



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

Contact No: 0938-280214

**BID SOLICITATION DOCUMENTS
FOR
Dialysis Disposables**

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.

1. INTRODUCTION:

Bacha Khan Medical Complex (BKMC) Medical Teaching Institution (MTI) Swabi invites. Item wise sealed bids from the eligible bidders (Manufacture / Importer / Authorized Distributor) for procurement of Dialysis Disposable items for Hospital Open Competitive Bidding under rule 6(2) (b) “*Single Stage Two Envelope*” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

2. INSTRUCTIONS TO BIDDERS:

- This Bidding procedure will be conducted in light of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Laws, Rules made there under along with Standard Bidding Documents.
- The bids will be opened on __/__/2022 at __: __ AM by committee in presence of the bidders/representatives who choose to attend
- Pre-bid meeting with the interested bidders will be held on __/__/2022 at __:00AM in Committee Room of Material Management Department of the Institution.
- Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
- All the bidders are required to provide annexure wise complete requisite documents with page Qualification as prescribed under the rules.
- The bid should be complete in all aspects and must be signed by the bidder.
- 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.
- **Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.**
- For any query, clarification regarding Services / Bid Solicitation Documents, the applicants may send a written request at least one week prior to the opening date.
- 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 Withdrawn bids will be returned unopened to the Bidders.
- 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:
 - i. Received without earnest money;
 - ii. It is received after the date and time fixed for its receipt;
 - iii. The tender document and the bid are unsigned;
 - iv. The offer is ambiguous;

- v. The offer is conditional i.e advance payment, or currency fluctuations etc.;
- vi. The offer is from blacklisted firm in any Federal / Provincial Government / Private department;
- vii. 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;
- viii. The tenders must be according to hospital specification (SBDs);
- ix. Alternate rates (**Double rates for single Items**) will not be acceptable.

- Usage of correction fluid & corrections are strictly prohibited unless duly initialed.
- Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
- Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
- In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.
- 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's future bids.
- The rates remain will approved for 01 years and it can be extended with mutually agreed written agreement.

3. 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 on Active Taxpayer List of FBR.
- 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.
- Bidder shall clearly mention local office address, mobile and phone number and email address and name of representative.
- Rates valid till 31 June 2023.
- Brand must be Mentioned with all Quoted items.

4. 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
4. Bidder, modify the bidding documents by amendment.
5. 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.
6. BKMC-MTI Swabi may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.

5. INVITATION FOR BIDS

Hospital Director Bacha Khan Medical Complex (BKMC) / Medical Teaching Institute (MTI), Swabi invites sealed bids under National Competitive Bidding for the procurement of **Dialysis Disposable** for Hospital, under rule 6(2)(b) *“single stage two envelope”* of KPPRA Rules 2014, from Manufacturers / Importers / Authorized Distributors 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 BKMC-MTI Swabi**. Security must be from the firm/bidder/contractor account.

Pre-bid meeting with the interested bidders will be held on __/__/2022 at __:00 AM at the Committee Room of Material Management Department of the institution.

The tenders complete in all aspects must reach the undersigned by __:00 AM on __/__/2022, which will be opened at __:00 AM on the same day in committee room of the Hospital in the presence of the 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.

6. BID SECURITY

Bid security @ **Rs. 200,000/-** in favor of “Hospital Director BKMC- MTI Swabi”

The bid security may be forfeited:

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

6. BID VALIDITY:

- I. The bids should be valid for a period of 120 Days.
- II. In exceptional circumstances, BKMC-MTI Hospital may solicit the Bidder’s consent to an extension of the period of validity reasons shall be recorded in writing. The request and the responses there to shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

7. SPECIFICATION OF DIALYSIS DISPOSABLE ITEMS

S.NO	ITEM DEPRECIATION
01	AV Fistula Needle with Clamps size 16,17,18
02	Bi Bag
03	Bicarbonate Dialysis Solution
04	Dialyzer Kit for online plus 5008 Machine
05	CAPD Catheter Adult with set
06	CAPD Catheter Paeds with set
07	CAPD Solution
08	Catheter Extension (CAPD)
09	Formalin solution
10	Hypochloride solution 5%
11	Citrosteril Disinfectant Solution for Fresenius Machine
12	Diasafe Plus Filter
13	Disinfection Cap (CAPD)
13	Double Lumen Dialysis Catheter (Adult 15cm or 16cm straight with drape scalpel and syringe)
14	Double Lumen Dialysis Catheter Adult spring loaded Jugular 13cm or 14cm
15	Double Lumen Dialysis Catheter Paeds 6FR/7FR/8FR
16	PCN tube with kit / without kit
17	Hollow Fiber Dialyzer with Tubing (all sizes peads & adult)
18	Organizer (CAPD)
19	Safe line
20	Salt Tablet For RO
21	Tunneled Dialysis Catheter (Long Line)
22	Surface Disinfectant (Clear Surf)
23	Acute PD Catheter with Y Tube and Solution (Adult, Paeds)
24	Disinfectant Solution for Nikkiso Machine
25	Endotoxin filter for Nikkiso Machine
26	BICART Cartridge

8. TECHNICAL CRITERIA FOR DIALYSIS DISPOSABLE ITEMS

S#	Parameters	Sub-parameters	Marks
1	Legal Requirement	Brand Must be Mentioned with all Quoted items	Mandatory
		Undertaking that Firm/Company is not blacklisted in any government/Semi Government and have no litigation pending in any court of law in Pakistan	Mandatory
		Most Recent Sale Tax return from FBR 01 year	02
		Most Recent Income Tax return of last 02 years	02
2	Samples Evaluation	i. Satisfactory 26 Marks ii. Partial Satisfactory 15 Marks iii. Unsatisfactory 0 Marks Samples must be submitted within 10 days after Tender Opening. Samples submission last date	26
3	Satisfactory Performance Certificate	Satisfactory Performance certificate from different Institution 02 Marks for 1 Certificate.	10
4	Relevant Experience		10
	Market Experience (Justified by Purchase/Supply/ Work Orders)	i. 1 - 5 years 2 Marks of each year. Relevant experience in Dialysis Disposables	10
5	Financial Capabilities [Turnover to be verified from sales tax return and audited financial statement]		20
	Turnover in Million (I-T-T and IT-II Form)	i. 01-10 Million ii. 11-20 Million	5 5
	Bank Statement	Bank Statement of Last 02 Years (2.5 Marks for each year)	5
	Audit Report	Audit Report of last 2 years (2.5 Marks for each year)	5
	Total Marks		70
	Qualifying Marks		49

9. FINANCIAL CRITERIA:

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

Rate reasonability will be checked with market and sister hospital of comparison

After Pre Bid

10. BLACKLIST OF DEFAULTED BIDDER/CONTRACTOR

Conditions for Blacklist 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

11. 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 MTI Swabi.

12. PROCEDURE FOR BLACKLIST AND DEBARMENT

1. Competent authority of Bacha Khan Medical Complex MTI Swabi may on information, or on its own motion, issue show cause notice to the bidder.
2. The show-cause notice shall contain the statement of allegation against the Bidder.
3. The bidder will be given maximum of seven days to submit the written reply of the show cause notice.
4. 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
5. Competent authority of Bacha Khan Medical Complex MTI Swabi may on information, or on its own motion, issue show cause notice to the bidder.
6. The show-cause notice shall contain the statement of allegation against the Bidder.
7. The bidder will be given maximum of seven days to submit the written reply of the show cause notice.
8. 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.
9. 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.
10. The competent authority shall decide the matter within thirty days from the initiation of proceedings.
11. The order of competent authority shall be communicated to the bidder by indicating reasons.
12. The order past as above shall be duly conveyed to the PKPRA and defaulting bidder within three days of passing order.
13. The duration of debarment may vary up to five years depending upon the nature of violation.

13. REDRESSING OF GRIEVANCES

1. 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.
2. 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.
3. The grievance redressal 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 purchaser officer within the prescribed period.
4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

14. AWARD OF CONTRACT:

Contracts shall be confirmed through a written agreement signed by the successful bidder and the BKMC-MTI Swabi.

15. PAYMENT:

- a. No advance payment will be permissible.
- b. The payment will be made after successful supply and inspection

16. 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.

1st Party
 Sign: _____
The Hospital Director BKMCS MTI
Swabi

1st Party
 Sign: _____
 Name: _____
 CNIC No. _____
 Address: _____

WITNESS:
 Name: _____
 Son of: _____
 CNIC No. _____

Name: _____
 Son of: _____
 CNIC No. _____