



# **BID SOLICITATION DOCUMENTS**

**(Framework Contract FY 2024-25)**

**Surgical Instruments**

**For**

**Bacha Khan Medical Complex (BKMC)**

**THQ Hospital Topi-MTI, Swabi**

**THQ Hospital Chota Lahor-MTI, Swabi**

**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.

**Manager Material Management  
BKMC/GKMC-MTI, Swabi**

**HOD Anesthesia  
BKMC/GKMC-MTI, Swabi**

**Hospital Director  
BKMC-MTI, Swabi**

## **INTRODUCTION:**

**Medical Teaching Institution (MTI) / Bacha Khan Medical Complex (BKMC)** located at Shahmansoor, **Swabi, Khyber Pakhtunkhwa** was established under Khyber Pakhtunkhwa Medical Teaching Institutions Reforms Act, 2015 to improve performance, enhance effectiveness, efficiency and responsiveness for the provision of quality healthcare services to the people of the Khyber Pakhtunkhwa,

Medical Teaching Institution (MTI) comprising Bacha Khan Medical Complex (BKMC), Gajju Khan Medical College (GKMC), Nigar College of Nursing (NCN), THQ Hospital Topi and THQ Hospital Chota Lahor invites sealed separate Item wise sealed bids from the eligible bidders for procurement of Surgical Instruments through Open Competitive Bidding under rule 6(2) (a) **“Single Stage One 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 Framework Contract (Rule 31-A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.
2. The rate shall be considered for Bacha Khan Medical Complex (BKMC), THQ Hospital Topi and THQ Hospital Chota Lahor-MTI, Swabi.
3. Bids complete in all respect must reach the undersigned by \_\_\_\_\_AM on \_\_\_\_\_, which will be opened at \_\_\_\_\_ hrs on the same day in the Committee room in the presence of the procurement committee and the bidders / representatives who choose to be present.
4. Each Bidder SHALL write the name of the quoted brand along with complete specifications, if NOT their bids shall not be further considered. (LIST attached)
5. All the bidders are required to provide annexure wise complete requisite documents with page marking.
6. Bidding shall be carried out for CFY 2024-25 under Framework contract in light of rule 31-A of KPPRA Rules 2014.
7. 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.
8. If any of the bidder requires any clarification regarding specification, Size, quality, or any other query, he may visit this Office during working hours till deadline for submission of the bids.
9. Bidders should be financially sound and have proper office, telephone number and fax number in Khyber Pakhtunkhwa.
10. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
11. 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.
12. The bidder must attach the original receipt along with the bidding document submitted to this institution. In case of photocopy, bank draft of equal amount must be attached.
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 bid security;
  - b. Received after the date and time fixed for its receipt;

- c. The tender document and the bid unsigned;
- d. The offer is ambiguous;
- e. The offer is conditional;
- f. The bidder is from blacklisted firm in any Federal/Provincial Govt. Deptt:

14. Usage of correction fluid & corrections will not be considered unless duly signed by the authorize person.
15. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
16. In case of Bid Tie, the contract will be awarded to the firm who has more experience than competitors.
17. Bidders are required to clearly mark on the envelop as Bid for “Category Name”
18. 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.
19. Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.
20. Due to late delivery if any loss cause to hospital will be recover from the vendors bills amount.

## **Bid Security**

- a. The bidders are required to submit the Bid security (refundable) drawn in favor of “Hospital Director Bacha Khan Medical Complex-MTI, Swabi.”
- b. The bid security may be forfeited:
  - i) If a Bidder withdraws its bid during the performance of the contract period i.e., 30-06-2025.
  - ii) In case of a successful Bidder, if the Bidder fails to sign the contract.

<b>S #</b>	<b>Description</b>	<b>Bid Security (PKR)</b>
1.	<b>Surgical Instruments</b>	<b>100,000/-</b>

## Qualification/Eligibility /Mandatory Criteria

Bidders must give compliance to the below mentioned clauses as these are mandatory to being Eligible for the bidding process. Relevant certificates / documents must be attached.

S #	Description	Remarks
1.	The bidder shall be Registered with <b>FBR for Income Tax and Sales Tax</b> and reflected on Active Tax Payer List ( <b>ATL</b> ); (Provide copy of relevant certificates)	Mandatory
2.	Manufacturer / Authorization certificate from Manufacturer (Provide the copy of valid relevant document)	Mandatory
3.	Bidder must have experience of at least Three (03) different Teaching Level Hospitals in KPK Govt/Arm Forces for supplying Surgical Instruments in last 5 years. <b>Note: Bidder Must attached Purchase Orders</b>	Mandatory
4.	The firm/bidder should/must provide the warranty for the period of 01 year of all the quoted items.	Mandatory
5.	Products that fully comply with the advertised specifications will be considered for sample evaluation. The end-user may request any surgical instrument or complete set for sample evaluation. Inspection remarks will be provided after; <b>Sterilization Compatibility:</b> <b>Heat Resistance:</b> Verify that the instrument can withstand repeated sterilization cycles (e.g., in autoclaves or CSSD processes) without degrading. <b>Chemical Resistance:</b> Ensure the instrument does not react adversely to cleaning agents or sterilizing chemicals. <b>Cycle Testing:</b> Subject the instrument to at least 10 sterilization cycles in the Central Sterile Supply Department (CSSD) and inspect for any signs of wear, corrosion, or mechanical failure.	Mandatory
6.	Submission of undertaking on legal valid and attested stamp paper that the firm is <b>NOT BLACKLISTED</b> by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.	Mandatory
7.	Bid security Shall be attached as mentioned in the advertisement/BSD	Mandatory
8.	Turnover in Millions: Audit Report/IT/ST Returns Should be attached 20 million or above	Mandatory
9.	<b>ISO certification of the manufacturer</b> Valid ISO 9001 Quality Management Systems	Mandatory
10.	<b>Quality Standards Compliance</b> US FDA (US Food and Drug Administration) <b>OR</b> CE(MDR) European Community (CE) MDR / MDD	Mandatory

**Note:** Selected samples will be call after evaluation of the documents from the qualified bidders upon the recommendation of end user.

## **EVALUATION AND COMPARISON OF BIDS**

1. The Department will evaluate and compare the bids which have been determined to be substantially responsive (Eligibility Criteria).
2. Bids shall be evaluated against the given specifications and other terms & conditions mentioned in the Bid Solicitation Documents.
3. After preliminary examination, the responsive bidder(s) will be asked to provide the samples (Where required) of their quoted items and the same will be inspected /approved by the procurement committee including technical members.
4. Rates of those items will be considered for comparisons which approved by the procurement committee
5. The Lowest Offer will be accepted, meeting the Specification / quality needs and ensuring value for money.
6. The rates shall be valid till 30-06-2025, however may extended for another period up to maximum one year after approval from the competent authority on annual basis.
7. Alternative bids / rates mentioned in Rate Form shall not be considered and shall be rejected by the Competent Authority.

## **Other Terms & Conditions: -**

1. This Bidding procedure will be conducted in light of Framework Contract (Rule 31-A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.
2. All the bidders will strictly follow the rate form attached as “Annex-A”
3. Contracts shall be confirmed through a written agreement signed between successful bidder and the BKMC-MTI, Swabi attached as “Annex-B”
4. All the bidders will sign the Affidavit attached as “Annex-C”
5. In case of a successful bidder, who repudiates the contract or fails to furnish performance and as the case may be shall proceed for blacklisting and the supply order will be placed to the Next Successful Bidder or from the alternative sources at the cost/risk of the concerned firm.
6. Bidders are advised in their best interest to maintain the required quality and not to quote for counterfeited or sub-standard items, as the inspection committee will ensure the quality of products at the time of supply of items.
7. The BKMC-MTI, Swabi shall retain the samples of firm(s) to whom the contract is awarded till completion of the supply period. However, samples of un-successful bidders shall be returned to them within seven (07) days of completion of process.
8. If any of the given specifications/parameters does not meet the required specifications, their offer will not be considered and shall summarily be rejected by BKMC-MTI, Swabi.
9. In case of repeated failure or non-supply the BKMC-MTI, Swabi reserves the right to forfeit the bid security and may proceed for debarment / blacklisting.
10. Each Items supplied shall strictly conform to the Schedule of Requirements and to the Technical Specifications prescribed by the BKMC-MTI, Swabi against each item.
11. The Unit Cost agreed in the Price Schedule (Rate Form), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.
12. If the successful firm fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract / Letter of Acceptance or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Acceptance or during the execution of the contract / Letter of Acceptance, the institution may without prejudice to any other right of action / remedy



it may have, blacklist the bidder, either indefinitely or for a stated period, for future tenders in public sector, as per provision of KP Procurement Rules, 2014.

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

***Delivery of Items.***

- ***The Supplier will be bound to deliver the items within thirty days of issuance of purchase order. In case the supplier delays in performance of any of the obligations. Penalty rate of Two percent (2%) will be charged up to 15 days and beyond 15 days' penalty will be charged Five percent (5 %).***

**Award of Contract:**

Contracts shall be confirmed through a written agreement signed between successful bidder and the BKMC-MTI, Swabi attached as “Annex-B”.

**Payment:**

- i. Payment will be made within 30 days of after inspection by the end user / procurement subject to the availability of funds.
- ii. No advance payment will be permissible.
- iii. The payment will be made after successful supply, installation and inspection of all requisite items.
- iv. Payment of the bills will be subject to the deduction of government taxes.

**Bid Security: -**

The bid security shall be retained till the closing of the contract period i.e., 30-06-2025, from the successful bidders.

**BID FORM AND PRICE SCHEDULES****Price Schedule in Pak. Rupees (including all applicable taxes)**

**Note: - All the bidders are required to follow the following pattern while preparing financial bids.**

Name of Bidder \_\_\_\_\_

<b>S #</b>	<b>Item Description</b>	<b>Brand Name</b>	<b>Unit</b>	<b>Per Unit Rate offered Without GST</b>	<b>Per Unit Rate offered including GST</b>	<b>Remarks</b>
				In figures	In figures	

Signature of Bidder \_\_\_\_\_

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

**FRAMEWORK CONTRACT (FORMAT)**

THIS FRAMEWORK CONTRACT is made and agreed today on 00 day of Month, 2024 between **Hospital Director Bacha Khan Medical Complex-MTI, Swabi Khyber Pakhtunkhwa** (hereinafter referred to as the *BKMC-MTI* or the first party and **M/s XYZ**, (hereinafter referred to as the *Contractor* or the second party or he/she, 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 BKMC-MTI has made an open competitive bidding for selection and rate contracting for supply of (*xyz item/s*) (hereinafter referred to as *goods*).

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Board’s Notification of Award.

The following items have been selected under framework contract till 30-6-2025 from the date of signing of contract, however extendable to another year up-to a maximum of One Year.

S #	Item Name with Specifications	Unit Description Per Unit / Per Liter / Per Box / other	Approved rate	Remarks
1.				
2.				
3.				
4.				
5.				

**Both the parties agreed that: -**

1. The approved prices of all individual items (mentioned above) quoted in the financial bids shall remain valid till 30-06-2025.
2. During the currency of the contract, the supplier will be bound to deliver the items of the approved quality at its designated center from time to time at the approved rates within Thirty days of the receipt of Purchase Order. In case of failure, the department reserves the right to impose the penalty 2 % up to 15 days and beyond 15 days 5 % penalty will be charged.
3. The items offered must have at least one-year warranty period (where applicable).
4. You will NOT claim or charge transportation, loading / unloading, labor or any other charges related to or in the name of logistics, accidents, insurance, freight, etc.
5. The Unit Cost agreed in the Price Schedule (Rate Form), is inclusive of installation, testing, commissioning, all applicable taxes and costs associated with transportation and other agreed incidental costs.
6. Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the 2<sup>nd</sup> Party to the BKMC-MTI, Swabi immediately after complete supply of stock. The Bidder 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 or by the Provincial Government of Khyber Pakhtunkhwa on any supplied / purchased item.
7. The payment will be made by the center within one month of the completion of the supply/inspection, however in case of non-availability of budget the center will make payment after releasing of budget from the competent authority.
8. In case of the situation related to Force Majeure, the Party-B may inform the BKMC-MTI, Swabi 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 Board for the grant of extension in the supply period.
9. In case your firm repudiates the contract, bid security will be forfeited, the BKMC-MTI, concerned center reserve the rights to proceed for debarment / blacklisting under the relevant law.

Signature:

Hospital Director BKMC-MTI

Swabi, KPK.

Signature:

M/s XYZ

Name:

Designation:

CNIC No.

Stamp:

WITNESS NO. 1

Signature:

Name:

Designation:

CNIC No.

WITNESS NO. 2

Signature:

Name:

Father's Name:

Address:

CNIC No.

## AFFIDAVIT / UNDERTAKING

### Important Note:

All the bidders must submit the original affidavit on non-judicial stamp paper of Rs.100/- (Rs. One Hundred) attached with technical bid at the time of bid submission on the following format.

I, \_\_\_\_\_ Owners / Director / Legal Attorney / Accredited representative of M/s \_\_\_\_\_, solemnly declare that,

1. M/s \_\_\_\_\_ have read the contents of the Bidding Document and have fully understood it.
2. That the financial instruments, statements of facts, data and documents being submitted by M/s \_\_\_\_\_ for the *IFB No.04/Goods/Sep,2022* are true, genuine and correct.
3. Undertakes that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.
4. M/s \_\_\_\_\_ is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.
5. Bid Security (in original) is placed in the financial bid.
6. In case we fail to comply any of the aforesaid conditions or the documents submitted by M/s \_\_\_\_\_ is found false/forged, our tender will be cancelled forfeiting the Bid Security amount and debaring us from participation in future tenders of Medical Teaching Institution Bacha Khan Medical Complex, Khyber Pakhtunkhwa, for a period of one year.

**Signature with Seal of the Deponent (bidder)**

## Surgical Instruments List

<b>Neuro Surgery Sets</b>		
<b>S.No</b>	<b>Item Description</b>	
01	Laminectomy set	
02	Craniotomy set	
03	C.T.R Set	
<b>General Surgery Sets</b>		
<b>S.No</b>	<b>Item Description</b>	
01	Appendix set	
02	Cutting Set	
03	General Set	
04	T.A.H set	
05	Gall Stone Set	
06	Laparotomy Set	
07	Scissor	
08	Artery Forceps	
09	Needle Holders	
10	Tooth Forceps	
11	Plane Forceps	
12	Dissecting Forceps	
<b>Pead's Surgery Sets</b>		
<b>S.No</b>	<b>Item Description</b>	
01	Pead's Laparotomy set	
02	Hypospadias set	
03	Pead's cutting set	
04	Mosquitoes Artery Forceps	
05	Atson tooth Dissecting forceps	
06	Atson Non tooth Dissecting forceps	
<b>Gynea /OBS Sets</b>		
<b>S.No</b>	<b>Item Description</b>	
01	C Section Set	
02	T.A.H Set	
03	V.H Set	
04	D&C Set	
05	Baby vacuum	
<b>Orthopedic sets</b>		
01	Large fragment Set	
02	Small fragment Set	
03	AMP Set	
04	self-retaining retractor Large	
05	self-retaining retractor Small	
06	Wire cutter Small	
07	Wire Cutter Medium	

08	Bone Nibbler	
09	Curvcte Set	
10	CTR Set	

**Note:**

- *Samples Should be called from the first lowest bidder if failed or unsatisfactory will be rejected, and will be called from the Second Lowest Bidder.*
- *All Supplies are subjected to acceptance by inspection committee.*
- *All the Suppliers are advised to strictly follow the BKMC-MTI prescribed format (-i.e., Serial Number wise) for quoting their prices to avoid any ambiguity.*