaser or the person drafting the bidding documents. They shall *not* be included in the final documents.

Part One.

FIXED CONDITIONS OF CONTRACT

1. Instructions to Bidders (ITB)
2. General Conditions of Contract (GCC)

Note: Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully for filling up the Bidding Documents properly in order to become responsive.

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Part-One

Instructions To Bidders (ITB)

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Instructions to Bidders (ITB)

Scope of Bid

1.1 The **Action to Strengthen Performance for Inclusive and Responsive Education (ASPIRE)** has approved annual work plan and an allocation from the Public Fund (Grant from Federal Government) in Pak rupees towards the cost of Procurement of MHM Kits for girls. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for Procurement of **Menstrual Hygiene Management** MHM Hygiene kits for eight lagging district girls FY 2023-24 with Bid Reference Number for the procurement activity as mentioned in **Bid Data Sheet (BDS)**.

1.2 Means of communication for the bidders will be true and original signed copies of documents and letters to be submitted either in person or through registered post/courier service with proof of receipt. Phone, fax, telex and email can be used only for information/inquiry purposes.

2. Source of Funds

2.1 The client as mentioned in the **Bid Data Sheet (BDS)**

3. Eligible Bidders

3.1 This Invitation for Bids (IFB) Procurement of **Menstrual Hygiene Management** MHM Hygiene kits for lagging districts specified under ASPIRE project girls FY 2023-24 is open to all eligible firms as mentioned in the **Bid Data Sheet (BDS)** and more specifically described in the Schedule of Requirement in Part-Two: Section-III of these Standard Bidding Documents.

3.2 Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in bidding.

3.3 The Importer must possess valid authorization from the Principal Manufacturer. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Bid Form 3B: Section IV of these Standard Bidding Documents to the effect that they are the Manufacturer of the required specifications of Goods.

3.4 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are **NOT ELIGIBLE**.

3.5 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser 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 these Standard Bidding Documents; or

(b) Submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 15.6 of these Standard Bidding documents. However, this does not limit the participation of subcontractors in more than one bid.

3.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4. Corruption and Fraud.

4.1 The Government of Khyber Pakhtunkhwa defines Corrupt and Fraudulent Practices as *“the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty”*

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

5. Eligible Goods and Services.

5.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of Khyber Pakhtunkhwa in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, installation, insurance, port releases, after sale service etc.

6. Cost of Bidding.

6.1 The Bidding Documents will be available from the date of publishing of the IFB and will be available up-to the period as mentioned in the **Bid Data Sheet**. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the

Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. Bidding for Selective Items.

7.1 A Bidder, if he so chooses, can bid for selective items in the list of goods provided for in the Schedule of Requirements

However, a Bidder cannot bid for partial quantities of an item in the Schedule of requirement.

The Bidding Procedure

8. The Governing Rules.

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

9. Applicable Bidding Procedure.

9.1 The bidding procedure is governed by Rule 06 sub-rule (2) KPPRA Rules, 2014. Bidders are advised also to refer to the **Bid Data Sheet (BDS)** to confirm the Bidding procedure applicable in the present bidding process.

9.2 The bidding procedure prescribed in the Bid Data Sheet is explained below:

Single Stage, Two Envelope Procedure (Rule 2(b) KPPRA 2014)

- i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the **Technical Proposal and the Financial Proposal**.
- ii) the envelopes shall be marked as **“TECHNICAL PROPOSAL”** and **“FINANCIAL PROPOSAL”** in bold and legible letters to avoid confusion.
- iii) Initially, only the envelope marked **“TECHNICAL PROPOSAL”** shall be opened; technical proposal is to determine the technical strength and consideration of the illegibility of the firm for the bidding process, which is to be carried out before the opening of the financial bids.
- iv) the envelope marked as **“FINANCIAL PROPOSAL”** shall be retained in the custody of Procuring Entity without being opened.
- v) the Procuring Entity shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements.
- vi) during the technical evaluation no amendments in the technical proposal shall be permitted.
- vii) the financial proposals of bids shall be opened publicly at a time, date, and venue to be announced and communicated to the Bidders in advance.
- viii) After the evaluation and approval of the technical proposal the Procuring Entity shall at a time within the bid validity period,

publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders; and

- ix) The bid found to be the best evaluated having lowest price shall be accepted

The Bidding Documents

10. Contents of the Bidding Documents

10.1 The goods required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- (a) Instructions to Bidders (ITB)
- (b) Bid Data Sheet (BDS)
- (c) General Conditions of Contract (GCC)
- (d) Special Conditions of Contract (SCC)
- (e) Evaluation Criteria
- (f) List of Required Items & its specifications
- (g) Schedule of Requirements
- (h) Distribution Plan
- (i) Technical Specifications/Sample Size& Ancillary Services
- (j) Sample Forms & Schedules

10.2 The “Invitation For Bids (IFB)” is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

10.3 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 shall be at the Bidder’s risk and may result in the rejection of its bid.

11. Clarification(s) on Bidding Documents.

11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Entity in writing at the Procuring Entity’s address indicated in the **Bid Data Sheet (BDS)**. The Procuring Entity shall respond in writing to any request for clarification(s) of the bidding documents, which it receives not later than five (05) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Entity’s response (including an explanation of the query but without

identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

12. Amendment(s) to the Bidding Documents.

12.1 At any time prior to the deadline for submission of bids, the Procuring Entity, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, whether in a Pre-Bid Meeting to be held on a date specified in the **Bid Data Sheet (BDS)** may modify the Bidding Documents by amendment(s).

12.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, e-mail or fax, and shall be binding on them.

12.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Entity, at its discretion, may extend the deadline for the submission of bids.

Preparation of Bids

13. Language of Bids.

13.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, and submissions shall be written in English. 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 English, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

14. Documents comprising the Bids.

14.1 The Bid shall comprise of the Bid Forms of this Bidding Document and all those ancillary documentations that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.

14.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics as specified in the **Bid Data Sheet (BDS)**, ancillary services that the bidder is willing or required to provide along with the proposed price.

15. Bid Price.

15.1 The Bidder shall indicate on the appropriate form prescribed in this Bidding Document the unit prices and total bid price of the goods; it proposes to supply under the Contract.

15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red/yellow marker.

15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Part-Two: Section III of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

15.4 The Bidder is required to offer a competitive price which must include all the taxes, levies, duties, prescribed price, and any other price as mentioned in the **Bid Data Sheet (BDS)** where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties, etc.

15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Entity.

15.6 Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers shall straightaway be rejected. Conditional or alternate offer shall also be considered as non-responsive Bid.

15.7 While making a price quote, trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

16. Bid Currencies.

16.1 Prices shall be quoted in the currency as mentioned in the **Bid Data Sheet**.

17. Samples.

17.1 The Bidder shall provide samples of quoted goods along-with the bid at his own cost and in a quantity prescribed by the Procuring Entity in Part-Two: Section III of these Standard Bidding Documents.

18. Documentation on Eligibility of Bidders.

18.1 Bidder shall furnish, as part of its bid, the Bid Form provided in Part-Two: Section IV of the Standard Bidding Documents as specified in the **Bid Data Sheet (BDS)**, establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

18.2 Technical Bid Proformas provided in Part-Two: Section IV of the Standard Bidding Documents for the preparation of Technical Bids by the bidder to be submitted with quotations as specified in **Bid data Sheet (BDS)**.

18.3 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Entity's satisfaction that the Bidder, at the

time of submission of its bid, is an eligible bidder as defined under ITB Clause 3 of these Standard Bidding documents above.

19. Documentation on Eligibility of Goods.

19.1 The Bidder shall furnish, as part of its bid the Bid Form provided as in Part-Two: Section IV of these Standard Bidding Documents as specified in the **Bid Data Sheet (BDS)**, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

20. Bid Security.

20.1 The Bidder shall furnish, as part of its bid, a Bid Security to the extent of a percentage (05%) of the total bid value as mentioned in the Bid **Data Sheet (BDS)**. Unsuccessful bidder's bid security shall be discharged or returned soon after announcement of the successful bids.

20.2 The successful Bidder's bid security shall be discharged upon signing of contract and furnishing the Performance Security/Guarantee.

20.3 The bid Security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity.

Or

(b) in the case of a successful Bidder if the Bidder fails to sign the Contract or fails to provide a Performance Security/Guarantee for the duration of the contract.

21. Bid Validity.

21.1 Bids shall remain valid for the period identified in the **Bid Data Sheet (BDS)** after the date of opening of technical bid prescribed by the Procuring Entity. A bid valid for a period shorter than the one prescribed in the Bid Data Sheet (BDS), shall be rejected, by the Procuring Entity as non-responsive

21.2 The Procuring Entity shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

21.3 Bidders who,-

(a) agree to the Procuring Entity's request for extension of bid validity period shall not be permitted to change the substance of their bids; and

- (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

22. Format and Signing of Bids.

22.1 The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.

22.2 The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding document. In an event where the Bidder has downloaded the bidding document from the web, they will require to get the original payment receipt of the prescribed fee from the Procuring Entity well before the date of submission of bid.

22.3 The original 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. The person or persons signing the bid shall initial all pages of the bid form.

22.4 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

22.5 Any tampering, illegitimate inclusion or exclusion in any part of the Standard Bidding Documents shall lead to disqualification of the bidder.

Submission of Bids

23. Sealing and Marking of Bids.

23.1 The envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal both the proposals/bids in separate envelopes. The said two envelopes shall then be sealed in an outer envelope.

23.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring Entity at the address given in the Invitation for Bids; and
- (b) bid Reference No. Indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” the time and the date specified in the **Bid Data Sheet (BDS)** for opening of Bids.

23.3 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 as “**non-responsive**” or “**late**”.

23.4 If the outer as well as inner envelope is not sealed and marked as required by the ITB Clauses 23.1 to 23.3 above the Procuring Entity shall assume no responsibility for the bid's misplacement or premature opening.

24. **Deadline for Submission of Bids**

24.1 Bids must be submitted by the Bidder and received by the Procuring Entity at the address on the time and date specified in the **Bid Data Sheet (BDS)**. Bids received **later than the time and date specified in the Bid Data Sheet will stand summarily rejected.**

24.2 The Procuring Entity may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. **Late Bids**

25.1 Any bid received by the Procuring Entity after the deadline for submission of bids prescribed by the Procuring Entity pursuant to ITB Clause 24 shall be rejected and returned unopened to the Bidder.

26. **Withdrawal of Bids**

26.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for opening of bids.

26.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 20 above.

Opening and Evaluation of Bids

27. **Opening of Bids by the Procuring Entity.**

27.1 All bids received, shall be opened by the Procuring Entity publicly in the presence of the Bidders or their representatives on the date, time and venue prescribed in the **Bid Data Sheet**.

27.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the **Bid Data Sheet** and elaborated in ITB Clause 9 above.

27.3 All Bidders in attendance shall sign an attendance sheet.

27.4 The Purchaser shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, category tendered for, any discounts, any bid modifications or withdrawal, the presence or absence of requisite bid security, unit as well as total bid price and

such other details as the Purchaser, at its discretion, may consider appropriate if not in conflict with the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 specifically Rule 37.

27.5 The Procuring Entity shall have the minutes of the Bid opening (technical and when applicable financial) recorded.

27.6 No bid shall be rejected at technical proposal/bid opening, except for late bids, which shall be returned unopened to the Bidder

27.7 The financial bids found having without Bid Security shall also be returned unannounced to the Bidders. However, prior to return to the Bidder, the Chairman of the Purchase/ Procurement Committee shall record a statement giving reasons for return of such bid(s).

28. Clarification of Bids.

28.1 During evaluation of the bids, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its bid. The 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.

29. Preliminary Examination.

29.1 The Procuring Entity shall 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.

29.2 In the financial bids the arithmetical errors shall be rectified on the following basis.

- a) 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.
- b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.

29.3 The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

29.4 Prior to the detailed evaluation, the Procuring Entity shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, 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 Applicable Laws, Taxes, strep code fee & Duties and internationally recognized best practices shall be deemed to be a material deviation for technical proposals and Bid Security for financial proposals. The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

29.5 If a bid is not substantially responsive, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

30. Evaluation of Bids.

30.1 The Procuring Entity shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.

30.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these Standard Bidding Documents (SBDs).

30.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.

30.4 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.

31. Qualification of Bidder

31.1 The Procuring Entity, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacities, may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.

31.2 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.

31.3 The Procuring Entity shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.

31.4 The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an

examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Entity deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Entity may inspect the manufacturing plant/ production capacity/ warehousing system/ practices by a team of experts for assessment, if it deems necessary.

31.5 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Entity shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

31.6 The Procuring Entity shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification, as Bidder was false and materially inaccurate or incomplete.

45. Announcement of Evaluation Report

45.1 The Purchaser may announce the results of the bid evaluation in form of a report through its website or display on office notice board, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

47. Rejection of Bids

47.1 The Procuring Entity may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Entity shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

47.2 The Procuring Entity incurs no liability, solely by virtue of its invoking ITB Clause 32.1 above towards Bidders who have submitted bids.

47.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

48. Re-Bidding

48.1 If the procurement entity has rejected all bids under Rule 47, it may call for a re-bidding. Khyber Pakhtunkhwa Public Procurement of goods works & services rules 2014 (Rule-48).

48.2 The Procuring Entity before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

49. Contacting the Procuring Entity.

49.1 Subject to ITB Clause 28 above, no Bidder shall contact the Procuring Entity on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Entity, it should do so in writing.

49.2 Any effort by a Bidder to influence the Procuring Entity in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

Award of Contract**50. Acceptance of Bid and Award Criteria.**

The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Part-Two: Section II of these Standard Bidding Documents and having the lowest evaluated responsive bid, if not in conflict with any other law, rules, regulations or policy of the Government of Khyber Pakhtunkhwa, shall be awarded the Contract, within the original or extended period of bid validity.

51. Procuring Entity's Right to vary quantities at the time of Award.

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

52. Notification of Award.

- I. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify to the successful Bidder in writing that its bid has been accepted Rule 46 in conformity with provision of section 31 of the act in these rules.
- II. The notification of award shall constitute the formation of the Contract between the Procuring Entity and the successful Bidder.
- III. The enforcement of the Contract shall be governed by Rule 50 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014

53. Limitation on Negotiations.

I. Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder, but only to minor technical, contractual or logistical details.

II. Negotiations may relate to the following areas; (the list is being provided as guidance only and under no circumstances be treated as exhaustive and final):

- minor alterations to technical details, such as the scope of work, the specification or drawings;
- minor amendments to the Special Conditions of Contract;
- finalization of payment schedule and ancillary details;
- mobilization arrangements;
- agreements on final delivery or completion schedules to accommodate any changes required by the Procuring Entity;
- the proposed methodology or staffing;
- inputs required from the Procuring Entity;
- clarifying details that were not apparent or could not be finalized at the time of bidding;
- The Bidder's tax liability in Pakistan, if the Bidder is a foreign company.

54. Negotiations shall not be used to:

- substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the Bidder or the performance of the goods;
 - substantially alter the terms and conditions of Contract;
 - reduce unit rates or reimbursable costs;
 - substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or proposals
- alter the submitted financial bid

55. Signing of Contract.

I. After the completion of the Contract Negotiations the Purchaser shall send the Bidder the Contract Agreement Form provided in Part-Two: Section IV of these Standard Bidding Documents, incorporating all agreements between the Parties.

II. Within ONE week of receipt of the Contract Agreement Form, the successful Bidder and the Purchaser shall sign the Contract in accordance with the legal requirements in vogue.

III. Unless the procurement contract has already entered into force, a contractor or supplier feeling aggrieved by the order of a Purchaser accepting a bid may file an application for review.

IV If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently. In such situation the Purchaser may award the contract to the next lowest evaluated Bidder or call for new bids.

V. The Contract shall become effective upon affixation of signature of the Purchaser and the selected Bidder on the Contract document, and shall be governed for the period specified in the **Bid Data Sheet (BDS)** and by the terms and conditions mutually agreed in the contract.

56. Performance Guarantee.

I. On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee for a percentage amount (10% of the total items' quoted price which can also be in the form of (8+2)) Rule 21 of Khyber Pakhtunkhwa Public Procurement of goods, works & services rules 2014 as specified in the **Bid Data Sheet (BDS)**, on the Form and in the mannered prescribed by the Procuring Entity in Part-Two: Section-IV of these Standard Bidding Documents.

II. The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee.

III. Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Entity may award the contract to the next lowest evaluated bidder or call for new bid.

Part-One

General Conditions of Contract (GCC)

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General Conditions of Contract (GCC)

<p>1. Definitions</p>	<p>1.1</p>	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> (a) “The Contract” means the agreement entered into between the Purchaser (provincial or district Health departments, or Vertical Programs) and the Supplier, as recorded in the Agreement 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 those supplies which the Supplier is required to supply to the Purchaser under the Contract. (d) “The Services” means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the government of Khyber Pakhtunkhwa, transportation of goods up-to the desired destinations, installation 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 Special Conditions of the Contract. (g) “The Purchaser” means the Client as mentioned in the SCC. (h) “The Supplier” means the individual or firm supplying the goods under this Contract. (i) “Day” means calendar day.
<p>2. Application</p>	<p>2.1</p>	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract</p>
<p>3. Source of Import</p>	<p>3.1</p>	<p>All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services. The successful bidder has to provide import documents of the deliverables.</p>

	3.2	For purposes of this clause, “origin” means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.
4. Standards	4.1	The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
	4.2	In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
5. Use of Contract Documents and Information.	5.1	The Supplier shall not, without the Purchaser’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 Purchaser 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 Purchaser’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 Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.
	5.4	The Supplier shall permit the Purchaser to inspect the Supplier’s accounts and records relating to the performance of the Supplier.
6. Patent Rights	6.1	The Supplier shall indemnify the Purchaser 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 country.
7. Performance Security	7.1	Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.

	7.3	<p>The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:</p> <p>(a) a Bank Guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country on behalf of the Supplier, in the form provided in the bidding documents or another form acceptable to the Purchaser; or</p> <p>(b) a cashier's or certified check.</p> <p>(c) Insurance guarantee in pursuance of KPPRA SRO No. (15)/Vol: 1-25/2022-23 dated 22/08/2022</p>
	7.4	<p>The performance security will be discharged by the Purchaser 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.</p>
8. Submission of Samples		<p>Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.</p>
9. Ensuring storage arrangements		<p>To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least One (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.</p>
10. Inspections and Tests	10.1	<p>The Purchaser or its representative shall have the right to inspect and/or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.</p>
	10.2	<p>All costs associated with testing shall be borne by the Supplier.</p>
	10.3	<p>The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of</p>

		Supply or manufacturing.
	10.4	Nothing in GCC Clause 10 shall in any way release the Supplier from any warranty or other obligations under this Contract.
11. Packing	11.1	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.
12. Delivery and Documents	12.1	The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
	12.2	The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
	12.3	The Goods, supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the buyer after the Goods have been delivered.
13. Insurance		The supplier shall be solely responsible for Insurance of the Goods subject to the contract.
14. Transportation	14.1	The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
	14.2	All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.
15. Incidental Services		The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.

16. Spare Parts		<p>As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(c) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</p> <p>(d) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
17. Warranty	17.1	All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC .
	17.2	The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
18. Payment	18.1	The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed in SCC and annexed to this contract.
	18.2	The currency of payment shall be Pakistan Rupee.
19. Prices		Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.
20. Change Orders	20.1	<p>The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 33 for notices, make changes within the general scope of the Contract in any one or more of the following:</p> <p>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</p> <p>(b) the method of shipment or packing;</p> <p>(c) the place of delivery; and/or</p> <p>(d) the Services to be provided by the Supplier.</p>

	20.2	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 Purchaser's change order.
21. Contract Amendments		No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
22. Assignment		The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
23. Subcontracts		The Supplier shall not be allowed to sublet and award subcontracts under this Contract.
24. Delays in the Supplier's Performance	24.1	Delivery of the goods shall be made by the Supplier in accordance with the time schedule/supply schedule prescribed by the Purchaser in the Schedule of Requirements.
	24.2	If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods; the Supplier shall promptly notify the Purchaser 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 Purchaser 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 an amendment to the Contract.
25. Liquidated Damages & Penalties	24.3	<p>Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.</p> <p>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 Purchaser 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 Purchaser may consider termination of the Contract pursuant to GCC Clause 26.</p> <p>Applicable rate for penalties in case of a breach of contract by the supplier regarding delivery of Goods is specified in the Supply Schedule in Part-II: Section-III.</p>

<p>26. Termination for Default</p>		<p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> (a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract and subsequent purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 24; or (b) if the Supplier fails to perform any other obligation(s) under the Contract. (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this clause Corrupt and fraudulent practices means:</p> <p><i>the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty."</i></p>
<p>27. Force Majeure</p>	<p>27.1</p>	<p>Notwithstanding the provisions of GCC Clauses 24, 25 & 26, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.</p>

	27.2	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of purchase order under the Contract and inform the Supplier of its findings promptly.
	27.3	Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
28. Termination for Insolvency		The Purchaser may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.
29. Termination for Convenience	29.1	The Purchaser, 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	29.2	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 Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: <ul style="list-style-type: none"> (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.
30. Arbitration and Resolution of Disputes	30.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

	30.2	If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
	30.3	In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time) in a court of relevant jurisdiction as mentioned in the SCC .
31. Governing Language		The Contract shall be written in English language. Subject to GCC Clause 32, 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 English.
32. Applicable Law		This Contract shall be governed by the Laws of Pakistan, and the courts of Pakistan shall have exclusive jurisdiction.
33. Notices	33.1	Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC .
	33.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
34. Taxes, Duties & Levies	34.1	All taxation, duties and levies etc., whether International, Federal, Provincial or Local, shall be borne by the Supplier.

PART-TWO

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INVITATION FOR BIDS

1. Project Director, Action to Strengthen Performance for Inclusive & Responsive Education (ASPIRE), a program administered by Elementary & Secondary Education Department, Government of Khyber Pakhtunkhwa, invites sealed bids under National Competitive Bidding (NCB) from well-reputed manufacturers, or from their authorized dealers duly registered with income and sales tax authorities for **supply of MHM kits for girls.**
2. Bidding shall be conducted through Single Stage-Single Envelopes Bidding Procedure as per KPPRA Rules-2014.
3. Bidding documents, detailed description, and quantities of items, can be obtained from the office of the undersigned during office hours till 26/12/2023 against the non-refundable payment of Pak Rupees two thousand (Rs. 2000/-PKR). The Bidding Documents can also be downloaded from the following official website of Elementary & Secondary Education Department, Khyber Pakhtunkhwa www.gov.esed.pk and KPPRA official website www.gov.kppra.pk
4. The bids shall reach the Office of the undersigned through registered Dak or Courier Services on or before 26/12/2023 at 11.00AM. The bids shall be opened on the same day by the Procurement committee in the presence of Representatives of the bidders who chose to attend at 11:30 AM in the office of the undersigned. Bid submitted after due date & time shall not be entertained.
5. The bid must be accompanied with Bid Security @ 5% of the bid value in the shape of Demand Draft (DD) or Call Deposit Receipt (CDR) in the name of the undersigned.
6. Bids/Rates shall be quoted in Pak Rupees and on FOR basis inclusive taxes where applicable.
7. All bidders are required to be registered with the Khyber Pakhtunkhwa Revenue authority, established under the Khyber Pakhtunkhwa Finance Act, 2013 (Khyber Pakhtunkhwa Act No. XXI of 2013), for works, consulting and non-consulting services as listed in schedule-II of the Act *ibid*).
8. Bidders are required to offer most competitive lowest rate of their items inclusive of all the taxes, as negotiations on quoted rates are not allowed under the rules. The bid must be valid up to 90 days from date of opening of the bid.

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

**Project Director, ASPIRE
E&SE Department
Civil Secretariat, Peshawar
Contact No. 091-9213995/9210049**

Part-Two

Section I: Procurement Specific Provisions

Bid Data Sheet

ITB Ref	Description	Detail
ITB Clause 1.1	Bid reference number	IFB No. ASPIRE/AWP-MHM/23
ITB Clause 2.1	Name of Client & source of funds	<i>Project Director ASPIRE, Elementary & Secondary Education Department, Govt Of KP</i>
ITB Clause 3.1	Name of Goods	Procurement of <u>MHM Hygiene KITS</u>
ITB Clause 3.2	Qualification requirements for eligible bidders	Manufacturer/Importer/Authorized Dealer/Sole Distributor
ITB Clause 6.1	Commencement date of provision of Bidding Document	From the date of publication of NIT
ITB Clause 6.1	Closing date of issuance of Bid documents	24-12-2023
ITB Clause 7	Bidding for equipment	List attached
ITB Clause 9.1	Bidding procedure	Single Stage–Two Envelopes bidding procedure as per KPPRA Rules 2014
ITB Clause 9.2	Method of determining Lowest evaluated Bidder	Best evaluated bid
ITB Clause 11.1	Clarification(s) on Bidding Documents	Deputy Director (Planning & Finance), ASPIRE, GoKP
ITB Clause 12	Pre-Bid meeting date, time and venue	00/00/00
ITB Clause 13	Language of bid	English
ITB Clause 14.2	Specific Description of Goods in the Bidding Documents	List attached
ITB Clause 15.4	Bid Price	Bid Price shall be inclusive of all duties, taxes& levies.
ITB Clause 16	Currency of Bid	PKR
ITB Clause 18	Name of the Bid Form (Primary documents)	BID COVER SHEET BID FORM 1: Letter of Intention BID FORM 2: Affidavit BID FORM 3(A): Eligibility of the Bidders & Goods BID FORM 3(B): Manufacturer's Authorization BID FORM 4: Firm's Past Performance BID FORM 5: Price Schedule BID FORM 6: Performance Guarantee

ITB Clause 18.2	Technical Bid Proforma	List attached
ITB Clause 20	Amount of Bid Security / Earnest Money	The Bidder shall furnish, as part of its bid, a Bid Security equivalent to <u>5%</u> of the bid price in the name of Project Director ASPIRE
ITB Clause 21	Bid validity period	90 days from the date of bid opening
ITB Clause 24	Last date and time for the receipt of bidding document	December 04, 2023 11:00 AM
ITB Clause 27	Date, time and venue of opening of technical bids	December 04, 2023 11:30 AM Office of Project Director ASPIRE O/O Additional Secretary (General), Elementary & Secondary Education Department, Civil Sectt. Peshawar
ITB Clause 40.5	Duration of Contract	30 days
ITB Clause 41.1	Performance Guaranty / Performance Security	The Performance Security shall be 10% of the total contract price quoted in the form of Bank Guarantee/CDR/ Insurance guarantee in pursuance of KPPRA SRO No. (15)/Vol: 1-25/2022-23 dated 22/08/2022 shall be submitted in the name of Project Director, ASPIRE

Part-Two
Procurement Specific Provisions

Section I:

Special Conditions of Contract

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Special Conditions of Contract

The following Special Conditions of Contract shall supplement 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: **List Attached**

GCC 1.1 (g)—The Purchaser is: **Project Director, ASPIRE, GoKP, Peshawar**

GCC 1.1 (h)—The Supplier is: _____

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in **Part Two: Section V** of the Standard Bidding Documents, “Eligibility for the Provisions of Goods, Works, and Services.”

3. Standards (GCC Clause 4)

GCC 4.1—The quoted product, at the time of delivery, shall conform to the standards as prescribed in the Technical Evaluation Criteria. The said conformance shall lead to subsequent issuance of the Acceptance Certificate to the Supplier by the Purchaser.

4. Performance Security (GCC Clause 7)

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

[The following provision shall be used in the case of Goods having warranty obligations.]

GCC 7.4—After delivery and acceptance of the Goods, the Performance Security shall be returned after successful completion of the contract in accordance with Warranty Clause GCC 17.1.

5. Inspections and Tests (GCC Clause 10)

GCC 10.3—Inspection and tests of goods/shipment of Goods and at final acceptance are as follows: **Final Acceptance by the approving authority on recommendation of Procurement Committee in light of Rule 46 of KPPRA Rules 2014.**

6. Packing (GCC Clause 11)

Applicable as required by the Procuring Entity

7. Delivery and Documents (GCC Clause 12)

GCC Clause 12.1—Delivery of the intended items in the destination as desired by Project Director, ASPIRE at the time of contract award as per advertised eight districts shall be made within **30 Days** from the issuance of supply order.

GCC 12.2—*In case of Import or as required otherwise, upon shipment, the Supplier shall notify the Purchaser 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 Purchaser:*

- (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 non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) inspection certificate, issued by the nominated inspection Entity, and the Supplier's factory inspection report; and
- (vii) certificate of origin.

GCC 12.2—*Applicable Delivery Mode: **Delivered Duty Paid (DDP) of Incoterms 2011***

8. Insurance (GCC Clause 13)

GCC 13.1— The Goods supplied under the Contract shall be **Delivered Duty Paid (DDP)** under which all the risk is transferred to the buyer / concerned Institution only after the intended goods have been delivered to their desired destination. Hence insurance coverage is seller's responsibility for arranging appropriate coverage.

9. Spare Parts (GCC Clause 16)

Not Applicable

10. Warranty (GCC Clause 17)

GCC 17.2—**Warranty one year for replacement.** The Supplier shall, in addition, comply with the guarantees associated with the performance and/or conformance specifications 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 / conformance tests in accordance with GCC Clause 10,

or

- (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be @ 0.02% per Month Maximum upto 5% of the total contract price.

11. Payment (GCC Clause 18)

GCC 18.1- The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Payment shall be made in **Pak. Rupees** through **crossed cheque** in the following manner:

100 percent of the Contract Price of the Goods shall be *paid to supplier within **thirty (30) days after delivery & inspection by the Inspection Committee of intended goods at destination*** upon submission of documents specified in GCC Clause 12.

100% payment shall be made as a one-time payment after the delivery, installation, inspection and Acceptance Certificate issued by the Client.

12. Liquidated Damages (GCC Clause 25)

GCC 25.1—Applicable rate: **@ 0.02% per Month Maximum up to 5% of the total contract price.**

13. Disputes Resolution (GCC Clause 31)

GCC 31.3- The dispute resolution mechanism to be applied pursuant to GCC Clause 31.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with **The Arbitration Act 1940**. The jurisdiction of Court shall be of **Peshawar, Khyber Pakhtunkhwa**.

14. Governing Language (GCC Clause 31)

GCC 31.1—The Governing Language shall be: **English**

15. Applicable Law (GCC Clause 32)

GCC 32.1-The Contract shall be interpreted in accordance with the laws of Provincial (Khyber Pakhtunkhwa) & National (Islamic Republic of Pakistan), which includes the following legislation:

- **Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014**
- **The Arbitration Act 1940**
- **The Contract Act 1876**
- **The Employment of Children (ECA) Act 1991**
- **The Bonded Labour System (Abolition) Act of 1992**
- **The Factories Act 1934**

16. Notices (GCC Clause 33)

GCC 33.1—Purchaser's address for notice purposes:

(Office of the Project Director, ASPIRE, E&SED GoKP)

Supplier's address for notice purposes: _____

17. Duties, Taxes & Levies (GCC clause 34)

The Unit price quoted by the bidder shall be: **inclusive** of all duties, taxes & levies.

Qualification Criteria

Following are mandatory requirements for qualification of participating bidder

- I. Proof of being registered with Income tax & Sales tax dept.
- II. Affidavit stating that firm is not blacklisted by any government/semi- government/ autonomous bodies
- III. Proof of being Manufacturer or authorized dealer or sole distributor

Evaluation Criteria

S. No.	Parameters	Detail	Max. Total Marks	Remarks						
1.	Fully functional Head office/Branch office	Head office at National level: 05 Branch Office at Peshawar: 05	10	Affidavit on the firm pad exhibiting the address & contact numbers						
2.	Past Performance (As per number of supply order s in the same category) in public sector	06 marks for each supply order (Not more than five supply orders shall be considered for this marks allocation not below the amount of Rs. 8 Million)	30	Satisfaction certificate from the Client for each assignment must be attached.						
3.	Core Experience	Experience with UNFPA or UNICEF or any autonomous or private sector registered with Government in supply of MHM Kits. (Not more than three supply orders be considered for marks allocation in this category/section (10 number each)	30	Copy of supply order must be attached not below the amount of 8 Million						
4.	Financial Status	<table border="1" style="width: 100%;"> <tr> <td style="width: 5%;">i</td> <td>Income Tax Return (Last three year) Min: 10 M (04 No)</td> </tr> <tr> <td>ii</td> <td>Sales Tax Return cum Challan (Last paid) (03 No)</td> </tr> <tr> <td>iii</td> <td>Bank statements of the last three (03) years duly attested by Bank: Min 10M Last year audit report/balance sheet attested by Chartered Accountant: Min: 10M (03 No)</td> </tr> </table>	i	Income Tax Return (Last three year) Min: 10 M (04 No)	ii	Sales Tax Return cum Challan (Last paid) (03 No)	iii	Bank statements of the last three (03) years duly attested by Bank: Min 10M Last year audit report/balance sheet attested by Chartered Accountant: Min: 10M (03 No)	10	Chief executive of the firm must attest documents. 03 marks for each year (Indicate cost/value of supply order)
i	Income Tax Return (Last three year) Min: 10 M (04 No)									
ii	Sales Tax Return cum Challan (Last paid) (03 No)									
iii	Bank statements of the last three (03) years duly attested by Bank: Min 10M Last year audit report/balance sheet attested by Chartered Accountant: Min: 10M (03 No)									
5.	Valid ISO Certification	<table border="1" style="width: 100%;"> <tr> <td style="width: 5%;">i</td> <td>9001 (QMS) Quality Management System certificate</td> </tr> <tr> <td>ii</td> <td>14001 (EMS) Environmental Management System</td> </tr> <tr> <td>iii</td> <td>ISO 45001 (OHSM) Occupational Health & Safety Management</td> </tr> </table>	i	9001 (QMS) Quality Management System certificate	ii	14001 (EMS) Environmental Management System	iii	ISO 45001 (OHSM) Occupational Health & Safety Management	15	5 marks for each certificate. Documents must be attested by chief executive of the firm
i	9001 (QMS) Quality Management System certificate									
ii	14001 (EMS) Environmental Management System									
iii	ISO 45001 (OHSM) Occupational Health & Safety Management									
6.	Brochure of the quoted items/products		05	Firm must provide brochure of the items and in case of any non-provision equal marks shall be deducted in this category						

Total Marks 70

The bidders achieving a minimum of **70** marks (i.e. 70%) out of 100 marks in the Technical Evaluation will be declared technically qualified. Financial bids of only technically qualified bidders will be opened publicly at the time to be announced by the Procuring Entity. The Financial Bids of technically disqualified bidders will be returned un-opened to the respective Bidders. Merit point system on the basis of 70:30 will be used and contract will be awarded to best-evaluated bid i.e. the lowest financial bid amongst technically responsive bids.

Note: The Procuring Entity reserve the rights to carry out post qualification of all claims and experiences submitted by the bidder for determining the responsiveness and to check the score awarded with evidence. The evaluation team will visit the Bidder's premises / warehouse of the bidders by the team of experts to verify the information / details mentioned by the bidders; if deems necessary.

SECTION-III

1. Statement of Requirements

- **Supply Schedule**

2. Technical Specifications & Ancillary Services

Section III. Statement of Requirements

SOR & Specifications

1. SPECIFICATION OF HYGIENE KITS

S.No	Items	Description
	General Information and Description	<p>The Hygiene kits comprising various items pertaining to personnel hygiene and will be suitable for a family of 6 people. The technical specification of this kits are generic, ensuring that the product in the kits can be provided / manufactured by different suppliers in the country with the common technical know-how and standard items from the local industry.</p> <p>According to its design, Hygiene kits should comply with all the technical requirements, criteria and parameters described in this document.</p>
	Material	The kit items shall be manufactured locally in Pakistan, however, items manufactured by some other countries will also be accepted.
	Composition of the kit	<ol style="list-style-type: none"> a. 1 x Towel-Cotton material of size 2 x 4 Feet(Pak/China made) b. 2 x Towel(Medium)- Cotton material of size 1.5 x3feet(Pak/China made) c. 3 x Toothpaste with tooth brushes (Medium)- Minimum 100 grams d. 2 x Antibacterial liquid Soap (250 ml) preferably safeguard, Dettol, lifebuoy or equivalent e. 2 x Soap (Dish wash 215 grams) f. 2 x Laundry Soap-250 grams g. 1 x Nail Cutter-Stainless steel(Pak/China made) h. 1 x Wipes packet(25 cloth wipes) i. 3 x Cotton Roll(400 gms) j. 6 x Gauze pieces – sterilized k. 6 x disposable razors / shavers with a plastic handle in with strength rubbing foiling in a pack l. 2 x roll of environmentally friendly toilet papers m. 7 x Sanitary pads (Any good brand

		<p>n. 3 x panty (medium size) in best quality.</p> <p>o. 1 x Large comb(anti lice) with wide spikes (womenstyle)</p> <p>p. 1 x Small plastic comb with small plastic spikes(men style)</p> <p>q. 1 x Liquid Mosquito repellent (25 ml).</p> <p><i>(clear and visible manufacturing and expiry dates must be printed on items such as soaps, mosquito repellent, wipes, toothpaste etc. ((items with shorts expiry dates will not be accepted)</i></p>
	Packing	<p>All items to be packed in one master bag made of parachute cloth (green or blue color). Content to be securely packed, preventing any damage or goods dispersion in the carton. Toothpaste tubes to be properly sealed. Set the packed and the net weights within the allowed tolerances, as per define in the contract. It is recommended to include in the package some leaflets containing key hygiene messages. The Packing bags have to be robust, improving stability, stack ability and keep the form under pressure. The costs of the bags have to be included in the offer.</p>

Annex-A

Supply Schedule:

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
Without penalty	30 days ¹	30 days
With penalty @ 0.02% per Month Maximum upto 5% of the total contract price	10 days	40 days

b). Liquidated Damages / Penalty

- i) Wherein the Supplier entirely fails to complete deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirements, the Contract to the extent of non-delivered portion of supplies should stand cancelled.
- ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non-delivered portion of supplies shall be forfeited.
- iii) If the Supplier fails to supply the whole consignment and not able to deliver to any destination, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.
- iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.
- v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, @ 0.02% per Month Maximum upto 5% of the total contract price shall be imposed upon the Supplier.

c) Incidental Services

The bidders are required to either incorporate or quote separately the costs of following incidental services being part of the contract, if applicable.

- i) **Transportation:** Equipment and supplies will be delivered up to the place of installation / final destination by the bidder at his cost and mode of transportation including loading / unloading.
- ii) **Insurance:** All insurance charges will be borne by the supplier.
- iii) **Installation:** Supplier will install the equipment at the designated place of work, free of charge, give test-run and if required, will impart on job training.

¹As above

- iv) **Test-Run / Commissioning**: Equipment will be subjected to test-run after commissioning.
- v) **Staff Training**: Where required, on job training to be provided to working staff on the equipment to be supplied / installed.
- vi) **After Sales Service**: Supplier will provide free after sales service from trained and qualified technical staff, free of charge for One complete year after the date of installation / test-run.

d) Warranty

The supplier/original manufacturer will provide comprehensive warranty (on Judicial Paper) of free after sales service, maintenance, replacement of parts, and working of the equipment for **ONE year** from the date of installation/test-run.

Annex. B

Price Schedule submitted by the Bidder.

(The approved price schedule submitted by the Bidder will be attached)

Annex. C

Procuring Entity's Notification of Award

(Copy of the final letter will be attached)

Annex E

Payment Schedule

(Payment to the Suppliers will be made against satisfactory performance and upon submission of required documents along with report of inspection committee formulated for the purpose. However, if there is any alternate payment schedule, agreed by the Purchaser and Supplier, will be annexed here)

SECTION-IV

STANDARD FORMS

BID COVER SHEET (On firm's letterhead)

BID FORM 1: Letter of Intention (On firm's letter head)

BID FORM 2: Affidavit (Stamp Paper)

BID FORM 3(A): Eligibility of the Bidders & Goods (letterhead)

BID FORM 3(B): Manufacturer's Authorization (Firm's letterhead)

BID FORM 4: Firm's Past Performance (On firm's letterhead)

BID FORM 5: Price Schedule (on Firm's letterhead)

BID FORM 6: Performance Guarantee (firm's letterhead)

Contract Agreement/Sample contract

BID FORM 1**Letter of Intention***Bid Ref No.**Date of the Opening of Bids**Name of the Contract: { Add name e.g. Printing }**To: [Name and address of Procuring Entity]*

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 price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

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

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

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

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

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

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

We confirm that we comply with the eligibility requirements as per ITB clauses 18 & 19 of the bidding documents.

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 2**AFFIDAVIT**

I/We, the undersigned solemnly state 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 Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB of the Standard Bidding Documents.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 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) The undersigned has no dispute anywhere in the province regarding supplies.

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

Signed

Note: The affidavit must be on judicial stamp paper by the Executive of the Firm & attested by Oath Commissioner.

BID FORM 3(A)

Name of the Firm
 Bid Reference No:

Date of opening of Bid

Documentary Evidence: Eligibility of the Bidders and Goods

Required Documentation (To Be Filled by the Procuring Entity)	Checklist ⁵ (To be initialed by the Bidder against each document)	Relevant Page Number ⁶ in the Bid (To be filled by the Bidder)	Supporting Documents ⁷ (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
Column:1	Column:2	Column:3	Column:4
(i) Valid Manufacturing License			
Valid Registration(s) of quoted items			
Valid Import License (where applicable)			
(ii) Letter of Manufacturer's authorization as sole distributor			
Partnership Deed (where applicable)			
NTN Certificate			
GST Certificate			
Letter of Intention			
Affidavit			
One year experience evidence			
Original Receipt of purchase of Bidding Documents			
(iii) Letter of Manufacturing authorization as an authorized dealer			
(iv) Letter of Manufacturing authorization as an authorized Partner			

⁵ Bidders should only initial against those requirements that they are attaching with the form 3(a). In case they do not have any document to attach the corresponding cell in column 2 should be left blank.

⁶Bidders are required to mention the exact page number of relevant document placed in the Bid.

⁷Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.

BID FORM 3(B)

MANUFACTURER’S AUTHORIZATION⁸

To: [Name &Address of the Procuring Entity]

WHEREAS [name of the Manufacturer] who are established, reputable manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Supplier/ Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. [Reference of the Invitation to Bid] for the goods manufactured by us.

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

Signature:-----.

Designation:-----

Official Stamp:-----

⁸This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid

BID FORM 4

Firm's Past Performance⁹

Name of the Firm:

Bid Reference No:

Date of opening of Bid:

Assessment Period: (One Year as per Evaluation Criteria)

Name of the Purchaser/Institution	Purchase Order No.	Description Of Order	Value of Order	Date of Completion	Purchaser's ¹⁰ Certificate

⁹ Bidders may use additional Sheets if required.

¹⁰ All certificates are to be attached with this form.

BID FORM 5

Price Schedule
(To be provided to the Procuring Entity)

User Note: This form is to be filled by the Bidder and shall submit with Financial Proposal to the

Name of the Firm:

Bid.Ref.No:

Date of opening of Bid

S. No.	Name of the Item	Unit Price (inclusive all applicable taxes)	No. of Units	Total Price	Discounts (if any)	Final Total Price (Inclusive of all taxes)
1	2	3	4	5	6	7
				3*4		5-6
1						
2						
3						
4						
5						
6						
7						
8						
9						
TOTAL						

A) FINAL TOTAL PRICE:

B) DISCOUNT¹¹:

C) FINAL QOUTED PRICE:
(C=A-B)

Signature:

Designation:

Date:

Official Stamp:

¹¹ If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.

BID FORM 6

Performance Guarantee

To: *[Name & Address of the Procuring Entity]*

Whereas *[Name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No.*[number]* dated *[date]* to supply *[description of goods]* (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 10% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

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

This guarantee is valid until the _____ day of _____, 202

Signature and Seal of the Guarantors/ Bank

Address
Date

CONTRACT AGREEMENT

THIS CONTRACT is made at _____ on _____ day of _____ 2023, between Project Director, ASPIRE (hereinafter referred to as the “Purchaser”) of the First Part; and M/s *(firm name)* a firm registered under the laws of Pakistan and having its registered office at *(address of the firm)* (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

1. **WHEREAS** the Purchaser invited bids for purchasing of Procurement of Menstrual Hygiene Management MHM Hygiene kits for eight lagging district girls FY 2022-23.in pursuance whereof M/s *(firm name)* being the Manufacturer/ authorized Agent in Pakistan and ancillary services offered to supply the required item (s); and Whereas, the Purchaser has accepted the bid by the Supplier;

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

2. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz.
- a. General Conditions of Contract (**GCC**)
 - b. Special Conditions of Contract (**SCC**)
 - c. Schedule of Requirements. **Annex- A**
 - i) Supply Schedule
 - d. Price Schedule submitted by the Bidder. **Annex- B**
 - e. Purchaser’s Notification of Award. **Annex- C**
 - f. Purchase Order. **Annex-D**
 - g. Performance Security. **Annex-E**
2. **Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:
3. **Term of the Contract:** **This contract shall remain valid upto December 31, 2023, unless amended by mutual consent.**
4. The Supplier declares as under:
- i. *[Name of the Supplier]* hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Counter Terrorism Department, Khyber Pakhtunkhwa, Peshawar or any administrative subdivision or Entity thereof or any other entity owned or Controlled by it (Government of Khyber Pakhtunkhwa) through any corrupt business practice.
 - ii. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the

-
- procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Khyber Pakhtunkhwa, except that which has been expressly declared pursuant hereto.
- iii. *[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Khyber Pakhtunkhwa and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
 - iv. *[The Supplier]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Entity under any law, Contract or other instrument, be void able at the option of Procuring Entity.
 - v. Notwithstanding any rights and remedies exercised by Procuring Entity in this regard, *[The Supplier]* agrees to indemnify Procuring Entity for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Entity in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Supplier]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Entity.
 - vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).

5. Items to be Supplied & Agreed Unit Cost: (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex C).

(ii) Each Items supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specifications (Annex B) prescribed by the Purchaser against each item

- (i) The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all
- (ii) taxation and costs associated with transportation and other agreed incidental costs.

6. Payments: The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specifications in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

7. Mode of Payment: All payments to the Supplier shall be made through Crossed Cheque issued in the name of **[supplier's name]**

8. Payment Schedule: All payments to the Supplier shall be made in accordance with the SCC & agreed Payment Schedule at Annex: F of Part-II: Section-III of the Standard Bidding Documents, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule.

9. Performance Guarantee: (i) The Supplier, within 07 days upon the receipt of Purchase Order and upon signing the Contract (selected items as mentioned in the Contract in annexure) shall provide to the Purchaser a Performance Security equivalent to 10% of the total Contract amount on the prescribed format (Bank Guarantee) and in prescribed manner. This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract.

ii) Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause (i) above.

iii) Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.

10. Penalties/ Liquidated Damages.

i) Wherein the Supplier fails to make deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of delivered portion of supplies should stand cancelled.

ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of un-delivered portion of supplies shall be forfeited.

iii) If the Supplier fails to supply the whole consignment and not able to deliver to any district, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be debarred minimum for two years for future participation.

iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.

v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, a penalty @ 2% per month Maximum upto 5% of the cost of total contract.

VI) The raw material source and grade be clearly shown and accordingly the same be used in all supplies; if found changed anywhere in supply of the same product, the firm/supplier will be liable for black-listing for all its products and forfeiting all its call deposits and performance guarantees

VII) The rate offered should be less than/equal to anywhere quoted in same financial year. If anywhere quoted less, the firm/supplier will be liable for blacklisting for all its products and forfeiting all its call deposits and performance guarantees



11. Notices: All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

For the Purchaser:

Project Director, ASPIRE

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____ (the place) and shall enter into force on the day, month and year first abovementioned.

Signed/ Sealed: For the Purchaser.

Signature: _____
Name: _____
Designation: _____

**Signed/ Sealed: For the Manufacturer/
Authorized Agent.**

Signature: _____
Name: _____
Designation: _____

Witnesses: