



**PESHAWAR INSTITUTE OF CARDIOLOGY MEDICAL  
TEACHING INSTITUTION**

**STANDARD BIDDING DOCUMENTS FOR  
“SELECTION & RATE CONTRACTING OF MEDICAL  
GASES”**

**REF: (PIC-064)**

<b>S#</b>	<b>Description</b>	<b>Bid Security</b>	<b>Tender Process</b>
<b>1</b>	<b>Medical Gases</b>	<b>Rs. 1,000,000</b>	<b>Single Stage Two Envelope</b>

**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.

## Preface

These Bidding Documents have been prepared for use by procuring agencies in the procurement of goods through National Competitive Bidding (NCB).

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part Two and contains data and provisions specific to each procurement. Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents. In addition, each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall not be included in the final documents, except for the notes introducing Section VI, Forms, where the information is useful for the Bidder.

- a. Specific details, such as the “name of the Procuring agency” and “address for bid submission,” should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- b. Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.
- c. Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Procuring agency should strictly follow. The final document should contain no footnotes.
- d. The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.

- e. Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Procuring agency for each procurement.
- f. The forms provided in Section VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

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## **Section I. Invitation for Bids**

### **Notes on the Invitation for Bids**

The Invitation for Bids (IFB) has been issued as an advertisement in leading newspapers of general circulation in the Province of Khyber Pakhtunkhwa as well as on the web site of the Peshawar Institute of Cardiology ([www.pic.edu.pk](http://www.pic.edu.pk)) by allowing at least fifteen days for NCB for bid preparation and submission.

The Invitation for Bids provides information that enables interested bidders to decide whether to participate. Apart from the essential items listed in the Standard Bidding Documents (SBD), the Invitation for Bids also indicates the important bid evaluation criteria or qualification requirement (for example, a requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued) so that the bidders should give their best and final prices as no negotiations are allowed.

The Invitation for Bids is incorporated into these Standard Bidding Documents (SBDs). The information contained in the Invitation for Bids (IFB) conforms to the bidding documents and in particular to the relevant information in the Bid Data Sheet.

## INVITATION FOR BIDS

REF No. PIC-064

1. Peshawar Institute of Cardiology, Medical Teaching Institute (PIC-MTI) is the project of the Khyber Pakhtunkhwa (KP) Health Department to improve cardiac facilities in the public sector in the areas of research and treatment.
2. Peshawar Institute of Cardiology (PIC-MTI) invites sealed Bids from eligible bidder registered with FBR for Income Tax, Sales Tax and KPRA and reflected on Active Tax Payer (ATL) list of FBR for the Below mentioned Item. Detailed of items, specification, submission, Opening and method of evaluation is provided in bidding documents. Bid Security/earnest money is required to be submitted in shape of Call Deposit Receipt (CDR)/Bank Guarantee from schedule bank of Pakistan in favour Hospital Director Peshawar Institute of Cardiology

Sr#	Name of item	Tender Process	Bid Security (PKR)
1	Medical Gases	Single Stage Two Envelope	1,000,000
2	Hiring of Janitorial Services		
3	Hiring of Security Services		

3. Only typed bids on original letter pad, sealed & signed shall be submitted, hand written tender shall not be acceptable. The tenders must be according to hospital specification; alternate rates will not be acceptable.
4. Income Tax, stamp duty, General Sales Tax (GST), KPRA and Professional Tax or any other Government tax will be charged as per rules. The quoted prices should include all the taxes.
5. A complete set of Standard Bidding Document may be downloaded by interested Bidder from websites of Peshawar Institute of Cardiology (PIC-MTI) (<http://pic.edu.pk>) after publication of this advertisement in the newspaper till last day for submission of Bid.
6. Procurements will be carried out as per Act and Rules of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA).
7. A bid accompanied by Pay Order (PO) shall be rejected.
8. A Pre-Bid Meeting will be held on **May 09<sup>th</sup>, 2023 at 10:00 AM (PST)** at the office of the Manager Material Management, 1<sup>st</sup> Floor, OPD Building, of Peshawar Institute of Cardiology (PIC-MTI). Prospective Bidder are encouraged to attend the meeting.
9. Bids are to be delivered to the office of the Manager Material Management, 1<sup>st</sup> Floor, OPD Building, of Peshawar Institute of Cardiology (PIC-MTI) on or before **May 18<sup>th</sup>, 2023 at 11:00 AM (PST)**.
10. Bids shall be opened on the **same day at 11:30 AM (PST)** in the presence of bidders who choose to attend.
11. The advertisement is also available both on the websites of Peshawar Institute of Cardiology (PIC-MTI) (<http://pic.edu.pk>) and KPPRA (<http://kppra.gov.pk>).
12. Peshawar Institute of Cardiology (PIC-MTI) reserves the right to cancel any or all bids by assigning cogent reason under Rule 47 Khyber Pakhtunkhwa public procurement Regulatory Authority.

**Hospital Director**

Peshawar Institute of Cardiology (PIC-MTI)

**5-A, Sector B-3, Phase-V, Hayatabad, Peshawar,**

BSD: PIC=64 (SELECTION & RATE CONTRACTING OF MEDICAL GASES)

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## Section II. Bid Data Sheet

DATA SHEET		
Sr.#	Introduction/Description	Detail
1	Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.
2	Loan or credit or Project allocation number. Loan or credit or Project allocation amount.	Budget allocated by Government Khyber Pakhtunkhwa to Peshawar Institute of Cardiology.
3	Name of Project.	Selection & Rate Contracting of Medical Gases (PIC-064)
4	Name of Contract.	Selection & Rate Contracting of Medical Gases (PIC-064)
5	Name of Procuring agency.	Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.
6	Procuring agency's address, telephone, telex, and facsimile numbers.	Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan 091-9219645
7	Language of the bid.	English
BID PRICE AND CURRENCY		
8	The price quoted shall be	The bidder must quote FOR Prices. The prices should be in PKR including all taxes.
9	Price	The Price shall be fixed for the whole contract
10	Duration of Contract	Total 2 Year: Contract may be renewed/extend for further periods of one (01) year on the same Terms and Conditions mutually agreed upon by the concerned parties.
PREPARATION AND SUBMISSION OF BIDS		
11	Qualification requirements.	The vendor must be original manufacturer of Medical/Oxygen Gas (Liquid) in Pakistan
12	Spare part	N/A

13	Amount of bid security.	<p>PKR : 1,000,000</p> <p>Bid security shall be submitted to the amount of Rs. 1,000,000/- in shape Call Deposit Receipt (CDR) from the account of bidder from scheduled bank of Pakistan in the name of Hospital Director Peshawar Institute of Cardiology. MTI</p> <p>(a) The Bid security shall be forfeited: If a bidder withdraws his bid during the period of bid validity; or</p> <ul style="list-style-type: none"> <li>• If a bidder doesn't accept the correction of his Bid Price, pursuant to Para above; or</li> </ul> <p>(b) In the case of a successful bidder, if he fails to:</p> <ul style="list-style-type: none"> <li>• sign the contract agreement.</li> </ul>
14	Performance security	Bid Security of amount PKR 1,000,000/- shall be considered as Performance security till the validity of the contract
15	Bid validity period.	180 days from the date of opening of bids
16	Number of copies.	One (original bid)
17	Address for bid submission.	Hospital Director Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan
18	IFB title and number.	Selection & Rate Contracting of Medical Gases (PIC-064)
19	Deadline for bid submission.	<b>11:00 AM Sharp. May 18<sup>th</sup>, 2023</b>
20	Pre-Bid meeting with the bidders	<b>May 09<sup>th</sup>, 2023 At 10:00 am</b> in the office of Manager Material Management, 1st floor, OBD Block, Peshawar Institute of Cardiology
21	Time, date, and place for bid opening.	<b>11:30 AM Sharp. May 18<sup>th</sup>, 2023.</b> in the office of Manager Material Management, 1st floor, OBD Block, Peshawar Institute of Cardiology Peshawar Institute of Cardiology
<b>BID EVALUATION</b>		
22	Clarification of Bids	<p>The Procuring agency may ask the Bidder in writing, only for clarification regarding the received documents in the bid; however, no change in the prices or substance of the bid shall be sought, offered, permitted or entertained.</p> <p>This communication shall be with the prior approval of chairman T&amp;E committee.</p>



23	Criteria for bid evaluation.	<p>Merit Point Evaluation</p> <p>The bidder ranked highest in merit points (obtained through and based on technical and financial evaluation) will get central Contract.</p> <p>Marks: 70:30</p> <p>70 technical Marks, (Passing 49 marks)</p> <p>30 Financial Marks</p> <p>Note:(Aggregate lowest price will be considered as highest fair ranking bid)</p> <p>The contract will be awarded to single firm.</p>
24	Details on the evaluation method or reference to the Technical Specifications.	As in section on Technical Evaluation of bids.
25	Specify the evaluation factors.	<p>Note:(Aggregate lowest price will be considered as highest fair ranking bid)</p> <p>The contract will be awarded to single firm.</p>
Contract Award		
26	Percentage for quantity increase or decrease.	Number of items can be increased and Decreased as per requirement of the PE within permissible limits under the rules.

### **Section III. Instructions to Bidders**

#### **Notes on the Instructions to Bidders**

This Section of the Bidding Documents provides the information necessary for bidders to prepare responsive Bids, in accordance with the requirements of the Procuring Entity. It also provides information on the eligibility check, Bid submission, opening, and evaluation, and on the award of contract.

Matters governing the performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under (SCC). If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

## **Instructions to Bidders**

### **1. Scope of Bid**

The Peshawar Institute of Cardiology, Medical Teaching Institute, Peshawar (hereinafter called the Procuring Entity) wishes to receive bids for the following scope of work:  
***“Selection & Rate Contracting of Medical Gases”***

Any bid covering partial scope of work will be rejected as non-responsive.

### **2. Source of Funds**

- 2.1. The Procuring Entity has arranged funds from the Government of Khyber Pakhtunkhwa towards the cost for the Selection & Rate Contracting of Medical Gases for Peshawar Institute of Cardiology, and it is intended that part of the proceeds of this fund will be applied to eligible payments under the Contract for which this Bidding Documents are issued.
- 2.2. Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Khyber Pakhtunkhwa., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

### **3. Corruption and Fraud**

- 3.1. The Government of Khyber Pakhtunkhwa defines Corrupt and Fraudulent Practices as “the offering, giving , receiving, or soliciting of anything of value to influence the action of a public official or the supplier or 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 a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty”
- 3.2. Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.
- 3.3. 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 2014/2022.

#### 4. The Governing Rules

The Bidding procedure shall be governed by the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services KKPPRA Rules, 2014/2022.

#### 5. Applicable Bidding Procedure

The bidding procedure is governed by Rule 06 (2) b “Single Stage two- envelop tendering” Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services (KPPRA Rules, 2014/2022.)

#### 6. Clarification(s) on Bidding Documents

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.

#### 7. Amendment(s) to the Bidding Documents

At any time prior to the deadline for submission of bids, the procuring agency (Peshawar Institute of Cardiology-MTI), for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, whether in a Pre-Bid Meeting to be held on a date specified in the **Bid Data Sheet (BDS)** or after it may modify the Bidding Documents by amendment(s).

#### 8. Language of Bids

All correspondences, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written in English.

#### 9. Bid Price

9.1. The Bidder shall indicate on the appropriate form prescribed in this Bidding Document the unit prices and total bid price of the goods; it proposes to supply under the Contract.

9.2. The Bidder is required to offer a competitive price which must include all the taxes, duties, prescribed price and any other price as mentioned in the **Bid Data Sheet (BDS)** where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties, etc.

9.3. While making a price quote, trend/ 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 and services shall be entertained.

#### 10. Bid Currencies

Prices shall be quoted in the currency as mentioned in the **Bid Data Sheet**.

## 11. Bid Security

The Bidder shall furnish, as part of its bid, a Bid Security to the extent of a percentage of the total bid value as mentioned in the **Bid Data Sheet (BDS)**. The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid (KPPRA Notification No.KPPRA/M&E/Estt:/1-12/2017-18 dated April 05, 2018). Unsuccessful bidder's bid security shall be discharged or returned soon after announcement of the successful bids.

## 12. Bid Validity

Bids shall remain valid for the period identified in the **Bid Data Sheet (BDS)** after the date of opening of technical bid prescribed by PIC-MTI. A bid valid for a period shorter than the one prescribed in the Bid Data Sheet (BDS) shall be rejected by the procuring agency, as non-responsive.

## 13. Format and Signing of Bids

- 13.1. The original bid shall be typed and signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid form.
- 13.2. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 13.3. Any tampering, illegitimate inclusion or exclusion in any part of the Standard Bidding Documents shall lead to disqualification of the bidder.

## 14. Sealing and Marking of Bids

- 14.1. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal both the proposals/bids in separate envelopes. The said two envelopes shall then be sealed in an outer envelope.
- 14.2. The inner and outer envelopes shall:
  - a. be addressed to the procuring agency (Hospital Director, Peshawar Institute of Cardiology- MTI, Peshawar), at the address given in the Invitation for Bids; and
  - b. Bid Reference No. indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," the time and the date specified in the Bid Data Sheet (BDS) for opening of Bids.
- 14.3. The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as "non-responsive" or "late".
- 14.4. If the outer as well as inner envelope is not sealed and marked as required by the ITB Clauses as above the procuring entity, shall assume no responsibility for the bid's misplacement or premature opening.

## **15. Deadline for Submission of Bids**

Bids must be submitted by the Bidder and received by the procuring entity, at the address on the time and date specified in the **Bid Data Sheet (BDS)**. Bids received **later than the time and date specified in the Bid Data Sheet will stand summarily rejected.**

## **16. Withdrawal of Bids**

- 16.1. The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for opening of bids.
- 16.2. No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder

## **17. Clarification of Bids**

During evaluation of the bids, the procuring agency, may, at its discretion, ask the Bidder for a clarification of its bid. The request for 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.

## **18. Preliminary Examination**

- 18.1. The procuring entity shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 18.2. 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 errors, its bid shall be rejected, and its Bid Security may be forfeited
- 18.3. The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 18.4. Prior to the detailed evaluation, the procuring entity shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.
- 18.5. If a bid is not substantially responsive, it shall be rejected by the procuring entity.

## **19. Evaluation of Bids**

- 19.1. The procuring entity shall evaluate and compare the bids, which have been determined to be substantially responsive.
- 19.2. All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these Standard Bidding Documents.

## **20. Announcement of Evaluation Report**

The procuring entity will announce the results of technical bid evaluation in the form of a report before opening of the financial bids, to all bidders on the official website of PIC.MTI (<https://pic.edu.pk/tenders>)

## **21. Rejection of Bids**

The procuring entity may reject the bids at any time prior to the acceptance of a bid. The procuring agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of bids, but is not required to justify those grounds.

## **22. Re-Bidding**

- 22.1. If the procurement entity 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).
- 22.2. The procuring entity before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

## **23. Contacting the procuring agency**

- 23.1. Subject to ITB Clause 17 above, no Bidder shall contact the procuring entity (PIC-MTI), on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the procuring entity, it should do so in writing.
- 23.2. Any effort by a Bidder to influence the procuring entity, in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

## **24. Acceptance of Bid and Award Criteria**

The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in these Standard Bidding Document, if not in conflict with any other law, rules, regulations or policy of the Government of Khyber Pakhtunkhwa, shall be awarded the Contract, within the original or extended period of bid validity.

## **25. Procuring Agency's Right to vary Quantities at time of Award**

The procuring entity (PIC-MTI) reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

## **26. Procuring Agency's Right to accept any Bid and to Reject any Or All Bids**

The procuring entity (PIC-MTI) reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

## **27. Notification of Award**

- 27.1. Prior to the expiration of the period of bid validity, the procuring entity (PIC-MTI), 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.
- 27.2. The notification of award shall constitute the formation of the Contract between the procuring agency (PIC-MTI), and the successful Bidder.
- 27.3. The enforcement of the Contract shall be governed by Rule 50 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.

## **28. Signing of Contract**

- 28.1. At the same time as the Procuring entity (PIC-MTI) notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 28.2. Within 15 Days of receipt of the Contract Agreement Form, the successful Bidder and the Purchaser shall sign the Contract in accordance with the legal requirements in vogue.
- 28.3. If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited 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 new bids.
- 28.4. The Contract shall become effective upon affixation of signature of the Purchaser and the selected Bidder on the Contract document, and shall be governed for the period specified in the Bid Data Sheet (BDS) and by the terms and conditions mutually agreed in the contract.

## **29. Corrupt or Fraudulent Practices**

- 29.1. The Government of Khyber Pakhtunkhwa requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement



and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPP Act, 2009 and Rules made thereunder:

- a. "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; and
- b. "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 Procuring agency, 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 Procuring agency of the benefits of free and open competition;

### **30. Integrity Pact**

The Bidder shall sign and stamp the Integrity Pact provided at Form - 3 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million.

#### **Section IV. General Conditions of Contract**

- a) PIC Peshawar 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.
- b) Alternative bid shall not be considered and shall be rejected by the Competent Authority.
- c) At any time prior to the deadline for submission of bids, PIC-MTI Peshawar 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.
- d) 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.
- e) PIC-MTI Peshawar may accept or reject any or all of the bids under KPPRA Rules, 2014

## **Section V. Schedule of Requirements**

1. As detailed in this document, Rs.1,000,000/- bid security shall be submitted by each bidder.
2. The mode of provision of bid security shall be in accordance with the modalities as laid down in the relevant KPPRA Rules and these Bidding Documents.
3. Non-Provision of mandatory documents mention in these SBDs shall lead to non-responsive of the firm.
4. Bid document and required documents must be submitted in Hard Tap binding.
5. The order may increase / decrease as per requirement / decision of the procuring entity and in this connection no claim shall be entertained.
6. The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.
7. The Bid security shall be from bank account of the bidder. Ordinary cheque and Payment Order (PO) in the form of bid security shall result in bid rejection.
8. The price quoted by the bidder shall be inclusive of all applicable duties and taxes. All prices shall include relevant taxes & duties, where applicable. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
9. The bidder must be registered with Income / Sales Tax Department, reflected as Active Tax Payer on the list of FBR, KPRA & Professional Tax.
10. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
11. 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) KPPRA Rules 2014.

## **Evaluation Criteria for Procurement of Medical Gases**

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

The bids / proposals will be evaluated on the basis of advertisement, bid solicitation documents and the point system as specified below.

A proposal shall be rejected during the technical evaluation if the bid does not fulfill the minimum specified requirements OR if it fails to achieve the minimum score as indicated in the below mentioned table. Relevant certificates / documents must be attached.

The following criteria will be followed for the evaluation of the contractors who participate in the tender of the medical gases.

<b>Sr.No</b>	<b>Mandatory Documents</b>
1	The vendor must be original manufacturer of Medical/Oxygen Gas (Liquid) in Pakistan. Valid Manufacturing license of Medical Grade Gases form the competent Authority should be attached
2	Certificate of analysis/purity certificate
3	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.
4	Integrity Pact (Form Available on Page # 29)

**Bids without Mandatory documents shall not be considered for evaluation**

# Technical Criteria

Total Marks in Technical Criteria: **70**

Passing Marks :**49**

	Parameters	Sub-parameters	Marks
1	Company Profile	Average Annual Turnover in Last 03 Years	10
		More than or Equal to 150 Million	10
		More than or Equal to 100 Million	7
		More than or Equal to 50 Million	5
	<i>Audit report / bank statement should be attached</i>		
2	Legal Requirement		5
		Sales Tax (Last 1 Year)	2
		Income tax (Last 3 years)	3
3	Manufacturing plants in Pakistan		5
		Installed Manufacturing plants in Pakistan	5
		Valid documents should be attached (Each carry 1 mark)	
4	Bidder Certifications		2
		Valid ISO certified bidder/ Manufacturer	2
5	National Office / Peshawar Office		2
		National Office/workshop	1
		Peshawar Office/ workshop	1
6	Work order/Purchase orders awarded in last 03 Years in KPK		8
		4 Institutes/hospitals	
		Work order / Purchase Order should be attached (1 WO/PO carry 2 mark)	
7	Work order/Purchase orders awarded in last 03 Years other than KPK		8
		4 Institutes/hospitals	
		Work order / Purchase Order should be attached (1 WO/PO carry 2 mark)	
8	Highest qualification of Engineers		10
		Bachelor Level (5 Persons)	5
		Each carry 1 mark (( <i>Degree Should be Attached</i> ))	
		Supervisor/DAE (5 Persons)	5
		Each carry 1 mark ( <i>Diploma Should be Attached</i> )	
9	Distance for PIC Hospital (Manufacturing Plant )		10
		Within 200 KM	10
		Within 400 KM	5

		More than 400	2.5
10	<b>Details of Machinery &amp; Equipment for Execution</b>		<b>10</b>
		Machinery and Vehicle owned by firm more than 10	10
		Machinery Vehicle own by firm 5-10	5
		Less than 5	2.5

#### Financial Criteria (30 Marks):

S #	Parameters	Sub-Parameters	Total Marks: 30
	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

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 Agency. 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.

Merit Point Evaluation Methodology: Contract will be awarded to the highest fair ranking bid which gets the maximum marks and becomes the highest ranking in the Combined Evaluation calculated through the Merit Point Average. The following weightages will be given to the technical and financial scores:

Note:(Aggregate lowest price will be considered as highest fair ranking bid)  
The contract will be awarded to single firm.

### **Statement of Requirement with Specification**

<b>Medical gases</b>		
<b>S.No</b>	<b>Product Description</b>	<b>Unit</b>
<b>1</b>	Liquid Medical Gases M <sup>3</sup> Supply of Liquid Medical Oxygen to Peshawar institute of Cardiology Hayatabad Peshawar.	
<b>Compress Medical gases</b>		
<b>2</b>	Refilling of Medical Oxygen Cylinder Size 240 cft on 2000 PSI	
<b>3</b>	Refilling of Medical Oxygen Cylinder Size 48 cft on 2000 PSI	
<b>4</b>	Refilling of Medical Oxygen Cylinder Size 24 cft on 2000 PSI	
<b>5</b>	Refilling of Medical Oxygen Cylinder Size 240 cft on 2000 PSI	
<b>6</b>	Refilling of N2O Cylinder Size 16200 Liters	
<b>7</b>	Refilling of N2O Cylinder Size 1620 Liters	
<b>8</b>	Refilling of Co2 gas Size 48 cft .	
<b>9</b>	Cylinder valve for oxygen, nitrogen, air, nitrous oxide imported.	
<b>10</b>	Hydraulic/pressure testing of cylinder	
<b>11</b>	Painting of cylinder	
<b>12</b>	Brand new cylinder size 240 cft	
<b>13</b>	Brand new cylinder size 48 cft	
<b>14</b>	Brand new cylinder size 24 cft	
<b>15</b>	Refilling of Medical nitrogen Cylinder Size 240 cft on 2000 PSI	
<b>16</b>	Refilling of Helium Gas Cylinder Small Size 1.5 Liter	
<b>17</b>	Refilling of Liquid Nitrogen Container 50 Liter	
<b>18</b>	Brand New Nitrogen Container 50 Liter	

**Note:**

- The supplier is bound to provide the purity (99.6%) certificate of gas with every supply /purchase order.
- Cylinders provided for supply must have valid fitness certificate attached from authorized certification body.
- The Cylinder must have proper sealed from filling plant with mentioning the pressure and date & time of filling at the time of delivery. If seal is broken or not available, the cylinders will be not received at the hospital.
- Company is responsible to arrange their own cylinders. Hospital will not provide the Cylinders for replacement. The company / contractor will make sure availability of 300 cylinders of 240cft per day. (200 cylinder for stock in hospital & 100 for replacement / refiling / in transit) and 200 cylinders of 48cft per day (100 cylinder for stock in hospital & 100 for replacement / refiling / in transit) Failure to maintain the minimum requirement of cylinder will leads to cancellation of contract.

## 1. Bid Form and Price Schedules

Date:\_\_\_ IFB No:\_\_\_\_\_

To:  
Hospital Director,  
Peshawar Institute of Cardiology,Medical Teaching  
Institution, Peshawar.

Sir,

Having examined the bidding documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods and services] in conformity with the said bidding documents for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to \_percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity

(if none, state “none”)

We understand that you are not bound to accept the lowest or any bid you may receive.



### Price Schedule in Pak. Rupees

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page of \_\_\_\_\_

1	2	3	4	5	6	7
Item	Description	Country of Origin	Qty	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required <sup>3</sup>

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

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

**Draft**

**CONTRACT AGREEMENT FOR SUPPLY OF MEDICAL GASES WITH PESHAWAR  
INSTITUTE OF CARDIOLOGY HAYATABAD PESHAWAR  
AGREEMENT DEED**

THIS AGREEMENT DEED is made on dated \_\_\_\_\_, with effect from \_\_\_\_\_ between M/S \_\_\_\_\_ hereinafter referred as 1<sup>st</sup> Party, which expression shall unless repugnant to the context mean and include this heirs, executors, administrators, successors, and assigns.

**AND**

The Hospital Director Peshawar Institute of Cardiology Hayatabad, Peshawar situated at Phase-V, Hayatabad,

(Hereinafter referred as 2<sup>nd</sup> Party which expression shall unless repugnant to the context mean and include its successors-in-interest and assigns. Whereas 1<sup>st</sup> Party is a prominence manufacturer Company dealing with the Supply of Medical Gases and in consequence of tender notice and offer submitted by the 1<sup>st</sup> Party was duly compared with the purchase committee of PIC is willing to supply Medical Gases as mentioned below and the 2<sup>nd</sup> Party being the competent authority is agreed to accept the rates of Medical Gases on the following terms and condition: -

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 Purchaser's Notification of Award.

1. That the 1<sup>st</sup> Party shall supply the Medical Gases as per tender documents for a period from \_\_\_\_\_ to \_\_\_\_\_.
2. That the 1<sup>st</sup> Party shall abide by the order of 2<sup>nd</sup> party and authorities under whom it may from time to time be placed by the 2<sup>nd</sup> party for supervision of supply.
3. M/s \_\_\_\_\_ have Installed VIE Tank of 6KL Capacity, However POL will Installed Larger Size capacity of 10KL VIE Tank in case if monthly consumption of Liquid Medical Oxygen reaches up to 25,000 Cubic Meter per month.
4. Down time for supply of liquid oxygen should not be more than 24 hours.
5. Quarterly inspection and maintenance of the VIE Tank and related equipment by POL. 1<sup>st</sup> Party give Quarterly inspection report to 2<sup>nd</sup> Party.
6. Telemetry system shall be installed on the provided tank(s) having critical levels clearly defined i.e., 30% of the tank capacity.
7. Vendor shall maintain 95% uptime for the tank's maintenance and the related equipment.
8. Training of operating the installed tank shall be provided by the vendor to the medical gases staff of PIC-MTI. 1<sup>st</sup> Party also provide Training Certificates to Medical Gas Technician.
9. In continuation of supply (Medical Gases) made by the 1<sup>st</sup> Party under the agreement the 2<sup>nd</sup> party shall

on the representation of the bills, pay as per tender documents rates accepted by the 2<sup>nd</sup> party.

10. The rates accepted by 2<sup>nd</sup> party are as per below. The rates accepted shall be valid for the period from \_\_\_\_\_ up to \_\_\_\_\_.

11. The contract is extendable on mutually agreed terms & conditions. This term however, extendible subject to performance of the services provider and satisfaction of client. However, the client shall, at its discretion, not be bound to extend the contract.

<b>Medical gases</b>				
<b>S.No</b>	<b>Nomenclature</b>	<b>Specifications</b>	<b>A/U</b>	<b>Rates Inclusive of All Taxes</b>
1	Liquid Medical Gases M <sup>3</sup> Supply of Liquid Medical Oxygen to Peshawar institute of Cardiology Hayatabad Peshawar.			
<b>Compress Medical gases</b>				
2	Refilling of Medical Oxygen Cylinder Size 240 cft on 2000 PSI			
3	Refilling of Medical Oxygen Cylinder Size 48 cft on 2000 PSI			
4	Refilling of Medical Oxygen Cylinder Size 24 cft on 2000 PSI			
5	Refilling of Medical Oxygen Cylinder Size 240 cft on 2000 PSI			
6	Refilling of N2O Cylinder Size 16200 Liters			
7	Refilling of N2O Cylinder Size 1620 Liters			
8	Refilling of Co2 gas Size 48 cft .			
9	Cylinder valve for oxygen, nitrogen, air, nitrous oxide imported.			
10	Hydraulic/pressure testing of cylinder			
11	Painting of cylinder			
12	Brand new cylinder size 240 cft			
13	Brand new cylinder size 48 cft			
14	Brand new cylinder size 24 cft			
15	Refilling of Medical nitrogen Cylinder Size 240 cft on 2000 PSI			
16	Refilling of Helium Gas Cylinder Small Size 1.5 Liter			
17	Refilling of Liquid Nitrogen Container 50 Liter			
18	Brand New Nitrogen Container 50 Liter			

12. The 1<sup>st</sup> party shall supply the gases throughout the mentioned period without any break as per demand and order of 2<sup>nd</sup> party. In case of any fault/service/repair in the plant required, the 1<sup>st</sup> party will inform the 2<sup>nd</sup> party in advance.
13. Liquid Oxygen (VIE TANK 6KL) with Telemetry, Contract Alarm System, Duplex Regulator's and evaporating coil system installed by the 1<sup>st</sup> party would remain the property of the 1<sup>st</sup> party. At present One Liquid Oxygen (VIE TANK) with evaporating coil system are installed at Peshawar Institute of Cardiology Hayatabad Peshawar will be returned to the 1<sup>st</sup> party i.e. (M/s \_\_\_\_\_) on completion of contract agreement.
14. The 1<sup>st</sup> party shall be responsible for the service of Liquid Oxygen (VIE TANK) installed at Peshawar Institute of Cardiology Hayatabad, Peshawar and 2<sup>nd</sup> party shall be responsible for the security of VIE TANK and other accessories.
15. The bills will be paid by 2<sup>nd</sup> party to the first party within 30 Days on submission of monthly bills.
16. The 2<sup>nd</sup> party staff responsible to arrange at least twenty (20) empty cylinders stock for refilling and local office of 1<sup>st</sup> party shall be responsible to arrange the filling of these cylinders.
17. The rates accepted and agreed by both the parties will remain in force for the mentioned period of the agreement without any changes.

**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.

## **INTEGRITY PACT**

### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ Contract Value: [To be filled in at the time of signing  
of Contract] Contract Title: \_\_\_\_\_

[name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

Notwithstanding any rights and remedies exercised by GoKP in this regard, [name of Supplier] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

Name of Buyer: .....

Signature: .....[Seal]

Name of Seller/Supplier: .....

Signature: .....{Seal}

## **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 repute 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 because 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 showcase 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 past 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.

Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance

**Assistant Manager Purchase**  
PIC-MTI Peshawar

**Supervisor Medical Gases**  
PIC-MTI Peshawar

**Manager Material Management**  
PIC-MTI Peshawar

**Manager Building & Facilities**  
PIC-MTI Peshawar

**Bio-Medical Engineer**  
PIC-MTI Peshawar

**Director Facilities**  
PIC-MTI, Peshawar

**Director Finance**  
PIC-MTI, Peshawar

**Hospital Director**  
PIC-MTI, Peshawar