



**KHYBER TEACHING HOSPITAL**  
**MEDICAL TEACHING INSTITUTION PESHAWAR**

**STANDARD BIDDING DOCUMENTS**

FOR

NATIONAL COMPETITIVE BIDDING

SELECTION AND RATE CONTRACTING OF

- A. MEDICAL DEVICES (Orthopaedic Implants)**
- B. MEDICINES**

**FOR PAKISTAN BAIT-UL-MAL FY 2023-24**

**(PROCUREMENT SPECIFIC PROVISIONS)**

## Preface

These Bidding Documents have been prepared for use by procuring/Purchasing 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, Invitation for Bids 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 entity / purchasing entity 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.

Specific details, such as the “name of the Procuring / purchasing entity” 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.

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.

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 entity / purchasing entity should strictly follow. The final document should contain no footnotes.

Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Procuring entity / purchasing entity for each procurement.

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.

## Table of Contents

<b>Contents</b>
Section I. Invitation for Bids
Section II. Bid Data Sheet
Section III. Special Conditions of Contract
Table of clauses
Section IV. Schedule of Requirements
Section V. Technical Specifications
Blacklisting and Debarment
Section VI. Sample Forms
1. Bid Cover sheet Form-1
2. Letter of Intention Bid Form- 2
3. Affidavit Form -3
4. Price Schedule Format Form -4
5. Integrity Pact Form-5
6. MTI-KTH Rate Contract Agreement Form-6

## **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 MTI-KTH ([www.kth.edu.pk](http://www.kth.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 (2<sup>nd</sup> Time)**  
**Single Stage–Two Envelopes**

**SELECTION AND RATE CONTRACTING OF**  
**A) MEDICAL DEVICES (Orthopaedic Implants) (B) MEDICINES**  
**FOR PAKISTAN BAIT-UL-MAL FOR THE YEAR 2023-24**

1. In compliance with the Khyber Pakhtunkhwa Public Procurement Act-2012 and Khyber Pakhtunkhwa Procurement Regulatory Authority (KPPRA) Rules–2014, Medical Teaching Institution Khyber Teaching Hospital, Peshawar invites sealed bids from
  - a. Manufacturer/s of
    - A. Medical devices (Orthopaedic Implants)
    - B. Medicines;in Pakistan registered as such with the DRAP for the quoted item/s and regulated under the Drug Act 1976, DRAP Act 2012 and the Rules framed thereunder; and
  - b. Importers / Sole Agents or Authorized Distributors of
    - A. Medical devices (Orthopaedic Implants)
    - B. Medicines;authorized by the Foreign Principal Manufacturer duly registered with DRAP under the DRAP Act 2012 and Rules framed thereunder;
2. The price shall be fixed and valid till 30th June 2024.
3. Bidding competition under this advertisement shall be conducted through **Single Stage–Two Envelopes Bidding Procedure** as per KPPRA Act 2012 and Rules frame there under. Under this procedure, the bidders should submit the bids in two sealed envelopes of technical and financial bids, each of which must bear on them the clearly written words '**MTI-KTH Technical Bid 2023-24**' and '**MTI-KTH Financial Bid 2023-24**' as well as the full and complete identification of the bidder along with its postal and email addresses and phone number/s on each of the respective envelope. Both these sealed and labeled envelopes should bear the clearly written words '**Bid for MTI-KTH 2023-24**' along with the identification and contact details of the bidder.
4. The Bid Solicitation Documents, of required items can be download from [www.kth.edu.pk](http://www.kth.edu.pk)
5. The sealed bids (separate technical and financial bids further sealed in one envelope) will be submitted in the Diary Section at office of the Hospital Director MTI KTH **on or before 24<sup>th</sup> October 2023 till 10:30 am**. Any bids presented / submitted / received later than this deadline, or delivered to some office other than the above office, shall not be considered and shall be rejected without any further processing.
6. Mandatory Bid Security / Earnest Money amounting to a flat rate of Rupees **1,00,000/-** against tender as mentioned above from each bidder in the shape of Call Deposit Receipt (CDR) in the name of the Hospital Director MTI KTH is required to be submitted along with the Financial Bid within its sealed envelope. An affidavit is required in the technical bid that bid security is placed in the financial bid. PO (Pay order) will not be acceptable as Bids security.
7. The pre bid will be held on **16<sup>th</sup> October 2023 at 10:00 am** in **office of the Manager Supply Chain MTI KTH Peshawar**.
8. Quotation must be computer typed & printed; and the offered rate must be written both in words & figures. An authorized person of the bidding entity shall sign & stamp all pages of the bid, as mentioned in the BSDs.
9. The bidders are required to submit the unit price of quoted items on the format as prescribed in the Bidding Documents.
10. Quotations with cutting and over-writing shall not be accepted to the extent of that particular quoted item having cutting / over-writing / erasing etc.
11. To facilitate further data entry during bids processing, all bidders are also required to submit the quoted product list as per prescribed proformas in the approved Standard Bidding Documents for this bidding competition, in soft form in MS Excel format (and not in other software formats or images) on USB, duly labeled by a permanent marker with the name of bidder firm along with the words "**MTI-KTH bid 2023-24**". The bidders must ensure that said USB is openable and readable. Moreover, in the same context, the bidders are also required to submit a table of contents in the start of bid with proper page numbering on each page of the bid.
12. Bidders are required and encouraged to offer the most competitive lowest price/s of their quoted item/s as no negotiations on quoted price/s shall be allowed under the rules.
13. Bids will be opened by the Tender Opening Committee of MTI-KTH on **24<sup>th</sup> October 2023 at 11:00 am** in office of the Manager Supply Chain MTI KTH in the presence of those bidders or their representatives, who choose to attend

the bids opening meeting.

14. The Competent Authority reserves the right to reject any or all of the bids under clause 47 of KPPRA Procurement Rules 2014.

**HOSPITAL DIRECTOR  
Medical Teaching Institution  
Khyber Teaching Hospital  
Peshawar.**

## Section II. BID DATA SHEET

ITB Ref.	Introduction/Description	Detail
ITB 1.1	Name of Procuring/Procuring / purchasing entity of Government of Khyber Pakhtunkhwa.	Hospital Director, MTI-KTH, Peshawar, Khyber Pakhtunkhwa as the overall head of MTI-KTH, Peshawar, KP.
ITB 4.1	Name of Procuring entity / purchasing entity.	Hospital Director, MTI-KTH, Peshawar, Khyber Pakhtunkhwa
ITB 6.1	Procuring entity / purchasing entity's address, telephone, telex, and facsimile, numbers.	Hospital Director MTI Khyber Teaching Hospital Khyber Pakhtunkhwa, Peshawar Tel No: 091-9224400-7 (Ext. 2105)
ITB 8.1	Language of the bid.	English
<b>Bid Price and Currency</b>		
ITB 11.2	Price quoted shall be:	Pakistani Rupees (Rs.)
ITB 11.5	The price shall be fixed	The price shall be fixed and valid till 30 <sup>th</sup> June 2024
<b>Preparation and Submission of Bids</b>		
ITB 13.3 (d)	Qualification requirements.	<b>Manufacturer</b> of A) Medical devices (Orthopaedic Implants) (B) Medicines in Pakistan, registered as such with the DRAP for the quoted item/s and regulated under the DRAP Act 2012 and the Rules framed thereunder; and <b>Importers / Sole Agents or Authorized Distributors</b> of A) Medical devices (Orthopaedic Implants) (B) Medicines; authorized by the Foreign Principal Manufacturer duly registered with DRAP under the DRAP Act 2012 and Rules framed thereunder;
ITB 15.1	Amount of bid security.	100,000/- Rs

<b>ITB 16.1</b>	Bid validity period.	180 days from the date of opening of bids
<b>ITB 18.2 (a)</b>	Address for bid submission.	Hospital Director MTI Khyber Teaching Hospital Khyber Pakhtunkhwa, Peshawar Tel No: 091-9224400-7 (Ext. 2105)
<b>ITB 18.2 (b)</b>	IFB title and number.	Selection and rate contracting of drugs and medical devices for the year 2023-24.
<b>ITB 19.1</b>	Deadline for bid submission.	Mentioned in Advertisement
<b>ITB 22.1</b>	Time, Date and Place for bid opening.	Mentioned in Advertisement
<b>Bid Evaluation</b>		
<b>ITB 25.3</b>	Criteria for bid evaluation.	Merit Point Evaluation (Highest Ranking Fair Bid). The items ranked highest in merit points (obtained through, and based on, technical and financial evaluation) will get unit rate central contract (Section-V of these SBDs).
<b>ITB 25.4 (h)</b>	Details on the evaluation method or reference to the Technical Specifications	As in section on Technical Evaluation of bids.
<b>Contract Award</b>		
<b>ITB 29.1</b>	Percentage for quantity increase or decrease.	The Procuring/Procuring / purchasing entity in the capacity of being the overall head of the MTI-KTH, or otherwise has the authority to regulate, if deemed appropriate, under the provisions in ITB29.through imposing restrictions and / or classifying and / or grouping any selected quoted item/s for stopping, increasing or decreasing the purchase of such item/s by the Procuring / purchasing entity/ices to rationalize and / or control the use and / or misuse of such item/s.



## **Section III. Special Conditions of Contract**

### Notes on the Special Conditions of Contract

Similar to the Bid Data Sheet in Section II, the clauses in this Section are intended to assist the Procuring entity / purchasing entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section III complement the General Conditions of Contract included in Part one, Section II, specifying contractual requirements linked to the special circumstances of the Procuring entity / purchasing entity, the Procuring entity / purchasing entity's country, the sector, and the Goods purchased. In preparing Section III, the following aspects should be checked:

Information that complements provisions of Part one Section II must be incorporated. Amendments and/or supplements to provisions of Part one Section II, as necessitated by the circumstances of the specific purchase, must also be incorporated.

### Section III. Special Conditions of Contract

Table of Clauses

1.	DEFINITIONS (GCC CLAUSE 1)
2.	COUNTRY OF ORIGIN (GCC CLAUSE 3)
3.	PERFORMANCE SECURITY (GCC CLAUSE 7)
4.	INSPECTIONS AND TESTS (GCC CLAUSE 8)
5.	PACKING (GCC CLAUSE 9)
6.	DELIVERY AND DOCUMENTS (GCC CLAUSE 10)
7.	INSURANCE (GCC CLAUSE 11)
8.	INCIDENTAL SERVICES (GCC CLAUSE 13)
9.	SPARE PARTS (GCC CLAUSE 14)
10.	WARRANTY (GCC CLAUSE 15)
11.	PAYMENT (GCC CLAUSE 16)
12.	PRICES (GCC CLAUSE 17)
13.	LIQUIDATED DAMAGES (GCC CLAUSE 23)
14.	RESOLUTION OF DISPUTES (GCC CLAUSE 28)
15.	GOVERNING LANGUAGE (GCC CLAUSE 29)
16.	APPLICABLE LAW (GCC CLAUSE 30)
17.	NOTICES (GCC CLAUSE 31)
18.	DUTIES AND TAXES (GCC CLAUSE-35)

## Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### **Definitions (GCC Clause 1)**

GCC 1.1 (c) The Goods are: **A) Medical devices (Orthopaedic Implants) (B) Medicines**

GCC 1.1 (g) **The Procuring entity / purchasing entity is:** Hospital Director being the overall head of Medical Teaching Institution Khyber Teaching Hospital; and

**The Procuring / purchasing entity/ices include:** Hospital Director being the overall head of Medical Teaching Institution Khyber Teaching Hospital.

GCC 1.1 (i) The Supplier is: "the individual or firm supplying the Goods and Services under this Contract" and includes the following:

**Manufacturer** of A) Medical devices (Orthopaedic Implants) (B) Medicines in Pakistan, registered as such with the DRAP for the quoted item/s and regulated under the DRAP Act 2012 and the Rules framed thereunder; and **Importers / Sole Agents or Authorized Distributors** of A) Medical devices (Orthopaedic Implants) (B) Medicines;

authorized by the Foreign Principal Manufacturer duly registered with DRAP under the DRAP Act 2012 and Rules framed thereunder;

### **Sample Provision:**

**GCC 1.1 (j)**—The Project Site is: Office of Hospital Director being the overall head of Medical Teaching Institution Khyber Teaching Hospital, Peshawar.

**GCC 8.1:** When required, the Focal Person of the bidder will be informed on phone or through email to provide samples of the items in sufficient / required quantity for examination / analysis /expert opinion to the office of Manager Pharmacy at bidder's own risk and cost at, and not later than, the time and date communicated. The samples will be non-returnable and no payment whatsoever shall be payable to bidder / Focal Person on this account in the name of price/transportation charges etc. or on the basis of any other context or reason or argument.

### **Country of Origin (GCC Clause 3)**

All countries and territories as indicated in Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

### **Performance Security (GCC Clause-7)**

**GCC 7.1**—the amount of performance security, as a percentage of the Contract Price, shall **Not be required**.

However, the bid security of **100,000/-**from the successful bidders as received at the time of bids submission under GCC Clause 15, shall be retained by the Procuring/ purchasing entity as Performance Security till the end of contract period and will be released back to successful bidders after the expiry of contract period, subject to the condition that all contractual obligations related to supplies are fulfilled. However, the warranty of the supplied goods, as issued by the Supplier under the clauses of contract agreement (Bid Form-6) and relevant applicable laws governing the nature of goods, e.g., the Drug Act 1976, shall remain in force and valid despite the discharge of Performance Security to the Supplier in accordance with GCC Clause-7 and 8.

**Standards (GCC Clause 4):**

The Technical Evaluation shall be conducted by the MTI KTH Technical committee to: undertake examination of the mandatory documents as mentioned in the Bid Cover Sheet (Bid Form-1) of these SBDs, and the attested copies of which had been submitted by the bidder/s along with the technical bids; and

A) Medical devices (Orthopaedic Implants) (B) Medicines shall be examined and / or tested by MTI-KTH expert/s constituted by the Hospital Director MTI-KTH or Technical Committee in a manner as deemed relevant and appropriate for the purpose by the said expert/s, and as laid down, or otherwise, in the applicable laws and Rules, for submission of technical report to the relevant forum/quarter for the needful.

**Packing (GCC Clause 9)**

The successful bidder shall make supplies of quoted item/s in accordance with the following:

Provisions contained in the GCC Clause 9 of these SBDs; and

Relevant clauses of contract agreement of MTI-KTH with the Supplier/s (Section- VI of these SBDs –Rate Contract Agreement); and

**Delivery and Documents (GCC Clause 10)**

**Applicable Delivery Mode:** Delivered Duty Paid (DDP) as per contract agreement of the successful bidder with the Procuring entity / purchasing entity.

The Supplier shall provide the following documents to the Procuring / purchasing entity:

copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Usual transport documents which the buyer may require to take the goods;

Manufacturer / Importer's prescribed warranty certificate;

The supplier shall be responsible to transport the item/s in a manner that the appropriate and required storage temperature is continuously and properly maintained during transportation from supplier till delivery to the Procuring / purchasing entity/ices. In case of item/s requiring the maintenance of cold chain, the supplier shall be under obligation to provide valid and appropriate evidence to the Procuring / purchasing entity to the effect that end to end cold chain of the supplied item/s has adequately been maintained during transportation of the said item/s to the Procuring / purchasing entity/ices.

**Insurance (GCC Clause 11)**

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility. Since the Insurance is seller's responsibility, they may arrange appropriate coverage.

**Warranty (GCC Clause 15)**

For goods belonging to the categories of Medical Devices and Medicines, falling under the Drugs Act 1976 and / or the DRAP Act-2012 and Rules framed thereunder, the Supplier, in addition to the terms and conditions of the Rate Contract Agreement with Procuring entity / purchasing entity (Bid Form-6), shall provide warranty to the Procuring / purchasing entity under all the relevant Section/s of applicable government laws and rules.

**Payment (GCC Clause 16):**

GCC Clause 16 as well as under the terms and condition in Rate Contract Agreement with the Procuring entity / purchasing entity.

Payment shall be made in **Pak. Rupees** in accordance with the relevant government rules, regulations and procedures.

**Prices (GCC Clause 17)**

The bidder shall not quote price/s of any item/s which is/are higher than the prices quoted by the bidder across the country to any entity procuring the quoted item/s through public funding.

In case of medical devices, the bidder shall quote the lowest minimum price of individual quoted item/s.

In case of Medical Devices, the bidder shall not quote the prices more than the prevailing market trade price of the quoted item/s for bulk purchases.

**Liquidated Damages (GCC Clause 23)**

As in relevant clauses of the Rate Contract Agreement signed by the Supplier with the Procuring entity / purchasing entity.

**Disputes Resolution (GCC Clause 28)**

The dispute resolution mechanism to be applied will be pursuant to relevant clauses of Rate Contract Agreement (Bid Form-6) between the Supplier and the Procuring entity / purchasing entity.

If at all required, the jurisdiction of Court shall be of Peshawar, Khyber Pakhtunkhwa.

**Governing Language (GCC Clause 29)**

The Governing Language shall be: **English.**

**Applicable Law (GCC Clause 30)**

The Contract shall be interpreted in accordance with all the relevant laws of Islamic Republic of Pakistan which include, but not limited to, the following legislations:

The KPPRA Act 2012

The KPPRA Rules 2014

The Drugs Act 1976 and Rules framed thereunder

The DRAP Act 2012 and Rules framed thereunder

The General Financial Rules of the Government of Khyber Pakhtunkhwa and all the relevant laws, rules and regulations pertaining to budgeting and financial management of public funds.

The Employment of Children (ECA) Act 1991

The Bonded Labor System (Abolition) Act of 1992

The Factories Act 1934

**Notices (GCC Clause 31)**

GCC 31.1—procuring entity / purchasing entity address for notice purposes:

**Office of the Hospital Director**

MTI Khyber Teaching Hospital, Peshawar,

Khyber Pakhtunkhwa, Pakistan

Tel No: 091-9224400-7 (Ext. 2105)

**Supplier's address for notice purposes:** As mentioned in their bidding documents

Duties & Taxes (GCC clause 32)

The Unit price quoted by the bidder shall be: **inclusive** of all applicable duties and taxes.

**MEDICAL TEACHING INSTITUTION  
KHYBER TEACHING HOSPITAL, PESHAWAR**

**LIST OF ITEMS FOR SELECTION AND RATE CONTRACTING OF  
MEDICINES & MEDICAL DEVICES (ORTHOPEADIC IMPLANTS) FOR  
PAKISTAN BAIT-UL-MAL FOR THE YEAR 2023-24**

**ANTI BACTERIAL /ANTI FUNGAL /ANTI VIRAL/ ANTI TUBERCULAR DRUGS**

1	Remdesivir 100mg Inj, Tab
---	---------------------------

**COAGULANT/ANTI COAGULANT/ANTI ANAEMIC**

2	Inj- Erythropoietin 4000iu
3	inj erythropoietin 10000 IU
4	Tabs Eltrombopag 25mg (Thrombopoietin Receptor Agonist)
5	Tabs Eltrombopag 50mg (Thrombopoietin Receptor Agonist)

**ANTIDOTES**

6	Tab-Deferasirox 100mg, 400MG
7	Inj-Deferoxamine 500MG

**IMMUNOMODULATOR / IMMUNOSUPPRESSIVE DRUGS**

8	Inj- Ranibizumab
9	Inj Tocilizumab 200mg/10ml,
10	Inj Tocilizumab 80mg IV
11	Inj Tocilizumab 162 S/C
12	Inj Tocilizumab 380 mg
13	Inj rituximab 500mg
14	inj secukinumab 150mg
16	inj etanercept 50mg
17	inj infliximab 100mg
18	Caps Capecitabine 500mg (Anti neoplastic)
19	Inj Peg-asparaginase 3750 IU (Anti Neoplastic)
20	Tabs Mercaptopurine 50mg (6-MP) (Immuno-Modulator)
21	Inj Zoledronic acid 4mg (Bisphosphonates)
22	Inj Cytarabine 500mg (antimetabolites)
23	Tab Pazopanib 400mg (Kinase Inhibitors)
24	Caps Imatinib 100mg (Kinase Inhibitors)
25	Tabs Ruxolitinib 5mg (Kinase Inhibitors)
26	Tabs Ruxolitinib 15mg (Kinase Inhibitors)
27	Tabs Ruxolitinib 20mg (Kinase Inhibitors)
29	Inj Atezolizumab 1200mg (mono-Clonal antibodies)

30	Inj Somatropin 5mg/1.5ml Prefilled Syringe (Hormones)
31	Tab Mycophenolate mofetil 500mg
32	Tab Mycophenolate Mofetil 180mg
33	Total Knee replacement uncemented
35	Spinal Replacement UR2

## **Section V. Technical Specifications**

### **Technical Evaluation Criteria for Medical Devices and Medicines**

**(Maximum Allocable Marks Score for Technical Evaluation = 70 Marks)**

***NOTE: For further details of evaluation criteria and marking scheme, please see relevant proformas for technical evaluation these SBDs.***

#### **SYSTEM BREAKING /DISQUALIFICATION POINTS IN TECHNICAL EVALUATION CRITERIA:**

These system breaking / disqualification points mentioned in this section are in addition to the provision of mandatory documents, as elaborated in Bid Cover Sheet (BidForm-1).

During technical evaluation of the quoted bids, bidders may stand disqualified if the Scrutiny Committee for bids evaluation find and declare any of the shortcoming/s related to the documents or the Importers / Sole Agents or Authorized Distributors regardless of completion / fulfillment or otherwise of any terms and conditions, criteria and /or codal formalities.

In those cases, where sample evaluation is included in the technical criteria, rejection of the quoted items by the MTI-KTH expert committee for Physical evaluation of samples will lead to disqualification.

### **Financial Evaluation and Scoring System for Bids**

**(Maximum Allocable Marks Score = 30 marks)**

The financial bids of technically qualified bidders will be opened publicly at the time to be announced by the Procuring entity / purchasing entity and the financial bids found technically non-responsive shall be returned un-opened to the respective Bidders.

Total Allocable marks for Technical Proposal = 70,

Passing technical Marks:49

Total Allocable marks in Financial Proposal= 30

Total Combined Allocable Score for individual bids =Marks obtained in Technical Evaluation + Marks obtained in Financial Evaluation = 100

#### **Scoring Methodology:**

Contract will be awarded to the lowest evaluated responsive firm whose product ranks highest in the Combined Evaluation scoring calculated through the Marks awarded to Technical Proposal and Financial Proposal as stated in the Bid Data Sheet of these SBD's

The Evaluation Methodology is a combination of non-price factors (in Technical Criteria) and price factor (in Financial Criteria); and each having points as elaborated in the evaluation proforma as provided in these SBDs.

As evident from allocable score above and because of the importance and complexities/sensitivities in the field of procurement and use of Drugs and other products related to human lives and health, this Methodology puts greater emphasis on non-price factors like high quality of the product derived from excellent-grade raw material, stringent product certifications, international best pharmaceutical quality control practices in laboratories, Pharmaco-vigilance systems for Drug safety reporting and monitoring; and the most efficient industrial processes in the manufacturing premises.

Procedure for the Marks Scoring: Marks will be awarded or otherwise for various technical parameters to each quoted product based on the prescribed Technical and Financial criteria. The total combined marks will determine the highest-ranking product in each product category for contract award.

**The formula to calculate the marks for the price by the bidders other than lowest bidder is given below:**



Financial Evaluation Score of individual quoted Product:

= [Lowest quoted Price of the item ÷ Next higher proposed Price of the competing item] x Total allocable financial score

**Solved Example of Financial Scoring:**

If the lowest quoted price of an item is Rs.86/-, the same lowest bidder will obtain score as below:

$$= [86 \div 86] \times 30$$

= 30 marks, being the lowest bidder for the quoted item.

If the next higher quoted price of the same item is Rs.105/-, the marks obtained will be:

$$= [86 \div 105] \times 30 = 24.57 \text{ Marks}$$

If the next higher quoted price of the same item is Rs.130/-, the marks obtained will be:

$$= [86 \div 130] \times 30 = 19.84 \text{ Marks}$$

.... And so on.

<b>A-1. Evaluation Criteria for Manufacturers of MEDICAL DEVICES (Orthopedic Implants) for MTI-KTH Peshawar 2023-24</b>			
<b>Firm / Company Name:</b>			
<b>S. No.</b>	<b>Parameters</b>	<b>Marks</b>	<b>Remarks</b>
<b>TECHNICAL EVALUATION</b>			
1	Valid ISO 14001 certificate issued by PNAC accredited body (certificate duly attested by senior executive of the firm).	5	
2	Valid ISO 9001 certificate issued by PNAC accredited body (certificate duly attested by senior executive of the firm).	5	
3	Valid ISO 13485 certificate equivalent document issued by PNAC accredited / equivalent body (certificate duly attested by senior executive of the firm).	5	
4	Certificate of Adherence to Good storage practices (GSP) for finished goods storage of the quoted item/s. (Certificate duly attested by senior executive of the firm).	10	
5	Certificate of Functional HVAC / Air conditioning and ventilation system. (certificate duly attested by senior executive of the firm)	10	
6	Adequate number of qualified persons. (Certified by the senior executive of the firm)	5	
7	Physical examination /evaluation of the quoted item/s by the MTI-KTH expert committee. (Excellent=20, Good=10, satisfactory=5); Non-recommendation shall lead to disqualification	20	
8	Valid Calibration certificate of the equipment in the factory (certificate duly attested by senior executive of the firm)	10	
<b>FINANCIAL EVALUATION</b>			
9	Quoted unit Price	30	
10	Lowest Quoted Unit Price among the qualified bids for particular item		
11	Maximum Allocable Unit Price Score		
12	Score awarded to the unit price of quoted item		
<b>TOTAL MARKS</b>			

<b>A-2. Evaluation Criteria for Importers / Sole Agents or Authorized Distributors of MEDICAL DEVICES (Orthopaedic Implants) for MTI-KTH Peshawar 2023-24</b>			
<b>Firm / Company Name:</b>			
<b>S.No.</b>	<b>Parameters</b>	<b>Marks</b>	<b>Remarks</b>
<b>TECHNICAL EVALUATION</b>			
1	Valid ISO 9001 certificate issued by authorized body of the country of origin (certificate duly attested by senior executive of the firm).	5	
2	Valid ISO 13485 certificate equivalent document issued by authorized body of the country of origin (certificate duly attested by senior executive of the firm).	5	
3	Valid cGMP /EC / Quality Control /Quality Assurance Certificate of the Principal Manufacturer for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s.	10	
4	Certificate of Adherence to Good storage practices (GSP) for finished goods storage of the quoted item/s. (Certificate duly attested by senior executive of the firm in Pakistan).	5	
5	Adequate number of qualified persons. (Certified by the senior executive of the firm in Pakistan)	5	
6	Valid certification of US Food and Drug Administration (US FDA) of quoted item/s.	10	
7	Valid Free Sale Certificate for the quoted item/s as issued by relevant authority of the country of origin of the quoted imported good/s.	10	
8	Physical examination/ evaluation of the quoted item/s by the MTI-KTH expert committee. (Excellent=20, Good=10, satisfactory=5); Non-recommendation shall lead to disqualification.	20	
<b>FINANCIAL EVALUATION</b>			
9	Quoted unit Price	30	
10	Lowest Quoted Unit Price among the qualified bids for particular item		
11	Maximum Allocable Unit Price Score		
12	Score awarded to the unit price of quoted item		
<b>TOTAL MARKS</b>			

<b>B-1. Evaluation Criteria for Manufacturers of MEDICINES for MTI-KTH Peshawar 2023-24</b>			
<b>Firm / Company Name:</b>			
<b>S.No.</b>	<b>Parameters</b>	<b>Marks</b>	<b>Remarks</b>
<b>TECHNICAL EVALUATION</b>			
1	API source accredited by WHO, US-FDA, EMA, MHRA, TGA, PDMA, Swiss Medics in health Canada or by other members/associates of SRA [10 marks]. Other than the above countries [5 marks].	10	
2	Valid ISO 14001 certificate issued by PNAC accredited body (certificate duly attested by senior executive of the firm).	5	
3	Valid ISO 9001 certificate issued by PNAC accredited body (certificate duly attested by senior executive of the firm).	5	
4	Valid ISO 18001/45001 certificate issued by PNAC accredited body (certificate duly attested by senior executive of the firm).	5	
5	Valid Calibration Certificate for equipment in the manufacturing unit (certificate duly attested by senior executive of the firm).	5	
6	Certificate of Adherence to Good Storage practices (GSP) for finished goods storage of quoted items (certificate duly attested by senior executive of the firm).	10	
7	Adequate number of qualified persons and relevant Human resource (Certified duly attested by the senior executive of the firm)	5	
8	Certificate of Functional HVAC / Air conditioning and ventilation system. (certificate duly attested by senior executive of the firm).	5	
9	Goods Declaration certificate of imported APIs of quoted items from Pakistan Customs coupled with valid airway bill or Bill of Lading for the quoted item/s, not older than TWO years (Certificate duly attested by the senior executive of the firm)	10	
10	Certificate of analysis of quoted items from the principal manufacturer (duly attested by senior executive of the firm).	5	
11	Stability studies of quoted items (certificate duly attested by the Quality Control Manager / Senior Executive of the firm)	5	
<b>FINANCIAL EVALUATION</b>			
12	Quoted unit Price	30	
13	Lowest Quoted Unit Price among the qualified bids for particular item		
14	Maximum Allocable Unit Price Score		
15	Score awarded to the unit price of quoted item		
<b>TOTAL MARKS</b>			

<b>B-2. Evaluation Criteria for Importers / Sole Agents or Authorized Distributors of MEDICINES for MTI-KTH Peshawar 2023-24</b>			
<b>Firm / Company Name:</b>			
<b>S.No.</b>	<b>Parameters</b>	<b>Marks</b>	<b>Remarks</b>
<b>TECHNICAL EVALUATION</b>			
1	API source accredited by WHO, US-FDA, EMA, MHRA, TGA, PDMA, Swiss Medics in health Canada or by other members/associates of SRA [10marks]. Other than the above countries [5 marks].	10	
2	Valid ISO 14001 certificate issued by authorized body of the country of origin (certificate duly attested by senior executive of the firm).	5	
3	Valid ISO 9001 certificate issued by authorized body of the country of origin (certificate duly attested by senior executive of the firm).	5	
4	Valid ISO 18001 /45001 certificate issued by authorized body of the country of origin (certificate duly attested by senior executive of the firm).	5	
5	Certificate of Adherence to Good Storage practices (GSP) for finished goods storage of quoted items (certificate duly attested by senior executive of the firm in Pakistan).	10	
6	Adequate number of qualified persons and relevant Human resource (Certificate duly attested by the senior executive of the firm)	5	
7	Good Declaration certificate of imported finished item/s by the firm from Pakistan Customs, coupled with valid airway bill or Bill of Lading for the quoted item/s, not older than TWO year (Certificate duly attested by the senior executive of the firm)	5	
8	Certificate of analysis of imported finished quoted items from principal manufacturer (Certificate duly attested by the senior executive of the firm)	10	
9	Valid Calibration Certificate for equipment in the manufacturing unit in the country of origin (certificate duly attested by senior executive of the firm).	5	
10	Stability studies of quoted items (certificate duly attested by the Quality Control Manager / Senior Executive of the firm)	10	
<b>FINANCIAL EVALUATION</b>			
11	Quoted unit Price	30	
12	Lowest Quoted Unit Price among the qualified bids for particular item		
13	Maximum Allocable Unit Price Score		
14	Score awarded to the unit price of quoted item		
<b>TOTAL MARKS</b>			

## **BLACKLISTING AND DEBARMENT**

### **Conditions for Blacklisting of Defaulting Bidder (Contractor under rule 44 of KPPRA Rules 2014)**

The following are the events which shall lead to initiate blacklisting/debarment process as per Rule 44 of KPPRA Rules 2014,

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

### **Conditions for debarment of Defaulting Bidder/Contractor**

Failure or refusal to;  
Accept Purchases Order / Services order terms;  
Make supplies as per specifications agreed;  
Fulfill contractual obligations as per contract  
Non execution of work as per terms & condition of contract.  
Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.  
Persistent and intentional violation of important conditions of contract.  
Non-adherence to quality specifications despite being importunately pointed out.  
Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the MTI Khyber Teaching Hospital Peshawar.

### **Procedure for Blacklisting and debarment**

Competent authority of MTI Khyber Teaching Hospital Peshawar may on information, or on its own motion, issue show cause notice to the bidder.

The show-cause notice shall contain the statement of allegation against the Bidder.

The bidder will be given maximum of seven days to submit the written reply of the show cause notice.

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.

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.

The competent authority shall decide the matter within thirty days from the initiation of proceedings.

The order of competent authority shall be communicated to the bidder by indicating reasons.

The order past as above shall be duly conveyed to the KPPRA and defaulting bidder within three days of passing order.

The duration of debarment may vary up to five years depending upon the nature of violation.

### **REDRESSING OF GRIEVANCES**

The purchaser shall designate and notify a grievance redressal officer empowered to address the complaints of bidders have been filed against the procuring entity.

Any bidder feeling aggrieved by 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.

The grievance redressal Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint. The report along with decision shall be forwarded to the purchase officer within the prescribed period.

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.

**Section VI. Sample Forms**  
**MANDATORY STANDARD FORMS**

<b>BIDFORM1:</b>	<b>BID COVERSHEET</b>
<b>BIDFORM2:</b>	<b>LETTER OF INTENTION BID</b>
<b>BID FORM3:</b>	<b>AFFIDAVIT</b>
<b>BIDFORM4:</b>	<b>PRICE SCHEDULE FORMAT FOR FINANCIAL BID</b> (To be submitted in separate sealed envelope)
<b>BIDFORM5:</b>	<b>INTEGRALITY PACT</b>

**BID FORM-1**

**BID COVER SHEET**

**Mandatory General Information of Applicant Firm**

**NOTE: Complete filling of this form along with the provision of all requisite information is mandatory. Missing or not providing any of the requisite information may lead to disqualification of the bidder/s from the bidding competition without any correspondence. Any appeal from bidder/s, for whatsoever reasons, shall not be entertained in such a case.**

S. No.	Name of the Bidding Firm:	
1.	Please indicate whether the firm is: Manufacturer of (A) Medical devices (Orthopedic Implants) (B) Medicines or Importers / Sole Agents or Authorized Distributors of (A) Medical devices (Orthopedic Implants) (B) Medicines or Both; Manufacturer as well as Importers / Sole Agents or Authorized Distributors of (A) Medical devices (Orthopedic Implants) (B) Medicines For various MTI-KTH formulary items offered for this bidding competition.	
2.	Please indicate out of the following category/ices, under which the Firm is applying for bidding: Medical devices (Orthopedic Implants) Medicines	
3.	Please provide names, attested copies of CNICs, addresses in Pakistan, all working landline, mobile phone numbers and valid email address of the following: Owner/Proprietor of the Firm; and Managing Director / CEO of the Firm; and Focal person officially made responsible and authorized by the Firm for day to day official correspondence/communication with the procuring entity / purchasing entity related in relation to this bidding competition. <b>Note:</b> In case of winning this bidding competition the Focal person of the successful bidder shall be responsible for communication with procuring / purchasing entity/ices regarding supply related issues.	



4.	<p>Please provide the following valid information regarding applicant Firm:  Complete street address of the:  Head Office  Main warehouse; and  Valid &amp; working official Landline Phone and Fax Numbers; and  Valid Mobile phone number/s of the Focal Person  Valid and functional Email address; and  Official Website address/es.</p>	
5.	<p>Please provide, in original, the bids security instrument amounting to Rupees <b>100,000/-</b> along with the Financial Proposal in the sealed envelope in the name of Hospital Director, Khyber Teaching Hospital, Khyber Pakhtunkhwa, Peshawar.</p> <p><b>Important Note:</b> An affidavit is required in the technical bid that bid security is placed in the financial bid.</p> <p>Please provide attested copies of the following Tax related valid documents:  National Tax Number (NTN) of the Firm for Income Tax, and</p>	
6.	<p>Sale Tax Registration Certificate of the Firm; and  Certificate of Professional Tax of the Firm.  Should be on Active Tax payer list in FBR, Pakistan</p>	
7.	<p>In case of being a Manufacturer, the Firm should provide attested copies of the following documents also:  Valid Product Registration Certificate issued by the DRAP for the item/s quoted by the Firm for this bidding competition, if required or where exemption is granted by law (DRAP) is to be verified.  List of the quoted item/s</p>	
8.	<p>In case of being Importers / Sole Agents or Authorized Distributors, the Firm should provide attested copies of the following documents also:  Valid Product Registration Certificate issued by the DRAP for the imported item/s quoted by the Firm for this bidding competition, if required or where exemption is granted by law (DRAP) is to be verified.  List of the quoted items.</p>	

9. The bidding Firm shall also provide an Affidavit on Judicial Stamp Paper of the value of at least Rs. 100/- (Rs. One Hundred Only) for the following undertaking:  
 I / We have carefully read the whole set of Standard Bidding Documents for this bidding competition and that I / We have fully understood and agree to all the provisions (including, but not limited to, those provided under ITB 29.1 of the Bid Data Sheet), terms and conditions, evaluation criteria, mechanism of evaluation & selection of items for which the Firm has applied for competition; and  
 I / We fully understand and agree that the bidding competition for which I / We have applied to enter in, shall be based on merit based scoring system for the evaluation of technical bids which has inverse relationship with the rates quoted by the bidders in their financial bids submitted; and that in this situation, the lowest financial bid/s may or may not win the bidding competition; and  
 I / We guarantee that the quoted medical devices are, and shall be, freely available in the market of Pakistan; and particularly in the market of Khyber Pakhtunkhwa Province; and  
 In case any documents submitted in relation to this bidding competition or any undertaking given by the Firm, if found incorrect or false or misleading or diverting the decision making for the competition, shall be liable to be proceeded for blacklisting for any business with / by Medical Teaching Institution Khyber Teaching Hospital, confiscation of bids security and / or any other lawful action as deemed appropriate by the Government of Khyber Pakhtunkhwa, including that to be taken in concert with the DRAP or any other body / entity of the Federal Government; and  
 I / We have fully understood that the medical devices (Orthopaedic Implants) shall be evaluated / examined by expert/s nominated by the competent authority of MTI-KTH at its sole discretion; and that the Firm shall fully agree and abide by the decision/opinion, whatsoever, of the said expert/s regarding the selection, or otherwise, of the quoted item/s for purchase / rate contracting.  
 I / We also undertake that submission of any false/bogus/fake/forged/ fabricated/tampered document shall lead to disqualification of our firm from this bidding competition as well as to other lawful action/s to be taken by the concerned authorities.  
 I / We have fully understood that no such documents shall be entertained by the Procuring entity / purchasing entity, which is issued after due date of Bid opening.  
 That I have attached the requisite Bid security in the financial Bid.

10. I certify and affirm that I have attached /provided all the requisite mandatory documents / information including Bids Security with this Bid and that I fully understand that any document if not provided / missing shall result in the disqualification and declaring my bid as ineligible and thus non-responsive.

**Signatures:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**CNIC No** \_\_\_\_\_  
**Designation** \_\_\_\_\_  
**Address** \_\_\_\_\_

**Bid Form 2**

**Letter of Intention**

*Bid Ref No.*

*Date of the Opening of Bids*

*Name of the Contract: {Add name, e.g., Supply of Drugs and Medicines, etc.}*

To: *[Name and address of procuring entity / purchasing entity]*

Dear Sir/Madam

Having examined the bidding documents, including Addenda Nos. *[insert numbers & Date of individual Addendum]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the financial bids are provided at the lowest minimum price in case of registered drugs/medicines and in case of medical devices, the prices are not more than the market rates.

We undertake, if our bid is accepted, to deliver the Goods in accordance with terms and condition of contract agreement.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

Signed:

In the capacity of *[insert: title or position]*

Duly authorized to sign this bid for and on behalf of *[insert: name of Bidder]*

**AFFIDAVIT (on Judicial Stamp Paper)**

I/We, the undersigned [**Name of the Supplier**] hereby solemnly declare in Oath that and undertake that:

I / We, the undersigned, have read the contents of the Bidding Document and have fully understood it.

The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.

The Goods that I / We, the undersigned, propose to supply under this contract are eligible goods within the meaning of this SBD.

The undersigned are also eligible Bidders within the meaning of the Standard Bidding Documents.

The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.

The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.

The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.

That undersigned has not employed any child labor in the organization/unit.

We understand that the Procuring entity / purchasing entity or any of its committees are not bound to accept the lowest or any other bid they may receive.

I / We affirm that the contents of this affidavit are correct to the best of my/our knowledge and belief.

Signatures with stamp Name: \_\_\_\_\_ Designation: \_\_\_\_\_ CNIC No. \_\_\_\_\_

For Messrs. [**Name of Supplier**]

**Bid Form-4**

**Note:** *This form is to be submitted in a separate sealed envelope to be kept within the main sealed envelope of the bid.*

**Price Schedule format for Financial Bid of MTI-KTH for the year 2023-24**

(A) Medical devices **OR** (B) Medicines, the unit price of each item shall be quoted and submitted in the following format:

<b>S. No.</b>	<b>Serial No. of quoted item in the MTI-KTH list in SBD 2023-24</b>	<b>Generic Name with sizes/measurement's of quoted item</b>	<b>Trade Name of quoted item</b>	<b>Rate Offered per unit in Pak. Rupees (Rs)</b>
---------------	---	---	----------------------------------	--

**Bid Form-5**

**INTEGRITY PACT (on Judicial Stamp Paper)**

**Declaration of Fees, Commission and Brokerage Etc. Payable by Suppliers of (A) Medical devices, (B) Medicines for Govt: MTI-KTH 2023-24**

In response to advertisement related to the bidding process / competition regarding purchase and supply of medical devices, for 2023-24 for the MTI-KTH, Mr. /Ms.

\_\_\_\_\_ s/o, d/o \_\_\_\_\_ bearing CNIC No. , and having the Designation of \_\_\_\_\_ in Messrs (M/S) [*Name of Supplier*] do hereby solemnly affirm, declare and certify on behalf of M/S [*Name of Supplier*] that:

[*Name of Supplier*] has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from MTI-KTH or any administrative subdivision or agency thereof or any other entity owned or controlled by MTI-KTH through any corrupt business practice; and

That 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 MTI-KTH, except that which has been expressly declared pursuant hereto; and

That [*Name of Supplier*] has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with MTI-KTH and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty; and

That [*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 MTI-KTH under any law, contract or other instrument, be voidable at the option of MTI-KTH; and

That notwithstanding any rights and remedies exercised by MTI-KTH in this regard, [*Name of Supplier*] agrees to indemnify MTI-KTH for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to MTI-KTH 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 MTI-KTH.

**Signatures with stamp Name: \_\_\_\_\_ Designation: \_\_\_\_\_ CNIC No. \_\_\_\_\_**  
**For Messrs. [*Name of Supplier*]**

**Witness No. 1**

**Witness No. 2**

(Signatures, name, father's name, CNIC & address of each Witness)

**WITNESS NO. 2**

**Signature: Name:**

**Father's Name:**

**Address:**

**CNIC No.**

**MTI KTH RATE CONTRACT AGREEMENT (for successful bidders)**

THIS RATE CONTRACT AGREEMENT is made and agreed today on \_\_\_\_\_ day of [Month], 2023 **in light of the provisions of SBDs for 2023-24** between the MTI-KTH through Hospital Director (hereinafter referred to as the Procuring entity / purchasing entity or the first party, which expression shall, where the context admits, be deemed to include the assignee/s of the MTI-KTH); and Messrs. **[Name of Supplier]** through Mr. \_\_\_\_\_ Designation \_\_\_\_\_ CNIC No. \_\_\_\_\_, registered office at \_\_\_\_\_ (hereinafter referred to as the Supplier or the second party or he/his, which expression, unless repugnant to the context, means and includes their legal heir/s, successors-in-interest, assignee/s and legal representative/s) that:

WHEREAS the Procuring entity / purchasing entity has made a bidding competition for selection and rate contracting for medicines and medical devices (orthopaedic implants) (hereinafter referred to as goods) for Pakistan Bait-ul-Mal for actual purchases of the selected and rate contracted goods to be made by the officer / officers of the Medical Teaching Institution-Khyber Teaching Hospital Peshawar, Khyber Pakhtunkhwa (hereinafter called the Procuring / purchasing entity or Purchasing Agencies where the context so admits); and

WHEREAS the Supplier declares that he is not a broker, middle-man, but himself a Manufacturer and / or direct Importer of goods for which he has won the bidding competition for supply of goods to the Procuring entity / purchasing entity throughout the province of Khyber Pakhtunkhwa (hereinafter referred to as the Province) to the Procuring / purchasing entity; and

WHEREAS both the parties have agreed that the Procuring / purchasing entity shall purchase all or some or none of the goods, as of details given in the clause-18 of this Contract Agreement, from the Supplier at the sole discretion of the individual Purchasing Agencies; and

WHEREAS the Supplier shall supply all the goods ordered by the Procuring / purchasing entity to the later in the quantity as mentioned in the supply order to be issued by the Procuring / purchasing entity within the timeframe as mentioned in clause 15 of this contract agreement; Now, therefore, both the parties mutually agree to enter into this contract agreement as under:

1. The approved rates as of detail given in clause-18, will be utilized in the current year to facilitate Pakistan Bait-ul-Mal patients.
2. The Supplier agrees to take full responsibility of the validity and implications, that may arise in future, of declaration submitted by him in the form of affidavit on judicial stamp paper along with the financial bids; and also that in case of any kind of breach of the said declaration, the Supplier shall be liable to be proceeded against by the Procuring entity / purchasing entity in accordance with the clauses of this rate contract agreement as well as relevant laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern the situation/s.
3. The Supplier shall supply the ordered goods to the Procuring / purchasing entity exactly at the address of the official premises as given in the supply order issued to the former.

4. The Supplier shall be solely responsible for transportation, loading and / or unloading and staking of the supplied items till and at the time of delivery to the destination indicated by the Procuring /

purchasing entity including any damage or untoward incidence, maintenance of required temperature and protection from light and other environmental conditions as well as other hazards that may possibly or potentially affect the safety, quality and efficacy of the supplied items.

5. The Supplier shall not claim or charge transportation, loading / unloading, labor or any other charges related to or in the name of logistics, accidents, insurance, freight, etc.

6. All the goods supplied shall conform to the specifications approved by the Drug Regulatory Authority of Pakistan (*hereinafter referred to as the DRAP*).

7. Supplier shall supply the freshly manufactured goods having maximum possible long expiry dates to the Procuring / purchasing entity and to supply freshly manufactured goods to the Procuring / purchasing entity with the minimum remaining shelf life of at least 70%. In case, if the shelf life was less than 70%, then in case of no consumption, the goods shall be returned to the supplier for replacement at the risk and cost of supplier.

8. In case of taking any action contravening to any provision/s of the applicable law/s and rules, the Supplier shall render himself liable to such lawful action/s as deemed appropriate and taken against him.

9. The Procuring / purchasing entity shall take legal / lawful action against the Supplier regarding non-supply, short supply, substituted supply, delayed supply or any other unlawful action / shortcoming, on the part of Supplier, pertaining to the Drugs Act 1976 and / or the execution of this contract agreement. The Procuring entity / purchasing entity shall take lawful / legal action against the Supplier in accordance with the clauses of this contract agreement as well as relevant laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern suchlike situation/s, which may include, but not limited to, blacklisting, forfeiture of earnest money and performance guarantee, etc.

**10. RATE VALIDITY:**

The Supplier agrees that the approved price of all individual items quoted in the financial bids shall remain valid till and up to 30<sup>th</sup> June 2024.

**11. BID SECURITY:**

As mentioned in Special Conditions of Contract, the bid security of Rs.100,000/- from the supplier as already received by the Procuring entity / purchasing entity at the time of bids submission, shall be retained by the Procuring entity / purchasing entity as Performance Security till the end of contract period and will be released back to supplier after successful completion of all the contractual obligations of this contract agreement and approved Standard Bidding Documents.

**12. WARRANTY:**

The supplier shall provide warranty to the Procuring / purchasing entity in accordance with Special Conditions of Contract as provided in the approved Standard Bidding Documents for this bidding competition, for each item supplied in response to supply orders.

**13. PAYMENT SCHEDULE:**



Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the Supplier to the Procuring entity / purchasing entity immediately after complete supply of stock. Bill Amount will be debited out of Pakistan Bait-ul-Mal fund. The Supplier 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.

#### **14. FORCE MAJEURE:**

a. In case of the situation related to Force Majeure, the Supplier may inform the Procuring entity / purchasing entity and the Procuring / purchasing entity 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 Procuring entity / purchasing entity for the grant of extension in the supply period.

*“Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.*

b. The Procuring entity / purchasing entity, in case of being fully satisfied with the genuineness of situation arising from Force Majeure for the Supplier, may extend the period of supply of goods up to a maximum of not more than thirty days. However, the Procuring entity / purchasing entity and / or Procuring / purchasing entity shall, in no case, be responsible or held responsible for any complications in making payments to Supplier by the Procuring / purchasing entity that may arise from the closure of financial year and lapse / surrender of public funds vis-à-vis the normal financial management procedures in public sector.

#### **15. PENALTIES:**

a. The supply of the ordered goods under this agreement shall be completed by the Supplier within thirty (30) days after the receipt of supply orders from the Procuring / purchasing entity, except in situation/s covered under clause 14 above. In case of delay in supplies reaching to the Procuring / purchasing entity, the following penalties shall be imposed by the Procuring / purchasing entity upon the Supplier:

i. Upon delay in supply from thirty-one to forty-five (31 to 45) days, a lump sum penalty amounting to three per cent (03%) of the total amount of the supply order for total number of items ordered in the same supply order issued to the Supplier, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Procuring / purchasing entity, irrespective of the number of items supplied late.

ii. Upon delay in supply from forty-six days up to sixty (46 to 60) days, in instead of three per cent (03%) as in clause 15(a)(i) above, a lump sum total penalty amounting to seven per cent (07%) of the total amount of the supply order for total number of items ordered in the same supply order issued to the Supplier, shall be levied through deducting the total amount of penalty from the total pre-tax payable

billed amount by the Procuring / purchasing entity, irrespective of the number of items supplied late.

iii. After the expiry of the extended periods as in clause 15(a)(i)&(ii) above, the order shall stand cancelled to the extent of non-supplied items, and Procuring entity / purchasing entity shall have the right, duty and authority to impose any or all of the below mentioned penalties; that is

1. Forfeiting the earnest money and performance guarantee of the Supplier related to this contract agreement; and / or

2. Initiating the process for and recommending for blacklisting of the Supplier.

3. In case, if the firm failed to supply the goods within 60 days, the hospital will arrange the supply of requisite from alternate suppliers at the risk and cost of the supplier.

**16. INDEMNITY:**

a. Notwithstanding any rights, duties and / or remedial measures and / or managerial actions taken and / or to be taken and / or any powers exercised and / or to be exercised by the Procuring entity / purchasing entity and / or Procuring / purchasing entity and / or Purchasing Officer/s with regard to the execution of this contract agreement, the Supplier agrees to indemnify them for any loss or damage incurred or inflicted upon by them in individual or official capacity upon the Supplier whether through any of their actions and / or practices and / or otherwise.

b. The Supplier further agrees to pay compensation to the Khyber Teaching Hospital-Medical Teaching Institution of an amount equivalent to ten times the sum of any commission, gratification, bribe or kickback and / or finder's fee given by the Supplier for the purpose of obtaining and / or inducing the procurement of any contract, right, interest, privilege or other obligation/s or benefit in whatsoever form, from the Procuring entity / purchasing entity or any of the Purchasing Agencies.

**17. RESOLUTION OF DISPUTES:**

a) The Procuring / purchasing entity and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract / supplies.

b) Despite such negotiation if the Procuring / purchasing entity & Supplier have been unable to resolve amicably a contract dispute, either party may refer the case to Chairman, Board of Governors for decision through a Dispute Resolution Committee under the chairmanship of Hospital Director MTI-KTH or any other person designated by him/her. The decision of the Dispute Resolution Committee shall be final and binding upon both the parties.

**18.** Details of approved items is as follows;

S.No	Brand Name	Generic Name	Unit Price Approved

\_\_\_\_\_  
**Signature**  
**Hospital Director MTI KTH**  
**For and on behalf of MTI KTH Peshawar,**  
(1<sup>st</sup> Party)

\_\_\_\_\_  
**Signature:**  
**Name:**  
**Designation**  
**CNIC No.**  
**Stamp:**  
**For and on behalf of Manufacturer / Importer**  
(2<sup>nd</sup> Party)

**WITNESS NO. 1**  
**Signature:**  
**Name:**  
**Father's Name:**  
**Address:**  
**CNIC No.**

**WITNESS NO. 2**  
**Signature:**  
**Name:**  
**Father's Name:**  
**Address:**  
**CNIC No.**