



Institute of Kidney Diseases
Government of Khyber Pakhtunkhwa
Bidding Document
FOR
Pharmacy Services Contract Tender
FOR ONE CALENDER YEAR

Instructions to Bidders (ITB)

(A) **General:**

Scope of Bid

- 1 Institute of Kidney Diseases Hayatabad invites bids for to outsource Fair Price Pharmacy Services on rent basis.

2. Source of Funds

Institute of Kidney Diseases

3. Eligible Bidders

3.1 This Invitation for Bidders (IFB) is open to all eligible registered Service Providers Bidders

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

4. Corruption and Fraud.

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

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

4.3 bid of the firm will be rejected if the already in litigation with IKD in any court.

5. Single Bid Offer

If a single bid offer submitted for Services, the purchase committee may consider it if fulfilling the requirement criteria.

(B) The Bidding Procedures:

1. The Governing Rules.

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

2. Applicable Bidding Procedure.

The bidding procedure is governed by the Chapter 3, Rule 14 Para (2)(B) Single Stage- Two Envelop for Fair Price Pharmacy Services.

Preparation of Bids

(C) The Bidding Documents:

1. Contents of the Bidding Documents

The Bidding Documents must include.

A) Income Tax Registration Certificate

B) Sales tax registration Certificate.

C) Professional Tax Registration Certificate

D) Registration with Khyber Pakhtunkhwa Revenue Authority (KPRA).

E) Attachment of Original CDR in Favour of Director Institute of Kidney Diseases equal to three Month rent offered.

F) Bidder must not be blacklisted in any Govt. (Federal, Provincial or Local) or a public sector Organization.

Besides these with all services the mandatory required documents as criteria are mentioned.

2. Language of Bids.

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

3. Bid Price

3.1 The Bidders should quote the prices of the Services according to the scope of services demanded; different from the required Services shall straightway be rejected.

3.2 The Bidder is required to offer a competitive price which must include all the taxes, levies, duties, prescribed prices. the offered quoted price shall be considered as inclusive of all prevailing taxes/duties, etc.

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

3.4 While making a rent quote, trends/inflation in the rate of services in the market should be kept in mind. No request for decrease in rent will be consider till the contract periods.

4. Bid Currencies

Rent shall be quoted in Pakistani Rupees.

5. Format and Signing Of Bids

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

5.2 No hand written bid will entertain, and will be rejected.

5.3 The original bid shall be typed shall be signed by the bidder or a person or persons duly authorized to bind the bidder to Contract. The person or persons signing the bid shall initial all pages of the bid form.

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

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

(D)Submission of Bids

1. Sealing and Marking of Bids

A. The envelops shall be marked as **“Quotation for Fair Price Pharmacy Services”** in bold and legible letters to avoid confusion.

B. the Bid is Single Stage- Two Envelop basis so the Bidders, shall sealed the documents required in Technical Criteria and Mark the Envelop as Technical Offer, while Financial Offer on letterhead with

CDR equal to 3 Month rent offer shall be sealed in other Envelop and mark as Financial Offer. Both separate envelopes Technical & Financial shall be sealed in an outer envelope marked as "**Quotation for Fair Price Pharmacy Services**".

2. Late Bids

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

3. Withdrawal of Bids

3.1 The Bidder may withdraw its bid only prior to the deadline prescribed for opening of bids.

3.2 No bid may be withdrawn after opening of bid and deadline for the expiration of the period of bid validity specified. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder.

(E) Opening and Evaluation of Bids

1. Opening of Bids by Procuring Agency

1.1 All bids received, shall be opened by the Tender opening committee publicly in the presence of the Bidders or their representatives on 25/11/22 at 10:30 AM at Conference room of IKD, while a pre-bid meeting will be held on 16/11/22 at 10:00 A.M

1.2 All Bidders in attendance shall sign an attendance sheet.

1.3 The Purchaser shall open one bid at a time and read out aloud name of the Bidder.

1.4 Bid shall be rejected at the time of bid opening, if have no CDR.

1.5 detailed checking will be done after bid Opening, and concern firms will be informed about deficiency.

2. Clarification of Bids

During selection process of the bids the Purchase Committee may, at its discretion, to ask the bidder for a clarification/Submission of documents and the response shall be in writing and no change in

the prices or substance of the bid shall be sought, offered or permitted.

3. Examination of Financial aspects of Bids

3.1 In the rate offered, the arithmetical errors shall be rectified on the following basis.

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- b) If the Bidder does not accept the correction of the error, its bid shall be rejected, and its Bid Security may be forfeited.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.
- d) A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.
- e) The procurement cell will prepare the comparative statements of the product and purchase committee approved the items.

4. Re-Bidding

4.1 If the Purchase Committee has rejected all bids under Rule 47, it may call for a re-bidding Khyber Pakhtunkhwa Public Procurement of Goods, Works & Services Rules 2014.

(F) Award of Contract

1. Competent Authority Right to Exclude an Item

The competent Authority reserves the right at the time of Purchase process to exclude a service from the list.

2. Notification of Award

2.1 The notification of the award shall be issued to concern firm for the contract between the competent authority and the successful Bidder.

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

3. Signing of Contract

- I. After the completion of Contract Negotiations the Purchaser shall send the Bidder the Contract Agreement. Within one week of the receipt of the Contract Agreement Form, the successful Bidder and

- the Purchaser shall sign the Contract in accordance with the legal requirements in vogue.
- II. Unless the procurement contract has already entered into force a contractor or supplier feeling aggrieved by the Order of a Purchaser accepting a bid may file an application for review.
 - III. If a successful Bidder, after completion of all codal formalities show an inability to sign the Contract then its Bid Security shall stand forfeiture and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently. In such situation the Purchaser may award the Contract to the next lowest evaluated Bidder or call for a new bid.
 - IV. The Contract shall become effective upon affixation of signature of the Purchaser and the selected Bidder on the contract document, shall be governed for the period of one Calendar year from the that of taking charge.
 - V. The contract should be signed on Stamp paper of Rs.100 dully attested by 1st class magistrate and notary public.

6. Terms and condition and Contract of fair price pharmacy

- I. The contract will act as subject the provision of Drugs Act 1976.
- II. The Drug Sale License will be responsibility of the contractor to get for Fair Price Pharmacy within one month time positively.
- III. The contract agreement will be initially for one Calendar year from the date of taking premises; any how the Director IKD has the discretionary power to may extend the contract for another year only on satisfactory performance or not extend.
- IV. In case of violation of any term of contract or if deemed necessary for some other reason, hospital authority reserves the right to terminate the contract with an advanced notice of 30-days.
- V. Monthly rent shall payable in advance on 5th of each month. In case of default of payment 3% penalty will be imposed for the 1st month and 5% Penalty for the 2nd Month. If not deposited the 2Month rent, contract will be terminated and CDR equal to 03 Month rent will be forfeited.
- VI. The Pharmacy department & Therapeutic Committee of IKD will keep a check and control according to Drug Act 1976 related to medicines of Fair Price Pharmacy.
- VII. The contractor will make available sufficient stock of medicines as per list provided by hospital administration and will also provide medicines as prescribed in terms of its strength, state and trade name, while contractor shall not change the prescription.
- VIII. The fair price pharmacy will serve round the clock 24 hours, 7 days of week and 365 days of year. Fair Price Pharmacy will open on Public Holidays, Eids holidays Etc.

- IX. The contractor will not take part in any strike or other such activities that affect supply of medicines to patients.
- X. The contractor shall be liable to make available lifesaving drugs at all times.
- XI. The staff present on duty shall be qualified and at least one pharmacist must be available 24 Hourly in the morning, evening, and night shift and on call.
- XII. Stock of the medicines shall be maintained in such a way that efficacy and potency of medicines is not compromised.
- XIII. Cold chain shall be strictly followed where required.
- XIV. The customer shall be provided with a printout, stating date and time of transaction, the name of medicines, strength, dose and total number along with the amount paid.
- XV. In case of non-consumption of medicines, the pharmacy will be bound to receive unused medicines with proper receipt issued by pharmacy.
- XVI. Complete state of hygiene and scientific storage shall be observed as per provided SOP.
- XVII. In case of Force majeure (un-seen calamities), the loss incurred by the contractor shall be his responsibility and no claims shall be made or entertained against the hospital.
- XVIII. In case of any violation of contract, Drug Act 1976, or giving false information, hospital authority reserves the rights to terminate the contract.
- XIX. In case of any disputes the arbitrator will be appoint on mutual understanding whose finding / recommendation will be placed before director IKD, whose decision shall be final.
- XX. In case of non-availability of any Medicines/drugs, non-availability certificate shall be produced from the concerned manufacturer or Authorized distributor/importer.
- XXI. The contractor shall not sublet the pharmacy to other contractor, otherwise contract will be terminated and CDR shall be forfeited.
- XXII. The contractor will not be allowed any structure changes in the allocated area without written permission from the competent authority.
- XXIII. The contractor will not be allowed for any advertisement of their name in hospital premises or use the name of IKD outside for their own advertisement.
- XXIV. The hospital authorities shall have complete power to recover Arrears/loss caused by contractor in any way through appropriate order by the competent authority.

Evaluation Criteria for Establishment of Fair Price Pharmacy

#	Parameters	Sub-parameters	Marks
Legal Requirement			10
1		Sales Tax Registration Certificate	Mandatory
		NTN Registration Certificate	Mandatory
		Registration with Khyber Pakhtunkhwa Revenue Authority	Mandatory
		Certificate on Stamp Paper for not Black Listing of Firm by any Government/Semi Government Organization	Mandatory
		Non-Shareholder certificate, that no employee of IKD Peshawar is shareholder in my business	Mandatory
		Discount on retail prices at least 10%	Mandatory
The firm bid will be not consider for further evaluation if any of above documents/offer is missing/ not provided or not offer.			
		Most recent Sales Tax Return from FBR last one year	3
		Income Tax Returns of last three years	3
		Bank Statement of the Firm Last 2 years	4
2	MARKET EXPERIENCE		10
	To be verified from Valid Documentary Proof	1. 8-10 years experience	10
		2. 5-7 years experience	7
		3. 3-4 years experience	4
		4. 1-2 years experience	2
3	EXISTING RETAIL PHARMACY NETWORK		10
	To be verified from Valid Documentary Proof	i. 5 or more Pharmacies	10
		ii. 3-4 Pharmacies	8
		iii. 1-2 Pharmacies	4
4	ANNUAL TURNOVER OF THE BIDDER		10
	Annual Turnover of the bidders having retail chemist outlet	Rs. 50 Million onwards	10
		Rs. 40 to less than Rs.50 million	8
		Rs. 30 to less than Rs.40 million	6
		Rs. 20 to less than Rs.30 million	4
		Rs. 10 to less than Rs. 20 million	2
5	HUMAN RESOURCE CAPACITY		14
	Attached Copies of the Degrees, Category and Contract agreement of the concern employees	04 Pharmacist	8
		06 Pharmacy Technician	6
6	Innovation		5
	Computerized Inventory and Financial Management System available		
7	Existence of Bidders Presence in Peshawar		5
	Existing business operation include medicines, medical consumables and surgical items		
8	Work Plan		6

	Mention details work plan for running Pharmacy in terms of Human Resources, equipment & Others.	
9	Discount on retail price A/maximum discount x30 A= discount offer by firm	30
	TOTAL MARKS	100

Total Marks in Technical Criteria: **100**

Qualifying Percentage in Technical Criteria: **70%**

Qualifying Marks: **70**

#	Parameters	Sub-parameters	Marks
	Price		
		Highest rent offered bidder will be selected among qualified firms	



Director
Institute of Kidney Diseases
Peshawar

