



**MEDICAL TEACHING INSTITUTE-BACHA KHAN MEDICAL
COMPLEX SWABI
(MTI-BKMC) SWABI**

**AFTER PRE-BID
BID SOLICITATION DOCUMENTS
FOR**

**SELECTION OF VENDOR FOR LOCAL PURCHASE OF
MEDICINES, SURGICAL DISPOSABLES, MEDICAL DEVICES,
NON-DRUG ITEMS, COTTON AND RELATED ITEMS
FOR THE YEAR 2023-24**

**FOR
BACHA KHAN MEDICAL COMPLEX,
THQ CHOTA LAHORE, AND
THQ TOPI**

**MEDICAL TEACHING INSTITUTE-BACHA KHAN MEDICAL COMPLEX
SWABI**

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

**Manager Pharmacy
BKMC-MTI, Swabi**

**Hospital Director
BKMC-MTI, Swabi**

SECTION-1: INVITATION FOR BIDS

1.1. 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 Bacha Khan Medical Complex Swabi (www.gkmcs.edu.pk & www.bkmcs.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. The Invitation for Bids indicates the important bid evaluation criteria or qualification requirement 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.

All the terms & conditions, sections, and mandatory bid forms to be applied on Bacha Khan Medical Complex, THQ Topi Hospital and THQ Chota Lahore Hospital

1.2. Invitation for Bids

MEDICAL TEACHING INSTITUTE-BACHA KHAN MEDICAL COMPLEX SWABI

SELECTION OF VENDOR FOR LOCAL PURCHASE OF MEDICINES, SURGICAL DISPOSABLES, MEDICAL DEVICES, NON-DRUG ITEMS, COTTON AND RELATED ITEMS, FY 2023-24

FOR BACHA KHAN MEDICAL COMPLEX, THQ CHOTA LAHORE, AND THQ TOPI

In compliance with the Khyber Pakhtunkhwa Public Procurement Act-2012 and Khyber Pakhtunkhwa Procurement Regulatory Authority (KPPRA) Rules-2014, Sealed Tenders are invited from the Vendors being on Active Tax Payer List of FBR bearing valid Drugs Sale License under KP Drug Sales Rules 1982 (as amended in 2017) for the supply of medicines, surgical disposables, medical devices, non-drug items, cotton and related items round the clock on day to day basis during the financial year 2023-2024 through **SINGLE STAGE TWO ENVELOPES** bidding procedure as per rules 06(2)(b) of KPPRA rules 2014.

1. Any offer received not as per terms & condition of the tender enquiry/bidding document of this Hospital, framed under KPPRA Act 2012 and 2014 rules framed there under, Government of the KP: shall not be entertained.
2. 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.
3. The bidders are requested to give their highest possible discount on Maximum Retail Price (MRP) for medicines and current market rates for, surgical disposables, medical devices, non-drug items, cotton and related items because no negotiations on quoted rates/price are allowed under the KPPRA rules, 2014.
4. No offer shall be considered
 - a. If the Firm/LP Bidder/owner of the firm is not on the active tax payer list of FBR.
 - b. If received after the last date and time.
 - c. The tender is ambiguous.
 - d. The tender is unsigned.
 - e. The tender is conditional
 - f. Offer received without requisite earnest money
 - g. Offer received from the firm blacklisted or suspended by the Health Department, Government of the KP.

S. No	Description	Tender No	Bid Security (Rs.)
1.	LP for MTI-BKMC, THQ TOPI and THQ LAHORE (Regular + Casualty Medicines)	1 st	500,000/-
2.	LP for Lissail-e-WalMahroom		
3.	Pakistan Bait-ul-Maal (PBM) Cases		
4.	LP for Zakat Deserving Patient		

1. Mandatory Bid Security / Earnest Money amounting to a flat rate of Rupees 500,000/- against the tender as mentioned above from the bidder in the name of the Hospital Director BKMCS-MTI is required to be submitted along with the Financial Bid within its sealed envelope. A separate photocopy of this Bids Security financial instrument should also be placed inside the sealed envelope of Technical Proposal. PO (Pay order) will not be acceptable as Bids security.
2. In case the contractor fails to execute the contract strictly in accordance with the terms & conditions laid down in the contract and / or SBDs, the security deposited shall be forfeited and/ or blacklisting of the firm or both or as the case may be.
3. Bidders are required to submit all mandatory documents mentioned in subsequent sections. In case of failure to comply, the bidder shall be considered as non-responsive.
4. 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 BKMC on or before [REDACTED] at 11:00am. 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.
5. Bids will be opened by the Purchase Committee of MTI-BKMC SWABI at **Committee Room of the Administration Block MTI BKMC SWABI** on [REDACTED] at 11:30 am in the presence of those bidders or their authorized representatives, who choose to attend the bids opening process.
6. The pre-bid meeting is scheduled to be held on [REDACTED] at 11:00am in the **Manager Material Management office MTI BKMC SWABI**.
7. The Hospital Director reserves the right to reject any or all the bids under clause 47 of KPPRA Procurement Rules 2014.

**HOSPITAL DIRECTOR
MTI-BKMC, SWABI**

SECTION-2: TERMS & CONDITIONS

1. Local purchase contracts shall be entered through open competitive bidding as per KPPRA Act 2012 and 2014 rules framed there under.
2. The Vendors must have a Valid retail / whole sale license and Narcotics Drug Sales License, financially sound, well reputed and have outlet with comprehensive storage facilities.
3. The facility of supplies must be available round the clock for 24 hours, 7 days a week throughout the year. In case of vendor selected in the premises situated beyond 200 meters' radius of the hospital will have to occupy/establish a facility within the 200-meterradius of the hospital for facilitation of patients, license /registration on its own name (third party authorization is not allowed).
4. A fixed bid security that is of amount equal to **Rs. 500,000** shall be demanded from the bidders in in the name of the Hospital Director MTI-BKMC Swabi.
5. The local purchase contract shall be non-transferable and no part of the contract could be sublet by the successful bidder without hospital approval.
6. The local purchase contractor shall supply the ordered items on the same day. In case the contractor fails to supply the ordered items on the same day, the hospital shall purchase the same ordered medicine from the market on the risk and cost of the contractor.
7. The supplied drugs shall be accompanied with warranty certificate as per the Drug Act, 1976/DRAP Act, 2012. Moreover, the contractor will be bound to provide the invoice of his source of purchase if any, when required.
8. The Vendor shall be bound to accept all the terms & Conditions of the Government / KPPRA and any further condition introduced by the Government / Board of Governors (MTI-BKMC) during the contract period in addition to the terms & conditions of this bidding document.
9. Any erasing/ cutting / overwriting etc. appearing on the offer, may lead to cancellation of rate on specific item.
10. All the bidders are required to provide complete documents with every page signed & stamped in compact file for their assessment of qualification as prescribed under the rules. Only the firms declared qualified by the Bid evaluation committee will be entertained in the further contract proceedings.
11. The contractor will submit the bills on weekly basis to the hospital.
12. Deduction of income tax and other taxes that are applicable as per prescribed rules.
13. The Hospital Director (MTI-BKMC) reserves the right to accept or reject any / all tender(s) without assigning any reason.
14. The selected bidder will establish a pharmacy near by the both hospital (within 200 meters of radius) THQ Chota Lahor & THQ Topi Hospital as well.

SECTION-3: THE BIDDING PROCEDURE

1. Single Stage – Two Envelops Bidding procedure as per KPPRA Act 2012 and KPPRA Rules 2014 framed thereunder shall be applied.
2. The Bid shall comprise of a single sealed package containing two separate sealed envelopes. Each envelop shall contain separately the Financial Proposal and Technical Proposal.
3. The envelops shall be sealed and marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion.
4. Initially, only the envelope marked as “TECHNICAL PROPOSAL” shall be opened to evaluate the mandatory requirements and the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring agency without being opened.
5. The Procuring agency shall evaluate the Technical proposal, without reference to the price and reject which do not conform to the specified requirements.
6. During the technical evaluation, no amendments in the technical proposal shall be permitted.
7. The Financial proposals of Bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance
8. After the evaluation and approval of the technical proposal, the Procuring agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids.
9. The financial proposal of bids found technically non-responsive or non-compliant shall be returned UNOPENED to the respective bidders.

SECTION-4. TECHNICAL / FINANCIAL SPECIFICATIONS

Technical Evaluation Criteria for Local Purchase of Medicines, Surgical disposables, medical devices, non-drug items, cotton & related items FY 2023-24

(Maximum Allocable Marks Score = 70 marks for technical evaluation)

(Qualifying Marks = 49 marks)

NOTE:

For further details of evaluation criteria and marking scheme, please see relevant preforms for technical evaluation in these SBDs.

Any bidding firm submitting any false/bogus/fake/forged document and/or previously involved in submitting any false/bogus/fake/forged document shall be disqualified.

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 Agency and the financial bids found technically non-responsive shall be returned un-opened to the respective Bidders.

Total Allocable marks for Technical Proposal = 70

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:

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 preforms provided in these SBDs.

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

= [Lowest quoted discount by the bidder ÷ Next higher proposed discount of the competing bidder] x Total allocable financial score

**TECHNICAL EVALUATION CRITERIA FOR LOCAL PURCHASE VENDORS
FOR MEDICINES, SURGICAL DISPOSABLES, MEDICAL DEVICES, NON-DRUG ITEMS,
COTTON AND RELATED ITEMS**

SR.	Evaluation	Marks	Criteria
	<u>VALID DRUG SALES LICENSE</u>		Mandatory
1.	i. Presence of Pharmacist along with his/her valid Category-A License with Form 9, 11 or 12, 11	Mandatory	Pharmacist with Category A
2.	Bank statement and Audit report for the Fiscal year 2021-2022.		Mandatory
3.	Computerized Inventory Management System and Financial Management System available. i.e., Point of sale (POS).		Mandatory
	<u>FIRMS EXPERIENCE IN THE MARKET</u> <i>To be verified from previous utility bills/ FBR Registration/ premises contracts or any other relevant documents of the applicant</i>	20	
4.	i. 6-8 years & above experience	20	
	ii. 4-6 years' experience	15	
	iii. 2-4 years' experience	10	
	iv. 1-2 years' experience	5	
	v. 1 and below	2	
		<u>20</u>	
5.	Availability of cold chain facility to maintain the temperature at 2-8° C as evaluated by the panel of MTI-BKMC expert/s at the time of inspection.	10	Met Fridge Temperature
		10	Met Room Temperature
	Air conditioning system at all levels (to be functional at the time of inspection, maintaining room temperature at 25°C. Verification will be done at the time of inspection.	0	Not Met
6.	Physical infrastructure and tidiness of the pharmacy verification in respect of Good Storage Practices will be done at the time of inspection, as evaluated by the panel of MTI-BKMC expert/s at the time of inspection.	<u>10</u>	Excellent
		6	Good
		3	Satisfactory
7.		<u>10</u>	120 sqft or above
	Covered Area as evaluated by the panel of MTI-BKMC expert/s at the time of inspection.	5	Below 120 Sqft and Minimum 96 sqft
		0	Below 96 sqft (Firm will be disqualified)
8.	Suitable sources for back up support for electricity as evaluated by the panel of MTI-BKMC expert/s at the time of inspection.	<u>10</u>	Met
		5	Partially Met
		0	Not Met

SECTION-5: MANDATORY STANDARD FORMS (1 to 5)

BID FORM 1: BID COVER SHEET

BID FORM 2: LETTER OF INTENTION

BID FORM 3: AFFIDAVIT

(3(i) & 3(ii) Both on judicial Stamp Paper)

BID FORM 4: PRICE SCHEDULE FORMAT FOR FINANCIAL BID

(To be submitted in separate sealed envelope)

BID FORM 5: INTEGRITY PACT

BID FORM 6: CONTRACT AGREEMENT

(for information only, shall be signed by the successful bidders only)

BID FORM 7: Vendor Conflict of Interest Disclosure Form

The above all shall be submitted separately for each hospital.

After Pre-Bid

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: i. Retailer having valid drug retail sales licensed on FORM 9 and 11 or Form 11 & 12 ii. Whole seller having valid drug sales licensed by way of whole sale	
2.	Please provide names, copies of CNICs, two recent photographs, valid street addresses in Pakistan, all working landline and mobile phone numbers of the following: i. Owner/Proprietor of the Firm; and ii. Managing Director / CEO of the Firm; and iii. Focal person officially made responsible and authorized by the Firm for day-to-day official correspondence/communication with the procuring agency related in relation to this bidding competition. Note: Please provide clear, legible and visible photocopies of all the valid requisite items mentioned above)	
3.	Please provide the following valid information regarding applicant Firm: i. Complete street address of the: a. Setup as mentioned in Drug Sales Licenses including Shop No. b. Main depot if any; and ii. Valid & working official Landline Phone and Fax Numbers; and iii. Valid Mobile phone number/s of the Focal Person registered which should be registered his/her CNIC No. and name; and iv. Valid and functional Email address; and	
4.	i. Please provide, in original, the bids security instrument amounting to as mentioned in Terms & Conditions of the bidding document along with the Financial Proposal in the sealed envelope in the form of valid Call Deposit Receipt from a scheduled Bank of Pakistan in the name of Hospital Director MTI-BKMC, SWABI. Important Note: Please also provide a photocopy of the same bids security document in the sealed envelope of technical Proposal.	
5.	Please provide copies of the following Tax related valid documents: i. National Tax Number (NTN) of the Firm for Income Tax, and ii. Last year Income Tax Return of the Firm; and iii. Active Taxpayer on FBR Registration Certificate; and	
6.	The Firm should provide copies of the following documents also: i. Duly photo copy of C.N.I.C of Executive / Authorized Representative ii. Valid drug retail sales licensed on FORM 9 and 11 (Retailer) & 12 iii. Qualified Person CV, C.N.I.C along with educational credentials and copy of Pharmacy Category issued by Pharmacy Council of Pakistan. iv. Record of Utility bills of the firm.	

7. 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: _____

After Pre-Bid

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 medicines, surgical disposables, medical devices, non-drug items, cotton & related items, etc.}

To: *[Name and address of Procuring Agency]*

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 bid are not more than a MRP in case of registered drugs and in case of non-drugs items (NDI), 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]*

Bid Form-3 (i)
AFFIDAVIT (on Judicial Stamp Paper)

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

- 1) We have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of this SBD.
- 4) The undersigned are also eligible Bidders within the meaning of the Standard Bidding Documents.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) 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.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) That undersigned has not employed any child labor in the organization/unit.
- 9) We understand that the Selection and Rate Contracting Committee of the Procuring Agency is not bound to accept the lowest or any other bid they may receive.

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

Signatures with stamp

Name: _____

Designation: _____

CNIC No. _____

For Messrs. [*Name of Supplier*]

Bid Form-3 (ii)
AFFIDAVIT (on Judicial Stamp Paper)

The bidding Firm should also provide an Affidavit to undertake on Judicial Stamp Paper of the value of at least Rs. 100/- (Rs. One Hundred Only) to the effect that:

- i. They have carefully read the whole set of Standard Bidding Documents for this bidding competition and that they have fully understood and agree to the terms and conditions, evaluation criteria, mechanism of evaluation & selection of items for which the Firm has applied for competition; and
- ii. They fully understand and agree that the bidding competition for which they 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
- iii. They shall provide to the inspection team/s of expert/s authorized for the purpose by the Hospital Director; an uninterrupted and free access to all relevant documents, sections of the facilities / unit, storage and warehousing facilities as well as any other area relevant, as deemed appropriate by such team for their purpose of visit/s.
- iv. 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 the MTI BKMC and/or Government of Khyber Pakhtunkhwa, Health Department, confiscation of bids security and / or any other lawful action as deemed appropriate by the MTI BKMC, including that to be taken in concert with the Provincial Drug Control or any other body / entity of the Federal Government; and
- v. They have fully understood that no such documents shall be entertained by the Procuring Agency, which is issued after due date of Bid opening.
- vi. They have fully understood that for status of Bank transaction statement the closing date is bid/tender advertisement date.

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

Price Schedule format for Financial Bid of MTI BKMC, THQ Topi and THQ Chota Lahore SWABI for the year 2023-24

The Bidder shall provide maximum discount offer on the firm's official letter head.

Lump Sum Discount offered by bidder for MEDICINES For MTI BKMC, THQ Topi and THQ Chota Lahore SWABI for the year 2023-24
We are offering a Lump Sum Discount of _____ % (In Figures) _____ (In Words)

Note: Make Sure Discount Inclusive of all Taxes.

Lump Sum Discount offered by bidder for SURGICAL DISPOSABLES, MEDICAL DEVICES, NON-DRUG ITEMS, COTTON AND RELATED ITEMS For MTI BKMC, THQ Topi and THQ Chota Lahore SWABI for the year 2023-24
We are offering a Lump Sum Discount of _____ % (In Figures) _____ (In Words)

Note: Make Sure Discount Inclusive of all Taxes.

Bid Form-5
INTEGRITY PACT (on Judicial Stamp Paper)

Declaration of Fees, Commission and Brokerage Etc. Payable by LP Suppliers of Medicines, Surgical Disposables, Medical Devices, Non-Drugs Items, cotton & related items for MTI BKMC SWABI 2023-24

In response to advertisement related to the bidding process / competition regarding purchase and supply of drugs, non-drugs and surgical disposable items for 2023-24 for MTI BKMC SWABI, I, Mr. _____ s/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:

1. [*Name of Supplier*] has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from MTI BKMC/Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by MTI BKMC/GoKP through any corrupt business practice; and
2. 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 BKMC/GoKP, except that which has been expressly declared pursuant hereto; and
3. 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 BKMC/GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty; and
4. 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 BKMC/GoKP under any law, contract or other instrument, be voidable at the option of MTI-BKMC/GoKP; and
5. That notwithstanding any rights and remedies exercised by MTI BKMC/GoKP in this regard, [*Name of Supplier*] agrees to indemnify MTI BKMC/GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to MTI BKMC/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 MTI-BKMC/GoKP.

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)

Bid form-6

MTI BKMC RATE CONTRACT AGREEMENT (for successful bidders)

THIS RATE CONTRACT AGREEMENT is made and agreed today on _____ day of [Month], 202 between the MTI BKMC through Hospital Director (*hereinafter referred to as the Procuring Agency or the first party, which expression shall, where the context admits, be deemed to include the assignee/s of the provincial Government of Khyber Pakhtunkhwa*); and Messrs. [Name of Supplier/Local Purchase Vendor] through Mr.

Designation _____
CNIC No. _____, (*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 Agency has made a bidding competition for selection and rate contracting of Local Purchase (L.P Regular & Casualty Medicines, SSC, PBM, Zakat and Lissail-e-WalMahroom etc.) for medicine (*hereinafter referred to as goods*) for actual purchases of the selected and rate contracted goods to be made by the MTI-BKMC (*hereinafter called the Procuring Agency or Procuring Agency where the context so admits*); and

WHEREAS the Supplier declares that he is valid retailer under the Drugs Act 1976 and rules frame there under; and WHEREAS both the parties have agreed that the Procuring Agency shall purchase all or some or none of the goods from the Supplier at the sole discretion of the individual Procuring Agency; and

1. The Supplier agrees to take full responsibility of the validity and implications, that may arise in future, of declaration as submitted by him through an affidavit on judicial stamp paper along with the Bid Form-1 of the SBDs along with his bid; 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 Agency 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.
2. The Supplier shall supply the ordered goods to the concerned Procuring Agency at the Pharmacy Department. MTI BKMC Swabi. And The facility of supplies must be available round the clock (24 hours a day and seven days a week) including calendar gazette holidays.
3. The facility of supplies must be available round the clock for 24 hours, 7 days a week throughout the year. In case of vendor selected in the premises situated beyond 200 meters' radius of the hospital will have to occupy/establish a facility within the 200-meterradius of the hospital for facilitation of patients, license /registration on its own name (third party authorization is not allowed).
4. The Supplier shall be solely responsible for the safe and appropriate method and mode of transportation, loading and / or unloading at the time of delivery to the destination address indicated by the Procuring Agency.
5. The Supplier shall also ensure the advanced mode of communication and latest technology (Internet, Phone or whatever the case may be etc.) for placing orders.
6. The Supplier shall be solely responsible for 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 goods till the time of delivery and the consequences arising therefrom, if any.
7. The Supplier shall not claim or charge any transportation, loading / unloading, labor or any other charges, whatsoever, related to or in the name of logistics, accidents, insurance, freight, toll tax, etc.
8. The Supplier shall supply all the goods in full conformity to the specifications as required by MTI BKMC Pharmacy Department.
9. Supplier shall supply to the Procuring Agency, the goods having maximum possible long expiry dates and/or acceptable to the Pharmacy Department MTI BKMC.
10. Supplier shall be responsible for removal of supply from Pharmacy Department in case of any Drug Recall from official sources and also shall not dispense the medication to patient on SSC and If the reason for recall is a threat to the health of patients who have received the product, details will be given to the physician of each patient involved for appropriate disclosure to the patient and changes in treatment. Medications dispensed to the patients will be identified through a computerized inventory system and the material will remain in quarantine until appropriate disposition orders are received from the manufacturer or other official sources.
11. 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 under any or all the applicable law/s, rule/s of the Government of Khyber Pakhtunkhwa, terms and conditions of the SBDs and the clauses of this contract agreement.
12. The Procuring Agency shall recommend legal / lawful action against the Supplier regarding non-supply, short supply, substituted supply, delayed supply or any other unlawful action / shortcoming, without prior approval/information from Pharmacy department, on the part of Supplier, pertaining to the Drugs Act 1976 and / or the execution of this contract agreement.

13. The Procuring Agency or its representative shall have the right to inspect the facility, premises, warehouse/s, godown/s etc. at any time during the financial year 2023-24 and/or till the execution given under this contract agreement by the Procuring Agency. If anything found in contravention of cGSP, clauses of Drug Act 1976, DRAP Act 2012 & rules framed there under, Drug Sales Rules 1982 as amended in 2017 or any act or rule were deemed necessary and/or this Contract Agreement the Procuring Agency shall have the sole right and authority to take any lawful action as deemed appropriate, against the Supplier.
14. The Supplier agrees that the contract shall remain valid till and up to 30th June 2024. The contract may be extended till finalization of the next tender if not finalized before 30/06/2024 due to unavoidable circumstances.
15. 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 Agency with regard to the execution of this contract agreement, the Supplier agrees to indemnify all of 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.
16. The supplier agrees to execute the contract strictly in accordance with the terms & conditions laid down in the contract, in case of failure or non-compliance, the security deposited shall be forfeited and/or the contractor should be blacklisted, or both or as the case may be.
17. The Procuring Agency as the case may be, 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. However, despite such negotiation if the Procuring Agency & Supplier have been unable to resolve amicably a contract dispute, either party may refer the case to Hospital Director, MTI BKMC Swabi for decision through MC with recommendation to Hospital Director for further approval.
18. The Supplier agrees to supply the required brand of all drugs recommended by MTI BKMC Pharmacy Department until and unless approved by the pharmacist/Prescribing Physician. In case the contractor provides brands of his own choice of higher rates than that of the demanded brand, the extra amount will be adjusted to the value of recommended brands accordingly.
19. The supplier further agreed that in case, they shall offer less discount in comparison to discount offered to other institution / hospitals situated in KP, the difference will be automatically deducted and adjusted in the bill, however, if any excess amount is paid, the same will also be deducted from the pending bills or security of the side firms.
20. The supplier agrees that All the LP orders shall be directly supplied to the Hospital Pharmacy through a nominated and authorized person of the staff from hospital pharmacy and the contractor. NO supply shall be given to any private, unauthorized or chit bearer at any cost. All the LP orders must be approved by the Hospital Director or any other designated person nominated by his office. Furthermore;
 - a. The contractor will depute his staff to collect local purchase orders for Inpatients from the Hospital Pharmacy with in the office timings and must deliver these on the same day.
 - b. The contractor must note down the Batch No., Expiry date and MRP on the Indent form for the requested items.
 - c. The contractor will submit the bills on WEEKLY basis for payment along with warranty and will also provide the company invoices, and/or Product/package for verification of MRP Values. Overcharging if any, found at any stage shall be liability for compensation to the Hospital even if the contract is expired or if the bills are under processing.
21. In case of nonpayment of the bills if any, the Contractor shall continue the delivery of the Medicines, Surgical Disposables, Medical Devices and Non-Drug Items and shall not stop the supply on the pretext for reasons of nonpayment of bills, however smooth cycle of the supply and paying back to the Contractor will be secured through the fool proof mechanism which shall not lead to any ugly situation in any shape to safeguard interest of the institution.
22. In case of non-availability of demanded brands of Medicines, Surgical Disposables, Medical Devices, and Non-Drug Items in the local market, the Contractor shall immediately communicate it in writing with reason to the concerned officer for an alternate remedy in the interest of patient care and treatment.
23. The MTI BKMC shall be bound to deduct discount at the rate of _____% (inclusive of all applicable govt. taxes and duties) on (MRP) for drugs and current market rates for the surgical disposables and non-drug items. The suppliers agree that to pay all the duties and/or taxes required to be paid in compliance to relevant laws in prescribed manner.
24. In case of non-supply of the demanded items, the MTI BKMC shall have right to make alternative arrangement at the risk and cost of the Contractor which shall be,
 - a). arrangement of required items by the Hospital and payment for it by the Contractor.

b). Claim or deduction from the bill equal to amount paid over and above the approved rate to make the losses compensated.

c). In case of substitute Medicines, Surgical Disposables, Medical Devices, and Non-Drug Items supply or any default by the Contractor, the MTI BKMC upon report by the doctor or the pharmacist shall impose penalty which will be forfeit of the bid Security.

25. Both the parties agree that the Hospital Director in the capacity of being the overall head of the MTI BKMC or Manager Pharmacy, has the authority to regulate, if deemed appropriate, under the provisions in the SBDs, through imposing restrictions and / or classifying and / or grouping any demanded item/s for stopping, increasing or decreasing the purchase of such item/s by the Procuring Agency to rationalize and / or control the use and / or misuse of such item/s.

Signature
Hospital Director MTI BKMC
For and on behalf of MTI BKMC SWABI,

Signature:
Name:
Designation
CNIC No.
Stamp:
For and on behalf of successful Bidder

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

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

Bid form-7 Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business MTI Bacha Khan Medical Complex Swabi must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with MTI Bacha Khan Medical Complex Swabi's conflict interest policies as stated within the certification section below.

If a vendor has a relationship with MTI Bacha Khan Medical Complex Swabi official or employee or an immediate family member of MTI Bacha Khan Medical Complex Swabi official or employee, the vendor shall disclose the information required below.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No MTI Bacha Khan Medical Complex Swabi official has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No MTI Bacha Khan Medical Complex Swabi's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
3. No retired or separated MTI Bacha Khan Medical Complex Swabi official or employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in vendor's company.
4. No MTI Bacha Khan Medical Complex Swabi or employee is contemporaneously employed or prospectively to be employed with the vendor.
5. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any MTI Bacha Khan Medical Complex Swabi official or employee to obtain or maintain a contract.
6. Please note any exceptions below:

Vendor Name	Vendor Phone Number
Conflict of Interest Disclosure *	
Name of MTI Bacha Khan Medical Complex Swabi official, employees or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee _____ <input type="checkbox"/> Interest in vendor's company _____ <input type="checkbox"/> Other _____

I certify that the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative

Date

Printed Name of Vendor Authorized Representative

Procurement Use Only

____ Yes, named employee or official was involved in the procurement process or decision.

____ No, named employee or official was not involved in the procurement process or decision.