



**Bacha Khan Medical Complex (BKMC)  
Medical Teaching Institution (MTI)  
Swabi**

Contact No: 0938-280214

**BID SOLICITATION DOCUMENTS  
FOR  
Miscellaneous Disposables  
2022-23**

**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:

Bacha khan Medical complex, Swabi invites tender for the signage's work at hospital. Sealed bids are invited from the eligible bidders (Suppliers) for procurement of **Miscellaneous Disposable** open Competitive Bidding "**Single Stage Two Envelope**" bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

## INSTRUCTIONS TO BIDDERS:

1. This Bidding procedure will be conducted in light of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules and regulations.
2. Both Technical and Financial Bids must be submitted in two separate sealed inner envelopes marked "**1-Technical Bids**" and "**2-Financial Bids**" which should be packed in one outer envelope.
3. The technical bids will be opened on 31-08-2021 at 11:30AM in presence of the bidders/representatives who choose to attend while the financial bids will be opened later on after the evaluation of technical bids.
4. Financial bids of only technically qualified responsive bidders will be opened while the financial bids of technically unqualified bidders will be returned unopened.
5. An affidavit is mandatory in the Technical Bid that bid security is placed in the financial bid. Duly attested by notary public.
6. Any bid received after the deadline for submission of bids shall not be entertained and will be returned unopened to the Bidder.
7. 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.
8. The bid should be complete in all respect and must be signed by the bidder.
9. All prices quoted must be in Pak Rupees (PKR) and should include all applicable taxes. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes.
10. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
11. For any query, clarification regarding Services / Bid Solicitation Documents, the applicants may send a written request at least five working days prior to the opening date.
12. 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.

13. 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 earnest money;
  - b The offer is from blacklisted firm in any Federal / Provincial Govt. Deptt:
  - c Only typed tender on original prescribing letter pad, sealed & signed (Every Page) should be submitted, the quoted Price must be preprinted and hand written quoted price will not be acceptable. The tenders must be according to hospital specification; alternate rates will not be acceptable.
14. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.
15. Experience certificates must be attached duly signed by department concerned.
16. In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.
17. 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 BKMC-MTI Swabi future bids.

## **ELIGIBILITY CRITERIA:**

- Bidders must give compliance to the below mentioned clauses as these are mandatory to being eligible for the bidding process. Relevant certificates must be attached.
- **The bidder must be registered with Income, Sales Tax Department, reflected as Active Tax Payer on the list of FBR. NTN/STRN, KPRA and Professional tax**
- The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
- 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.

## **GENERAL CONDITIONS: -**

1. BKMC-MTI, Swabi shall evaluate the proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
2. Alternative bid shall not be considered and shall be rejected by the Competent Authority.
3. At any time prior to the deadline for submission of bids, BKMC-MTI, Swabi may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
4. If a bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
5. BKMC-MTI, swabi may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.

# Bacha khan medical complex-MTI Swabi.

Ph: 0937-280214

## INVITATION FOR BIDS

Hospital Director, Bacha khan medical complex Swabi invites sealed tenders under National Competitive Bidding for the procurement of **Miscellaneous Disposable**, under rule “*single stage two envelope procedure*” of KPPRA Rules 2014, from bidders registered with the Income / Sales tax, reflected on Active Taxpayer List of FBR.

The bidders are required to submit bid security @ Rs. 200,000/- in the name of Hospital Director Bacha Khan Medical Complex Swabi.

The tenders complete in all respect must reach the undersigned by \_\_-\_\_-2022 hrs. on 11:00Am, which will be opened at 11:30Am hrs. on the same day in Hospital Director office in the presence of the opening committee and the bidders / representatives who may choose to attend.

Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

## **BID SECURITY**

Bid security @ Rs. 200,000/- (refundable) drawn in favor of “hospital Director BKMC-MTI, Swabi” should be kept sealed in the financial proposal. Pay Order will not be acceptable.

The bid security may be forfeited:

- If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form;  
or
- In the case of a successful Bidder, if the Bidder fails to sign or execute the contract.

## **BID VALIDITY**

- The bids should be valid for a period of 180 days.

## SPECIFICATIONS:

S. No.	Specification / Description	Pack Size
01	Medical / Surgical Mask ( <u>EN 14683 Type IIR</u> )	Box
02	Disposable Shoes Cover	Pack
03	Disposable Surgical gowns	Pack
04	CTG Paper	No's
05	Polythene Gloves (All Sizes)	Box of 50 Pairs
06	Surgical Gloves (Sizes: 7") (With Powder)	Pack
07	Surgical Gloves (Sizes: 7.5") (With Powder)	
08	Surgical Gloves (Sizes: 8") (With Powder)	
09	Surgical Gloves (Sizes: 7") (Powder Free)	
10	Surgical Gloves (Sizes: 7.5") (Powder Free)	
11	Surgical Gloves (Sizes: 8") (Powder Free)	
12	Examination Gloves Small (With Powder)	Pack of 50 Pairs
13	Examination Gloves Medium (With Powder)	Pack of 50 Pairs
14	Examination Gloves Large (With Powder)	Pack of 50 Pairs
15	Examination Gloves Small (Powder Free)	
16	Examination Gloves Medium (Powder Free)	
17	Examination Gloves Large (Powder Free)	
18	Nitrile Gloves	pack
19	Face Shield (Re usable)	No's
20	Hazmat Suit (60 GSM)	No's
21	Thermal Gun	No's
22	ID Band/ wrist Band adult and Pead's (Any Color)	Each/No
23	KN-95 Mask	No's
24	Body Bag	No's
25	NIV Mask Disposable	No's
26	NIV Mask Re-Usable	No's
27	ECG Roll 63mm	
28	ECG Roll 58mm x 20	
29	ECG Roll 210mm	
30	ECG Roll Sheller	
31	ECG Roll 208mm	
32	ECG Roll 209mm	
33	Ultrasound Roll	
34	ECG roll 50mm	
35	ECG roll 110 x 140mm	
36	ECG Roll 80 x 20mm	
37	Thermometer	
38	ECG Stickers	
39	Dead Body Box / Tabot	

40	Ventilator Circuit (With water trap)	
41	Ventilator Circuit (Without water trap)	
42	Z Fold Roll – 12 Channel	
43	ECG Roll – 6 Channel	
44	Methylated Spirit Surgical	1 liter

**NOTE:** All the IPC related items should follow specifications of WHO released during COVID – 19 pandemic.



## Technical Evaluation Criteria

**Total Marks (Technical Criteria + Financial Criteria): TM: 70 + 30 =100**

**No chance will be provided for re-submission of any documentation. The bidders must carefully read the instructions; Non-compliance to the stated instructions may lead to their technical disqualification.**

**(Technical Evaluation Marks: 70)**

S #	Parameters	Sub-parameters	Marks
1	Legal Requirement		10
		Sales Tax Registration Certificate	Mandatory
		NTN Registration Certificate	Mandatory
		Professional Tax Certificate	Mandatory
		Most recent Sales Tax Return from FBR	3
		IT-1 or IT-2 Form showing net annual sales	3
		Bank Statement of Last Years (2 Marks for each year)	4
2	Product Sample		50
	<p>Product that 100% comply with the advertised specifications will be considered for evaluation</p> <p>Sample(s) of successful bidder(s) shall be kept by BKMC. Supplies, when received, will be cross checked against the samples. Should the supplies fall below the standard of the supplied samples, they will be rejected and subsequently returned to the vendors.</p>	Samples will be examined & accepted by the Technical & Evaluation Committee	
		satisfactory	50
		Unsatisfactory	0
		<p>Note :</p> <p>Sample of the Quoted Item shall be submit at the time of Tender opening.</p> <p>Those firm which cannot provide sample at the time of tender opening they will be disqualify or non-responsive</p>	
5	Local office		10
	Supplier's office	Availability of warehouse in khyber pakhtunkhwa	10
	Total Marks		70
	Qualifying Marks		49

**Total Marks in Technical Criteria: 70**  
**Qualifying Percentage in Technical Criteria: 70%**  
**Qualifying Marks: 49**

**Financial Criteria (50 Marks):**

S #	Parameters	Sub-Parameters	Total Marks:
	Price		30
		<b>Lowest Price will get full marks.</b> <b>The formula to calculate the marks for the price submitted is:</b> <b>[Lowest Price (Fm)/Price of Bid under consideration (F)] x100 x 0.30</b>	30

Total Marks (Technical Criteria + Financial Criteria): 100

The bidders achieving a minimum of 49 marks (i.e., 70%) out of 70 marks in the Technical Evaluation will be declared technically qualified. Financial bids of only technically qualified bidders will be opened publicly at the time to be announced by the Procuring entity. The Financial Bids of technically disqualified bidders will be returned un-opened to the respective Bidders. After getting the financial score from the remaining 30 marks, the two scores will be combined to identify the highest ranking firm.

**Technical Score: 70**  
**Financial Score: 30**

# **BLACKLISTMENT OF DEFAULTED BIDDER/CONTRACTOR**

## **Conditions for Blacklistement of Defaulted Bidder/Contractor under rule 44 of KPPRA Rules 2014**

The following are the events, which would lead to initiate (Rule 44 of KPPRA Rules 2014) blacklisting/debarment process;

- Consistent failure to provide satisfactory performances.
- Found involved in corrupt/fraudulent practices.
- Abandoned the place of work permanently

## **Conditions for debarment of Defaulted Bidder/Contractor**

Failure or refusal to;

- Accept Purchases Order / Services order terms; Make supplies as per specifications agreed:
- Fulfill contractual obligations as per contract
- Non execution of work as per terms & condition of contract.
- Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- Persistent and intentional violation of important conditions of contract.
- Non-adherence to quality specifications despite being importunately pointed out.
- Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the Bacha Khan Medical Complex Swabi.

## **Procedure for blacklistment and debarment**

- Competent authority of Bacha Khan Medical Complex Swabi. May on information, or on its own motion, issue show cause notice to the bidder.
- The show cause notice shall contain the statement of allegation against the Bidder.
- The bidder will be given maximum of seven days to submit the written reply of the show cause notice.
- In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-parte against the bidder.
- Direct to issue notice of personal hearing to the bidder/ authorized representative of the bidder and the competent authority shall decide the matter on the basis of available record and personal hearing, if availed.
- The competent authority shall decide the matter within thirty days from the initiation of proceedings.
- The order of competent authority shall be communicated to the bidder by indicating reasons.
- The order past as above shall be duly conveyed to the KPPRA and defaulting bidder within three days of passing order.
- The duration of debarment may vary up to five years depending upon the nature of violation.

## **REDRESSING OF GRIEVANCES**

- The purchaser shall constitute a committee comprising of disagreed & notified by the competent authority proper powers and authorizations to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- Any bidder feeling aggrieved by any act of the purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than 03 days after the announcement of the bid evaluation report.
- The grievance redressed Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint. The report along with decision shall be forwarded to the purchase officer within the prescribed period.
- Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- Note: Grievance notified & designated who can invite appropriate official as coopted member for grievance.

## **Award of Contract:**

Contracts shall be confirmed through a written agreement signed by the successful bidder and the Bacha Khan Medical Complex Swabi.

## **Payment:**

- No advance payment will be permissible.
- The payment will be made after successful supply, installation/inspection and test run of all requisite items.

## **Terms & Conditions**

- The delivery should be made within 30 days.
- If the supply is not done within the period mentioned in the supply order, penalty @ 2% will be charged upto 15 days and beyond 15 days the penalty will be charged @ of 5%.
- The bidder must register with Income / Sales Tax Department  No advance payment will be permissible.
- The payment will be made after successful supply and inspection of all requisite items.
- The Hospital may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.

**AGREEMENT DEED**  
**FOR PROCUREMENT GOODS THROUGH FRAME WORK AGREEMENT**

**THIS AGREEMENT DEED** is made on this day of \_\_\_\_\_ in the year 202\_\_ and made effective with effect from \_\_\_\_\_ in the year 202\_\_ by and between;

**Bacha Khan Medical Complex, Medical Teaching Institute, Swabi**

Situated at Shah Mansoor, Swabi through its Hospital Director (hereinafter referred to as '**First Party**' which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, successors and assigns)

And

M/s \_\_\_\_\_

(Hereinafter referred to as '**Second Party**' which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, successors and assigns).

(Both the above hereinafter collectively referred to as '**Parties**')

**WHEREAS** the Second Party has agreed to supply \_\_\_\_\_ (hereinafter referred as 'Goods') out of the fresh stock to the First Party on the following terms and conditions:

**DEFINITIONS:**

- a. '**Consideration**' means the price payable to the Second Party by the First Party under this Agreement Deed for the full and proper performance of its contractual obligations.
- b. '**Equipment**' means all of the equipment, machinery, and/or other materials which the Second Party is required to supply to the First Party under this Agreement Deed.
- c. '**Services**' means those services ancillary to the supply of the Equipment, 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 Second Party.
- d. '**Project Site**' where applicable, means the place or places named in this Agreement Deed.
- e. '**Day**' means a calendar day.
- f. '**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.
- g. '**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.
- h. '**Force Majeure**' means an event beyond the control of the Parties and not involving the Parties fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the First Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

**TERMS AND CONDITIONS:**

1. Second Party shall deliver and install the Equipment/Goods at the premises and precincts of Bacha Khan Medical Complex.
2. The specification, quality, quantity of goods shall be in conformity to purchase orders, which shall be made part of this Agreement Deed. The Second Party shall include the ancillary Services attached with the Equipment.

3. The Goods supplied under this Agreement Deed shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, it shall conform to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
4. The Second Party will be liable to complete the supply within stipulated time limit i.e. 30 days after the issuance of the Purchase order.
5. The ownership and responsibility of the goods shall be transferred once the delivery is made to the First Party Premises and acknowledged by the respective personnel of First Party.
6. In case the Second Party failed to complete the supply till the due date i.e. 30 days from Issuance of the purchase order, a penalty as per detail below will be charged from the Second Party;
  - a. Penalty @ 2% for late supply till 15 days after the due date.
  - b. Penalty @ 5% for late supply beyond 15 days after the due date.

Once the maximum is reached, the First Party may consider termination of the contract.

7. The amount of performance security, as a percentage of the Contract Price, shall Not Be Required. However, the bid security of Rs. \_\_\_\_\_/- received at the time of bids submission shall be retained by Bacha Khan Medical Complex as Performance Security till the end of contract period and will be released back to successful bidders after the expiry of contract period, subject to the condition that all contractual obligations related to supplies are fulfilled.
8. The Second Party 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 this Agreement Deed is the result of an event of Force Majeure.  
If a Force Majeure situation arises, the Second Party shall promptly notify the First Party in writing of such condition and the cause thereof. Unless otherwise directed by the First Party in writing, the second Party shall continue to perform its obligations under this Agreement Deed as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
9. Payment to the Second Party shall be on presenting a bill in the shape of summary duly verified by Finance Department.
10. In the event of any difference or dispute arising between the Parties or their representative agents regarding rights and liabilities of the parties or any other matter relating to this Agreement Deed may be referred to the Board of Governors of the First Party and their decision will be final in all aspects and the Second Party warrants to abide by the decision of the Board of Governors of the First Party and will be bound by the decisions.
11. This Agreement Deed may be reviewed at any stage with mutual consultation of both Parties, if required. All amendments or addition to this Agreement Deed must be in writing and signed by both Parties through addendum to this Agreement. No amendment of any provision of this Agreement Deed shall be valid unless the same shall be in writing and signed by the Parties
12. The validity, interpretation, construction and performance of this Agreement Deed shall be governed by the Laws of Khyber Pakhtunkhwa in Pakistan. This Agreement Deed shall be interpreted with all necessary changes in gender and in number as the context may require and shall convey to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

**IN WITNESS WHEREOF** the Parties mentioned above have carefully pursued the terms and condition embodied in this Agreement Deed and have executed the same, setting their signatures below, on the date and place mentioned above.

1<sup>st</sup> Party  
Sign: \_\_\_\_\_

1<sup>st</sup> Party  
Sign: \_\_\_\_\_

**The Hospital Director BKMCS MTI  
Swabi**

Name: \_\_\_\_\_  
CNIC No. \_\_\_\_\_  
Address: \_\_\_\_\_

WITNESS:

Name: \_\_\_\_\_  
Son of: \_\_\_\_\_  
CNIC No. \_\_\_\_\_

Name: \_\_\_\_\_  
Son of: \_\_\_\_\_  
CNIC No. \_\_\_\_\_