

MEDICAL TEACHING INSTITUTION, AYUB TEACHING HOSPITAL ABBOTTABAD.			
Demand of Disposable (TPM Wire with Sheath) for the year 2021-22			
S.No	Name of Item	Emergency Store	Total Qty Required
1	TPM Wire With Sheath	500	500



**Government of Khyber Pakhtunkhwa
Standard Bidding Document
FOR**

**Procurement for TPM WIRE WITH SHEATH
Medical Teaching Institution, (ATH) Abbottbad
Under National Competitive Bidding (NCB)**

Tender (2021-22)

PREFACE

These Standard Bidding Documents have been prepared for use & prepared by the Ayub Medical & Teaching Institution Abbottabad, for procurement of Surgical Glove.

, through National Competitive Bidding (NCB) Khyber Pakhtunkhwa.

The preparation of the standard bidding documents for procurement of the said Bidding Documents are grouped in five parts.

Part-I Mandatory Documents

Part ii Instructions to Bidders (ITB)

Part iii Technical Evaluation Performa

Part iv demand list.

Part vi Contract Agreement

Each section is prepared with notes [in Italics] intended only as information for the Purchaser or person drafting the bidding documents. They shall not be included in the final documents.

PART -I

Mandatory Documents.

- a) Manufacturer/Importer ,Distribut and Whole sallahs .
- b) Income Tax registration.
- c) Last year Income tax return.
- d) Sales tax registration.
- e) Last year sales tax return.
- f) Registration with KPRA.
- g) Active on ATL.
- h) Acceptance of the following terms on stamp paper
 - 1 Acceptance of contract agreement/terms and conditions on judicial stamp paper.
 - 2 Attachment of CDR, s with financial bids.
 - 3 Bidder must not be blacklisted in any Govt. (Federal, Provincial or Local) or a public sector Organization.

PART -II

Instructions to Bidders (ITB)

(A) General:

1 Scope of Bid

AMTI invites bids for supply of surgical Disposable Non Drug items(TMP WIRE With Sheath) specified in Schedule of Requirements along with Technical Specifications and related services incidental thereto to meet the requirements AMTI Abbott bad with Bid Reference Number for the procurement activity as mentioned in Bid Data Sheet (BDS).

2 Source of Funds

AMTI Abbott bad

3 Eligible Bidders

3.1 This Invitation for Bidders (IFB) is open to all eligible registered manufacturers and importers supply of surgical Disposable Non Drug items. The Importer must possess valid authorization from the Principal origin.

3.2 Bidders under the declaration of ineligibility for corrupt and fraudulent practices issued by the Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE.

4. Corruption and Fraud.

4.1 The Government of Khyber Pakhtunkhwa defines Corrupt and Fraudulent Practices as, *“offering, giving ,receiving or soliciting of anything of value to influence the action of the public official or the supplier or the contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of contract, collusive practices among bidder (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive and any request for or solicitation of anything of value by any public official in the course of the exercise of this duty”*.

4.2 Indulgence in corruption and fraudulent practices is liable to result un rejection of Bids, cancellation of contract, debarring and blacklisting of the bidder, for a stated or indefinite period of

5. Bidding for Selective Items.

A Bidder, if he so chooses, can bid for selective items from the list of goods provided for the schedule of Requirements. A Bidder is also at liberty to bid for all the goods mentioned in the Schedule of Requirements provided he fulfills the requirements.

However, a Bidder cannot bid for partial quantities of an item in the Schedule of Requirement. **THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENT.**

(B) The Bidding Procedures:

1. The Governing Rules.

The Bidding procedure shall be governed by the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services KPPRA Rules, 2014.

2. Applicable Bidding Procedure.

The bidding procedure is governed by thy Rule 06 Para (2) KPPRA Rules, 2014.

3. The bidding procedure is explained below:

Single Stage, Two Envelop Procedure (Rule 2(b) KPPRA 2014)

- i) The bid shall comprise a single package containing two separate envelops. Each envelop shall contain separately the Technical Proposal and the Financial Proposal;
- ii) These envelops shall be marked as “TECHNICAL PROPOSAL ” and “FINANCIAL PROPOSAL” OF TPM WIRE WITH SHEATH in bold and legible letters to avoid confusion.
- iii) Initially only the envelop marked “TECHNICAL PROPOSAL” shall be opened; technical proposal is to determine the technical strength and consideration of the illegibility of the firm for the bidding process, which is to be carried out before the opening the financial bids.
- iv) The envelop marked as “FINANCIAL PROPOSAL” shall be retained in the custody of procuring agency without being opened.
- v) The Technical Evaluation committee shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform the specified requirements.
- vi) During the technical evaluation no amendments in the technical proposal shall be permitted.
- vii) The financial proposals of bids shall be opened publically at a time, date and venue to be announced and communicated to the Bidders in advance.
- viii) After the evaluation and approval of the technical proposal the Purchase committee shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The financial bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- ix) The bid found to be the best evaluated having lowest price shall be accepted

Preparation of Bids

(A) The Bidding Documents:

1. Contents of the Bidding Documents

The Bidding Documents include

PART -I

Mandatory Documents.

PART -I

Mandatory Documents.

- i) Manufacturer/Importer ,Distributor & whole sallahs
- j) Income Tax registration.
- k) Last year Income tax return.
- l) Sales tax registration.
- m) Last year sales tax return.
- n) Registration with KPRA.
- o) Active on ATL.
- p) Acceptance of the following terms on stamp paper
 - 4 Acceptance of contract agreement/terms and conditions on judicial stamp paper.
 - 5 Attachment of CDR, s with financial bids.
 - 6 Bidder must not be blacklisted in any Govt. (Federal, Provincial or Local) or a public sector Organization.

2. Language of Bids.

2.1 All Correspondences, communications associated with preparation of Bids, clarifications, amendments, submissions shall be written in English/Urdu. Supporting documents and printed literature furnished by the Bidder may be in any language provided they are accompanied by an accurate translation of the relevant passages in English/urdu, in which case, for purpose of interpretation of the Bid, the said translation shall take precedence.

3. Bid Price

3.1 The Bidders should quote the prices of the goods according to the technical specifications the technical specifications of goods; different from the required specifications shall straightway be rejected.

3.2 The Bidder is required to offer a competitive price which must include all the taxes, levies, duties, prescribed prices.

If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties, etc.

3.3 The benefit of exemption from or reduction in the taxes and duties shall be passed as per Govt. rules.

3.3 Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offered shall be straightway rejected. Conditional or alternate offer shall also be considered as non-responsive bid.

3.4 While making a price quote, trends/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods or services shall be entertained.

4. Bid Currencies

Price shall be quoted in Pakistani Rupees.

5. Bid Validity

5.1 Bid Validity is for 90 days.

5.2 The TEC shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period to the period of original bid validity.

5.3 Bidders who;

- a) Agree to the Competent Authority request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- b) Do not agree an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

6. Format and Signing Of Bids

6.1 The bidder shall prepare and submit its bid and provide original documents bas appropriate. Copies of any documents must be stamped and signed by the bidders.

6.2 The Bid shall be accompanied by the original receipt for the payments made for the purchase of the bidding document. In an event

Where the Bidder has downloaded the bidding document from the web, they will require to get the original payment receipt of the prescribed fee from the Procuring cell well before the date of submission of bid.

6.3 The original bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to Contract. The person or person signing the bid shall initial all pages of the bid form.

6.4 Any interlinear actions, erasures or overwriting shall valid only if they are initiated by the person or persons signing the bid.

6.5 Any tempering, illegitimate inclusion or exclusion in any part of the Standard Bidding Documents shall lead to disqualification of the bidder.

Submission Of Bids

7. Sealing and Making of Bids

The envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” OF TPM WIRE WITH SHEATH in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal both the proposals/bid in separate envelopes. The said two envelopes shall then be sealed in an outer envelope & bids must be submitted through courier, by hand tender will not be accepted.

8. Late Bids

Any bid received by thy Procuring cell after the deadline for submission of bids prescribed by the Procuring cell shall be rejected and returned unopened to the Bidders

9. Withdrawal of Bids

9.1 The Bidder may withdraw its bid after the bid’s submission and prior to the deadline prescribed for opening of bids.

9.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder

Opening and Evaluation of Bids

1. Opening of Bids by Procuring Agency

1.1 All bids received, shall be opened by the Tender opening committee publicly in the presence of the Bidders on their representatives on the date, time and venue prescribed in Advisement.

1.2 All Bidders in attendance shall sign an attendance sheet.

1.3 The Purchaser shall open one bid at a time and read out aloud its contents which may include name of the Bidder, category tendered for any discounts, any bid

modifications or withdrawal, the presence or absence of requisite bid security, unit as well as total bid price and such other details as the Purchaser, at its discretion, may consider appropriate if not in conflict with Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rile 2014 specifically Rule 37.

1.4 The Procuring cell shall have the minutes of the Bid opening (technical and when applicable financial) recorded.

1.5 No Bid shall be rejected at technical proposal/bid opening, except for late bids, which shall be returned unopened to the Bidder.

1.6 The Financial Bids found having without Bid Security shall also be returned unannounced to the bidders. However, prior to return to the bidder, the Chairman of the Purchase/Procurement Committee shall record a statement giving reasons for return of such bid(s).

2. Clarification of Bids

During evaluation of the bids the TEC may, at its discretion, ask the bidder for a clarification and the response shall be in writing and no change in the prices or substance of the bid shall be sought, offered or permitted.

3. Examination of Technical BIDS

After opening of the bids by Tender opening committee, the bids will submitted to TEC FOR Technical Evaluations.

4. Examination of Financial BIDS

4.1 The firms achieved the qualified marks against the quoted items so as its financial bids will be opened by Purchase Committee.

4.2 In the financial bids the arithmetical errors shall be rectified on the following basis.

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- b) If the Bidder does not accept the correction of the error, its bid shall be rejected, and its Bid Security may be forfeited.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.
- d) For the purpose of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the Selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/National Bank of Pakistan on that day.
- e) A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.
- f) the procurement cell prepared the comparative statements of the product and purchase committee approved the drugs items

5. Announcement of Evaluation Report

The TEC may announce the results of the bid evaluation in form of a report through its website of the institution or display office notice board, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

6. Re-Bidding

6.1 If the TEC has rejected all bids under Rule 47, it may call for a re-bidding Khyber Pakhtunkhwa Public Procurement of Goods, Works & Services Rules 2014 (Rule-48).

6.2 The TEC before invitation for re-bidding shall assess the reasons of rejection and may revise specifications, evaluation criteria or any other condition for Bidders as it may deem necessary.

Award of Contract

7. Acceptance of Bid and Award Criteria

The Bidder, whose bid is found to be most closely conforming to the Evaluation Criteria and having the lowest evaluated responsive bid, if not in conflict with any other law, rule,

regulation or policy of the Government of Khyber Pakhtunkhwa, shall be awarded to the Contract within the original or extended period of bid validity.

8. Competent Authority Right to vary quantities at the time of Award

The competent Authority reserves the right at the time of the award of the Contract to increase or decrease, the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms or conditions

9. Notification of Award

9.1 Prior to the expiration of the period of the bid validity, the procurement cell shall notify to the successful Bidder in writing that its bid has been accepted Rule 46 in conformity with provision of Section 31 of the act in these rules.

9.2 The notification of the award shall constitute the formation of the Contract between the competent authority and the successful Bidder.

9.3 The enforcement of the Contract shall be governed by the Rule 50 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works & Services Rules 2014.

10. Limitation on Negotiations

10.1 Negotiations that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder but only to minor technical, contractual or logistical details.

10.2 Negotiations may relate to the following areas; (the list is being provided as guidance as only and under no circumstances be treated as exhaustive and final):

- Minor alternation to technical details, such as scope of work, the specification or drawings;
- Minor amendment to the Special Condition of Contract;
- Finalization of payment schedule and ancillary details;
- Mobilization arrangements;
- Agreement on final delivery or completion schedules to accommodate any changes required by the Procuring Agency;
- The proposed methodology or staffing;
- Inputs required from the Procuring Agency;
- Clarifying details that were not apparent or could not be finalized at the time of the bidding;
- The Bidder's tax liability in Pakistan, if a Bidder is a foreign company.

11. Negotiations shall not be used to:

- Substantially change the technical quality or details of the requirement, including the task and responsibilities of the Bidder or the performance of the goods;
- Substantially alter the terms & conditions of the Contract;
- Reduce unit rates or reimbursable costs;
- Substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or proposals;
- Alter the submitted financial bid.

12. Signing of Contract

- I. After the completion of Contract Negotiations the Purchaser shall send the Bidder the Contract Agreement Form provided in Part-Two: Section IV of these Standard Bidding Documents, incorporating all agreements between the Parties.
- II. Within one week of the receipt of the Contract Agreement Form, the successful Bidder and the Purchaser shall sign the Contract in accordance with the legal requirements in vogue.
- III. Unless the procurement contract has already entered into force a contractor or supplier feeling aggrieved by the Order of a Purchaser accepting a bid may file an application for review.
- IV. If a successful Bidder, after completion of all codal formalities show an inability to sign the Contract then its Bid Security shall stand forfeiture and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently. In such situation the Purchaser may award the Contract to the next lowest evaluated Bidder or call for a new bid.
- V. The Contract shall become effective upon affixation of signature of the Purchaser and the selected Bidder on the contract document, shall be governed for the period of one year up to 30/06/2019.or till the finaziation of new contract for the yeary 2019-20.
 - a) All Goods and related Services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial polices of Federal Government Of Pakistan and all expenditures made under the contract shall be limited to such goods and services.
 - b) For purpose of this Clause “origin” means the place where the goods are produced, or the place where the related services are supplied. Goods are produced when, through manufacturing or processing.

PART -III

TECHNICAL EVALUATION PERFORMA FOR SURGICAL DISPOSABLE

PART IV

DEMAND LIST.

PART V

CONTRACT AGREEMENT:.

CONTRACT AGREEMENT FOR TPM WIRE WITH SHEATH

THIS CONTRACT is made at on day___ of _____ between the Hospital Director AMTI Abbottabad (hereinafter referred to as the “Purchaser”) of the first Part; and m/s _____ having its registered office at____ (hereinafter called “the Supplier”)of the second part(hereinafter referred to individually as party and collectively as the “Parties”)

Whereas the Purchaser invited the bids of procurement of good TPM WIRE WITH SHEATH in pursuance whereof m/s _____being the Manufacturer/Importer in Pakistan and ancillary services offered to supply the required item (s); and whereas, the purchaser has accepted the bid by the Supplier;

Now the parties to this contract agree to following;

ACCORDING TO THE AGREEMENT

- 1 The supplier shall be responsible to deliver the stores at the premises of Health Institution i.e. AMIT Abbott bad/Hospital Director and shall not be entitled to any transportation charges.
- 2 All the supply shall conform to the specifications mentioned in approved list shall be freshly manufactured or as per rule in case of complain the stock will be returned or replaced free of cost with the standard quality within one month from the date of intimation to the supplier, and supplier shall also render himself liable to such other action as may be taken under the rules..
- 3 The Selection (Purchase) committee of AMTI can Blacklist or forfeit Call Deposit of the Manufacturer/Importer under Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules 2014 for non-supply, substitute supply etc.

23. SPECIAL PACKING & LABELING

- a) The item shall clearly indicate expiry date. The manufacturer shall ensure that the supplied item to Govt: Institute shall be stamped, the wording AMTI ATH SUPPLY & NOT FOR SALE on Primary, Secondary and Tertiary Labels.
- b) The items shall be packed in strong wooden or card board boxes with sufficient packing material inside to avoid breakage or damage during transportation.

24. Validity of Approved Rates

A) The rates will be valid up to 30-06-2022 Extendable till the finalization of new contract for the financial year 2021-22.

25. WARRANTY

The supplier shall provide warranty on prescribed form.

26. PAYMENT SCHEDULE

Bills for payment in triplicate along with all other relevant documents shall be submitted to the Purchaser after complete supply of items. Income tax as per Govt policy will be deducted. An Income Tax Certificate will be issued by the concerned Hospital Director etc to the supplier. Similarly Sales Tax or any other Tax shall also be levied on the suppliers as per Govt policy during financial year. The payment will be made with maxim of 60 days after supply & after inspection & testing if deems necessary,

27. PENALTIES

The supply of stock, under this agreement is required to be completed within 30 days or the period extended, after the receipt of the orders. The supplier may however avail 15 days extension with 3% penalty on the cost of non-supplied items and after the expiry of the said extension another 15 days can be availed but with total of 7% penalty on non supplied items

Expiry Clause

The shelf life in case of imported items must not be less than 70% and in case of local items 90% at the time of delivery.

28. In case of short expiry the Hospital Administration will communicate in writing six months before the expiry date for replacement with fresh stocks the firms will bound to replace the said short expire stock on its own expense, in case of expiry the lose will be deducted from the supplier.

29. In case any complaint or suspicious quality the sample will be analyzed through Provincial DTL on the risk & cost of the supplier.

30. In case of poor or non consumption of the any item the supplier will have to replace stock with other required approved item or return the stock.

31. After approval of the rates the successor bidder must be provided agreement of judicial paper worth Rs.100/-

Hospital Director AMTI

	MEDICAL TEACHING INSTITUTION,AYUB TEACHING HOSPITAL	STATUS
	MANDATORY PERFORM FOR THE YEAR 2021-22	
	TPM WIRE	
	M/S _____	
S.NO	DOCUMENTS	
1	MANUFACTURE/IMPORTER , DISTRIBUTOR & whole Sallers LENS MUST BE REGISTER With DRAP OF PAKISTAN	
2	INCOMTAX REGISTRATION	
3	LAST YEAR INCOMETAX RETUURN	
4	SALE TAX REGISTRAION	
5	LAST YEAR SALE TAX RETRUN	
6	LAST YEAR BANK SATATMENT	
7	ACTIVE ON ATL	
8	ACCEPTENCE OF TERMS AND CONDITION ON STAMP PAPER,FIRM IS NOT BLACKLISTED AND CDR IS ATTACHED WITH FINACILA BIDS	
9	End USER SELECTION REPORT	

Mr.Adil
Pharmacist
Member

Mr.Khalid Burki
Pharamcist
Member

Mr.Asif Nawaz Pharmacist
I/C Emergency Store
Member

Miss:Mehwish
Pharmacist
Member

Dr.Murza Shah Dispensary Superintendent
Chariman Sub TEC