

STANDARD BIDDING DOCUMENT (SBD)

FOR

PURCHASE OF LAB EQUIPMENTS FOR ESTABLISHMENT OF
DIAGNOSTIC LAB ON SINGLE STAGE TWO ENVELOPE
BASIS AT ABDUL WALI KHAN UNIVERSITY MARDAN:-



Tender Enquiry No:-----

Bids Due On: -----

Employer's Signature: _____

Bidder's Signature: _____

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Official Seal: _____

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Part One - Section I.

Instructions to Bidders

Notes on the Instructions to Bidders

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

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

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

These Instructions to Bidders will not be part of the contract.

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Instructions to Bidders

A. Introduction

1. Source of Funds

- 1.1 The Procuring agency has received/applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
- 1.2 The funds referred to above in addition shall be “Public Fund” which according to 2 (l) of KPP Rules 2014 means (i) Provincial Consolidated Fund; (ii) foreign assistance; (iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government.
- 1.3 Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Khyber Pakhtunkhwa., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the KPP Rules, 2014 and its Bidding Documents except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa.

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2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014.

3. Eligible Goods and Services

3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.

3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 The bidding documents include:

- a) Instructions to Bidders (ITB)
- b) Bid Data Sheet
- c) General Conditions of Contract (GCC)
- d) Special Conditions of Contract (SCC)
- e) Schedule of Requirements
- f) Technical Specifications
- g) Bid Form and Price Schedules
- h) Bid Security Form
- i) Contract Form
- j) Performance Security Form
- k) Manufacturer’s Authorization Form

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5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for Documents clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.

7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.

7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

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

9. Documents Comprising the Bid

9.1 The bid prepared by the Bidder shall comprise the following components:

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

10. Bid Form

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

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.

11.3 The Bidder’s separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency’s right to contract on any of the terms offered.

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

12. Bid Currencies

12.1 Prices shall be quoted in US Dollar unless otherwise specified in the Bid Data Sheet.

13. Documents Establishing Bidder’s Eligibility and Qualification

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

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- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:
- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
 - b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

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

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility
- and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
- a) A detailed description of the essential technical and performance characteristics of the goods;
 - b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and
 - c) An item-by-item commentary on the Procuring agency's Technical Specifications

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demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as non-responsive, pursuant to ITB Clause 24.

15.2 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.

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

16. Period of Validity of Bids

16.1. Bids shall remain valid for a minimum period of **120 days** after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.

16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

17. Format and Signing of Bid

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall

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be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

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

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

18. Sealing and Marking of Bids

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

- a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
- b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid’s misplacement or premature opening

19. Deadline for Submission of Bids

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

19.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

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

21. Modification And Withdrawal

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

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

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

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

D. Opening and Evaluation of Bids

22. Opening of Bids by the Procuring Agency

22.1 The Procuring agency will open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders’ representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Procuring agency will prepare minutes of the bid opening.

23. Clarification of Bids

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

24. Preliminary Examination

24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Evaluation and Comparison of Bids

25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24. **To facilitate evaluation and comparison, all bid prices should be quoted in US Dollars**

25.2 The Procuring agency’s evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

25.3 The Procuring agency’s evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:

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- a. incidental costs
- b. delivery schedule offered in the bid;
- c. deviations in payment schedule from that specified in the Special Conditions of Contract;
- d. the cost of components, mandatory spare parts, and service;
- e. the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid;
- f. the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or other specific criteria indicated in the Bid Data Sheet and/or
- g. in the Technical Specifications

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

- a. Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.
- b. Delivery schedule.
 - i. The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery “adjustment” will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.
or
 - ii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.
 - iii. The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.
- c. Deviation in payment schedule:
 - i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for

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such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.

or

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

d. Cost of spare parts.

- i. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

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

or

- iii. The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.

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

The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

f. Operating and maintenance costs.

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

g. Performance and productivity of the equipment.

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

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Or

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

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

Alternative 25.4 Merit Point System:

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

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

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

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

26. Contacting the Procuring Agency

- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

E. Award of Contract

27. Post-Qualification

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

28. Award Criteria

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

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

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

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

- 30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

31. Notification of Award

- 31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its

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bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

32. Signing of Contract

32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

33. Performance Security

33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

34.1 The Government of Khyber Pakhtunkhwa requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPP Act, 2009 and Rules made thereunder:

a) defines, for the purposes of this provision, the terms set forth below as follows:

i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a

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procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;

b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

35. Integrity Pact

35.1 The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.

Part One - Section II.

General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract in Part One Section II, read in conjunction with the Special Conditions of Contract in Part Two Section III and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Part Two Section III.

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General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

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

2. Application

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

3. Country of Origin

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

4. Standards

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

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

- 5.1 The Supplier shall not, without the Procuring agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring agency’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier’s performance under the Contract if so required by the Procuring agency.
- 5.4 The Supplier shall permit the Procuring agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.

6. Patent Rights

- 6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of

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patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

7. Performance Security

- 7.1. Hundred Percent (100%) amount of the Performance Bond in the shape of Bank Guarantee shall remain valid and in full force and effect Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.

7. Inspections and Tests

- 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8. Packing

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and

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weights shall take into consideration,
where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.

10. Delivery and Documents

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

- 10.2 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Duties and Taxes

- 13.1 Export / Custom Duties and other taxes, if any, levied by the Seller's country on the goods/material/equipment supplied shall be paid by the seller and should not be included in the quoted price.
- 13.1. Import / Custom Duties and other taxes, if any, levied by the Purchaser's country on the goods/material/equipment supplied shall be paid by the Purchaser and should not be included in the quoted price.
- 13.2. Custom/Import duties, and other charges for import / export of contractor's employees' personnel effects shall be paid by the Contractor.
- 13.3. The Contractor shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the Purchaser's country.

14. Incidental Services

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- 14.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- 14.2 performance or supervision of on-site assembly and/or start-up of the supplied Goods;
furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- 14.3 performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 14.4 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

15. Spare Parts

- 15.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
 - a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - b) in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements;
 - ii. following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

16. Warranty

- 16.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 16.3 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as

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the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

16.3 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

17. Payment

17.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

17.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

17.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

17.4 The currency of payment US Dollars

18. Prices

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

19. Change Orders

19.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
- b) the method of shipment or packing;
- c) the place of delivery; and/or

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d) the Services to be provided by the Supplier.

19.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

20. Contract Amendments

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

21. Assignment

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

22. Subcontracts

22.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

22.2 Subcontracts must comply with the provisions of GCC Clause 3.

23. Delays in the Supplier's Performance

23.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements

23.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

23.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

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24. Liquidated Damages

- 24.1.** If the contractor fails to deliver any or all of the goods within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to other remedies under the contract, deduct from the contract price / Bank Guarantee as liquidated damages, a sum not more than 0.5% of the contract price per week or part thereof for first four weeks, 1.00% per week for next four weeks and 1.5% per week exceeding four weeks up to maximum extent of **10%** of the contract value.
- 24.2.** In case the Purchaser is satisfied that the delayed / defective shipment was due to some mistake or circumstances beyond control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the Purchaser may impose Liquidated Damages for not more than a sum equivalent to 0.5% of the delayed or defective shipment per week or part thereof for first two weeks, 1.00 % per week for next three weeks and 1.5% per week exceeding five weeks but not exceeding 10% of the contract value of the delayed/ defective shipment provided that the contractor takes immediate remedial measures for the replacement of defective shipment and takes prompt steps to mitigate the delay. The Purchaser may however, impose Liquidated Damages as per (a) above if the delayed or defective shipment has affected the project completion schedule or has resulted in production losses.
- 24.3.** Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase order/contract/LC and to forfeit the Guarantee (if applicable) after intimating the supplier for such cancellation / forfeiture.

25. LIMITATION OF LIABILITY

- 25.1.** Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

26. Termination for Default

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

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For the purpose of this clause:

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

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

26.2. In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

27. Force Majeure

27.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

27.2. For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

27.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

28. Termination for Insolvency

28.1. The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

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29. Termination for Convenience

- 29.1. The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 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 Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
 - a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

30. Resolution of Disputes

- 30.1. The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 30.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

31. Governing Language

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

32. Applicable Law

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

33. Notices

- 33.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other

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party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

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

33. Signing of contract:

33.1. At the same time that the successful Bidder is notified that his bid has been accepted the Purchaser will issue Purchase Order incorporating all terms & conditions and same will be sent to the Bidder for acceptance.

33.2. At the same time that the successful Bidder is notified that his bid has been accepted and his Performance Bond is received by the Purchaser, the Contract incorporating all terms and conditions will be sent to the Bidder for execution.

33.3. Letter of Credit shall only be established after receipt of acceptance of Purchase Order and authentication of Performance Bond submitted by the Bidder as per AWKUM's requirement.

34. Criteria for summary rejection

34.1 Any bid not meeting the following criteria, shall likely to be considered as non-responsive for further evaluation:

34.2 The bids must be prepared in the English language.

34.3 The firm prices shall be quoted on both FOB and CIF Karachi/Islamabad/Peshawar basis as required in the Schedule of Requirement (SOR). The freight will be indicated separately for each item / group on the SOR.

34.4 The bids must be based on firm prices and not on any price adjustable formula.

34.5 Performa Invoice of the Principal in original signed and stamped by the Principal or Annexure-A (SOR) duly filled in, signed & stamped by the Principal must be submitted along with the bid giving all necessary details.

34.6 Bidding Form duly filled in, signed and stamped, as per Annexure-B, (without prices with Technical Bid and with prices with Financial Bid). For this purpose, Bidder may either use the photo copies of the format provided in Tender Documents or may reproduce the same on his own letter head filling in blanks and signing and stamping them in original.

34.7 Original Bid Bond for the amount mentioned in the SOR as per AWKUM's requirement must be submitted with technical bid. Bid must reach on or before date and time mentioned in the tender notice/corrigendum.

34.8 The bids must be valid for 180 days or as specified in SOR.

34.9 Bid must not be submitted through Fax or Email etc. directly to the Purchaser.

34.10 Data Summary Sheet duly filled in, signed and stamped as per Annexure-E (without prices with Technical Bid and with prices with Financial Bid) must be submitted along with the bid.

34.11 Copy of Bid received with original Bid Bond will be accepted provisionally provided original bid is received by AWKUM within 10 working days after bid opening

34.12 Fax Bid with copy / swift message of Bid Bond shall be rejected.

34.13 Bid must be accompanied by an Affidavit (Form 4) of Tender Document on non-judicial paper or company letter head.

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34.14 Bid must be accompanied with Corporate & Financial Information (Annexure -J) of tender document

35. CLARIFICATION OF BIDDING DOCUMENTS

35.1 The bidders are expected to carefully examine all instruction, forms specification in the bidding documents. Any bidder in doubt as to the exact meaning or interpretation of any part of the bidding documents must immediately seek clarification in writing from purchaser at mailing address indicated in the INSTRUCTIONS TO BIDDER. All vendors, suppliers, contractors, consultants and alike are encouraged to inform the Registrar AWKUM and Head of Department in case where any AWKUM employee asks for any type of favor.

PART TWO

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Employer's Signature: _____

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Part Two
Section I. Invitation for Bids

Notes on the Invitation for Bids

The Invitation for Bids (IFB) shall be issued as an advertisement in at least three newspaper of general circulation in the Province of Khyber Pakhtunkhwa or Authorities web site as the case may be, allowing at least fifteen days for NCB and forty five days(45) ICB for bid preparation and submission ;

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

The Invitation for Bids should be incorporated into the bidding documents. The information contained in the Invitation for Bids must conform to the bidding documents and in particular to the relevant information in the Bid Data Sheet.

Employer's Signature: _____

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Abdul Wali Khan University Mardan

“Purchase of Lab Equipments for Establishment of Diagnostic Laboratory at Abdul Wali Khan University Mardan

TENDER NOTICE (ADV NO: 14-2021/22)

The Abdul Wali Khan University Mardan invites sealed bids on the basis of “**Single Stage Two Envelopes Procedure**” for the work namely “**Purchase of Lab Equipments for Establishment of Diagnostic Laboratory**” under the project titled “Strengthening of Abdul Wali Khan University Mardan” funded by Higher Education Commission (HEC) from the Original Manufactures/Sole/Authorized Distributors/Suppliers registered with FBR, in Active Tax Payers List (ATL) of Federal Board of Revenue (FBR) as per the following detail:

Description	QTY	Supply Period	Pre-Bid Meeting Date	Issuance of Bidding Documents	Bids Submission Date	Technical Bids Opening Date
Purchase of lab equipments Establishment of diagnostic lab	Detail given in tender documents	As per Work Order	24-05-2022 (11:00 A.M)	Up to 01-05- 2022	02-06-2022 (11:00 P.M)	02-06-2022 (12:00 P.M)

Terms & Conditions:

1. The eligible firms/companies are required to submit two separate sealed envelopes i.e. one envelope containing technical information of the bidder clearly marked as **Technical Bid** while the second envelope containing bid price, clearly marked as **Financial Bid**, accompanied with Earnest money/Bid security @ 2% of quoted Bid Cost including stamp duty in favor of the Treasurer Abdul Wali Khan University Mardan in shape of Call Deposit/Bank Guarantee (in original) from any scheduled bank of Pakistan.
2. Payment shall be made through Letter of Credit on C&F basis in USD.
3. The “**Technical bid**” of the firm/company will be evaluated in accordance with the evaluation criteria as provided in the bidding documents. The Financial bids of only those firms shall be opened and allowed to participate in the tendering process declared qualified by the Technical Committee.

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Technical bids will be opened first and financial bids will be opened after completion of evaluation process, in the presence of technically qualified bidders. The financial bids of un-successful bidders will be returned unopened.

4. Bidders must quote all prices as C&F based
5. Incomplete/disfiguring/over-writing/delayed bids will be considered non-responsive.
6. The bidders are at liberty to seek any clarification or further information from the office of the undersigned, if desires on any working day during office hours.
7. The Abdul Wali Khan University Mardan reserves the right to accept/reject any/all tenders/bids prior to acceptance of a bid, the procuring entity shall upon request communicate to any bidder who submitted a bid, the ground for rejection of bid(s) as per PPRA 's/ KPPRA 's rules.
8. The quantities of item(s) can be increased/decreased as per PPRA/KPPRA Rules.
9. A complete set of bidding documents may be purchased from office of the Undersigned on submission of written application upon payment of a non-refundable fee for printing of documents amounting to Rs. 500/- to be deposited in the Treasurer Abdul Wali Khan University Mardan.
10. Tender forms/bidding documents shall be issued to the original Manufactures/Authorized Distributors/Suppliers or their/his authorized agent.

Note: This tender Notice is also available at University website (www.awkum.edu.pk)

PROCUREMENT OFFICER
Abdul Wali Khan University Mardan
Khyber Pakhtunkhwa, Pakistan
[Ph.: 0937-843368](tel:0937-843368)
[Email:procurement@awkum.edu.pk](mailto:procurement@awkum.edu.pk)

Employer's Signature: _____

Bidder's Signature: _____

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Section II. Bid Data Sheet

Notes on the Bid Data Sheet

Section II is intended to assist the Procuring agency in providing the specific information in relation to corresponding clauses in the Instructions to Bidders included in Part one Section I, and has to be prepared for each specific procurement.

The Procuring agency should specify in the Bid Data Sheet information and requirements specific to the circumstances of the Procuring agency, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section II, the following aspects should be checked:

- a. Information that specifies and complements provisions of Part One Section I must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of Part One Section I as necessitated by the circumstances of the specific procurement, must also be incorporated.

Employer's Signature: _____

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Section III. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the Bid Data Sheet in Section II, the clauses in this Section are intended to assist the Procuring agency in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section III complement the General Conditions of Contract included in Part one, Section II, specifying contractual requirements linked to the special circumstances of the Procuring agency, the Procuring agency's country, the sector, and the Goods purchased. In preparing Section III, the following aspects should be checked:

- a. Information that complements provisions of Part one Section II must be incorporated.
- b. Amendments and/or supplements to provisions of Part one Section II, as necessitated by the circumstances of the specific purchase, must also be incorporated.

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Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1.1	Source of Fund: Public Fund: {A PC-I titled “ STRENGTHENING OF ABDUL WALI KHAN UNIVERSIT MARDAN ” amounting to Rs. 3641.553 Million was approved by the Federal Government in its meeting dated 27-05-2021 and as such the instant project is being sponsored by the Higher Education Commission (HEC)}. The work namely “Establishment of Diagnostic for Abdul Wali Khan university Mardan ” is a component of the project titled above.
ITB 1.1	Project Allocated Amount: ----- Million (FEC Component is ----- Million)
ITB 1.1	Name of Project: STRENGTHENING OF ABDUL WALI KHAN UNIVERSIT MARDAN
ITB 1.1	Name of Contract: PURCHASE OF LAB EQUIPMENTS FOR ESTABLISHMENT OF DIAGNOSTICS LAB
ITB 4.1	Name of Procuring Agency: Abdul Wali Khan University Mardan
ITB 6.1	Address: Procurement Abdul Wali Khan University Mardan Telephone: +92-0937-843368 Fax: +92-0937-843354 Email: procurement@awkum.edu.pk
ITB 8.1	English
Bid Price and Currency	
ITB 11.2	The Price shall be quoted in C&F. (The bidder will be responsible for insurance, custom clearance, local transportation, installation, testing, commissioning, performance and trainings.)
ITB 12.1	Currency: US Dollar (USD)
Preparation and Submission of Bids	
ITB 13.3 (d)	Qualification requirements. As per Qualification criteria mentioned in ITB No. 25.3 of Bid Data Sheet.
ITB 15.1	Amount of bid security. Two (2) percent of the bid amount/quoted price.
ITB 16.1	Bid validity period: 120 days after opening the bids
ITB 17.1	Number of copies: One Original

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	One Copy
ITB 18.2 (a)	Procurement Abdul Wali Khan University Mardan
ITB 18.2 (b)	IFB title and number: Adv (14-2021/22)
ITB 19.1	Deadline for bid submission: As per invitation to bids
ITB 22.1	Time, date, and place for bid opening. Conference Room or any place selected and notified by the Procurement Officer Abdul Wali Khan University Mardan
Bid Evaluation	
ITB 25.3	<p>Criteria for bid evaluation.</p> <p>Qualification of Bidders shall be evaluated on the basis of below mentioned criteria. Bidders must secure at least 60% score in addition to fulfillment of mandatory requirements.</p> <p>The Employer reserves the right to waive minor deviations, if they do not materially affect the capability of the Bidder to perform the Contract.</p> <p>A. Mandatory Requirements:</p> <p>1. Mandatory Documents :-</p> <p>Bidder must provide the following Mandatory Documents:</p> <ol style="list-style-type: none"> i. Valid Registration with income tax department (Valid NTN) along with Sales Tax Return Number (STRN). ii. Participating firm must be ISO 9001; 2015 certified company. iii. Undertaking must be attached showing that the equipment/supplies quoted by the firm are imported through legal channel/(s) and no grey channel/ smuggled product / international warranty/ refurbished equipment is quoted. iv. A certificate on the official letterhead that the quoted products are hundred percent (100%) comply with the technical specifications mentioned in the bidding documents. v. Participating firm must provide manufacturer’s authorization letter from principal in the name of Abdul Wali Khan University Mardan. University will verify the genuineness of the authorization letter from the principal. vi. Participating firm must mention online verifiable part numbers of offered products. vii. Affidavit in Original: <p style="margin-left: 40px;">“in which clearly mentioned the name of Company and Purpose of issuance on the back of Stamp paper duly signed and stamped by the Owner and attested by Oath</p>

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Commissioner.

Regarding “that the Firm (Name) has never been blacklisted and has not been involved in any litigation or arbitration resulting from contracts completed or under execution by the Bidder” for the current month of submission of Bidding document.

B. Detailed Evaluation Criteria

S.No	Parameters/Sub-Parameters	Marks Assigned	Maximum Marks	Documents required to be attached with Technical bid
Mandatory Certifications				
1	FDA/IVD/MHLW/JAIS Approved certifications for items at serial number 7,8,9,10,11,12,14,15,16,17,18, 19 at the schedule of requirement (Page number 51 to 53 of the bidding documents)	Mandatory	Mandatory	1:FDA/IVD/MHLW/JAIS Certificate of each of the quoted Product is mandatory to be provided
2	Manufacturer/Principal Authorization certificate/TIER 1 partner for all items at the schedule of requirement (Page number 51 to 53 of the bidding documents)	20	20	1:Authorisation certificate needs to be attached as Annex-B
Experience				
1	Experience of the firm for similar nature works amounting to Rs.30 Million or greater completed during the last 10 Years (Similar nature works means all Lab equipment related works)	6 Marks per for each project	30	1: Work order/Supply order and completion certificates needs to be attached as Annex-C

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2	Experience of the firm for similar nature works in hand amounting to Rs.30 Million or greater. (Similar nature works means all Lab equipment related works)	5 Marks per for each project	20	1: Work order/Supply order needs to be attached as Annex-D
3	Experience of the firm for General nature works amounting to Rs.30 Million or greater completed during the last 10 Years (General nature works means all other works except similar nature works)	5 Marks per for each project	10	1: Work order/Supply order and completion certificates needs to be attached as Annex-E
Networking and Training				
1	Service center/Support center in Pakistan	1 Marks per center	5	1: office addresses with contact numbers needs to be attached as Annex –F
Financial status				
1	Financial Status of the firm (Last two years only)	5 Marks per year	10	1.Bank statements 2. Balance sheets 3. Yearly turn over greater than 50 Million needs to be attached as Annex-H
Warranty points				
2	Special Features Warranty should be from original manufacturer/Principal and should be beyond the 1 year warranty period provided at the time of delivery of the equipment.	2.5 Marks for each year offered	5	1.Warranty certificate needs to be attached with the Technical Bid as Annex-I

Employer's Signature: _____

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	<p>Bidder” for the current month of submission of Bidding document.</p> <p>Best Evaluated Bid Criteria</p> <p>The bidder obtaining at least 70 % score in technical bid will be considered as qualified. Financial bids of technically bidders will be opened in the presence of the representatives of the firms who wish to attend the tender opening.</p> <p>Amongst the Technically qualified bidder, the bidder offering the lowest priced bid will be awarded for the award of the project.</p> <p>Bidder shall provide verifiable documentary evidence to demonstrate their Experience, Personnel, Equipment and Financial Capabilities. No marks will be given to the information for which documentary evidence is not provided.</p> <p>1. Supply Orders along with Completion Certificates/Satisfactory Reports of Completed Works.</p> <p>A.No Marks will be given to the information for which documentary evidence is not provided.</p>
<p>ITB 25.4 (a) ITB 25.4 (b) Option (i)</p>	One option only: Delivery schedule.
<p>ITB 25.4 (c) (ii)</p>	Deviation in payment schedule: As per bid documents GCC Clause 16
<p>ITB 25.4 (d)</p>	Cost of spare parts: As per bid documents GCC Clause 14
<p>ITB 25.4 (e)</p>	Spare parts and after sales service facilities in the Procuring agency’s country: As per bid documents GCC Clause 14
<p>ITB 25.4 (f)</p>	Operating and maintenance costs: As per bid documents GCC Clause 8
<p>ITB 25.4 (g)</p>	Performance and productivity of equipment: As per bid documents GCC Clause 8
<p>ITB 25.4 (h)</p>	As per Qualification criteria mentioned in ITB No. 25.3 of Bid Data Sheet.

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Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. 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.

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring agency should draft specifically for each procurement.]

1. Definitions (GCC Clause 1)

The Procuring agency is: Abdul Wali Khan University Mardan, Abdul Wali Khan University Mardan

The Procuring agency's country is: Islamic Republic of Pakistan

The Project Site is: Abdul Wali Khan University Mardan (Main Campus), Abdul Wali Khan University Mardan

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

Performance Security (GCC Clause 7)

The amount of performance security, as a percentage of the Contract Price, shall be: ten (10) percent of the Contract Price. After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.

3. Inspections and Tests (GCC Clause 8)

Inspection and tests prior to delivery of Goods and at final acceptance are as follows:

- i. The Procuring Entity shall inspect quality, quantity and specifications of items after delivery at the procuring Entity premises.
- ii. The Inspection Committee of Abdul Wali Khan University Mardan will carry out detailed Physical examination of delivered stocks and can reject any item if found not according to the

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approved/required Technical Specifications etc. Moreover, the Supplier will also be responsible to replace the same with his own cost without any financial claim.

4. Packing and Marking (GCC Clause 9)

- 4.1. All the items to be provided in proper company packing with brochures and CDs.
- 4.2. All Packages/boxes must bear the Purchase Order No. as Shipping Marks, Country of Origin and Weight in Kilograms (Gross/Net). The marks must tally with shipping documents like Bill of Lading (B/L) and manifest there should not be any difference.
- 4.3. In addition to the above mentioned shipping marks, the following procedure of color code marking is to be adopted / made on each side of the package/box/container while dispatching the material:
“There will be an isosceles triangle with or less than six inches’ side, triangle side marked in black lines, letters “AWKUM” inscribed inside, the letters to be not less than 1½” tall and will be in black. On big packages/boxes/containers, the sides or triangle and letters will be increased appropriately. Underneath the triangle there will be two color code bars in “GREEN” color size six inches in length and 1½” in width. If the above color codes marking is not appropriate/suitable, the sizes and color may be changed”.
- 4.4. Each item of the consignment should also be marked with item # of the Purchase Order.

5. Delivery and Documents (GCC Clause 10)

- i. The Bidder shall deliver the items at the destination in scratch-less condition with all the Manufacturer’s Supplied Accessories.
- ii. Upon delivery, the Supplier shall notify the Procuring agency the full details of the delivery, including description of items, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring agency:
 - iii. copies of the Supplier’s invoice showing items’ description, quantity, unit price, and total amount;
 - iv. Manufacturer’s or Supplier’s warranty certificate;
 - v. Inspection certificate, issued by the nominated Inspection Agency, and the Supplier’s factory Inspection Report;

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vi. Certificate of Origin.

vii. The Supplier shall arrange such transportation of items as required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and conditions prescribed in the Schedule of Requirements.

viii. All the costs associated with the transportation including loading/unloading and other expenses will be borne by the Supplier till the delivery of the items at the procuring agency premises

6. Insurance (GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller's responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

7. Warranty & Period of correction of defects (GCC Clause 15)

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

GCC 15.2—This warranty shall remain valid for Thirty Six (36) months after the items, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

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

GCC 15.4—Upon receipt of such notice, the Supplier shall, within 24 Hours and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.

GCC 15.5—If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

8. Payment (GCC Clause 16)

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract

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shall be specified as follows:

GCC 16.2—The Supplier’s request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

GCC 16.4—The payment shall be made through Letter of Credit on C&F basis in USD in the following manner

- 1: 180 % payment will be processed upon submission of shipping documents and other relevant documents.
- 2: Remaining 20% payment will be processed after successful installation of the items in the premises of the university.

9. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: 0.5% per week after expiry of delivery period from the date of issuance of Supply Order.

Maximum deduction: 10% of Contract Cost

10. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency’s country.

Governing Language

The Governing Language shall be: English

12. Applicable Law

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

The Employment of Children (ECA) Act 1991
The Bonded Labour System (Abolition) Act of 1992
The Factories Act 1934

14. Notices

Employer’s Signature: _____

Bidder’s Signature: _____

Official Seal: _____

Official Seal: _____

Procuring agency's address for notice purposes:

Procurement Officer

Abdul Wali Khan University Mardan, Anbar Abdul Wali Khan University Mardan

Supplier's address for notice purposes:

(Note: the information are required to be provided by the bidder concerned)

Name of the Supplier: _____

Postal Address of the Supplier: _____

Telephone No. of Supplier: _____

Email Address of Supplier: _____

Fax No. of Supplier: _____

15. Shipment intimation:

15.1 The beneficiary within 24-48 hours of making shipment must send fax OR E-mail to (1) Procurement officer AWKUM intimating them the following:

- i. L/C numbers and Purchase Order / Contract No.
- ii. Name of the Ship & Shipping Line.
- iii. Bill of Lading No. & Date.
- iv. Total CIF value of the consignment shipped.
- v. Port of shipment.
- vi. No. of boxes/packages/pieces.
- vii. Net and gross weight.
- viii. Expected time of arrival (ETA) of ship.

16. Shipment instructions

16.1. The contractor/supplier/vendor is requested to ensure that Commercial Invoice / Packing List shall be pasted on the inner side of the door of container for FCL Shipments and on Boxes/ Crates / Cartons etc. for LCL Shipments. Non- Compliance to this instruction may result in penalty imposed by Custom Authorities which shall be recovered from the Contractor/Supplier/Vendor.

16.2. Please ensure that in case of CFR purchase order / contracts the local charges at Karachi Seaport/Airport must be included in the freight cost.

16.3. The freight forwarders/shipping agents at country of origin must include the corresponding local charges such as delivery order/port handling & container rentals for free time etc. company shall pay only the wharf age/demurrage. charges. They should also ensure that there should be only

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one local agent of the shipping company who should handle such matters. In case AWKUM had to pay such charges, it shall be recovered from the contractor.

17. Charges for LC establishment:

- 17.1 All charges of credit opening bank for credit will be borne by the AWKUM.
- 17.2 All charges of corresponding bank such as negotiation of documents, adding confirmation to credit etc. will be to the account of beneficiary.
- 17.3 All charges for amendments / extension in L/C will be to the account of beneficiary.

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Official Seal: _____

Section IV. Schedule of Requirements

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Procuring agency, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section VI. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 29.

The date or period for delivery should be carefully specified, taking the date prescribed herein from which the Procuring agency's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

The Procuring agency must specify here the date from which the delivery schedule will start. That date should be either the date of contract award, or the date of contract signature, or the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Bid Form should include only a cross-reference to this Schedule.

Employer's Signature: _____

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SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

Number	Description	Quantity	Delivery schedule (shipment) in weeks/months from the Date of Contract Award¹
01	Class II Type B2 Biosafety Cabinet BB3:B14	01	02 months after opening of LC
02	Ducted Fume Hood	01	02 months after opening of LC
03	High Speed Centrifuge Machine	01	02 months after opening of LC
04	Block Heater/Dry Bath	01	02 months after opening of LC
05	High Pressure Steam Sterilizer	01	02 months after opening of LC
06	Fully Autoclave Single-channel Adjustable Volume	05	02 months after opening of LC
07	Flame Photometer	01	02 months after opening of LC

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08	96-Well Thermal Cycler	01	02 months after opening of LC
09	Electrolytic analyzer	01	02 months after opening of LC
10	Auto hematology analyzer	01	02 months after opening of LC
11	Biochemistry Analyzer	01	02 months after opening of LC
12	ANALYZER automated Immunoassay System	01	02 months after opening of LC
13	(-86) °C Ultra Low Temperature Freezer	01	02 months after opening of LC
14	Automated Tissue Processor	01	02 months after opening of LC
15	Semi-Automatic Microtome	01	02 months after opening of LC
16	Real Time PCR System	01	02 months after opening of LC
17	Automatic Nucleic Acid Extraction System	01	02 months after opening of LC
18	Urine analyzer	01	02 months after opening of LC
19	Elisa plate reader and elisa washer	01	02 months after opening of LC

Employer's Signature: _____

Bidder's Signature: _____

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Section V.
Technical Specifications

S.No.	Instrument Name	Latest Specification	Manufacturer
1	Class II Type B2 Biosafety Cabinet	Dedicated exhaust blower for 100 % exhaustion Washable polyester fiber pre-filter prolongs exhaust filter life Washable polyester fiber pre-filter prolongs exhaust filter life Motorized, two-layer laminated hardened, anti-UV glass door Efficient sterilization is performed at 253.7 nm UV emission with timer Time reserve function saves 30 min waiting time when on and off Audio-visual alarm for abnormal pressure, door over height and filter replacement der coating Cabinet Size Inflow Velocity Down flow Velocity Exhaust Memory function ensures constant operation when power-failure Remote control function makes operation easier and convenient UV Lamp and front door interlock function UV Lamp and exhaust blower, illumination interlock function Exhaust Blower and front door interlock function Non-corrosive 304 stainless steel work bench Cold-rolled steel body construction with anti-bacteria power Intuitive LCD display, real-time dynamic display of operating functions Microprocessor controller assures temperature and humidity control (0.53 ± 0.025 m/s) (0.58 ± 0.022 m/s) 0.33 ± 0.025 m/s 360 m ³ /h Polyester Fiber Filter HEPA Filter (99.999 % efficiency at 0.3 µm) HEPA Filter (99.999 % efficiency at 0.3 µm) 420 mm_+20 (17") 200 mm_+(8") LCD Display 20-40 W LED Lamp (10-20 W) ≥ 1000 Lux NSF 49 ≤ 61 dB / EN 12469 ≤ 58 dB ≤ 5 µm ≤ 5 CFU / time ≤ 2 CFU / time 500-800 W AC 220 / 110 V ± 10 % ; 50 / 60 Hz (940 x 600 x 660 mm)_+20 1100 x 750 x 2250 mm_+20	USA/Europe/Japan OR equivalent
2	Ducted Fume Hood	Cabinet Size Airflow Velocity Exhaust Volume Max. Door Opening Height Working Surface Height Glass Door Thickness Display Type Blower UV Lamp Illumination Lamp Noise Power Consumption Power Supply Internal Dimension External Dimension Gross Weight 59-65 Inches 0.3 - 0.8 m/s 950 m ³ /h 520 mm_+20 850 mm_+20 Front Glass: 5 mm_+3, Motorized Digital LED Display Centrifugal blower 10-30 W LED Lamp (10-20 W) ≥ 400 Lux ≤ 68 dB 300-500 W AC 220 / 110 V ± 10 % ; 50 / 60 Hz 1320 x 670 x 730 mm_+ 20 1540 x 800 x 2200 mm_+20 250-450 kg	USA/Europe/Japan OR equivalent

Employer's Signature: _____

Bidder's Signature: _____

Official Seal: _____

Official Seal: _____

3	High Speed Centrifuge Machine	Max. Speed Max. RCF Speed Accuracy Rotor Capacity Run Time Motor Safety Devices Power Dimension [D×W×H] Weight Certification Advanced Features Noise Level 15000rpm(200-15000rpm), increment:10rpm (15000rpm(500-15000rpm)) 21380×g, increment:10×g ±20 rpm 5mL×18, 5mL culture tubex12 0.2mL/0.5mL/1.5mL/ 2mL×24, 0.5mL×36, PCR8×4 30sec-99min/Continuous Brushless DC moto Dual door interlock, Over-speed detection, Automatic internal diagnosis Single-phase,AC220V-240V, 50Hz/60Hz, 5A, AC110V-120V, 50Hz/60Hz, 8A 200W 280×364×266mm 10-20kg CE cTÜVus FCC MCA Speed/RCF switch; Short-time run function; sound-alert function ≤64dB	USA/Europe/Japan OR equivalent
4	Block Heater/Dry Bath	Functions Temperature range (Metric) Temperature control accuracy [at 37°C] Temperature uniformity Max. heating rate Timer Screen Overheating protection Adapter block material Heating block, used for Voltage, Frequency Power Dimension [D×W×H Heating Room temp.-120°C ± 0.5°C ± 0.5°C 5.5°C/min_+2 1min-99h59min 140°C aluminum 1.5mL tubes, 40 holes 100-120V/220-240V,50Hz/60Hz100-200W 175 x 290 x 85mm_+20	USA/Europe/Japan OR equivalent
5	High Pressure Steam Sterilizer	Capacity Sterilization Volume Working Pressure Max. Working Pressure Working Temperature Adjustable Temperature Time Period Power Heat Average Product Dimensions Exterior package Dimensions 35 L φ318×H450 mm 0.22 Mpa 0.23 Mpa 134 °C 105 to 134 °C 0 to 99 min 2.5 to 4.5 ≤± 1 °C 650×410×1140 mm 570×550×1190 mm	USA/Europe/Japan OR equivalent
6	Fully Autocalve Single-channel Adjustable Volume	0.5-10ul Pipette Autocalveable2-20ul Pipette Auto calve able 10-100ul Pipette Autocalveable20-200ul Pipette Auto calve able 100-1000ul Pipette Auto calve able	USA/Europe/Japan OR equivalent
7	Flame Photometer	Flameout protection device 7 inch color Touch Screen Sensitivity Linearity Power Pre - selection of flame sizes Small quantity of sample required multilingual user interface Elements Detected Sample Uptake Response Time Dimension Repeatability Range K, Na < 6 mL / min < 8 s 400 x 250 x 500 mm_+20 < 3% coefficient of variation for 7 consecutive samples 0 – 100 ppm - 0-120ppm 0 – 160 ppm - 0-180ppm 0.01 ppm -0.02ppm 0.01 ppm - 0.02ppm 0.195 ppm - 0.210ppm 0.69 ppm - 0.75ppmm AC 220 V; 50 Hz	USA/Europe/Japan OR equivalent
8	96-Well Thermal Cycler	Dimensions Display For Use With (Application) For Use With (Equipment) Peak Block Ramp Rate Programs Reaction Volume Range Remarks Sample Ramp Rate Temperature Range (Metric) Tm Calculator Capacity Display Type Thermal Accuracy Thermal	USA/Eroupe/Japan

Employer's Signature: _____

Bidder's Signature: _____

Official Seal: _____

Official Seal: _____

		<p>Range Format Temperature Accuracy Temperature Uniformity High-throughput Compatibility Height: 24.5cm (9.6 in.), Width: 23.7 cm (9.3 in.), Depth: 48.5 cm (19.1 in.) 6.5 in. VGA 32k color with touch screen PCR Thermal Cycler 3.9°C/sec Auto re-start (after power outages), Program overwrite protection 10-100 µl V Blocks: 25 °C (5 °C Zone-to-Zone), Standard 0.2 ml ± 3.35 °C/sec 4.0-99.9 °C Menu driven through touch screen 96 x 0.2 ml tubes, 1 x 96-well plate 6.5 in. VGA 32K ±0.0.25°C (35°C to 99.9°C) 0°C to 100°C 0.2 ml tubes, 96-well plate ±0.25°C (35°C to 99.9°C) <0.5 °C (20 sec after reaching 95 °C) 0</p>	
9	Electrolytic analyzer	<p>Method Techniques Principle Sample Volume Reagent Volume Throughput Printer Display Storage Interface Either by manual or through automatic Auto sampling, washing calibration ISE (ion selective electrode), Measurement of Tco2 by pressure method. Serum/Plasma/Whole Blood/Urine/CSF 1ml 60 samples/hour Inner Thermal Printer Large LCD Up to 1000 tests RS-232</p>	USA/Europe/Japan OR equivalent
10	Auto hematology analyzer	<p>Analyzer sample volume would be about 10 µL and the prediluted blood would be equal or more than 20 µL It has capability of storing minimum of 60000 results which are processed Analyzer would have laser scattering system for WBC differentiation and counting of WBC can analyze 60 samples per hour It has digital screen of 10.4 inch which shows the values on the screen Throughput Sample Volume Prediluted Mode Storage Reagents Display Built-In 60 Samples/Hour 10 µL 20 µL Up to 60000 results 3 For Test Touchscreen 10.4-Inch Barcode Scanner</p>	USA/Europe/Japan OR equivalent
11	Biochemistry Analyzer	<p>Equipment details Test throughput Sample types Number of channels(Reagent slots) Sample input/output (Sample disk) Sample equality analysis System interfaces Calibration methods QC Analysis Electrical requirements Water requirements Waste managements Sample volume and Sample dilution Operating conditions Physical dimension Fully Automated Routine chemistry analyzer must be featuring photometric testing along with optional electrolyte Upto100tests/hourformixedrequests manufacturer guideline Serum,Plasma,Urine, whole blood (Hba1c) 25 or more slots(orapproximately14assays)per Ortests/hourforphotometrytestsonly180tests/hourforISEtestsonly reagentdisk,upto8disks More than 2 channelsonISEmodule Loadcapacity: 8positions,continuousloading STAT: Real STAT interrupt is availableContinuousoperation: Additionalssamplesettingduring operation Level detection, Tube bottom detection, cuvette quality control, And electrolyte detection RS 232 serial interface, bi-directional 1 point QChistoryprovidesQCresultsofprevious60days Graphicanalysis of resultsover time power: 100–125Vand200–240V(-</p>	USA/Europe/Japan OR equivalent

Employer's Signature: _____

Bidder's Signature: _____

Official Seal: _____

Official Seal: _____

		15% to +10%) 250VA (320VA with ISE) Frequency: 50Hz or 60Hz ± 0.5% Minimum: Reagent Grade NCCLSType II Recommended: Reagent Grade NCCLSType I Water consumption: 2.5–3.0L/day Water temperature: 15°–32°C Biohazard waste: Separate container 2.0–16.5µL in 0.25µL steps 1.5–100 times Ambient temperature: 15°–32°C Ambient humidity: 30–80% (RH, without condensation) Heat output: Maximum 320W/hr or 270Kcal/hr Noise output: <60dB	
12	ANALYZER automated Immunoassay System	Equipment details Test throughput Sample types Number of channels (Reagent slots) Sample input/output Sample quality analysis System interfaces Calibration methods QC methods and Rerun/reflex function Electrical requirements Water requirements Waste management Sample volume and Sample dilution Operating conditions Physical dimensions/ Fully automated, Random-access system for immunoassay analysis. chemiluminescence (CLIA) technology. Analytical module including Window XP embedded operated touch screen PC Sample handling module: rack or disk operated certified/accredited; 70 or more tests per hour Serum, Plasma, Urine 16 or more channels/reagent slots for up to 18 different assays Load/unload capacity 30 samples (disk) 75 samples on 15 racks Rack types Up to 75 Sample on Rack System Rack handling Routine, STAT, Control, Calibrator STAT Any unoccupied position on the sample disk, dedicated STAT port on rack feeder Disposable Tips and cups for carry over-free pipetting Clot and liquid level detection (LLD) of samples RS 232 serial interface, bi-directional Standard PC ports (USB, Ethernet, Serial etc.) for other communication devices “Upon QC failure” triggered 2-point calibration per lot Individual QC + cumulative QC Preventive QC after calibration Power requirements: 100–120 VAC 50/60 Hz single phase or 200–240 VAC 50/60 Hz single phase Power consumption 800 VA As per manufacturer guideline 10 to 50 µl per test, depending on assay protocol Ambient temperature: 18 to 32 °C (64.4 °F to 89.6 °F) Ambient humidity: 20 % to 80 % Noise Output: 60 dbA (stand-by mode) 63 dbA (avg. during operation) As per manufacturer guideline	USA/Europe/Japan OR equivalent
13	(-86)°C Ultra Low Temperature Freezer	Temperature range Ambient temperature Cooling performance Refrigerant Defrost Mode Cooling method Controller Display Climate class Insulation thickness Compressor Alarm system External material Inner material Shelves Door lock with key External Lock Access Port Casters Data Logging / Interval/ Recording Time Electrical System Backup Battery Rated power nput power Rated current Power consumption Power supply Internal dimension External dimension (W×D×H) Package size 40 to -86°C 16 to 32°C -86°C	USA/Europe/Japan OR equivalent

Employer’s Signature: _____

Bidder’s Signature: _____

Official Seal: _____

Official Seal: _____

		<p>Mixture gas Manual Direct cooling Microprocessor Touch screen N 130 mm 1 pcs High and low temperature, high ambient temperature High quality steel plates with spraying Galvanized steel sheet 3 (stainless steel) Yes Yes 3 pcs. Φ 25 mm 4 +(2 leveling feet) USB/Record every 1 minute / 365 days Power failure, Low battery Sensor error, Main board communication error, Built-in data logger USB failure, Condenser cooling failure, Door ajar, Samples out of date, System failure Yes 1680 W 2000 W 9.1 A 15 KWh/24h 230 ±10% V /50 Hz 750 × 696 × 1286 mm 1090 × 1025 × 1965 mm 1203 × 1155 × 2171 mm_+20</p>	
14	Automated Tissue Processor	<p>Cup Number Single Cup Capacity Processing Time Paraffin Cup Temp. Range Temp. Precision Dripping Time Display Agitation Frequency Environment Temp. Range Power Supply Consumption External Size(W*D*H) Package Size (W*D*H) Gross Weight Within 0~99 hours for the first cup(BK-TS3D Any length);0-24 hours for other cup.g 1°C 0~30s LCD 2 times/min 0~40°C AC220V±10%, 50/60Hz; 110V±10%, 60Hz 500W 1010*420*450 mm 1180*540*560mm 90k</p>	USA/Europe/Japan OR equivalent
15	Semi-Automatic Microtome	<p>Whole Layer Clearance Distance Specimen Horizontal Stroke Specimen Vertical Stroke Specimen Orientation Minimum Sectioning Thickness Sectioning Thickness Range (0.25 to 100 μm) Trimming Thickness Range (1 to 900 μm) Maximum Specimen Size Feed Speed Precision Display Power Consumption Power Supply External Dimension (W×D×H) Package Dimension (W×D×H) Gross Weight 70×70 mm 1500 μm/s, 3500 μm/s ±5% OLED Display 100 W AC 110/220V ± 10%, 50/60Hz 575×420×330 mm 670×550×480 mm 45 kg 0.25 μm increment 0.5 μm increment 1 μm increment 2 μm increment 5 μm increment 10 μm increment 1 μm increment 2</p>	USA/Europe/Japan OR equivalent

Employer's Signature: _____

Bidder's Signature: _____

Official Seal: _____

Official Seal: _____

		µm increment 5 µm increment 10 µm increment 50 µm	
16	Real Time PCR System	Sample Capacity Reaction Volume Thermal Loop Technology Max. Temperature / Cooling Rate Temperature Range Temperature Accuracy Temperature Stability Temperature gradient adjustment range Temperature gradient difference setting range. Excitation light source Detection device Detection mode Excitation / detection wavelength range Fluorescent channels Supported paint Sensitivity Stability Dynamic range 4/6 monochrome high efficiency LEDs Time-dependent signal separation technology 455-650nm / 510-715nm upto 6 channels FAM / SYBR Green, VIC / JOE / HEX / TET, ABY / NED / TAMRA / Cy3, JUNE, ROX / Texas Red, Mustang Purple, Cy5 / LIZ. Single copy gene In the single-fold qPCR, 1.33 times the number of copies can be distinguished. Copy order of 10 sizes	USA/Europe/Japan OR equivalent
17	Automatic Nucleic Acid Extraction System	Nucleic Acid Extraction Method Sample Capacity Sample Volume Extraction Time Magnetic Bead Recovery Magnetic Flux of Bar Operating Temperature Shock Function Temperature Accuracy Sample Protection Function Disinfection Method Safety Door Design Operating System Scanning Storage Interface Power Supply Package Size(W*D*H)mm Gross Weight(kg) Paramagnetic particle method / Spin Column Method 15min-60min ≥98% 3000-6000Gs, can change others Power on self-check, power off protection, high-temperature alarm, over-temperature protection UV Light The instrument is suspended when the safety door is opened Windows system Optional >1000USB interface AC100-240V 50Hz/60Hz 1138*733*1028_+20 30-8	USA/Europe/Japan OR equivalent
18	Urine analyzer	est Items Test Principle Repeatability Stability Display Working Mode Test Speed Data Storage Printer Interface Power Supply Protine Runing Assy kit Real Time PCR Instalation Kit Elisa Instalation Kits Real Time PCR Runing Kits GLU, BIL, SG, KET, BLD, PRO, URO, NIT, LEU, VC and PH.RGB tricolor CV≤1% CV≤1% 2.8-inches color LCD one-step/ slow/ fast testing mode 120 tests/ hour or 60 tests/hour Storage of 1000 sample data, which can be queried by test date and sample number built-in high speed thermal printer Standard RS-232 two-way communication interface switching power supply, 100 to 240 V, 50/60 Hz	USA/Europe/Japan OR equivalent
19	Elisa Plate Reader and Elisa Washer	Plate type Display Standard Wavelength Wavelength accuracy Resolution Reading speed (Single wavelength) Photometric Range Accuracy Optic system Band width Calculation mode Memory Interface Light source Input Power supply Dimensions 96 well plate 6 " LCD 405, 450, 492, 630 nm ± 1 nm 0.001 Abs 5 secs for 96 well plate 0.000 – 4.000 Abs ± 1 % or ± 0.005 A 8-channel optic fibre system < 8 nm ABS, %ABS, Cut-off, Curve, Linear, Log, Exponent, Power regression Upto 10,000 tests	USA/Europe/Japan OR equivalent

Employer's Signature: _____

Bidder's Signature: _____

Official Seal: _____

Official Seal: _____

		results and 100 test protocol RS - 232, USB, SD Card Halogen lamp Touch screen, mouse or external keyboard AC 100 V – 220 V ± 10 %, 50-60 Hz 460 x 330 x 200 mm_+20	
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Employer’s Signature: _____

Bidder’s Signature: _____

Official Seal: _____

Official Seal: _____

Section VI. Sample Forms

Notes on the Sample Forms

The Bidder shall complete and submit with its bid the Bid Form and Price Schedules pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the Bid Security, either in the form included hereafter or in another form acceptable to the Procuring agency, pursuant to ITB Clause 15.3.

The Contract Form, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 25.4 (c), spare parts pursuant to ITB Clause 25.4 (d), or quantity variations pursuant to ITB Clause 29. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The Performance Security and Bank Guarantee for Advance Payment forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring agency and pursuant to GCC Clause 7.3 and SCC 11, respectively.

The Manufacturer's Authorization form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).

Employer's Signature: _____

Bidder's Signature: _____

Official Seal: _____

Official Seal: _____

Sample Forms

1.	BID FORM AND PRICE SCHEDULES	56
2.	BID SECURITY FORM	58
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4.	PERFORMANCE SECURITY FORM	60
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6.	MANUFACTURER'S AUTHORIZATION FORM	62
7.	INTEGRITY PACT	63

Employer's Signature: _____

Bidder's Signature: _____

Official Seal: _____

Official Seal: _____

1. Bid Form and Price Schedule

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 Clause 22 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

Employer's Signature: _____

Bidder's Signature: _____

Official Seal: _____

Official Seal: _____

PRICE BID FORMAT

Price Schedule/Bill of Quantities

(The bidder has to quote bid prices on the format given below for all the items)

S.No	Item Name	QTY (A)	Unit C&F Price in US Dollar (B)	Total C&F Price in US Dollar (C) = (A)*(B)
1	Class II Type B2 Biosafety Cabinet BB3:B14	1		
2	Ducted Fume Hood	1		
3	High Speed Centrifuge Machine	1		
4	Block Heater/Dry Bath	1		
5	High Pressure Steam Sterilizer	1		
6	Fully Autoclave Single-channel Adjustable Volume	5		
7	Flame Photometer	1		
8	96-Well Thermal Cycler	1		
9	Electrolytic analyzer	1		
10	Auto hematology analyzer	1		
11	Biochemistry Analyzer	1		
12	ANALYZER automated Immunoassay System	1		
13	(-86) °C Ultra Low Temperature Freezer	1		
14	Automated Tissue Processor	1		
15	Semi-Automatic Microtome	1		
16	Real Time PCR System	1		
17	Automatic Nucleic Acid Extraction System	1		
18	Urine analyzer	1		
19	Elisa plate reader and elisa washer	1		
TOTAL C&F PRICE IN US DOLLARS				

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

Employer's Signature: _____

Bidder's Signature: _____

Official Seal: _____

Official Seal: _____

1. Bid Security Form

Whereas [name of the Bidder] (hereinafter called “the Bidder”) has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto [name of Procuring agency] (hereinafter called “the Procuring agency”) in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:
 - a. fails or refuses to execute the Contract Form, if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring agency up to the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the Procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

Employer’s Signature: _____

Bidder’s Signature: _____

Official Seal: _____

Official Seal: _____

2. Contract Form

THIS AGREEMENT made the _____ day of _____ 19____ between [*name of Procuring Agency*] of [*country of Procuring agency*] (hereinafter called “the Procuring agency”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., [*brief description of goods and services*] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring agency’s Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Employer’s Signature: _____

Bidder’s Signature: _____

Official Seal: _____

Official Seal: _____

Signed, sealed, delivered by _____ the _____ (for the Supplier)

3. Performance Security Form

To: *[name of Procuring agency]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 20____ to supply *[description of goods and services]* (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 reputable bank for the sum specified therein as 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 _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

Employer’s Signature: _____

Bidder’s Signature: _____

Official Seal: _____

Official Seal: _____

4. Bank Guarantee for Advance Payment

To: *[name of Procuring agency]*

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

Employer’s Signature: _____

Bidder’s Signature: _____

Official Seal: _____

Official Seal: _____

5. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Procuring agency]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above 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 for and on behalf of Manufacturer]

Note: This 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.

Employer's Signature: _____

Bidder's Signature: _____

Official Seal: _____

Official Seal: _____

6. INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. _____ Dated _____ Contract Value: *[To be filled in at the time of signing of Contract]*
Contract Title: _____

[name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

Notwithstanding any rights and remedies exercised by GoKP in this regard, [name of Supplier] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

Employer's Signature: _____

Bidder's Signature: _____

Official Seal: _____

Official Seal: _____

Name of Buyer:

Name of Seller/Supplier:

Signature:[Seal]

Signature:[Seal]

Employer's Signature: _____

Bidder's Signature: _____

Official Seal: _____

Official Seal: _____