

REVISED BID SOLICITATION DOCUMENTS
FOR
PURCHASE OF COCHLEAR IMPLANTS (FROM PAKISTAN
BAIT-UL-MAL) FOR SAIDU GROUP OF TEACHING
HOSPITALS, SWAT
FINANCIAL YEAR 2024-25 AND 2025-26

MAY, 2025



SAIDU GROUP OF TEACHING HOSPITALS,
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BID SOLICITATION DOCUMENTS

“Procurement of Cochlear Implants”

Note: The prospective bidder is expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

INTRODUCTION:

Saidu Group of Teaching Hospitals, Swat invites sealed bids from the eligible bidders (Manufacturers or their Authorized Dealers) for the procurement & Installation of Cochlear Implants (from Pakistan Bait-UI-Mal) through Open Competitive Bidding under Rule 6(2) (b) **“Single Stage Two Envelope”** procedure of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

A) INSTRUCTIONS TO BIDDERS

1. This Bidding procedure will be conducted considering Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Laws, Rules made there under along with Standard Bidding Documents.
2. Both Technical Bids and Financial Bids must be submitted in two separate sealed inner envelopes remarkably marked “1-Technical Bids for SGTH Cochlear Implants 2024-2025 and 2025-26” and “2-Financial Bids for SGTH Cochlear Implants 2024-25 and 2025-26” which should be packed in one outer envelope remarkably marked “Bid for SGTH Cochlear Implants 2024-25 and 2025-26 not to be opened before 28-02-2025, 11:30 a.m.”.
3. The tenders complete in all respect should reach the undersigned on or before 11:00 a.m., on 28-02-2025.
4. Only technical bids will be opened at 11:30 a.m. on 28-02-2025 in presence of the bidders/representatives who choose to attend while the financial bids will be opened later after the evaluation of technical bids.
5. Financial bids of only technically qualified bidders will be opened while the financial bids of technically unqualified bidders will be returned unopened.
6. An affidavit is mandatory, without indicating the figure in the Technical Bid that bid security is placed in the financial bid.
7. The bidder shall provide an undertaking that the bidder has not been declared blacklisted by any Governmental/ Semi-Governmental institutions.
8. Pre-bid meeting with the interested bidders will be held at 10:00 a.m. on 15-02-2025 in Conference Room of the Administration Block of the Institution. The maximum number

of authorized representatives allowed to each bidder will not be more than two.

9. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
10. The bidder can submit only one bid against an item. If the bidder quotes an alternative bid or submit two bids, then the bidder will be considered as nonresponsive.
11. All the bidders are required to provide annexure wise complete requisite documents with page marking for their Technical Evaluation / Qualification as prescribed under the rules.
12. All the bidders are strictly directed that not to copy and paste the specifications mentioned in these documents nor use words "As per specifications" or "specification compliance".
13. Bidders shall provide their technical specifications of the quoted brand with full detail along with relevant brochures / data sheet of their quoted item.
14. The bid should be complete in all respect and must be signed by the bidder.
15. The bidders are required to quote their bids on F.O.R basis.
16. The bidders are required to quote both unit price and total amount failing which the bid will be ignored.
17. All prices should include all applicable taxes. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes.
18. Bidders are essentially required to provide correct and latest postal, email and web addresses and phone, mobile and fax numbers for actively and timely communication.
19. For any query, clarification regarding Services / Bid Solicitation Documents, the applicants may send a written request at least one day prior to the opening date.
20. The Bidder may after its submission withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.
21. The bidder must attach the original receipt with technical bid submitted to this institution. In case of photocopy, bank draft of equal amount must be attached.
22. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
 - a. Received without Affidavit / bid security.
 - b. It is received after the date and time fixed for its receipt.
 - c. The offer is ambiguous.
 - e. The offer is conditional.
 - f. The offer is from blacklisted firm in any Federal / Provincial Govt. Dept.

23. The offer should not be handwritten it must be typed.
24. Usage of correction fluid & corrections are strictly prohibited unless duly signed and stamped.
25. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender and must be stamped.
26. The Bidder shall sign and stamp the Integrity Pact provided in this document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.
27. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
28. In case of if the financial Bid are Tied (as total) and the End User Department has no objection to the selection of more than one firm, and if it is in the best interest of the patient, then the institution will have authority to sign a contract agreement for the purchase of cochlear implants for the financial years 2024-25 and 2025-26 with the firms that have quoted the same price, provided that the quoted price is equal to or lower than the marks price OR if the financial bids are tied and the institution needs to select one bidder, then the bidder with the higher technical marks will be considered the successful bidder, and the lowest bidder will be declared accordingly.
29. Any direct or indirect effort by a bidding firm to influence this institution during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the SGTH Swat future bids.
30. The bidders are required to submit bid security @2% of total bid value in the form of Call Deposit Receipt CDR in the name of "Medical Superintendent SGTH Saidu Sharif Swat". An affidavit is mandatory in the technical bid (without indicating the figure) that bid security is placed in the financial bid.
31. Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

2. GENERAL CONDITIONS OF THE 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.

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| 3. Country of Origin | <p>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.</p> <p>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.</p> <p>3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.</p> |
| 4. Standards | <p>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.</p> |
| 5. Use of Contract Documents and Information. Inspection and Audit by the Government | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |

- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.
- 7. Performance Security**
- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
 - b. a cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
- 8. Inspections and Tests**
- 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and

production data, shall be furnished to the inspectors at no charge to the Procuring agency.

- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

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

10. Delivery and Documents

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

11. Insurance

- 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after

having been delivered, hence insurance coverage is sellers' responsibility.

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

13. Incidental Services 13.1 The Supplier may be required to provide any or all the following services, including additional services, if any, specified in SCC:

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

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

14. Spare Parts 14.1 As specified in SCC, the Supplier may be required to provide any or all 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:
 - a. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements.
 - ii. following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Specified in SCC.
- 16.4 The currency of payment is Pak. Rupees.
- 17. Prices**
- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.
- 18. Change Orders**
- 18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
 - b. the method of shipment or packing;
 - c. the place of delivery; and/or
 - d. the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.
- 19. Contract Amendments**
- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. Assignment**
- 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring

agency's prior written consent.

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| 21. Subcontracts | <p>21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.</p> <p>21.2 Subcontracts must comply with the provisions of GCC Clause 3.
Further elaborated in SCC.</p> |
| 22. Delays in the Supplier's Performance | <p>22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.</p> <p>22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.</p> |
| 23. Liquidated Damages | <p>2.31 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.</p> |
| 24. Termination | <p>24.1 The Procuring agency, without prejudice to any other remedy</p> |

for Default

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.

To this clause:

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

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

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the

Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

**26. Termination
for Insolvency**

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

**27. Termination
for
Convenience**

- 27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
- a. to have any portion completed and delivered at the Contract terms and prices; and/or
 - b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**28. Resolution of
Disputes**

- 28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after thirty (30) days from the commencement of such

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

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

Eligibility Criteria: -

Bidders must give compliance to the below mentioned clauses as these are mandatory to being eligible for the bidding process. Relevant documents must be attached. If any of the following is not met out by any bid, the bid will be declared non-responsive.

1. Manufacturers or their Sole Authorized Dealers/importer for procurement of the specified Equipment. Bid with expired or invalid Manufacturer Authorization Certificate will be non-responsive. Embassy attested valid authorization certificate must be attached with Authorized Dealers.

The bidder should provide an old embassy attested authorization/international certificates if new ones are not available. However they will have to produce a bond or a proof of new applications for the embassy attested certificates.

2. The bidder should provide NTN & GST Registration Certificate.
3. Income Tax Return, Sales Tax Return, Bank Statement, Audit Reports, Balance Sheet for last two year out last three years.
4. Minimum five years business history and have the experience of successful execution of Supply, Installation, Commissioning and Training of the similar equipment.
5. The bidder shall provide any two the following certificates.
 1. Valid US-FDA (510K) (Mandatory)
 2. Valid CE / EC
 3. Valid MHLW
6. The bidder shall provide an undertaking on judicial/stamp paper that the bidder has not been declared blacklisted by any Governmental/ Semi-Governmental institutions.
7. Comprehensive replacement/repair Warranty
 - a) Cochlear Implant: Minimum 10 years from date of Surgery.
 - b) External components including cables: 3 years from, date of fitting
 - c) Consumable such as batteries chargers, BTE coil, BW cable- 3 years from the date of switch on.
 - d) Parts availability after comprehensive warranty for five years.
8. **Country of Origin:**
Only USA, Europe, Japan, Australia.
9. Supported Catalogues/Brochures of quoted item must be attached.

TECHNICAL EVALUATION CRITERIA FOR COCHLEAR IMPLANTS

- i. The bids / proposals will be evaluated based on bid solicitation documents and the point system as specified below.
- ii. A proposal shall be rejected during the technical evaluation if the bid does not fulfill the minimum specified requirements (technical specifications) OR if it fails to achieve the minimum score i.e. 49 out of 70 (Technical marks) as indicated in the below mentioned table, (Relevant certificates / documents must be attached).
- iii. No Documents/Certificates (affecting the marks) of the other firms shall be entertained once technical bids opened.
- iv. Bids having items not fulfilling/in compliance with the required specifications shall be treated as non- responsive bids.

Note: The contract shall be awarded to the lowest responsive bid.

Financial Evaluation:

Financial bids of only technically responsive bidders will be opened and the lowest price bid will be awarded with contract.

S. No.	Description of Variables	Total points																
Compliance Sheet in the following Viz-a-Viz format / form.		2																
Technical Bid Quotation Form / Vis-à-vis Format																		
<table><tr><td>Name of Equipment / Item:</td><td></td></tr><tr><td>Model:</td><td></td></tr><tr><td>Make:</td><td></td></tr><tr><td>Country of Origin:</td><td></td></tr><tr><td>S. No. Bid Solicitation Documents</td><td></td></tr><tr><td>Catalogues/Brochures of quoted item attached in submitted bid (Yes/No.)</td><td></td></tr><tr><td colspan="2">Comparative of Required Specification and Quoted Specification</td></tr><tr><td>Required Specification (as per BSDs)</td><td>Quoted Specification of the bidder</td></tr></table>			Name of Equipment / Item:		Model:		Make:		Country of Origin:		S. No. Bid Solicitation Documents		Catalogues/Brochures of quoted item attached in submitted bid (Yes/No.)		Comparative of Required Specification and Quoted Specification		Required Specification (as per BSDs)	Quoted Specification of the bidder
Name of Equipment / Item:																		
Model:																		
Make:																		
Country of Origin:																		
S. No. Bid Solicitation Documents																		
Catalogues/Brochures of quoted item attached in submitted bid (Yes/No.)																		
Comparative of Required Specification and Quoted Specification																		
Required Specification (as per BSDs)	Quoted Specification of the bidder																	
	Product Evaluation Parameters																	
	Conformance to Specification	40																
	Full compliance with the required specifications as per statement of Requirement	40																
	Compliance with Minor Deviation up to 4 minor deviation subject to main function is not affected. (One Mark will be deducted for each minor) deviation) One major deviation or more than 4 minor deviations will be equal to one major deviation and bid will be rejected)	36																
	Product International Certification	3																
	Besides two mandatory certificates (from US FDA510K, MHLW and CE or EC) as required in eligibility criteria, provision of the third one will get 3 marks.	3																
	Manufacturer Performance	4																
	ISO 9001 Quality Management Certificate No expired/invalid certificate will be acceptable.	2																
	ISO 13485 Medical Devices Quality Management System Certificate No expired/invalid certificate will be acceptable.	2																
	Product Local Performance	7																
	One mark for each satisfactory performance certificate on letter head of hospital/sign stamp from the hospital along with copy of the relevant Purchase Order for quoted model or previous model of equipment from the public sector medical institution of Pakistan registered with PMC	4																
	One mark for each satisfactory performance certificate on letter head of hospital along with copy of the relevant Purchase Order for quoted model or previous provided model of equipment from the teaching level private sector medical institution of Pakistan registered with PMC	3																
	Valid free Sales Certificate for the quoted items (duly attested by Senior Executive of the firm)	3																
	Personnel/Human Resource																	
	Adequate availability of qualified and relevant human resource (Certificate to the effect on stamp paper is mandatory) 1 mark per each qualified and relevant human resource, Max: 4 marks)	4																

	Availability of minimum 25% inventory of the total import of quoted items during last one year (certificate to the effect on stamp paper is mandatory).	3
	Availability of branch office in Khyber Pakhtunkhwa (certificate to the effect on stamp paper is mandatory)	3
	Availability of branch office in other than Khyber Pakhtunkhwa (certificate to the effect on stamp paper is mandatory)	1
A+B	Total Technical Score	70



INVITATION FOR BIDS (IFB)

FOR SAIDU GROUP OF TEACHING HOSPITAL, SWAT

Under National Competitive Bidding (NCB) For the Financial Year 2024-25 & 2025-26

Office of the Medical Superintendent Saidu Group of Teaching Hospital, Swat (SGTH) invites sealed bids under National Competitive Bidding from Manufacturers or their authorized sole distributors/Importers for the Procurement of mentioned items for the financial year **2024-25 & 2025-26** through **Single Stage-Two Envelopes** bidding procedure on FOR Basis as per Rule 06 (2b) of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014, for the financial year 2024-25 & 2025-26. The rates will be valid till 30 June 2026 as per KPPRA Rule 31(A) framework contract.

S#	Name of Items	CDR as Security Deposit (Rs)
1.	Cochlear Implants (to be Purchased through Pakistan Bait-ul-Mall Funded Project).	1,200,000/-

- Bidding shall be conducted through Single Stage Two Envelopes Bidding Procedure comprising a single package containing two envelopes as per KPPRA Rules-2014 (6-2(b)). Each envelope shall contain separately "Technical bid" and "Financial bid" clearly marked in bold & legible letters. The bidders are bound to provide complete information along with its postal as well as valid email address and phone numbers on each of the respective envelopes.
- Interested Manufacturers or their authorized sole distributors/Importers must obtain a complete set of bidding documents from the Office of the **Procurement & Development Cell (P&D Cell) Medical Superintendent, Saidu Group of Teaching Hospitals, Swat** during office hours on any working day on or before **26-05-2025 at 11:00 a.m.**, against the non-refundable cash payment of Pak Rupees one thousand (**Rs.1,000/-**) per application form. Original Receipt of the paid amount must be attached to the Technical Bid inside its sealed envelope. The Bidding Documents can be downloaded from the official website of KPPRA www.kppra.gov.pk and Saidu Group of Teaching Hospitals, Swat website www.sth.org.pk
- A pre-bid meeting with the interested bidders will be held on **08-05-2025 at 10:00 a.m.** in the Committee Room of Saidu Group of Teaching Hospitals, Swat.
- Interested Bidders must submit sealed bids to the office of the Medical Superintendent, Saidu Group of Teaching Hospitals, Swat on or before **26-05-2025 at 11:00 a.m.**, which will be opened on the same day at **11:30 a.m.** in the presence of those bidders or their representatives, who choose to attend the process. Bid submitted after **11:00 a.m. at 26-05-2025** shall not be entertained.
- Financial bid must be accompanied with a Bid Security of **PKR 1,200,000/-** fixed, in the name of the undersigned in shape of CDR. Ordinary cheque in the form of bid security will result in bid rejection summarily.
- Technical bid must be accompanied with a photocopy of the bid security (not showing the amount) or an Affidavit on Judicial Stamp paper to the effect that bid security as per Bid data Sheet is attached in the financial bid.
- Bid must be computer typed & printed; and the offered bid price must be written both in words & figures. Bid price/quotations with cutting and overwriting shall not be accepted to the extent of that quoted item.
- The technical proposal shall contain all the details in accordance with standard specification of the items/goods mentioned in the Schedule of Requirements (SOR) which must be supported by original catalogue/Brochures. All bidders are also required to submit the relevant details of the technical proposal and required documents in soft copies (USB) duly labeled by a permanent marker with the name of bidder/ firm.

Note: - The competent authority has the right to reject all bids under rule 47 of the Khyber Pakhtunkhwa, Public Procurement Regulatory Authority (KPPRA) Procurement Rules 2014.

Bid submission / Opening:

Office of the Medical Superintendent Saidu Group of Teaching Hospitals, Swat
Telephone 0946-9240126-27 fax No.0946-9240122

Medical Superintendent
Saidu Teaching Hospital, Swat

BID DATA SHEET

Name of Procuring Agency	Medical Superintendent, Saidu Group of Teaching Hospitals, Swat
Name of Project	Purchase of Cochlear Implants from Pakistan Bait-UI-Mal for ENT Department, Saidu Group of Teaching Hospitals, Swat
Project Worth	>10 Million
Procuring Agency Address	Medical Superintendent, Saidu Group of Teaching Hospitals, Saidu Sharif Swat, Khyber Pakhtunkhwa, Pakistan, Ph: 0946-9240126-27, Fax: 0946-9240122
Language of Bid	English.
Bid Price and Currency	The price quoted shall be in Pak Rupees for single unit and total The Price shall be fixed; Fixed upto the 30 th June 2026
Preparation and Submission of Bids	
Qualification requirements.	Please refer to Eligibility Criteria/ <i>Technical Evaluation Criteria</i>
Amount of bid security	Rs.1,200,000/- in the shape of CDR
Bid validity period.	120 Days from opening of technical bid
Number of copies of Bid	One Original copy
Address for bid submission.	Medical Superintendent, Saidu Group of Teaching Hospitals, Saidu Sharif Swat, Khyber Pakhtunkhwa, Pakistan, Ph: 0946-9240126-27, Fax: 0946-9240122
IFB title	Purchase of Cochlear Implants from Pakistan Bait-UI-Mal for ENT Department of Saidu Group of Teaching Hospitals, Swat
Deadline for bid submission.	On or before 26-05-2025 at 11:00 a.m.
Time, date, and place for bid opening.	26-05-2025 at 11:30 a.m. at Committee Room of Saidu Group of Teaching Hospitals, Swat
Pre-Bid Time, Date, and Venue:	08-05-2025 at 10:00 a.m. in the Committee Room of Saidu Group of Teaching Hospitals, Swat.
Bid Evaluation	
Criteria for bid evaluation.	Please refer to evaluation criteria
Delivery schedule.	Within 90 days of purchase order (for imported items) Within 60 days of purchase order (for local items)

SPECIAL CONDITIONS OF THE CONTRACT

1. If any of the given specifications/parameters does not meet the required specifications, their offer will not be considered and shall summarily be rejected.

2. **Performance Security:** - Successful Bidder have the security in the shape of CDR @ Rs. 1,200,000/- (One Million) that will considered as performance security". However, bid security will be released after completion of the contract/warranty.

3. **Inspection and Tests:** (i) The Saidu Group of teaching hospitals shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. Institution will notify the supplier in writing of the identity of any representatives for this purpose.

(ii) The inspections and tests may be conducted on the premises of the supplier, at point of delivery and/or at the goods final destination, where conducted on the premises of the supplier, all reasonable facilities and assistance including access to drawings and production / performance data shall be furnished to the inspectors at no charge to this institute.

(iii) Any inspected or tested goods fail to conform to the specifications, the institution may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the institution, within a period of 15 (Fifteen) days of intimating such rejection.

(iv) The Institute has the right to inspect, test and, where necessary, reject the goods after the good's arrival at the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the goods dispatch from the place of manufacture.

4. **Stock availability,** the firm will have to provide a certificate of easy availability of stock & parts of cochlear implant in market for the next 10 (ten) years after successful installation.

5. **Upon shipment,** the Supplier shall notify the Institute with the full details of the shipment, including Contract number, description of Goods, quantity, and usual transport document. The Supplier shall mail the following documents to this Institution.

- i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount.
- ii. Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- iii. Copies of the packing list identifying contents of each package.
- iv. Insurance certificate.
- v. Manufacturer's or Supplier's warranty certificate.

- vi. The institute may visit the country of manufacturing before shipment to ensure the quality of equipment. The firm will bear the all the charges incurred on the visit.
- vii. Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- viii. Certificate of origin.

6. Applicable Law: - The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

- i. The KPPRA Act 2012
- ii. The KPPRA Rules 2014
- iii. The Contract Laws
- iv. The General Financial Rules of the Govt. of Khyber Pakhtunkhwa and all the relevant laws, rules and regulations pertaining to budgeting and financial management of public funds.
- v. The Factories Act 1934

7. Award of Contract: Contracts shall be confirmed through a written contract agreement signed by the successful bidder and the Institute contract shall be awarded to technically responsive & financially lowest bidder.

In case of a successful bidder, who repudiates the contract or fails to furnish performance guarantee/security and as the case may be shall proceed for debarment / blacklisting and the purchase order will be placed to the Next Successful Bidder or from the alternative sources at the cost/risk of the concerned firm.

The firm will be responsible for custom clearance etc. The Institute will provide undertaking.

8. Delivery period/Liquidated Damage: - Goods should be delivered within 90 days for imported items & 60 days for local items after receipt of Purchase Order / Signing of Contract Agreement. If the delivery is not affected by due date, the Institute Management shall have the right to charge liquidated damage on supplier/his agent as under: -

- i) 1st extension for a month or a part thereof @ 2% per month of F.O.R value.
- ii) 2nd extension for an additional month or a part thereof @ 3% per month of F.O.R value subject to maximum Limit of 20% of the order items.
- iii) Cancellation. - If delivery is not done even after 2nd extension Institute shall have the right of cancellation of Purchase order/contract agreement at its discretion.
- iv) Forfeiting the bids security and / or performance guarantee of the Supplier as related to this contract agreement; and / or
- v) Immediately debarring the Supplier from future participation and business for at least next three (03) calendar years with the Government of Khyber Pakhtunkhwa through Saidu Group of Teaching Hospitals, Swat as defined in the BSDs; and / or
- vi) Initiating the process for and recommending for permanent blacklisting of the Supplier with the Purchasing Agencies.

10. ASSIGNMENT/ SUBCONTRACTION

The Bidder shall **NOT** assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Procuring Entity's prior written consent.

No sub-contraction will be allowed for the bidding items.

11. FORCE MAJEURE:

i) In case of the situation related to Force Majeure, the Bidder may inform the Procuring Entity in writing about the situation immediately without delay along with solid proof through the fastest, lawful and available means of communication, but not through the electronic mail, and request the Procuring Entity for the grant of extension in the supply period.

ii) The Procuring Entity, in case of being fully satisfied with the genuineness of situation arising from Force Majeure for the Bidder, may extend the period of supply of goods up to a maximum of not more than thirty days without penalty. However, the Procuring Entity and / or Procuring Entity shall, in no case, be responsible or held responsible for any complications in making payments to Bidder by the Procuring Entity that may arise from the closure of financial year and lapse / surrender of public funds vis-à-vis the normal financial management procedures in public sector.

12. ARBITRATION AND RESOLUTION OF DISPUTES:

i) The Procuring Entity and the bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.

ii) If after Seven (7) days from the commencement of such informal negotiations, the Procuring Entity and the bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution through arbitration.

iii) In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration. The Dean or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

9. Payment:

The payment will be made after successful supply, installation, inspection and test run of all requisite items along with training to the End User(s) and will be after 120 days of receipt of invoice for item (s) delivered.

14. Part Supply: No part supply/ wrong supply or short supply will be accepted by the Institute.

The Hospital' Management will be the final authority and will have the right to reject full or any part of supply, which is contradictory to the terms and conditions agreed at the time of placement of order. In case of rejection of any supplied items due to nonconformity in quantity and/or quality, Institute will have right to charge liquidated damages, as it deems fit.

15. The items supplied will be on purchase order (PO basis).

Schedule of Requirements

REQUIRED ITEMS / SPECIFICATIONS

<u>General Specification of Cochlear Implant</u>	
Generic Name: (Latest technology Cochlear Implant Hearing Device) (Paeds & Neonates)	
Clinical Purpose: (A surgically implanted electronic device that provides a sense of sound to a person who is profoundly deaf or severely hard of hearing in both ears.	
<u>Technical Specifications ()</u>	
1.	Power Efficient, Robust Design to withstand long term implantation
2.	Multi Channels (Not less than 12 Channels)
3.	No. of Electrodes: 20 or more (Appropriate length and positioning for precise stimulation)
4.	Straight Implant Array
5.	Casing: Titanium
6.	Intra - Operation Auditory Nerve Response telemetry for objective mapping in Children
7.	MRI Compatible up to 1.5T without magnet removal and 3T with magnet removal.
8.	Stimulation Mode: 2 or more
9.	Stimulation rate: 40,000 PPS or more
10.	Pulse width: 12 us to 400 us per phase or better
11.	Pulse amplitude: 0 - 1800 uA or better
12.	Comprehensive tool kit should be provided
External Unit:	
13	Dual microphone Speech Processor
14	Behind the Ear Speech Processor
15	Remote Control Processor
16	Visual Indicator / Self Diagnostic System
17	Accessories for ALDs
18	Automatic Volume and Sensitivity Control
19	Rechargeable System with 03 Batteries
20	All standard and optional accessories (i.e. Disposable Batteries and Antenna Cables and Drying Kit are
Warranty: Warranty 03 years for External and 10 years for internal	
Country / Origin of Manufacture:	
Europe / USA / Japan / Australia	

1. Bid Form and Price Schedules

Date: _____
IFB No: _____

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

Gentlemen and/or Ladies:

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

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

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

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under 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

(if none, state "none")

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

Dated this _____ day of _____ 20____.

signature]

[in the capacity of]

Price Schedule in Pak. Rupees

Name of Bidder_____ IFB Number_____ Page of_____
Title of Tender_____

1	2	3	4	5	6	7
Item	Description	Country of Origin	Quantity	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required:

Signature & Stamp of Bidder _____

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

BID FORMS

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 Pakistan, having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto [name of Procuring entity] (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 0000.

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 entity 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 entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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]

CONTRACT FORMS

PERFORMANCE SECURITY FORM

To:

Medical Superintendent
Saidu Group of Teaching Hospitals Saidu swat

WHEREAS [name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [Reference number of the contract] dated / /0000 to supply (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a CDR 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 _____ 0000.

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

Manufacturer's Authorization Form

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.

**SAMPLE CONTRACT AGREEMENT FOR THE PURCHASE OF COCHLEAR IMPLANTS
FROM PAKISTAN BAIT-UL-MAL FOR ENT DEPARTMENT SAIDU GROUP OF
TEACHING HOSPITALS, SWAT, KHYER PAKHTUNKHWA (for successful bidders)**

THIS CONTRACT AGREEMENT is made and agreed today on the _____ between Saidu Group of Teaching Hospitals, Swat through its Medical Superintendent (*hereinafter referred to as the Purchasing Agency or first party, which expression shall, where the context admits, be deemed to include the successors and / or assignee/s of Saidu Group of Teaching Hospitals, Swat*); and Messrs. _____ through Mr. _____ Designation _____ CNIC No. _____, (*hereinafter referred to as the Supplier or second party or he or his or him, which expression, unless repugnant to the context, means and includes their legal heir/s, successors-in-interest, assignee/s and legal representative/s*) that:

WHEREAS the Purchasing Agency has made a bidding competition under the approved Standard Bidding Documents for the year 2024-25 and 2025-26 (*hereinafter referred to as the BSDs*) approved for purchase of Cochlear Implants (*hereinafter referred to as items* for Saidu Group of Teaching Hospitals, Swat; and

WHEREAS the Supplier has won the bidding competition for selected items, as listed in the Schedule-1 of this contract agreement; and

WHEREAS the Supplier declares that he is not a broker, middle-man or acting on behalf of any entity or person, but himself a genuine Manufacturer or their sole authorized distributor & Importer of the items for which he has won the bidding competition for supply of the same to the Purchasing Agency, as defined in the BSDs; and

WHEREAS both the parties have agreed that the Purchasing Agency shall purchase all, or some, or none of the items, as of details given in the Schedule-1 of this Contract Agreement, from the Supplier at the sole discretion of the individual Purchasing Agency in subordination to and laws and matters ancillary to the terms and conditions of the BSDs; and

WHEREAS the Supplier shall supply all the items ordered by the Purchasing Agency to the latter in the quantity as mentioned in the supply order to be issued by the Purchasing Agency within the timeframe.

Now, therefore, both the parties hereby mutually agree to enter into this contract agreement as under:

1. The Supplier agrees to take full responsibility of the validity and implications, that may arise in future, of declaration as submitted by him through an affidavit on judicial stamp paper along with his bid; and also that in case of any kind of breach of the said declaration, the Supplier shall be liable to be proceeded against by the Purchasing Agency in accordance with the clauses of this contract agreement as well as relevant laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern the situation/s.
2. The Supplier shall be solely responsible for the safe and appropriate method and mode of transportation, loading and / or unloading and staking of the supplied items till, and at the time of delivery to the destination address indicated by the Purchasing Agency.
3. The Supplier shall be solely responsible for any damage or untoward incidence, maintenance of required temperature and protection from light and other environmental conditions as well as other hazards that may possibly or potentially affect the safety, quality and efficacy of the supplied items still the time of delivery and the consequences arising there from, if any.
4. The Supplier shall not claim or charge any transportation, loading / unloading, labour or any other charges, whatsoever, related to or in the name of logistics, accidents, insurance, freight, toll tax, etc.
5. The Supplier shall supply all the items in full conformity to the specifications as laid down in the BSDs.
6. The firm/supplier shall be bound to replace/exchange the short expiry items with new lot and the purchasing entity will be liable to inform the firm/manufacturer three months prior to the expiry date.

7. In case of taking any action contravening to any provision/s of the applicable law/s and rules, the Supplier shall render himself liable to such lawful action/s as deemed appropriate and taken against him under any or all the applicable law/s, rule/s of the Government of Khyber Pakhtunkhwa, terms and conditions of the BSDs and the clauses of this contract agreement.
8. The Purchasing Agency shall take legal / lawful action against the Supplier regarding non-supply, short supply, substituted supply, delayed supply or any other unlawful action / shortcoming, on the part of Supplier.
9. The Purchasing Agency shall take lawful / legal action against the Supplier in accordance with the clauses of this contract agreement as well as relevant and applicable laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern suchlike situation/s, which may, inter alia, include but not limited to blacklisting, forfeiture of earnest money and performance guarantee, if any.
10. The Purchasing Agency or its representative shall have the right to inspect the manufacturing facility, premises, warehouse/s, godown/s, laboratories etc. at any time during the financial year 2024-25 & 2025-26 and/or till the execution of supply orders given under this contract agreement by the Purchasing Agency. If anything found in contravention of this Contract Agreement the Purchasing Agency shall have the sole right and authority to take any lawful action as deemed appropriate, against the Supplier which may include, but not limited to cancellation of supply order/ orders given to the Supplier by the Purchasing Agency as well as imposition of penalties, forfeiture of supplied stock, forfeiture of performance guarantee and /or earnest money as the case may be, stoppage and/or recovery of payment made to the supplier as well as taking any other lawful action.
11. The Supplier agrees that the approved price of all individual items in Schedule-1 of this contract agreement, as quoted by him in the financial bid, shall remain valid till and up to 30th June 2026 which may be extended after market survey/retendering.
12. The Supplier shall provide appropriate warranty to the Purchasing Agency in accordance with Special Conditions of Contract of the BSDs for this bidding competition, for each item supplied in response to supply orders.
13. The Bid Security will be consider as a performance guarantee.
14. Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the Supplier to the Purchasing Agency immediately after completion of supply of ordered stock. The payment will be made after successful supply, installation, inspection and test run of all requisite items along with training to the End User (s) and will be after 120 days of receipt of invoice for item (s) delivered. The Supplier shall be bound to pay all sorts of government taxes, duties and stamp duties, imposed earlier or during the financial year by the Government of Pakistan and / or by the Provincial Government of Khyber Pakhtunkhwa on any supplied / purchased item.
15. In case of situation related to Force Majeure, the Supplier may immediately without delay inform the Purchasing Agency in writing about the situation along with solid proof of the situation through the fastest, lawful and available means of communication, but not through the electronic mail, and request the Purchasing Agency for the grant of extension in the supply period.
 - a. The Purchasing Agency, in case of being fully satisfied with the genuineness of situation arising from the claimed Force Majeure by the Supplier, may extend the period of supply of items up to a maximum of not more than thirty days.
 - b. The Purchasing Agency shall, in no case, be responsible or held responsible for any complications in making payments to Supplier by the Purchasing Agency that may arise from the closure of financial year, and / or lapse, and / or surrender of public funds, vis-à-vis, the standard and normal public sector financial management laws, rules, regulations, procedures and practices governing the Purchasing Agency.
 - c. After the expiry of extended period as in BSDs, the supply order shall stand cancelled to the extent of non-supplied items and the performance security in the form of retained bids security, as per this contract agreement shall be forfeited in favor of the Purchasing Agency.

16. The Supplier agrees that the supply of the ordered items under this agreement shall be completed by the Supplier within ninety days for imported item & 60 days for local items after the receipt of supply order/s from the Purchasing Agency, except in situation/s covered above regarding Force Majeure. In case of delay in supplies reaching to the Purchasing Agency, the following penalties shall be imposed by the Purchasing Agency upon the Supplier:
- vii) 1st extension for a month or a part thereof @ 2% per month of F.O.R value.
 - viii) 2nd extension for an additional month or a part thereof @ 3% per month of F.O.R value subject to maximum Limit of 20% of the order items.
 - ix) In case of delay in supply beyond ninety (90) days for imported items & sixty (60) days for local items, as above, the supply order issued by the Purchasing Agency shall stand cancelled to the extent of non-supplied items and in such a case, the Purchasing Agency shall have the right, duty and authority to impose any or all of the below mentioned penalties; that is
 - i. Forfeiting the bids security and / or performance guarantee of the Supplier as related to this contract agreement; and / or
 - ii. Immediately debarring the Supplier from future participation and business for at least next three (03) calendar years with the Government of Khyber Pakhtunkhwa through Saidu Group of Teaching Hospitals, Swat as defined in the BSDs; and / or
 - iii. Initiating the process for and recommending for permanent blacklisting of the Supplier with the Purchasing Agencies.
17. Notwithstanding any rights, duties and / or remedial measures and / or managerial actions taken and / or to be taken and / or any powers exercised and / or to be exercised by Purchasing Agency and / or Purchasing Officer/s with regard to the execution of this contract agreement, the Supplier agrees to indemnify all of them for any loss or damage incurred or inflicted upon by them in individual or official capacity upon the Supplier whether through any of their actions and / or practices and / or otherwise.
18. The firm/supplier agrees to be bound to make availability of stock in market for the next 10 (ten) years after successful installation.
19. The Purchasing Agency, as the case may be, and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract / supplies. However, despite such negotiation if the Purchasing Agency & Supplier have been unable to resolve amicably a contract dispute, either party may refer the case to Saidu Group of Teaching Hospitals, Swat for decision.
20. Both the parties agree that the Purchasing Agency in the capacity of being the overall head of Saidu Group of Teaching Hospitals, Swat, or otherwise, has the authority to regulate, if deemed appropriate, under the provisions in the BSDs, through imposing restrictions and / or classifying and / or grouping any selected quoted item/s for stopping, increasing or decreasing the purchase of such item/s by the Purchasing Agency to rationalize and / or control the use and / or misuse of such item/s.

**Medical Superintendent
Saidu Group of Teaching Hospitals, Swat
Health Department KP**

**Signature:
Name:
Designation
CNIC No.
Stamp:
For and on behalf of Manufacturers /
Importer**

Witness
Saidu Group of Teaching Hospitals, Swat
Health Department KP
CNIC No.

Witness
Signature:
Name:
CNIC No.
For and on behalf of Manufacturers /
Importer

INTEGRITY PACT

Contract No.

Dated

Contract Value: []

Contract Title: **“Procurement & Installation of Cochlear Implants”**

Firm Name 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 sub division or agency there of or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, Firm Name 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 Government of Khyber Pakhtunkhwa, except that which has been expressly declared pursuant hereto.

Firm Name 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 Government of Khyber Pakhtunkhwa and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

Firm Name 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 Government of Khyber Pakhtunkhwa.

Notwithstanding any rights and remedies exercised by GoKP in this regard, Firm Name 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 Firm Name 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 Government of Khyber Pakhtunkhwa.

Saidu Group of Teaching Hospitals, Swat

Name of Supplier:

Firm Name :

Name:

Designation: Medical Superintendent

Name:

Designation:

Signature

Signature

SEAL

SEAL