

BID SOLICITATION DOCUMENT



RATE CONTRACTING
FOR SUPPLY OF
MISCELLANEOUS
CONTINGENT ITEMS
FOR FY 2026-27

PROVINCIAL HEALTH SERVICES
ACADEMY (PHSA) HEALTH
DEPARTMENT GOVERNMENT OF
KHYBER PAKHTUNKHWA

Submitted By: _____

NOTE: Each bidder shall submit its bid electronically through the e-Pak Acquisition and Disposal System (e-PADS) using the prescribed Bid Solicitation Documents (BSDs), duly completed and accompanied by all required supporting documents. In addition, a hard copy of the complete submitted bid, including all annexures and supporting documents, shall be submitted to the office of the Procuring Entity on or before the prescribed deadline. Failure to submit either the electronic bid through e-PADS or the required hard copy may render the bid non-responsive and liable to rejection.

Signature: _____

Preface

The Bid Solicitation Documents are prepared for use by the Director General Provincial Health Services Academy, Department of Health, Khyber Pakhtunkhwa, for the rate contracting of the procurement of miscellaneous Contingent Items through Open Competitive Bidding under the Khyber Pakhtunkhwa Procurement of Goods, Works & Services (KPPRA) Act of 2012, and rules and regulations made thereunder.

The document describes Instructions to bidders, General Conditions, Specific Conditions, qualification conditions related to the minimum qualification of prospective bidders, evaluation methodology/criteria, and statement of requirements.

Bidder Signature and stamp: _____

Contents

Introduction to the Procuring Entity i.e. PHSA and Procurement Requirements.....1

INVITATION TO BIDS..... 2

INSTRUCTION TO BIDDERS (ITB).....3

Bid DATA SHEET.....5

BID FORM 1: BID COVER SHEET.....8

BID FORM 2: AFFIDAVIT..... 10

STATEMENT OF REQUIREMENT AND BID FORM..... 11

 LIST OF MISCELLANEOUS CONTINGENT ITEMS..... 11

GENERAL AND SPECIAL CONDITIONS OF CONTRACT..... 13

 A. LANGUAGE..... 13

 B. BID SECURITY DEPOSIT (Where Applicable)..... 13

 C. PLACE AND TIME OF DELIVERY..... 13

 D. VARIATIONS / REPEAT ORDERS..... 13

 E. INSPECTION of Goods on Delivery (whole applicable)..... 13

 F. PACKAGING..... 14

 G. PERFORMANCE BANK GUARANTEE (OPTIONAL)..... 14

 H. PAYMENT CLAUSE Payment shall be made on production of the following documents: -
 14

 K. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL
 OBLIGATIONS BY THE SUPPLIER..... 16

 L. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION..... 17

 M. INDEMNITY..... 17

 N. SUB-LETTING CONTRACT..... 17

 O. BRIBES COMMISSION ETC..... 17

 P. Termination (of the contract agreement)..... 18

 Q. FORCE MAJEURE..... 18

 R. APPLICABLE LAWS..... 18

 S. CONTRACT AMENDMENT..... 18

 T. NOTICES..... 19

 U. QUALIFICATION CRITERIA..... 19

ANNEXURE B: TERMS AND CONDITIONS OF AGREEMENT..... 20

Bidder Signature and stamp: _____

Introduction to the Procuring Entity i.e. PHSA and Procurement Requirements

The Provincial Health Services Academy (PHSA), Health Department, Government of Khyber Pakhtunkhwa, is the premier public-sector institution responsible for capacity building, professional development, and in-service training of health professionals and support staff across the province. PHSA conducts a wide range of regular and project-based training programmes, workshops, seminars, orientations, and capacity-building activities throughout the year for employees of the Health Department and associated organisations.

To facilitate these activities, PHSA is required to procure raw food items for training participants, stationery and toner items for training and routine official use, and contingent items required for training events and day-to-day office operations. These procurements are recurring in nature and are essential for the uninterrupted conduct of academic, administrative, and training functions of the Academy.

During FY 2026-27, an amount of approximately Rs. 15 million will be allocated under various budget heads for training-related activities. Historically, a major portion of these funds, estimated at 60% to 70% of the total training budget, is utilised on food arrangements, stationery and printing materials, and contingent items required for training programmes and routine institutional operations. Consequently, the rate contracts being solicited through this bidding process represent a significant procurement portfolio, offering sustained business opportunities to qualified suppliers throughout the financial year.

Prospective bidders are therefore encouraged to participate in the procurement process and offer competitive rates, quality products, and timely delivery services to support the Academy in achieving its training and capacity-building objectives.

Contact for information:

Director General, Provincial Health Services Academy, Department of Health, Government of Khyber Pakhtunkhwa, Budhni Road, Duranpur, Peshawar.

Phone +92 91 2614226, 2614231

Email: info@phsa.edu.pk

Website: www.phsa.edu.pk

Bidder Signature and stamp: _____

Invitation to bids

Invitation for Bids

Date:12-06-2026

IFB No. 01//Procurement of Misc. Contingent Items for FY 2026-27

1. The Provincial Health Services Academy, Health Department KP, has received an allocation from the Public Fund in Pakistani rupees 15 million towards the cost of HRD Activities. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for the supply of miscellaneous contingent Items.
2. The Provincial Health Services Academy, Health Department KP, now invites bids on EPADS (<https://kp.eprocure.gov.pk/>) and to submit a sealed copy of the applied bid along with original bid Security for the supply of miscellaneous contingent Items.
3. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of the Procurement Office at DG PHSA.
4. A complete set of bidding documents may be viewed and can be downloaded from the website of the KP EPADS, PHSA, KPPRA, etc., free of cost.
5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are in strict compliance with the provisions of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012, and the Rules made thereunder.
6. Bids must be delivered to the office concerned on or before 1200 Hrs on 30th June, 2026 and must be accompanied by bid security of Pak. Rs. 25000.00 (Twenty Five Thousand only)
7. Bids will be opened in the presence of bidders/representatives who choose to attend on 30th June at 1200 Hrs at the offices of DG PHSA.
8. The bidders are required to give their best and final prices as no negotiations on price is permissible.

(FAIZ MUHAMMAD)
(PROCUREMENT OFFICER)
DIRECTOR GENERAL PROVINCIAL
HEALTH SERVICES ACADEMY, HEALTH
DEPARTMENT
BUDHNI ROAD DORANPUR, PESHAWAR

Bidder Signature and stamp: _____

Instruction to Bidders (ITB)

Instructions to bidders based on terms and conditions are covered under Bid Data Sheet

- A. The bidder must submit the bid both on e-PADS and a copy of which along with bid security in original, is to be submitted manually in sealed envelopes and as per the specified procurement procedures.
- B. The proposal shall be clearly marked on the outer side of the envelope "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 handwritten 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 an authorised representative (as per the prescribed specimen).
- E. The envelopes shall contain the name, address, contact/ mailing details of the bidders and the Procuring Entity.
- F. The proposal shall contain a copy of registration with one of the mandated authorities of the Government of Pakistan, along with the national tax number certificate.
- G. The proposal shall contain a sales tax registration certificate (optional).
- H. The proposal shall have a 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 the bid validity period in days. The submitted bid < Name of procuring entity> may, under exceptional circumstances, request an extension in the bid validity period, and the same shall not exceed the original bid validity period.
- J. Bidders may associate with other organisations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are shortlisted, 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 the enclosed specifications and technical design (if any) (optional)
- M. Response time: all bidders shall submit their bid as per terms and conditions on or before the close of office on the given date, venue and addresses and will be opened on the prescribed date and time. No bid in any case shall be accepted after the deadline.
- N. The proposal/bidder shall submit audited financial statements for the last three years and an account balance statement for the current ongoing years. (Optional)

Bidder Signature and stamp: _____

- O. The bidder shall submit an affidavit that his firm is not on the blacklist of the concerned procuring entity.
- P. Submit a statement of any history of litigation or ongoing.
- Q. The bidder will deposit bid security with the procuring entity equal to 0- 5% of the total value of the contract along with the bid in the envelope containing the technical proposal. The bid security so deposited shall be returned to the depositor after signing the contract.
- R. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.
- S. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- T. "OPTIONAL". The procuring entity may ask for a performance bank guarantee at 10% of the total contract value. This bank guarantee should be from a scheduled bank.
- U. Contract will be signed with the successful bidders, and its terms and conditions will govern as per the contract agreement.
- 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).

● Bid Form-1: Bid Cover Sheet

● Bid Form-2: Affidavit to be produced on stamp paper, duly verified by the oath commissioner

● Bid Form-3: Annexure-A: List of Miscellaneous Contingent Items

- BID Security, i.e. Financial instrument of Rs. 25000/- in the form of CDR for each Annexure above.
- Bidders should be registered entities with the Government (contractor with FBR/Chamber of Commerce, firm with the Registrar of Firms, Company with SECP or any other relevant authority, as the case may be

1. 5 Years Relevant supply Certificate with any Public Sector Organisation (The certificate shall be produced on official letterhead with proper reference number and date, signed by the head of the institution/organisation)

2. Performance Certificate for the claimed experience (The certificate shall be produced on official letterhead with proper reference number and date, signed by the head of the institution/organisation)

Bidder Signature and stamp: _____

3. Updated attested Certificate of registration under the Sales Tax Act 1990, having the Sales Tax registration number, NTN number with date(s) of registration from FBR on the bidder's registered business entity title.

4. Active Taxpayer Certificate

Important Note Regarding Submission of Documents

All documents submitted in support of the bid, including the above-mentioned documents, must be issued on official letterhead and bear complete contact details, a valid dispatch/reference number, the signature of the competent authority, and the official stamp/seal. Failure to comply with any of these requirements shall render the bid non-responsive and liable to rejection.

Bidder Signature and stamp: _____

Bid Data Sheet

| ITB Ref | Description | Detail |
|---------------|--|--|
| ITB Clause 1 | Bid reference number | 01/Miscellaneous Contingent Items-2026-27 |
| ITB Clause 2 | Name of Client & source of funds | Director General PHSA, Health Department, Government of Khyber Pakhtunkhwa – under Regular Budget |
| ITB Clause 3 | Name of Goods/ Statement of responsibility | Miscellaneous Contingent Items |
| ITB Clause 4 | Pre-Bid Meeting | 22-06-2026 |
| ITB Clause 5 | Commencement date of downloading/provision of Bidding Document | 12-06-2026 |
| ITB Clause 6 | Closing date & Time of Bid | 30 th June 2026 at 1200 Hrs |
| ITB Clause 7 | Submission of Bid | <p>Bids shall be submitted both electronically through e-PADS and in hard copy. The hard copy of the bid, identical to the version submitted online, must be dispatched through a registered courier service and received in the Registry Office of the Administration Section of PHSA on or before the prescribed bid submission closing date and time.</p> <p>Hand-delivered bids shall not be accepted under any circumstances. In the event of any discrepancy between the hard copy and the bid submitted through e-PADS, the electronically submitted bid shall prevail and be treated as the authentic bid.</p> |
| ITB Clause 8 | Bidding for selected items within the Category | No |
| ITB Clause 9 | Bidding procedure | KPPRA Rule 6 (2) (a) Single Stage One Envelop Procedure |
| ITB Clause 10 | Method for determining the best Evaluated Responsive Bidder | Lowest Price of Qualified Bidder |
| ITB Clause 11 | Clarification(s) on Bidding Documents | Director General PHSA, Health Department, Government of Khyber Pakhtunkhwa |
| ITB Clause 12 | Language of the bid | English or Urdu |
| ITB Clause 13 | Specific Description of Goods in the Bidding Documents | Annexure A: Statement of requirements for miscellaneous contingent items |
| ITB Clause 14 | Bid Price | Bid Price shall be inclusive of all duties and taxes. |
| ITB Clause 15 | Currency of Bid | PK Rs. |

Bidder Signature and stamp: _____

| | | |
|---------------|---|--|
| ITB Clause 16 | Name of the Bid Pro Forma | Annexure A: Bid Pro Forma specification for miscellaneous contingent items |
| ITB Clause 17 | Name of the Bid Form | Bid Form 1: Bid Cover Sheet & Bid Form 2 : Affidavit |
| ITB Clause 18 | Amount of Bid Security / Earnest Money | The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money amounting to Rs. 25000/- in the name of Director General PHSA, Health Department, Government of KP. In the event of non-provision of bid security/earnest money, the bid will be considered invalid and returned to the bidder after examination by the procurement committee. The bid security will be forfeited if a bidder withdraws his bid within the validity period. |
| ITB Clause 19 | Bid validity period | 90 days from the last date of submission of Bid. |
| ITB Clause 20 | Date, time and venue of opening of bids | 30 th June, 2026 at 1200 Hrs at the Office of the Director General PHSA, Doran Pur, Peshawar |
| ITB Clause 21 | Duration of Contract | For the Financial Year 2026-27 |
| ITB Clause 22 | Performance Guaranty / Performance Security | The successful firm will deposit Rs. 10% amount as a performance guarantee/security as per evaluation based on consumption data from the previous year that shall be returned after successful completion of the contract period |
| ITB Clause 23 | Minimum Qualification of Bidders to be attached with each bid | <ol style="list-style-type: none"> 1. Certificate of registered entity with the Government i.e. Sole Proprietorship, Partnership firm or Company, as the case may be 2. Bank guarantee as Bid Security amounting Rs. 25000/- for each Category/Sub Category separately in the form of CDR. 3. Bid Form 2 : Affidavit on stamp paper 4. 05 Years Relevant supply experience Certificate of any public sector organisation 5. Performance Certificate from the claimed experience 6. Registered with KPPRA EPADS 7. Attested updated Certificate of registration under the Sales Tax Act 1990, having the Sales Tax registration number, NTN number with date(s) of registration from FBR 8. Active Taxpayer Certificate |
| ITB Clause 24 | Rates Validity | For the Financial Year 2026-27 |
| ITB Clause 25 | Evaluation Methodology | Bid evaluation will be based on the submitted sample and calculated on consumption data from the previous year. The unit rate of an item will be considered for which consumption data is not available. |
| ITB Clause 26 | Termination of contract | In case of substandard supply, the firm will be warned one time, besides forfeiting of performance security, and the case of blacklisting will be initiated. |

Bidder Signature and stamp: _____

| | | |
|---------------|-------------------------------|---|
| ITB Clause 27 | Item Sample | Samples are required along with the bid submission. |
| ITB Clause 28 | Authenticity of the documents | All the relevant documents must be authentic and verifiable from the respective authority. All documents submitted in support of the bid must be issued on official letterhead and bear complete contact details, a valid dispatch/reference number, the signature of the competent authority, and the official stamp/seal. Failure to comply with any of these requirements shall render the bid non-responsive and liable to rejection. |

Bidder Signature and stamp: _____

BID FORM 1: BID COVER SHEET

Bid Ref. No. _____

Date _____

| | |
|--|--|
| Title of the Supplier/Firm Contractor: | |
| Registered Entity as: | <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Firm <input type="checkbox"/> Company <input type="checkbox"/> other _____ |
| Owner/Proprietor | |
| Address: | |
| E-mail: | |
| Phone office: | |
| Cell Phone: | |

1. Bid submitted for Miscellaneous Contingent Item on Annexure-A: YES NO
It is certified that the rates of entire Items are quoted in Annexure A.
2. Bid Security Pk. Rs. 25000 in the form of CDR Attached: YES NO
3. Bidder registered entity with Government (contractor / Firm / Co.) attached YES NO
4. Registered with KPPRA/EPADS YES NO
5. 5-Year Experience Certificate(s) attached YES NO
6. 5-Years Performance Certificate(s) attached YES NO.
7. GST Certificate from FBR attached YES NO
8. NTN Certificate from FBR attached YES NO
9. Active Taxpayer Certificate attached YES NO
10. Sample provided for each item Sub-Category & each item YES NO

It is certified that the documents submitted herewith are authentic and correct to the best of my knowledge. Any counterfeit documents found at any stage will lead to my disqualification.

Dated: Official Stamp:

Bidder Signature and stamp: _____

BID FORM 2: AFFIDAVIT

I/We, the undersigned, solemnly state that:

- 1) I/We have read the contents of the instruction to bidders 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 according to the specifications mentioned in the statement of requirements.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 23 of the ITB of the Bid Solicitation 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 organisation, or project.
- 8) The Undersigned has no dispute anywhere in the Province regarding supplies.
- 9) The undersigned will be held responsible as per KPPRA rules for any loss occurred to department due to substandard supply.
- 10) I/We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signature with CNIC No & Name.

Witness. _____

(Signature with CNIC No & Name)

Note: The Affidavit must be on judicial stamp paper worth Rs. 250/- by the Executive of the Firm & attested by an Oath Commissioner.

Bidder Signature and stamp: _____

STATEMENT OF REQUIREMENT AND BID FORM

ANNEXURE - A

LIST OF MISCELLANEOUS CONTINGENT ITEMS FOR PROCUREMENT OF FINANCIAL YEAR 2026-27

(SAMPLE OF EACH ITEM PROPERLY MARKED TO BE PROVIDED AT THE TIME OF
BID SUBMISSION)

| S# | ITEM | Specification | SIZE/Quantity | Rate | Bid price (including Taxes) |
|-------|-------------------------------|--------------------------------|---|---------------|-----------------------------|
| MC-1 | Acid Black | Best Quality | 300 ML | Per Bottle | |
| MC-2 | Air freshener | Best Quality | 300 ML | Per Bottle | |
| MC-3 | Bucket Plastic | Best Quality | 16L | Each Per Item | |
| MC-4 | Broom | Best Quality | | Per Kg | |
| MC-5 | Door Locks (tala) with Keys | China Made | Small | Each Per Item | |
| MC-6 | Door Locks (tala) with Keys | China Made | Medium | Each Per Item | |
| MC-7 | Door Locks (tala) with Keys | China Made | Large | Each Per Item | |
| MC-8 | Dry Battery 12 V | Best Quality | A23 | Each Per Item | |
| MC-9 | Dry Battery 1.5 V | Best Quality | AAA | Each Per Item | |
| MC-10 | Dry Battery 1.5 V | Best Quality | AA | Each Per Item | |
| MC-11 | Dust bin plastic | Best Quality, Plastic | Large size | Each Per Item | |
| MC-12 | Dust bin plastic | Best Quality, Plastic | medium size | Each Per Item | |
| MC-13 | Dust bin plastic | Best Quality, Plastic | Small size | Each Per Item | |
| MC-14 | Duster cloth (White) | Cotton Material, Fine Clothing | 20" x 30" | Per Dozen | |
| MC-15 | Duster Cloth (Yellow) | Cotton Material, Fine Clothing | 20" x 30" | Per Dozen | |
| MC-17 | LED bulb | Best Quality | 18, 23,42 & 52 W | Each Per Item | |
| MC-18 | Extension Board for computers | Best Quality | 4+ slots with 2 core 70/76 cable 5 meter | Each Per Item | |
| MC-19 | Extension Board for computers | Best Quality | 4+ slots with 2 core 70/76 cable 10 meter | Each Per Item | |
| MC-20 | Floor Brush with handle | Best Quality | Standard size | Each Per Item | |
| MC-21 | Insect killer spray | Best Quality | 300 ML | Each Per Item | |
| MC-22 | Jala brush with handle | Best Quality | Standard size | Each Per Item | |

Bidder Signature and stamp: _____

| S# | ITEM | Specification | SIZE/Quantity | Rate | Bid price (including Taxes) |
|-------|--|-----------------------------|------------------|-----------------|-----------------------------|
| MC-23 | Glass Jug | Best Quality | 2L/2.5L | Each Per Item | |
| MC-24 | Kitchen Tissue Roll | Best Quality | Large Size | Each Per Item | |
| MC-25 | Liquid Hand Wash (Refresh, Moisture, Classic, Revitalize, Sensitive) | Best Quality | 250 ml | Each Per Bottle | |
| MC-26 | Lota Plastic | A-Grad Quality, White Color | Normal | Each Per Piece | |
| MC-27 | Mop (steel handle) | Best Quality | 51" long | Each Per Item | |
| MC-28 | Detergent liquid | Best Quality | 500 ML | Each Per Item | |
| MC-29 | Mug Plastic | A-Grad Quality, White Color | Normal | Each Per Piece | |
| MC-30 | Phenyl | Best Quality | 2.75 liter | Each Per Bottle | |
| MC-31 | Puchara for cleaning floor | | 2 Kg | Each Per Item | |
| MC-32 | Toilet Soap | Best Quality | 125 gm | Each Per Item | |
| MC-33 | Washroom cleansing liquid | Best Quality | 500 ML to 600 ML | Each Per Item | |
| MC-34 | Terry Towel | with dense terry fabrics | 24"x36" | Per piece | |
| MC-35 | Tissue Box (Perfumed) | Best Quality | 150 x 2ply | Each Per Item | |
| MC-36 | Toilet Roll | Best Quality | | Each Per Item | |
| MC-37 | Washing Powder | Best Quality | 1 Kg | Each Per Pack | |
| MC-38 | Washing Powder | Best Quality | 2 Kg | Each Per Pack | |
| MC-39 | Window Glass Cleaning Spray | Best Quality | 500 ML | Each Per Piece | |
| MC-40 | Wiper plastic | For Floor | Large | Each Per Item | |
| MC-41 | Wiper plastic | For Small Rooms | Medium | Each per Item | |
| MC-42 | Wiper plastic | For Washrooms | Small | Each per Item | |
| MC-43 | Table cloth Green blazer | For the office table | Meter | Each per meter | |

Bidder Signature and stamp: _____

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

A. LANGUAGE

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

B. BID SECURITY DEPOSIT (Where Applicable)

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

C. PLACE AND TIME OF DELIVERY

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

(i) Delivery Schedule

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

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 KP Public Procurement 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.

Bidder Signature and stamp: _____

F. PACKAGING

Material should be packed suitably in appropriate wooden/metallic boxes/containers/pallets in such a manner that the goods are not lost or damaged in handling/transportation and the packing should be suitable enough to reach at the stores of procuring entity safely.

Each pack or container should clearly indicate the following information:

- Purchase Order Number and date.
- Name of Product/Deliverable.
- Quantity
- Gross and net weights
- Name of Manufacturers/service providers

Manufacturer's instructions regarding the maximum storage life of the product and the storage conditions must be followed.

Material/works/service should be delivered at the stores of procuring entity in original packing of the manufacturer.

Where applicable, manuals containing instructions of the manufacturer about the application (in use) of the item should be provided in English. If required by the procuring entity, technical experts should be sent by the manufacturer for the application of the item at site.

G. PERFORMANCE BANK GUARANTEE (OPTIONAL)

Successful bidders shall furnish a Performance Bank Guarantee of 10%(where applicable) of the value of the 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 the purchase order/contract and shall be returned within 10 days after the expiry of the warranty period, and satisfactory performance

If such a 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).

Bidder Signature and stamp: _____

- d. Valid Income Tax Exemption Certificate (otherwise, Income Tax at the 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 the rules
- j. Certificate from the procuring entity stating Goods as per standard/professional requirement (format given below)

<Name of procuring entity>
<Address of procuring entity>

Bidder Signature and stamp: _____

DETAIL OF STANDARDS (if applicable)

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

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

(Assessment /Evaluation Officers)
Name and Designation

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

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

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

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

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

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

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

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

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

Bidder Signature and stamp: _____

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 KP Public Procurement 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 the procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by KP-PPRA in accordance with the KPPRA Law.

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 subletting 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

Bidder Signature and stamp: _____

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 (of the contract agreement)

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, lockout 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 or modification of the terms of the Agreement shall be made except by a written amendment signed by the Parties hereto.

T. NOTICES

Bidder Signature and stamp: _____

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

To: The Client

To: The Supplier

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

U. QUALIFICATION CRITERIA

The following is the qualification criteria. Procuring Entity may add more (if required) strictly in accordance with the PPRA rules.

1. Bidders should be registered entities with the Government (contractor with PEC; Company with SECP or any other relevant authority).
2. Carrying a National Tax Number (NTN) , or a CBR Tax Exemption Certificate;
3. Sales tax certificate (where required)
4. Financial health (Financial Audit Report, Bank Statement in the past 3 fiscal years);
5. Should demonstrate similar experience for at least 05 years
6. Performance Certificate of the claimed experience
6. The bidder shall submit an affidavit that his firm is not in blacklist by the concerned procuring entity on. Bld Form-02

Bidder Signature and stamp: _____

Annexure B: Terms and Conditions of Agreement

This Contract Agreement is hereby agreed between the M/s _____, Government Contractor Peshawar hereinafter referred to as first party or supplier or contractor and Provincial Health Services Academy (PHSA), Department of Health Government of Khyber Pakhtunkhwa Peshawar hereinafter referred to as second party on following terms and conditions on this day of _____.

1. The purpose of the contract is to provide miscellaneous contingent items by the first party to the second party as set out in the tender notice and Bid Solicitation Documents i.e. statement of requirements, specifications and demand order placed by the second party as per the following approved rates for the entire F.Y. 2026-27:

| S# | ITEM | Specification | SIZE/Quantity | Rate (including Taxes) | Approved Rate (including Taxes) |
|-------|--|--------------------------------|---|------------------------|---------------------------------|
| MC-1 | Acid Black | Best Quality | 300 ML | Per Bottle | |
| MC-2 | Air freshener | Best Quality | 300 ML | Per Bottle | |
| MC-3 | Bucket Plastic | Best Quality | 16L | Each Per Item | |
| MC-4 | Broom | Best Quality | | Per Kg | |
| MC-5 | Door Locks (tala) with Keys | China Made | Small | Each Per Item | |
| MC-6 | Door Locks (tala) with Keys | China Made | Medium | Each Per Item | |
| MC-7 | Door Locks (tala) with Keys | China Made | Large | Each Per Item | |
| MC-8 | Dry Battery 12 V | Best Quality | A23 | Each Per Item | |
| MC-9 | Dry Battery 1.5 V | Best Quality | AAA | Each Per Item | |
| MC-10 | Dry Battery 1.5 V | Best Quality | AA | Each Per Item | |
| MC-11 | Dust bin plastic | Best Quality, Plastic | Large size | Each Per Item | |
| MC-12 | Dust bin plastic | Best Quality, Plastic | medium size | Each Per Item | |
| MC-13 | Dust bin plastic | Best Quality, Plastic | Small size | Each Per Item | |
| MC-14 | Duster cloth (White) | Cotton Material, Fine Clothing | 20" x 30" | Per Dozen | |
| MC-15 | Duster Cloth (Yellow) | Cotton Material, Fine Clothing | 20" x 30" | Per Dozen | |
| MC-16 | Energy saver bulb | Best Quality | 18, 23,42 & 52 W | Each Per Item | |
| MC-17 | LED bulb | Best Quality | 18, 23,42 & 52 W | Each Per Item | |
| MC-18 | Extension Board for computers | Best Quality | 4+ slots with 2 core 70/76 cable 5 meter | Each Per Item | |
| MC-19 | Extension Board for computers | Best Quality | 4+ slots with 2 core 70/76 cable 10 meter | Each Per Item | |
| MC-20 | Floor Brush with handle | Best Quality | Standard size | Each Per Item | |
| MC-21 | Insect killer spray | Best Quality | 300 ML | Each Per Item | |
| MC-22 | Jala brush with handle | Best Quality | Standard size | Each Per Item | |
| MC-23 | Glass Jug | Best Quality | 2L/2.5L | Each Per Item | |
| MC-24 | Kitchen Tissue Roll | Best Quality | Large Size | Each Per Item | |
| MC-25 | Liquid Hand Wash (Refresh, Moisture, Classic, Revitalize, Sensitive) | Best Quality | 250 ml | Each Per Bottle | |
| MC-26 | Lota Plastic | A-Grad Quality, White Color | Normal | Each Per Piece | |
| MC-27 | Mop (steel handle) | Best Quality | 51" long | Each Per Item | |
| MC-28 | Detergent liquid | Best Quality | 500 ML | Each Per Item | |
| MC-29 | Mug Plastic | A-Grad Quality, White Color | Normal | Each Per Piece | |
| MC-30 | Phenyl | Best Quality | 2.75 liter | Each Per Bottle | |

Bidder Signature and stamp: _____

| S# | ITEM | Specification | SIZE/Quantity | Rate (including Taxes) | Approved Rate (including Taxes) |
|-------|-----------------------------|--------------------------|------------------|------------------------|---------------------------------|
| MC-31 | Puchara for cleaning floor | | 2 Kg | Each Per Item | |
| MC-32 | Toilet Soap | Best Quality | 125 gm | Each Per Item | |
| MC-33 | Washroom cleansing liquid | Best Quality | 500 ML to 600 ML | Each Per Item | |
| MC-34 | Terry Towel | with dense terry fabrics | 24"x36" | Per piece | |
| MC-35 | Tissue Box (Perfumed) | Best Quality | 150 x 2ply | Each Per Item | |
| MC-36 | Toilet Roll | Best Quality | | Each Per Item | |
| MC-37 | Washing Powder | Best Quality | 1 Kg | Each Per Pack | |
| MC-38 | Washing Powder | Best Quality | 2 Kg | Each Per Pack | |
| MC-39 | Window Glass Cleaning Spray | Best Quality | 500 ML | Each Per Piece | |
| MC-40 | Wiper plastic | For Floor | Large | Each Per Item | |
| MC-41 | Wiper plastic | For Small Rooms | Medium | Each per Item | |
| MC-42 | Wiper plastic | For Washrooms | Small | Each per Item | |
| MC-43 | Table cloth Green blazer | For office table | Meter | Each per meter | |

- When a demand order is issued by the second party, the first party shall supply the respective miscellaneous contingent items within three days in accordance with the tender specifications at PHSA. No transportation cost shall be borne by the second party.
- The first party shall submit its bill(s) after the supply. The bills will be processed upon a satisfactory inspection report of the supplied items received from the Inspection Committee.
- The contract is valid for the Financial Year 2026-27.
- Supply of items shall not be affected/delayed at any cost/condition.
- The first party shall submit Rs. 10% of the total bids evaluated as per the previous year's consumption data as performance security that shall be returned after successful completion of the contract period.
- Supplies shall be of good quality. Supply of sub-standard items shall not be accepted. It shall be returned to first party and replaced immediately. In case of delayed supply performance security will be forfeited.
- In case of any mishap, an enquiry shall be conducted by the Health Department KP to ascertain the causes of the mishap, and if the first party is found guilty, it shall be charged accordingly and the contract shall be terminated with forfeiture of performance security.
- In case of substandard supply, the firm will be warned 01 time, besides forfeiting of performance security and the case of blacklisting will be initiated.

FIRST PARTY

SECOND PARTY

Name of Supplier/Contractor:

Director General PHSA

CNIC No. _____

Bidder Signature and stamp: _____

Phone No. _____

Signature _____

Date: _____

Signature _____

Date: _____

Bidder Signature and stamp: _____

