



INSTITUTE OF KIDNEY DISEASES
HAYATABAD PESHAWAR, PAKISTAN

GOVT. OF KHYBER PAKHTUNKHWA

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No. 276-78 /Estt/IKD

Dated: 29/01/2018

To

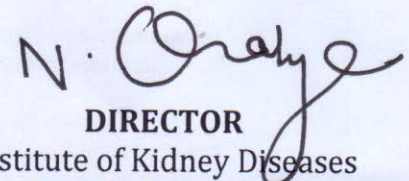
Mr. Sohail Muzaffar
Chairman
Transparency International-Pakistan
4-C, Mezzanine Floor, Khayaban-e-Ittehad, Phase-VII
Defence Housing Authority, Karachi.

Subject:

VIOLATION OF KHYBER PAKHTUNKHWA PUBLIC PROCUREMENT REGULATORY AUTHORITY ACT 2012. GENERALIZE SPECIFICATION BY MENTIONING SPECIFIC MADE: USA/JAPAN & EUROPE IN TENDER FOR PURCHASE OF ULTRASOUND MACHINES BY DIRECTOR, INSTITUTE OF KIDNEY DISEASES, PESHAWAR.

Reference your letter bearing No. TL16/2201/1A, dated: 22/01/2018 on the aforementioned subject, it is to inform you that no violation of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act has been made and specification has been made according to the KPPRA Rules, 2014 (copy attached).

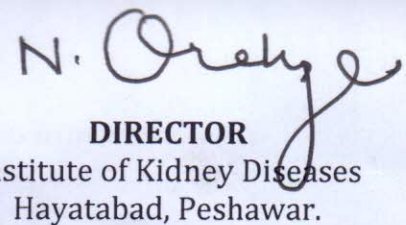
However, the reservations raised in your correspondence will be placed to the Purchase Committee of this institution for consideration.


DIRECTOR

Institute of Kidney Diseases
Hayatabad, Peshawar.

Copy of the above is forwarded to the:

1. Chairman, Purchase Committee, IKD.
2. Deputy Director (Procurement), IKD.


DIRECTOR
Institute of Kidney Diseases
Hayatabad, Peshawar.



GOVERNMENT OF THE KHYBER PAKHTUNKHWA
FINANCE DEPARTMENT

NOTIFICATION

Peshawar, Dated the [REDACTED]

No. SO (FR)/FD/9-7/2016/Vol-II—In exercise of the powers conferred by section 36 of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012 (Khyber Pakhtunkhwa Act No.XI of 2012), the Government of the Khyber Pakhtunkhwa is pleased to make the following rules, namely:

The Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.

CHAPTER I

GENERAL PROVISIONS

1. **Short title and commencement.**— (1) These rules may be called the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.

(2) These shall come into force at once.

2. **Definitions.**— (1) In these rules, unless there is anything repugnant in the subject or context,—

- (a) “Act” means the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012;
- (b) “bid” means a technical proposal or a financial proposal or a technical and financial proposal submitted as a result of request for quotations, tender notice, request for proposal as the case may be;
- (c) “bid security/ surety/ guarantee” means a written guarantee from a third party guarantor usually a bank [deleted]* submitted to a client by a contractor or bidder with a bid;
- (d) “borrower” means procuring entity;
- (e) “contractor” means a person, a firm, a company or an organization undertaking supply of goods, works or non consulting services;
- (f) “emergency” shall refer to situation that poses an immediate risk of loss, or has caused loss, or has high probability of escalating to cause immediate danger to health, life, property or environment as covered under the National Disaster Management Act, 2010 (Act No. XXIV of 2010) and shall include natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to health, life, property or the environment;
- (g) “grievance redressal mechanism” means the regulations/guidelines providing for grievance redressal process;

* Words “or an insurance company” deleted, Vide Finance Department Notification No. SO (FR)/FD/9-7/2011/ Vol-II dated 11.08.2016.

and when the individual is the only candidate qualified for the assignment.

(4) For key assignments, interviews may be set up, and invited candidates should be paid travel and subsistence, as needed. Capability of the candidates should be evaluated.

29. **Professional liability of consultants.**—(1) The consultant selected and awarded a contract shall be liable for consequence of errors or omissions on its part. The extent of liability of the consultant should be incorporated in the contract and in no case should it be less than remunerations excluding the out of pocket expenses, nor should the liability exceed twice the remunerations.

(2) The procuring entity may demand insurance on part of the consultant to cover its liability as stated above, and necessary costs shall be borne by the consultant which shall be re-imbursed by the procuring entity as out of pocket expenses by the consultant.

(3) The consultant shall be held liable for all losses or damages and short comings in deliverance etc, suffered by the procuring entity as a result of mis-conduct or inadequate services in performing the consulting services.

CHAPTER V

MISCELLANEOUS PROVISIONS

30. **Procurement planning.**—Each procuring entity shall plan its procurements with due consideration to transparency, economy, efficiency and timeliness, and shall ensure equal opportunities to all prospective bidders in accordance with section 22 of the Act.

31. **Limitation on splitting or regrouping of proposed procurement.**—A procuring entity shall announce in an appropriate manner, all proposed annual procurements and shall proceed accordingly without any splitting or regrouping of the procurements so planned.

32. **Procurement committees.**—(1) Each procuring entity shall constitute committees, in accordance with delegation of financial powers, separately for procurement of goods, works and services.

(2) The committees shall have a representative each from the accounts or finance or planning sections of the procuring entity apart from others.

(3) A technical member shall be inducted from the relevant line department of Government or hired in all procurements of works or in exceptional cases, provided that procurement is technical and complex in nature.

33. **Bid solicitation documents.**—(1) A procuring entity shall apply bid solicitation documents as are applicable and are found consistent with the provisions of the Act and rule 34 of these rules, till such time when standard bidding documents are developed and prescribed in accordance with provisions of the Act and the rules.

(2) In case of procurement of works, solicitation documents shall contain technical specifications, drawings and designs, bill of quantities and estimated costs whatever applicable, evaluation criteria, expected commencement of contract and time period for completion, bid validity, securities demanded, payment schedule, general and special conditions of contract, in case of procurement of works.

(3) In case of procurement of goods and services, including consulting services, the standard bidding document shall include scope of work and terms of reference, the evaluation criteria, the extent of bid validity, quantity, quality and specifications; qualification and experience of consultants, securities, approach and methodology, work

plan and delivery schedule, pre-shipment inspection where applicable, schedule of payments and general and special conditions of the contract.

(4) Apart from the above, any other document or information or detail that the procuring entity may deem necessary, shall be included in the solicitation documents, unambiguously.

(5) Solicitation documents shall be made available to the bidders from the date of their issuance to the closing date on submission of required fee by the prospective bidder whether in person or, if so requested through an authorized request in writing. In case the request is made through courier, it shall accompany a bank draft in favor of the procuring entity including the cost of return delivery.

(6) In case where the procuring entity deem necessary may, keep a time period ending earlier than the closing date of tender or bid, for obtaining bid solicitation documents, provided that it is not less than the minimum response time provided in rule 34.

(7) In case of modification of solicitation documents by the procuring entity in accordance with section 23(9) of the Act, it shall do so by issuing an addendum or corrigendum and intimate the bidders publicly or individually, in case it has issued the solicitation documents, 5 days before the closing date. In case, the changes are substantial, the time for submission may be extended proportionately, by issuing timely intimation to all bidders.

34. Response time.---(1) The procuring entity may decide the response time for receipt of bids or proposals including proposals for pre-qualification from the date of publication of an advertisement or notice, keeping in view the contract's complexity, and urgency. However, under no circumstances the response time shall be less than fifteen days for national competitive bidding and thirty days for international competitive bidding from the date of publication of advertisement or notice in the national newspaper.

(2) The response time shall be calculated from the date of first publication of the advertisement in a newspaper or posting on the web site, as the case may be.

(3) In situations where publication of such advertisements or notices has occurred in both electronic and print media, the response time shall be calculated from the day of its first publication in the newspapers.

35. Bid validity.---(1) Bidders shall be required to submit bids valid for a period specified in the bid documents which shall be sufficient to enable a procuring entity to complete the evaluation and comparison of bids and obtain all necessary approval so that a contract can be awarded within that period.

(2) A procuring entity shall complete evaluation of bids and award of contract within the initial period of bid validity. An extension of bid validity, if justified by exceptional circumstances, shall be required in writing from all bidders before the expiry date. Bidders consenting to extend their bid validity period shall also correspondingly extend the validity of their bid security.

(3) A bidder not agreeing to extend its bid validity period may do so without having his bid security, forfeited and in this case its bid will no longer be considered in the evaluation proceedings.

(4) The bid security shall be forfeited if a bidder withdraws his bid, within the validity period thereof or, in the case of a successful bidder, who repudiates the contract or fails to furnish performance security.