



**PESHAWAR INSTITUTE OF CARDIOLOGY
MEDICAL TEACHING INSTITUTION**

BID SOLICITATION DOCUMENTS FOR

Medical Gases Plant Consumable

Framework Contract For the year 2022-23

REF: (PIC-054)

Single Stage Single Envelope

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:

Peshawar Institute of Cardiology PIC-MTI Peshawar located at 5-A, Sector B-3, Phase-V, Hayatabad, Peshawar, KP 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,

Peshawar Institute of Cardiology PIC-MTI Peshawar invites Item wise sealed bids for each category (mentioned in Statement of Requirement below) from the eligible bidders **(Manufacturers/ Importer /Authorized Dealers)** for procurement of **Medical Gases Plant Consumable** through Open Competitive Bidding under rule 6(2) (a) “*Single Stage Single Envelope*” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

Description	Dates
Pre-bid meeting	Date: 05-07-2022 at 10:00 am
Tender Closing/Last submission	Date: 19-07-2022, Time:11:00 Hours
Tender Opening	Date: 19-07-2022, Time:11:30 Hours
Bid security	100,000/- Rs.
Tender Process	<i>Single Stage Single Envelope</i>
Tender Validity/Prices Validity	<i>From 1 July 2022 to 30 June 2023.</i>

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 Peshawar Institute of Cardiology PIC-MTI Peshawar
3. Bid complete in all respect must reach the undersigned by 11:00 hrs on 19/07/2022 (Tuesday) which will be opened at 11:30 hrs on the same day in conference 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.
5. All the bidders are required to provide annexure wise complete requisite documents with page marking.
6. 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.
7. If any of the bidder requires any clarification regarding specification, Size, quality, or any other query, he may visit MMD(PIC) during working hours till deadline for submission of the bids.
8. Bidders should be financially sound and have proper office, telephone number and fax number in Khyber Pakhtunkhwa.
9. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
10. 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.
11. 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.
12. 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 as mentioned in BSD.
 - 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:
13. Usage of correction fluid & corrections will not be considered unless duly signed by the authorize person.
 14. Joint venture / consortium are not eligible for this tender.
 15. In case of Bid Tie, the contract will be awarded to the firm provide the better Quality.
 16. Bidders are required to clearly mark on the envelop as Bid for "Medical Gases Plant Consumable "
 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 PIC future bids.
 18. 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 FOR MEDICAL GASES PLANT CONSUMABLE

- (a) Bid security shall be submitted to the amount of PKR 100,000/- in shape of bank guarantee / Call Deposit Receipt (CDR) from schedule bank of Pakistan in favor of "Hospital Director Peshawar Institute of Cardiology PIC MTI". A bid accompanied by Pay Order (PO) shall be rejected as non-responsive.
- (b) Bid Security of the unsuccessful bidders shall be released as promptly as possible upon the successful Bidder's furnishing of the performance security;
- (c) The bid security of the successful bidder will be consider as the performancesecurity till the validity of tender/contract.
- (d) The Bid security shall be forfeited:**
 - If a bidder withdraws his bid during the period of bid validity; or
- (e) In the case of a successful bidder, if he fails to:
 - Sign the contract agreement, in accordance with Para below.
 - Fails to supply as per purchase order.

3. BID VALIDITY:

- i) The bids should be valid for a period From 1 July 2022 to 30 June 2023.
- ii) In exceptional circumstances, PIC 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.

Eligibility Criteria/Mandatory

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
	Knock Out Clauses	YES/NO
1.	The bidder shall be Registered with FBR for Income Tax and Sales Tax and reflected on ActiveTax Payer List (ATL); (Provide copy of certificate of incorporation)	Mandatory
2.	The bidder must be Manufacturer/ importer/ Authorized Dealer. Note: Authorized Dealer shall also provide sole authorization certificate	Mandatory
3.	Bidder must have three (03) years' experiences in supply of Medical Gases Consumable Note: Bidder Must attached Purchase Orders of Government/Semi Government/Renowned Private Hospitals	Mandatory
4.	This undertaking should be tender specific. Submission of undertaking on legal valid and attested stamp paper that the firm is NOT BLACKLISTED by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. (Provide copy of affidavit attached as annex in this document on non-judicial stamp paper)	Mandatory
5.	Bid security Shall be attached as mentioned in the advertisement/BSD	Mandatory

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 Sample Evaluation 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. All the bidders will strictly follow the rate form attached as **“Annexed-A”**

Other Terms & Conditions of the Market

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 **“Annexed-A”**
3. Contracts shall be confirmed through a written agreement signed between successful bidder and the PIC-MTI Peshawar (**Draft attached as “Annex-B”**)
4. All the bidders will sign the Affidavit attached as **“Annex-C”**
5. **Due to framework contract rate quoted by the bidder shall be valid till closing of Current Financial Year i.e June 30th 2023.**
However extendable for three months that is 30-09-2022 or earlier till the finalization of new contract after the decision by the Competent Authority, Peshawar Institute of Cardiology PIC-MTI.
6. 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.

7. 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.
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 PIC-MTI Peshawar.
9. In case of repeated failure or non-supply the PIC-MTI Peshawar 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 PIC-MTI Peshawar 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 Award, violates any of the provisions of the Contract / Letter of Award, commits breach of any of the terms and conditions of the Contract / Letter of Award or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Award or during the execution of the contract / Letter of Award, 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.

Delivery of Items & Penalties.

Delivery of Items.

1. The schedule for supply of goods shall be as under:
 - i. Within 30 days from the date of issuance of supply order by the Purchasing Agency for items to be locally available
 - ii. Within 90 days from the date of issuance of supply order by the Purchasing Agency for items to be imported. (BL bill of lading should be attached)
2. The Penalty on late supply of goods shall be charged as under
 - i. Penalty @ 2% for late supply up to 15 days from the date for Purchase order.
 - ii. Penalty @ 5% for late supply up to 30 days from the date for Purchase order.
 - iii. Penalty @ 10% for late supply beyond 30 days from the date for Purchase order.
 - iv. The bid security will be forfeited if the firms fails to supply the goods within 150 days after issuance of purchase order.

Award of Contract:

Contracts shall be confirmed through a written agreement signed between successful bidder and the Peshawar Institute of Cardiology MTI Peshawar attached as “Annex-B”

Payment:

- i. No advance payment will be permissible.
- ii. The payment will be made after successful supply, installation and inspection of all requisite items.
- iii. Payment of the bills will be subject to the deduction of government taxes.

Performance Security: -

The bid security shall be retained till the closing of the contract period i.e 30-06-2023, however no performance security shall be sought from the successful bidders.

Annex: "A"

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 _____ PIC-0054

Medical Gases Consumable					
S#	Item Description	Brand Name	UOM (Unit of measurement)	Offered including taxes	Remarks

Signature of Bidder _____

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

Annex: "B"

FRAMEWORK CONTRACT (FORMAT) DRAFT

THIS FRAMEWORK CONTRACT is made and agreed today on **XXXX day of XXX, 2023** between **HospitalDirector Peshawar Institute of Cardiology PIC-MTI** (hereinafter referred to as the first party) and **M/s XYZ**, (hereinafter referred to as the Contractor or the second party:

WHEREAS the PIC-MTI Peshawar has made an open competitive bidding for selection and rate contracting for supply of **Medical Gases Plant Consumable)** (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.:

the Bid Form and the Price Schedule submitted by the Bidder;

- a. the Schedule of Requirements;
- b. the Technical Specifications;
- c. the General Conditions of Contract;
- d. the award letter
- e. Bid Solicitation Documents

The following items have been selected under framework contract for a period of ONE YEAR from the date of signing of contract.

S #	Item Name with Specifications	Unit DescriptionPer 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 30-06-2023.

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 (30) days of the receipt of Purchase Order. In case of failure, the department reserves the right to impose the penalty

The Penalty on late supply of goods shall be charged as under

Delivery of Items.

3. The schedule for supply of goods shall be as under:
 - iii. Within 30 days from the date of issuance of supply order by the Purchasing Agency for items to be locally available
 - iv. Within 90 days from the date of issuance of supply order by the Purchasing Agency for items to be imported. (BL bill of lading should be attached)
4. The Penalty on late supply of goods shall be charged as under
 - v. Penalty @ 2% for late supply up to 15 days from the date for Purchase order.
 - vi. Penalty @ 5% for late supply up to 30 days from the date for Purchase order.
 - vii. Penalty @ 10% for late supply beyond 30 days from the date for Purchase order.
 - viii. The bid security will be forfeited if the firms fails to supply the goods with in 150 days after issuance of purchase order.
3. The bid security will be forfeited if the firms fails to supply the goods with in 150 days after issuance of purchase order.
4. The items offered must have at least one-year warranty period (where applicable).
5. You will NOT claim or charge transportation, loading / unloading, labour or any other charges related to or in the name of logistics, accidents, insurance, freight, etc.
6. 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.
7. Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the second Party to the PIC-MTI Peshawar 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.
8. The payment will be made by the center after 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.
9. In case of the situation related to Force Majeure, the Second Party may inform the PIC-MTI Peshawar 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.

10. In case your firm repudiates the contract, bid security will be forfeited, the SIDB, concerned center reserve the rights to proceed for debarment / blacklisting under the relevant law.

Signature:

Hospital Director PIC-MTI Peshawar

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.

UNDERTAKING ON BIDDERS LETTER HEAD

Important Note:

All the bidders must submit the original affidavit on non-judicial stamp paper 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 Tender vide PIC-0052 dated June 14th 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 debarring us from participation in future tenders of Medical Teaching Institution PIC, Khyber Pakhtunkhwa, for a period of one year.

Signature with Seal of the Deponent (bidder)

STATEMENT OF REQUIREMENT WITH SPECIFICATION

ITEM	DETAILS & DESCRIPTION	BRAND
Oil filter	For compressor model GA-15(Brand: beacon medaes part of altas copco-UK)	
Oil separator	For compressor model GA-15(Brand: beacon medaes part of altas copco-UK)	
Air filter	For compressor model GA-15(Brand: beacon medaes part of altas copco-UK)	
DD filter 50+	For dryer model DMED-35 Brand: beacon medaes part of altas copco-UK)	
PD filter 50+	For dryer model DMED-35 Brand: beacon medaes part of altas copco-UK)	
PDP filter 35+	For dryer model DMED-35 Brand: beacon medaes part of altas copco-UK)	
Filter A1	Vacuum pump model : Brand (Beacker for medgas –Germany)	
Filter 2	Vacuum pump model : Brand (Beacker for medgas –Germany)	
Bacteria filter	Vacuum pump model : Brand (Beacker for medgas –Germany)	
Oil Cane of 20 liters	For compressor model GA-15(Brand: beacon medaes part of altas copco-UK)	
Gas outlet	BS (Beacon Medaes) (Color coding) Oxygen :white Nitrous :Blue Medical Air: B&W Surgical Air :Black Vacuum: Yellow	
Vine Kit	Vacuum Pump Model : Brand (Beacker for medgas –Germany)	

BLACKLISTMENT OF DEFAULTED BIDDER/CONTRACTOR

Conditions for Blacklistment 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;

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

Conditions for debarment of Defaulted Bidder/Contractor

- I. Failure or refusal to;
- II. Accept Purchases Order / Services order terms;
- III. Make supplies as per specifications agreed:
- IV. Fulfill contractual obligations as per contract
- V. Non execution of work as per terms & condition of contract.
- VI. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- VII. Persistent and intentional violation of important conditions of contract.
- VIII. Non-adherence to quality specifications despite being importunately pointed out.
- IX. Security consideration of the State i.e., any action that jeopardizes the security of the State or good reputation of the Peshawar Institute of Cardiology Peshawar.

Procedure for blacklistment and debarment

- 1. Competent authority of Peshawar Institute of Cardiology 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. 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.
- 6. The competent authority shall decide the matter within thirty days from the initiation of proceedings.
- 7. The order of competent authority shall be communicated to the bidder by indicating reasons.
- 8. The order passed as above shall be duly conveyed to the PKPRA and defaulting bidder within three days of passing order.
- 9. The duration of debarment may vary up to five years depending upon the nature of violation.

REDRESSING OF GRIEVANCES

- a. 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.
- b. 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.
- c. 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 purchaser officer within the prescribed period.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- e. Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance.

Purchase officer
PIC-MTI

AM Purchase
PIC-MTI

Medical Gases Supervisor
PIC-MTI

Manager Material Management
PIC-MTI

Manager Building & Facilities
PIC-MTI

Bio-Medical Engineer
PIC-MTI

Director Building & Facilities
PIC-MTI

Director Finance
PIC-MTI

Hospital Director
PIC-MTI