



**Government of Khyber Pakhtunkhwa
Health Department**

**PRINCIPAL, ZULFIQAR ALI BHUTTO POST GRADUATE PARAMEDICAL
INSTITUTE (ZAB PGPI)**

BID SOLICITATION DOCUMENTS

FOR

PROCUREMENT OF LIBRARY BOOKS FOR BS PROGRAM FOR THE YEAR 2024-25

**Through
NATIONAL COMPETITIVE BIDDING (NCB)**

PRE-BID MEETING	17th September 2024
BID OPENING	1st October 2024

TABLE OF CONTENTS

INVITATION TO BID.....	11
INSTRUCTION TO BIDDERS	13
FORM OF BID	15
GENERAL TERMS AND CONDITIONS.....	17
GENERAL AND SPECIAL CONDITIONS OF CONTRACT.....	18
A. LANGUAGE.....	18
B. BID SECURITY DEPOSIT (Where Applicable).....	18
C. PLACE AND TIME OF DELIVERY	18
D. VARIATIONS / REPEAT ORDERS	18
E. INSPECTION of Goods on Delivery (whole applicable).....	18
F. PACKAGING.....	19
G. PERFORMANCE BANK GUARANTEE (OPTIONAL).....	19
H. FORFEITURE OF PERFORMANCE BANK GUARANTEE.....	20
I. PAYMENT CLAUSE	20
K. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER.....	21
L. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION.....	22
M. INDEMNITY.....	22
N. SUB-LETTING CONTRACT.....	23
O. BRIBES COMMISSION ETC.....	23
P. TERMINATION	23
Q. FORCE MAJEURE	24
R. APPLICABLE LAWS.....	24
S. CONTRACT AMENDMENT	24
T. NOTICES	24
U. QUALIFICATION CRITERIA.....	25
BANK GUARANTEE FORM IN RESPECT OF BID SECURITY	26
PERFORMANCE BANK GUARANTEE FORM IN RESPECT OF PURCHASE ORDER / CONTRACT AGREEMENT	27
PURCHASE ORDER / CONTRACT AGREEMENT.....	28

**INVITATION FOR
BIDS**

INVITATION FOR BIDS

**PRINCIPAL ZULFIQAR ALI BHUTTO POST GRADUATE PARAMEDICAL INSTITUTE (ZAB PGPI),
GOVERNMENT OF KHYBER PAKHTUNKHWA HEALTH DEPARTMENT, PESHAWAR.**

PROCUREMENT OF LIBRARY BOOKS FOR BS PROGRAM FOR THE YEAR 2024-25.

1. Principal, Zulfiqar Ali Bhutto Post Graduate Paramedical Institute (ZAB-PGPI) Khyber Pakhtunkhwa, Peshawar invites sealed bids under National Competitive Bidding from Manufacturers and/ or Importers and/ or authorized agents for procurement of library books for BS program for the year 2024-25.
2. Bidding shall be conducted through **Single Stage–One Envelope** Bidding Procedure comprising a single package containing technical parameter and financial bid as per 6(2a) of KPPRA Rules-2014. The firms are expected to provide complete information of the bid along with its postal as well as valid email address and phone number/s on envelope.
3. Interested Manufacturers and/ or Importers and/ or authorized agents must obtain application form along with complete set of bidding documents for Rs.2000/- from the administration section of Principal Zulfiqar Ali Bhutto Post Graduate Paramedical Institute (ZAB-PGPI) Duran Pur Peshawar during office hours on any working day. The Bidding Documents may be downloaded from the following official websites:, www.healthkp.gov.pk, www.kppra.gov.pk, www.phsa.edu.pk (PHSA) and www.zabpgpi.kp.gov.pk (ZAB PGPI).
4. The bidders are required to submit their inputs/reservations/Suggestions on Bidding Documents to Principal ZAB-PGPI in writing, as pre-bid meeting with the interested bidders will be held on **Tuesday 17th of September 2024** in office of Principal ZAB PGPI starting at 11.00 AM sharp.
5. Interested Bidders must submit sealed bids to the Principal ZAB PGPI Duranpur Peshawar on or **before 10:30 AM sharp, Tuesday 1st October 2024**, which will be opened on the same day at 11:00 AM in the presence of those bidders or their representatives, who choose to attend the process. Bid submitted after 10:30 AM (1st October 2024) shall not be entertained.
6. The bid must be accompanied with bid security Rs.100, 000/- with quotation in the shape of call deposit receipt (CDR) in the name of the undersigned which shall be from bank account of the prospective bidder.
7. Bids must be computer typed & printed and shall contain all the details in accordance with standard specification of the items/goods mentioned in the Schedule of Requirements, terms & conditions mentioned in BSD.
8. Bidders are required to offer the most competitive rate of their items, as negotiations on quoted rates are not allowed under the rules.
9. The undersigned reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

PRINCIPAL

ZULFIQAR ALI BHUTTO POST GRADUATE PARAMEDICAL INSTITUTE
(ZAB PGPI) KHYBER PAKHTUNKHWA DURAN PUR PESHAWAR

Tel No: 091-9331577

Email: zabpgpipeshawar@phsa.edu.pk

ELIGIBILITY/QUALIFICATION CRITERIA

All bidders will have an initial pass/fail screening for the following requirements:

1. Valid Authorization from Principal Manufacturer
2. Timely submission;
3. The bidder has at least 3 years of experience in providing similar items to public sector organization with documentary proof of contract agreement or supply orders.
4. Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate)
5. Has not been blacklisted by any Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking on legal stamp paper is mandatory).
6. Has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.
7. **Procuring Entity may ask for provision of sample**

AWARD OF CONTRACT to successful bidder:

Contract will be awarded to the successful bidder having

1. Technically qualified as per Scheduled of requirement
2. Fulfillments of minimum eligibility criteria
3. Lowest quoted bid for the item

SCHEDULE OF REQUIREMENT (BOOKS REQUIRED FOR LIBRARY)

S.No	Book Name	Reference/ Author	Specialty	Quantity
BS Respiratory Therapy and Intensive Care Technology Books (Latest Edition)				
1.	Pulmonary Technology	Review by Kettering National Seminar	Latest	2
2.	ABC of Sleep Medicine	Wiley-Blackwell BMJ book	Latest	2
3.	Oxford Hand Book of Sleep Medicine		Latest	2
4.	Basic Polysomnography	Tripat Deep Singh	Latest	2
5.	Essentials of Polysomnography:		Latest	2
6.	A Training Guide and Reference for Sleep Technicians		Latest	2
7.	Eagan's Fundamentals of Respiratory Care		Latest	2
8.	Blood gases and critical care testing		Latest	2
9.	Mechanical ventilation clinical application	John G. toffalette	Latest	2
10.	Basics of non-invasive positive pressure ventilation	Hamilton Medical	Latest	2
11.	Pediatric and neonatal mechanical ventilation	Praveen khilnani	Latest	2

S,No	Book Name	Reference/ Author	Specialty	Quantity
BS Anesthesia Books (Latest Edition)				
12.	Anaesthesia	CPSP	Latest	3
13.	Anaesthesia Lecture Notes 2005	Khan, Fauzia A.	Latest	3
14.	Anesthesia Secrets	Duke, James	Latest	2
15.	Basic Physics and Measurement in Anaesthesia	Davis, Paul D	Latest	2
16.	Clinical Anesthesiology	Morgan, G. Edward	Latest	2
17.	Clinical Methods in Anaesthesia	Siddiqi, Aftab Alam	Latest	2
18.	Essential Anesthesia: from science to practice	Euliano, T.Y.	Latest	2
19.	Evidence Based Practice of Anesthesiology	Fleisher, Lee A.	Latest	2
20.	Handbook of Local Anesthesia	Malamed, Stanley F.	Latest	2
21.	Intermediate Module in Anesthesia	CPSP	Latest	3
22.	Millers Anesthesia Vol. 1	Miller, Ronald D.	Latest	3
23.	Morgan And Mikhail's Clinical Anesthesiology (PC)	Butterworth, John F.; Mackey, David C.; Wasnick, John D.	Latest	8
24.	Physics Pharmacology and Physiology for Anaesthetists: key concepts for the FRCA	Cross, Matthew E.	Latest	3
25.	Salim's 15 lectures in Anesthesiology: For medical students	Salim M, Brig.	Latest	3
26.	Smith and Aitkenheads Text Book of Anaesthesia	Aitkenhead, Alan R.	Latest	2
27.	Textbook of Anaesthesia	Aitkenhead, Alan R	Latest	2
28.	Textbook of Regional Anesthesia	P. Prihvi Raj	Latest	2
BS Surgical Books (Latest Edition)				
29.	Operating Room Technique	Nancy Marie Phillips, .Berry Kohn's	Latest	2
30.	Surgical Equipment and supplies	Colleen Rutherford, RN, CNOR Educator	Latest	2
31.	Pocket guide to the Operating Room.	Maxine A. Goldman, Room	Latest	2
32.	Surgical technology principle and practice	Joanna catcher fuller	Latest	2

S,No	Book Name	Reference/ Author	Specialty	Quantity
33.	Bailey and love's Short practice of surgery	Bailey and love's	Latest	2
34.	Trauma Course Manual	Prof. DrArshadCheema,KEMU	Latest	2
35.	Surgical technology for the surgical technologist	TeriL JNUGE, Ben D. Price	Latest	2
36.	Comprehensive approach to the principle of general surgery	Abdulhameed dogara	Latest	2
37.	Practical guide, assisting at surgical operation	Comos wahallan	Latest	2
38.	Essentialof Anesthesia equipment.	Sakaih,.Bahal &Stacey,.Simon al,.	Latest	2
BS Cardiology Books (Latest Edition)				
39.	250 ECG problems	Hampton, John R.	Latest	3
40.	A Practical Guide to Cardiac Pacing	Moses, H. Weston	Latest	2
41.	Advance in Cardiovascular Engineering	Hwang, Ned H.C.	Latest	2
42.	Advanced Cardiac Life Support : Provider Hand Book (ACLS)	Disque, karl Dr	Latest	3
43.	Arrhythmia Interpretation	Grauer, Ken	Latest	2
44.	Bedside Cardiology	Constant, Jules	Latest	3
45.	Braunwalds Heart Disease: a textbook of cardiovascular medicine	Zipes, Douglas P. (Ed)	Latest	2
46.	Carbon Dioxide Angiography: Principles, Techniques, and Practices	Cho, Kyung J; Hawkins, Irvin F.	Latest	2
47.	Cardiac Electrophysiology	Zipes, Douglas P.	Latest	2
48.	Cardiac Resynchronization Therapy	John Sutton, Martin	Latest	2
49.	Cardiac Surgery	Kirklin, John W.	Latest	2
50.	Cardiovascular Critical Care	Griffiths, Mark J.D; Cordingley, Jeremy J.; Price, Susanna	Latest	2
51.	Current Diagnosis and Treatment in Cardiology	Crawford, Michael H.	Latest	2
52.	ECHO Made Easy	Luthra, Atul	Latest	2

S,No	Book Name	Reference/ Author	Specialty	Quantity
53.	Endovascular Intervention for Vascular Disease: principles and practice	Thompson, Matt M.; Morgen, Robert A.; Matsumura, Jon S.; Sapoval, Marc; Loftus, Lan M.	Latest	2
54.	Feigenbaum's Echocardiography	Armstrong, F. William	Latest	2
55.	Grossman & Baim's Cardiac Catheterization Angiography and Intervention	Moscuuci, Mauro (Ed)	Latest	2
56.	Handbook Of Cardiac Electrophysiology	Natale, Andrea	Latest	2
57.	Harrison's Cardiovascular Medicine	Loscalzo, Joseph (Ed)	Latest	3
58.	Heart Disease	Braunwald, Eugene	Latest	2
59.	Interventional Cardiology: essential clinicians guide	Mukherjee, Debabrata (Ed)	Latest	2
60.	Manual of Cardiovascular Medicine	Griffin, Brian P (Ed)	Latest	2
61.	Oxford Handbook of Cardiology	Ramrakha, Punit	Latest	2
62.	Percutaneous Interventions for Congenital Heart Disease	Sievert, Horst; Qureshi, Shakeel A; Wilson, Neil; Hajazi, Ziyad M	Latest	2
63.	Principles and Practice of Interventional Cardiology	Apple, Sue	Latest	2
64.	Principles of Exercise Testing and Interpretation	Wasserman, Karlman	Latest	2
65.	Rapid ECG International	Khan, M. Gabriel	Latest	2
66.	The Cardiovascular System at a glance	Aaronson, Philip I	Latest	2
67.	The ESC Textbook Of Cardiovascular Medicine Vol. 2	Camm, A. John	Latest	2
BS Dental Books (Latest Edition)				
68.	Chemistry of dental material	John F mccabe and Angus W.G.Walls,,	Latest	2
69.	Dental Materials	John Jay Manapalil, 2 nd edition Jaypee	Latest	2
70.	Ten Cates' Oral Histology (Development, structure and Function)	Antonio Nanci	Latest	2
71.	Orban's Oral Histology and Embryology	GS. Kumar	Latest	2
72.	Concise Dental Anatomy and Morphology	Fuller	Latest	2

S.No	Book Name	Reference/ Author	Specialty	Quantity
73.	Dental Anatomy and Tooth Morphology	by P.Sampath Kumar	Latest	2
74.	Essentials Of Periodontology	By Elizabeth	Latest	2
75.	Cawson's Essentials of Oral Pathology and Oral Medicine	by Roderick A.Cawson, Churchill Livingstone Brothers Publishers	Latest	2
76.	Contemporary of fixed prosthodontics	by Rossential.land.fujimoto	Latest	2
77.	Text book of Prosthodontics	by Deepek Nallaswamy	Latest	2
78.	Contemporary Oral & Maxillofacial surgery *	J Peterson, Tucker, Edward Ellis.	Latest	2
79.	Text Book Preventive and Community Dentistry	by Joseph John	Latest	2
80.	Essential of dental Radiography and Radiology	By Eric Whaites and Nicholas Drage,	Latest	2
81.	Art and Science of Operative Dentistry	by Sturdevant	Latest	2
82.	Textbook of Endodontics,	By E Nisha & Amit Garg (2014)	Latest	2
83.	Pediatric dentistry	By Richard welbury, monty duggal Dentistry for the child by ralph E mcdonald	Latest	2
84.	Orthodontics the science and arts	by S.I bhalajhi	Latest	2
85.	Contemporary Orthodontics	By Willian Proffit	Latest	2
86.	Text book of clinical periodontology	By Jan Lindhe	Latest	2
87.	Gross man's Endodontic practice *	B Suresh Chandar-V Gopi Krishna	Latest	2
88.	Text Book of Local Anesthesia	By Stanley F.Malamed	Latest	2
89.	Pharmacology and therapeutics for dentistry	Yogiela.Dowd.Neidle	Latest	2
BS Emergency Medicine (Latest Edition)				
90.	Current Diagnosis and Treatment Emergency Medicine	Stone, C. Keith (Ed)	Latest	2
91.	Emergency Care and Transportation of the Sick and Injured	Browner, Bruce D.	Latest	2
92.	Emergency Medicine	Firth, John D.	Latest	2
93.	Emergency Medicine	Chugh, SN.	Latest	2

S,No	Book Name	Reference/ Author	Specialty	Quantity
94.	Emergency Treatment and Management	Flint, Thos	Latest	2
95.	EMT prehospital Care	Henry, Marck C.	Latest	2
96.	Essential Emergency Medicine	Salyer, Steven W.	Latest	2
97.	Oxford Handbook of Emergency Medicine	Wyatt, Jonathan P.	Latest	2
98.	Oxford Handbook of Pre-Hospital Care	Greaves, Lan	Latest	2
99.	Rosens Emergency Medicine: concepts and clinical practice (vol-I)	Marx, John A.	Latest	2
100.	Rosens Emergency Medicine: concepts and clinical practice (vol-II)	Marx, John A.	Latest	2
101.	Tintinallis Emergency Medicine Manual	Cline, David M.	Latest	2
102.	Short Textbook Of Medica Diagnosis And Treatment	Inam Danish	Latest	2
103.	ABC of Emergency Medicine	Laura Hans and Yasmine Mawji, editors	Latest	2
104.	ABC of Major Trauma	David V. Skinner and Peter A. Driscoll	Latest	2
105.	CURRENT Diagnosis & Treatment Emergency Medicine	C. Keith Stone, MD and Roger L. Humphries, MD	Latest	2
106.	Advanced Trauma Life Support	Sharon Henry, MD Karen Brasel, MD Ronald M. Stewart, MD, FACS	Latest	2
107.	Nelson Essentials of Pediatrics	Karen J. Marcdante, MD and Robert M. Kliegman, MD	Latest	2
108.	OBSTETRICS by Ten Teachers	Philip N Bake and Louise C Kenny	Latest	2
109.	First Aid for the Emergency Medicine Board	Blok, Barbara K, Dickson S. Cheung, Timothy Fortescue Platts-Mills	Latest	2
BS Radiology Books (Latest Edition)				
110.	Basic Radiation Protection Technology	Gollnick, Daniel A.	Latest	3
111.	Clarks Positioning in Radiography	Whitley, A. Stewart	Latest	3
112.	Clinical Nuclear Medicine	Biersack, Hans Jurgen (Ed)	Latest	2
113.	Clinical Sonography: a practical guide	Sanders, C. Roger	Latest	2
114.	Computed Tomography for Technologist: a comprehensive text	Romans, Lois E.	Latest	3
115.	CT and MR Imaging of the Whole Body	Haaga, John R.	Latest	2

116.	Diagnostic Imaging	Rockall, Andrea	Latest	3
117.	Digital Radiography and PACS	Carter, Christi E.	Latest	2
118.	Farrs Physics for Medical Imaging	Roberts, Penelope Allisy; Williams, Jerry	Latest	2
119.	MRI Made Easy: for beginners	Chavhan, Govind B.	Latest	2
120.	Multidetector Computed Tomography in Cerebrovascular Disease	Miles, Kenneth A; Eastwood, James D; Konig, Matthias	Latest	2
121.	Nuclear Medicine and PET/CT: technology and techniques	Rich, Kristen M.	Latest	2
122.	Nuclear Medicine Physics: The Basics	Chandra, Ramesh	Latest	2
123.	Radiographic Pathology for Technologists	Mace, James D.	Latest	2
124.	Radiologic Science For Technologists: Physics Biology And Protection	Bushong, Stewart Carlyle	Latest	2
125.	Textbook of Radiographic Positioning and Related Anatomy	Bontrager, Kenneth L.	Latest	2
126.	Textbook of Radiology and Imaging	Sutton, David	Latest	2
127.	Nuclear Medicine Technology and Techniques	Donald R. Bernier, Paul E. Christian	Latest	2
BS Basic Books (Latest Edition)				
128.	Clinical Laboratory Hematology	McKenzie William	Latest	3
129.	Modern blood banking and Transfusion Practice	Denise Harmening	Latest	3
130.	Sheris Medical microbiology		Latest	3
131.	Microbiology: Lippincott's Illustrated Reviews,	Harvey RA, Champe PC, Fisher BD.	Latest	3
132.	Robbins basic Pathology	Kumar V, Cotran RS, Robbins SL.	Latest	3
133.	Basic Pathology	Inam, Danish	Latest	3
134.	Lipincot pharmacology	Robertson	Latest	5
135.	Basic & Clinical Pharmacology.	Katzung BG, Masters SB, Trevor AJ.	Latest	5
136.	Pakstudies MCQs for undergraduates Classis	Alamgir Afridi	Latest	5
137.	Islamic Studies	Prof. Dr. Abdul Ghafoor	Latest	5

NOTE: THE QUANTITIES/ ORDERS WILL BE PLACE AS PER DEMAND AND BUDGET OF THE PROCURING ENTITY.

INSTRUCTION TO BIDDERS

Date _____

Department _____

- A. The bidder/ proponent must submit the proposals in sealed envelopes and as per specified procurement method (single stages/ one envelope).
- B. The proposal shall be clearly marked on the outer side” technical proposal” “financial proposal” or technical and financial proposals as the case may be.
- C. The proposal shall be typed in New Times Roman with font size 12 and single spacing. Any hand written part or full proposal (either technical or financial) shall be rejected and shall be in English.
- D. The proposals must contain a transmittal letter on the bidder’s letterhead, duly stamped by authorized representative (as per prescribed specimen).
- E. The envelopes should be on the name address and contact details of the addresses and the addressors.
- F. The proposal shall contain the copy of legislation with one of the mandated authorities of Government of Pakistan along with the national tax number certificate.
- G. The proposal shall contain sales tax registration certificate.
- H. The proposal shall have complete work plan and delivery schedule without which no weightage will be given in accordance with the bid evaluation criteria.
- I. The bidder shall specify validity in days, the submitted bid < Name of procuring entity> may under exceptional circumstances request for extension in bid validity which shall be for not more than the period equal to the period of the original bid validity.
- J. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short listed, no such association will be allowed.
- K. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- L. The proposals should be in accordance with enclosed specifications and technical design (if any) (optional)
- M. **Response time:** all bidders shall submit proposals\ as per these insufficient on or before **Tuesday 1st October 2024 10:30AM sharp**, to Principal Zulfiqar Ali Bhutto Postgraduate Paramedical Institute Duranpur Budhni Road, Peshawar, which will be opened half an hour (11:00AM) after the deadline. No proposal in any case shall be accepted after the deadline.
- N. The proposal/bidder shall submit audited financial statements for the last three years and account balance statement for the current ongoing years. (Optional)
- O. The bidder shall submit an affidavit that it has never been blacklisted.
- P. Submit statement of any history of litigation or ongoing.
- Q. The bidder will deposit bid security money with procuring entity equal to Rs. 500,000/- along with the bid. The bid security money so deposited shall be returned to the depositor after signing the contract.
- R. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.
- S. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- T. The procuring, entity may ask for a performance bank guarantee at 10% of the total contract value. This bank guarantee should be from a scheduled bank.
- U. Contract will be signed with the successful bidders and its terms and conditions will govern the executive of the contract.
- V. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).

1. **Bid Form and Price Schedules**

Date: _____
IFB No: _____

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

Gentlemen and/or Ladies:

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

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

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

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

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

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

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

(if none, state "none")

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

Dated this _____ day of _____ 20_____.

Signature]

[in the capacity of]

Price Schedule in Pak. Rupees

Name of Bidder _____ IFB Number _____ Page of _____

1	2	3	4	5
Item	Description	Country of Origin	Quantity	Unit price DDP named place

Signature of Bidder _____

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

- a) The above details shall be submitted in a sealed envelope
- b) "OPTIONAL" Sample must be submitted separately. In case samples are not provided, quote will be considered non-responsive.
- c) The Supplier (s) must be registered with the Sales Tax authorities.
- d) Warranty of Goods shall be provided along with (as the procuring entity may deem necessary) "quote" "the warranty period shall be <procuring entity shall insert warranty period>"
- e) The quote (s) must remain valid for 90 days
- f) All suppliers shall mention all applicable taxes in their quotes. In case any supplier has not done so, the procuring entity while comparing the offers will add the applicable taxes to the total quoted amount for each item.
- g) The request for quotation is non-transferable.
- h) Quotations must be submitted on or before the given time and date to the officer-designate for the purpose. No late quotation for any reason whatsoever will be considered.
- i) The quote(s) must be accompanied with a bid security valuing of the total quoted price as per NIT.
- j) NTN certificate shall be enclosed.
- k) Each supplier can only submit one offer / quote.
- l) The quotation must carry the authorized signatures of the representative of the supplier.
- m) Department has the right to accept or reject any or all offers without assigning any reason thereof.

Thanking you.

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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

A. LANGUAGE

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

B. BID SECURITY DEPOSIT (Where Applicable)

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

C. PLACE AND TIME OF DELIVERY

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

(i) Delivery Schedule

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

D. VARIATIONS / REPEAT ORDERS

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

E. INSPECTION of Goods on Delivery (whole applicable)

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

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

contracted quality/specifications, procuring entity shall have the right to lodge claims within 30 days from the date of inspection of the goods.

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

F. PACKAGING

As per standards of manufacturer

G. PERFORMANCE BANK GUARANTEE (OPTIONAL)

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

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

FORFEITURE OF PERFORMANCE BANK

GUARANTEE

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

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

following documents: -

- a. The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.____, Material Receiving Report No.____, and Acceptance Note No.____, with date, price/rate of each item.
- b. Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
- c. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- d. Valid Income Tax Exemption Certificate (otherwise Income Tax at current applicable rates shall be deducted from the invoice). (where applicable)
- e. National Tax Number.
- f. Sales Tax Registration Number.
- g. Certificate in original issued by any one of the Independent Inception (where applicable).
- h. Bank Account Number and Branch.
- i. Recovery of all applicable taxes at source should be made as per rules
- j. Certificate from procuring entity stating Goods as per standard / professional requirement (Inspection Report)

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

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

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

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

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

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

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

Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement:-

Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.5% per day (15% per month) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 15% of the total contract value.

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

Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such

case, Procuring entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; or

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

L. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

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

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

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

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

M. INDEMNITY

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

N. SUB-LETTING CONTRACT

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

O. BRIBES COMMISSION ETC.

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

P. TERMINATION End of Services

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

Termination by the Client

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

Termination by the Supplier

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

Q. FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure to meet any of its

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

R. APPLICABLE LAWS

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

S. CONTRACT AMENDMENT

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

T. NOTICES

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

To: The Client

To: The Supplier -----

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

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

Procuring Officer
Procuring entity and its address

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

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

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

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

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

6. Our liability hereunder is limited to
NAME OF THE BANK

WITH ADDRESS _____
AUTHORISED OFFICER OF THE BANK

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

WHEREAS Directorate General Health Services KP having its registered office at Warsak road Ex-Fata Secteriate by an Agreement made between M/S..... (hereinafter called the supplier/service provider) has awarded the contract (hereinafter called the contract) vide agreement / letter / P.O. No. dated for the supply of goods / works / services specified in the said Purchase Order / contract agreement.

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

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

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

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

NAME OF BANK
WITH ADDRESS
AUTHORISED OFFICER OF THE BANK

PURCHASE ORDER / CONTRACT AGREEMENT (TEMPLATE)

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

2 The purchase order shall carry the following information:

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

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