



STANDARD BIDDING DOCUMENTS

PROCUREMENT OF CABG PACKAGES
at Karachi Institute of Heart Diseases, KMC
for the Financial Year 2024-2025 through Zakat Fund

NIT Reference No.	ED/KIHD/KMC/1752/24, Dated: 09-12-24
Cost of Tender Document	Rs. 2,000/- Two thousand only. (Non-refundable)
Tender Procedure	Single stage – one envelop procedure, SPPRA-2010, Rule 46(1)
Tender Obtaining Date and Time	From the date of publishing on Website last date 27-12-2024 (during office hours)
Tender Submission Date and Time	Until 28-12-2024 at 01:30pm
Tender Submission Place	ED Secretariat, 3 rd Floor, KIHD, KMC
Tender Opening Date and Time	28-12-2024 at 02:00pm
Tender Opening Place	Conference Room, 3 rd Floor, KIHD, KMC



KARACHI INSTITUTE OF HEART DISEASES

KARACHI METROPOLITAN CORPORATION

ST-15, Block-16, Near UBL Sports Complex, Federal B. Area, Karachi-75950, Sindh, Pakistan
UAN: 021-111-123-749, Website: www.kihd.edu.pk



BIDDING DATA

Procuring Agency:	Karachi Institute of Heart Diseases
Address:	St-15, Block 16, F.B. Area, Karachi
Name of Item:	Procurement of CABG Packages
Bid Validity:	90 Days
Bid Security:	2% of quoted rates
Date of Submission:	28-12-2024 at 01:30pm
Date of Opening:	28-12-2024 at 02:00pm
Performance Security:	10% of contract value
Bidding Procedure:	Single Stage – Ono Envelope procedure
Evaluation of Bid:	Most advantageous bid



IMPORTANT NOTE:

This Invitation for Bids is open to all Manufacturers/authorized distributors and in case of imported goods, their Sole Agents / Importer in Pakistan, for supply of Drugs / Surgical Items on Free Delivery to Consignee's end basis. The importer / sole agent must possess a valid authorization from the Foreign Principal / Manufacturer and drugs sale license issued by the competent authority in Pakistan and in case of manufacturer they should have a documentary proof of valid drugs / surgical items manufacturing license. All national firms duly registered with relevant tax and other authorities as required under the Federal and/or Sindh Government's laws, statutes, rules and relevant instructions (consistent with Sindh Public Procurement Rules (SPPR), 2010 amended up to date, and instructions contained in this document).

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the documents to be used for the procurement of CABG package to be purchased under this Invitation for Bids.

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued in accordance with Rule 2 (q) of Public Procurement Rules 2010 (amended up to date) and or blacklisted by any other procuring agency in the country.

Applicability of Sindh Public Procurement Rules, 2010:

This Bidding Process will be governed under Sindh Public Procurement Rules, 2010, as amended from time to time and instructions of the Government of the Sindh received during the completion of the project.

Type of Open Competitive Bidding:

As per Rule 46 (1) of SPP Rules, 2010, Single Stage - One Envelope Procedure shall be followed. This is as follows:

- i. Notice Inviting Tenders and bidding documents of this method shall contain the following eligibility criteria;
 - a. relevant experience at least three (03) years;
 - b. turn-over of at least last three years minimum 2 million;
(Copy of last financial audit report done by ICAP/SBP registered audit Firm/Company or tax return)
 - c. registration with Income Tax, Sales Tax or SECP;
 - d. last three-year tax return and one year bank statement
 - e. three (3) performance certificates by the major clients where your company has been supplying CABG Packages in the last two years. (preferable Govt. Hospital)
(Verifiable documentary evidences like commercial invoices / purchase orders / delivery challan clearly indicating Brand along with the summary of quoted product)
 - f. past performance of the bidder (execution of supply order) w.r.t quoted product i.e. goods supplied within prescribed delivery period.
(Certificate issued by Head of Institutions from any public sector cardiac institution / cardiac units in tertiary care hospital / private cardiac hospital.)
 - g. any other factor deemed to be relevant by the procuring agency subject to provision of Rule 44; (b)



- ii. each bid shall comprise one single envelope containing the financial proposal and required information mentioned at clause (a) above;
- iii. all bids received shall be opened and evaluated in the manner prescribed in the Notice Inviting Tenders or bidding document.
- iv. Company profile including details of infrastructure, staff with contact Nos., List of equipment and number of offices/branches available with address and contact details.

Clarification of Bidding Documents:

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid; Provided further that any clarification in response to a query by any bidder shall be communicated to all parties who have obtained bidding documents without disclosing the name of bidder who has raised the query.

Amendment of Bidding Documents:

At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment. All prospective bidders that have received the bidding documents shall be notified of the amendment in writing or by phone, and shall be binding on them. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

Language of Bid:

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of Interpretation of the Bid, the translation shall govern.

Bid form:

The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the drugs/surgical items to be supplied, a brief description of the drug(s)/surgical items, their country of origin (if applicable), quantity, and prices.

Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration / correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red / yellow marker.

The bidder should quote the prices of goods according to the strength / technical specifications as provided in the Form of Price Schedule and Technical Specifications. The specifications of goods, different from the demand of bid enquiry, shall straightway be rejected.

The bidder is required to offer competitive price. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes



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shall be passed on to the Procuring Agency.

Prices offered should be for the entire quantity demanded; partial quantity offers shall straight away be rejected. Conditional offer shall also be considered as non-responsive bid.

While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods shall be entertained.

Deadline for Submission of Bids:

Bids must be received by the Procuring Agency at the address specified in Bid Data Sheet, no later than the time and date specified in the Bid Data Sheet.

The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Late Bids:

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

Modification and Withdrawal of Bids:

The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Agency prior to the deadline prescribed for submission of bids.

No bid shall be modified after the deadline for submission of bids.

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security.

Opening of Bids by the Procuring Agency:

The Procuring Agency shall open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

The financial bids found having without Bid Security (Earnest Money) shall also be returned unannounced to the bidders; even they qualified in the evaluation of technical proposal. However, prior to return to the bidder, the Chairman of the Purchase Committee shall record statement / reason on such bids.

Clarification of Bids:

During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of



the bid shall be sought, offered, or permitted.

Preliminary Examination:

The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Arithmetical errors will be rectified on the following basis. If that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security shall be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.

The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.

If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and shall not subsequently be made responsive by the Bidder by correction of the nonconformity.

Contacting the Procuring Agency:

No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing. Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the bidder's bid. Canvassing by any bidder at any stage of the Tender evaluation is strictly prohibited. Any infringement shall lead to disqualification.

Qualification & disqualification of Bidders:

The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by him concerning his qualification was false and materially inaccurate or incomplete.

Framework Contract:

Procuring agency has to make similar procurements at different intervals in a defined period of time and it expects better price because of economies of scale, it may enter into a framework contract at specified prices during that defined period.

Framework Contracts shall be concluded following open competitive bidding with one or more bidders to provide a range of goods, works and services over a defined period of time not exceeding one year.



Award Criteria:

The Procuring Agency shall award the contract to the successful Bidder whose bid has been determined to be the most advantageous bid.

Procuring Agency's Right to Vary Quantities at Time of Award:

The Procuring Agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity specified in the Schedule of Requirements without any change in unit price or other terms and conditions. The increase in quantity, however, shall not exceed fifteen percent.

Notification of Award:

Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing, by issuing letter of acceptance indicating that its bid has been accepted.

The notification of award shall constitute the formation of the Contract.

Upon the successful Bidder's furnishing of the performance security the Procuring Agency shall promptly notify each unsuccessful Bidder and shall discharge its bid security.

Signing of Contract:

At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

Within fourteen days, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring Agency.

If the successful bidder, after completion of all Codal Formalities shows inability to sign the Contract then their Bid Security / Earnest Money to the extent of proportionate percentage shall be forfeited and the firm shall be blacklisted minimum for two years. In such situation, the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.

Performance Security:

Within seven (07) days, or any other period specified in Bid Data Sheet, of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the performance security 10% of contract award price in form of pay order/demand draft in favor of KIHD, KMC

Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring Agency may make the award to the next most advantageous Bidder or call for new bids.



TERMS & CONDITIONS

1. The Bid process shall be governed by the SPPRA Rules 2010 amended time to time.
2. Income Tax and other all relevant taxes will be deducted according to the government rules.
3. A separate contract agreement shall be done on stamp paper between KIHD and the successful bidder.
4. The Bid must contain BID SECURITY @ 2% of the total offered bid amount in shape of bank draft/pay order (in original) in favor of KIHD, KMC without earnest money the bid will not be entertained.
5. Only one rate for each position as per bid specification is acceptable, no alternate rate(s) will be accepted.
6. Over-writing, cutting, erasing in the Bid Document should be avoided, if there is any over-writing, cutting, Bid will not be considered.
7. The bid will be valid for 90 days from the date of opening of the bid.
8. The Procuring Agency (i.e., KIHD, KMC) reserves the right to increase/decrease (up to 15%) quantities of originally specified in the BOQ (Bill of Quantities) without any change in unit price or any other terms and conditions at any time during the contract period as per relevant Rules of SPPRA-2010 amended time to time.
9. All required items shall be quoted in PAK RUPEES.
10. Registration certificate with Ministry of Health / Drugs License (if applicable).
11. The Contractor will submit bill(s)/invoice(s) after deliver items to store and duly signed by store In-charge delivery challan and submit to Account department for payment.
12. Bidders should attach affidavit (Rs.100/- stamp paper) on prescribed format attached as Annexure-A.
13. Successful bidder shall provide performance security @ 10% of the total bid value on the Contract Agreement.
14. If any holiday falls on the opening day of bids, it will be opened on the next working day.



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15. The rates of each Category should be written in figures as well as in words. Arithmetical errors will be rectified, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price shall be corrected. In case of discrepancy the price in words will be authenticated and final.
16. The bidder shall bear all costs / expenses associated with the preparation and submission of the bid(s) and the Procuring Agency shall in no case be responsible for those expenses.
17. Bidder should provide legible/clear copies of documents, also page numbered should be written on each and every page otherwise their document not be considered.
18. The Procuring Agency (i.e. KIHD, KMC) reserves all the rights to reject any/all bid(s) at any time subject to relevant provision of SPPRA Rules 2010 amended time to time.
19. Any liability arising on this institute or any other taxes pertaining to bidder/firm in the tenure of contract with this institute shall be deducted from the bills of the contractor and if the full amount is not recovered then the same shall be recovered from the Performance security of the contractor.
20. In case of any deviation / dispute between Hospital Authority / and the contractor, the decision of competent authority (ED, KIHD, KMC) shall be final and will not be challengeable at any forum or Court of Law.
21. In case of any dispute and till its decision by competent authority contractor will not stop the work. In case of failure the deduction from the remunerations will be made accordingly along with cancellation of contract.



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Description of Package Items		
Sr. No.	Product	No. of Units
1	Inj: Adrenaline	12Nos.
2	Inj: Calcuim Sandoz	02Nos.
3	Inj: Aminophylin	02No.
4	Inj: Cardioplegia H	04Nos.
5	Inj: Mepressor	02Nos.
6	Inj: Magnisium Sulphate	02Nos.
7	Inj: Heparin	03Nos.
8	Inj: Protamine Sulphate	10Nos.
9	Inj: Propofol	03Nos.
10	Inj: Pyrolate N (Orange)	02No.
11	Inj: Nospa	01No.
12	Inj: Solucartif 100	02Nos.
13	Inj: Kinz 20mMg(Brooks Company)	04Nos.
14	Inj: Dormicum/Medazolam	04Nos.
15	Inj: G.T.N. Vial(10MI)Nitronal/10MI	10Nos.
16	Inj: Lasix	15Nos.
17	Inj: Apresoline/HCL	02Nos.
18	Inj: Calcium Chloride (Hawards)	02No.
19	Inj: Mylon/Soda Bi Carb 50 ml	12Nos.
20	Inj: KCL Stralized non Pyrogenic (Yellow)	15Nos.
21	Inj: Atropine	03No.
22	Inj: Xylocaine (Plane)	02No.
23	Inj: Transamine 500Mg	08Nos.
24	Inj: Pyrolate G Black	01No.
25	Inj: Toradol	03Nos.
26	Inj: Foran	01No.
27	Inj: Ringer Solution 500ML	08Nos.
28	Inj: Ringer Lactate 1000ML	08Nos.
29	Inj: Normal Saline 1000ML	08Nos.
30	Inj: Normal Saline 500ML (Hatuska)	02Nos.
31	Inj: Manitol / Medisol 20% Manitol	01No.
32	Inj: 25% D/Water 20ML (Green)	02Nos.
33	Inj: Voren(Phlogin)75 mg	04Nos.
34	Inj: Haemaccel(Gelafusion)	03Nos.
35	Inj: Phenylphenerine/Syfrine	02No.
36	Inj: Metacolon(original)	01No.
37	Inj: Gentacin	01No.
38	Inj: Tracurium (5ML) / Acuran	08Nos.
39	Crape Bandage 6"	02Nos.
40	ETT 7No.	01No.
41	ETT 7.5No.	01No.
42	HME Filter	01No.
43	Suction Catheter 14Fr	02Nos.
44	Urine Bag	01Nos.
45	Folys Catheter(silicon) 18Fr	02No.
46	ECG Electrode	12Nos.



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47	Diathermy Pencil	01No.
48	Diathermy Tip Cleaner	02No.
49	Diathermy Pad(Dalyco)	01No.
50	Opsite28/45L Smith and Nephew (Orange Colour)	02Nos.
51	Chest Tube 32Fr + 28Fr (pacific hospital)	02+01 Nos.
52	Dial Flow	02Nos.
53	Mepore 9/35	01No.
54	Surgical Gloves 7Nos. Comfort / Candal	08Pairs
55	Surgical Gloves 7.5Nos. Comfort / Candal	15Pairs
56	Surgical Gloves 8 Comfort / Candal	02Pairs
57	Surgical Gloves 6.5 Comfort / Candal	02Pairs
58	Top Gloves Box Latex/Powdered	01 box
59	Surgical Blade 11No. fether	02Nos.
60	Surgical Blade 15No.	02Nos.
61	Surgical Blade 20No.	02Nos.
62	Prolene 7/0cc(Ethicon W-8704)	01No.
63	Prodek 6/0(8mm)(DW 9139D)	06Nos.
65	Prodek 6/0(10mm)(DW9149DS)	06Nos.
66	Ethibond 3/0(DW7382)	08Nos.
67	Ethibond 4/0 (DW7021)	02Nos.
68	Steel Wire No.5(DT 1798H) Ethicon Comp	1.2 No.
69	Vicryl 1R/B(VCP359)	08Nos.
70	Nylon Tape	02No.
71	Bone Wax(CLINIWAX 2.5G)	02No.
72	Lega Clip LT 200	10Nos.
73	Atrovant/Atem	10No.
74	Pacing Wire(TPS159)	1.2 No.
75	Xylocaine Jelly	02Nos.
76	NG Tube 18Fr(candal)	01No.
77	D/Syrge 50cc Lever Lock	06Nos.
78	D/Syrge 01cc(29/30) Single Pack	03Nos.
79	D/Syrge 5cc	30Nos.
80	D/Syrge 10cc	25Nos.
81	D/Syrge 20cc	06Nos.
82	I.V. Chamber	02Nos.
83	Drip Set / IV Set	06Nos.
84	3way Stop Cock	08Nos.
85	HPL(Preline Plus)	08Nos.
86	CVP Line Triple Lumin(B Braun)	01No.
87	I.V. Cannula 16Fr	03No.
88	I.V. Cannula 14Fr	01No.
89	I.V. Cannula 18Fr	01Nos.
90	I.V. Cannula 20 x 2" long length	03Nos.
91	Pyodine Scrub	02Nos.
92	Pyodine Solution	01No.
93	Paper Tape 3"(ST310)(NITO)	02Nos.
94	Paper Tape 1"(ST310)(NITO)	02Nos.
95	Mask Box Dori	01Box
96	Cap Box Dori	01Box
97	Silk 2/0 St(DW 8573U)	02No.
98	Vicryl 2/0 St	05Nos.



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99	3 Way Extension	02Nos.
100	Silk 1 Tie(SK13 x 6601)	03Nos.
101	Aortic Root Needle	01No.
102	Aortic Root Cannula 24Fr + 21 Fr Leva Nova	½ + ½ No.
103	Silk 1 N723 Niddle	06Nos.
104	Mount Catheter	01No.
105	Gluco Strip (easymax)	10Nos.
106	Inj: Falgan	02Nos.
107	Inj: Aventrix/Rocephine	07Nos.
108	Inj: Grasil(500Mg)	07Nos.
109	Inj: Decadron	04Nos.
110	Inj: Normal Saline 100ML	02No.
111	Inj: Vancomicin 1Gm	01No.
112	Inj: Avil 10MI	04Nos.
113	Chest Drain Bottle (2000ML)Mediline	01No.
114	D/Gloves (Polythene)	01Bag
115	Surgicell(Gc-540)/Ethicon W1912	01No.
116	Two Stage Venous Cannula(special case) 36/51 Fr	1No.
117	Femoral Sheath 6F	0.25Nos.
118	Splro Meter(Three balls)	01No.
119	Chest Binder(Adult)	01No.
120	Inj. Norpine	02No.
121	Vicryl 2/0 R.B	01 Nos.
122	Inj: Dopmain	01 No.
123	Inj Merelone	01 No.
124	Inj Isoptin	01 No.
125	Inj: Cordone	01 Nos.
126	Teflon Pleget Soft	01 No.
127	Inj.Titen	04 No.

PROCUREMENT OF CABG PACKAGE: FINANCIAL OFFER

SINGLE PACKAGE COST: _____

TOTAL REQUIRED QUANTITY: 10 CABG Packages

TOTAL OFFERED AMOUNT: _____

Name of Firm/Supplier: _____

Bid Security Draft No. _____ Dated: _____

Rs: _____ (In words) _____

(Signature of bidder & Company Seal)

Executive Director
Karachi Institute of Heart Diseases
KMC



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ANNEXURE – A

(On 100 stamp paper attested by Notary public)

CERTIFICATE

I _____ M/s. _____ registered Address _____
_____ CNIC No. _____
Contact No. _____ is hereby certified that our firm M/s. _____
have never been suspended, black listed, changed the name of company, defaulter or given any
unsatisfactory performance by any government, Semi Government or any autonomous body.

I _____ M/s. _____ is hereby confirm that
we agreed and understand all the terms & conditions as laid down in the enclosed bid document
provided by KIHD, KMC, Karachi.

I _____ M/s. _____ confirmed that in case
of violation of terms and condition of the bid, above mentioned certificate or any misinformation
provided by us our firm M/s. _____ security deposit /earnest money may be
forfeited and any action i.e. for suspension / blacklisting of firm / etc., may be taken/initiated against us
and it would not be challenged by the firm at any government department or court of Law.

SIGNATURE WITH STAMP AND THUMB IMPRESSION

NAME: _____

DESIGNATION: _____

CNIC #: _____



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ANNEXURE – B

SPECIMEN FOR AUTHORIZATION LETETR BY MANUFACTURER / IMPORTER FOR THEIR DISTRIBUTOR:-

I/We, M/S..... hereby authorize

M/S..... Address..... as
our authorized Distributor for Karachi Institute of Heart Diseases for the financial year of 2024-25.

I/We give undertaking that if there is any sub-standard, misbranded or contaminated and short supply of medicine(s) item(s) by our Distributor, I/We shall be responsible for the same. I/We also undertake that we have read and understand the terms and conditions of the tender enquiry.

Signature of Manufacturer / Importer Name &
Designation..... Address
.....

NOTE:

- All the above said instructions must be read carefully for compliance.
- Department reserved the right to ask and verify and document related with manufacturing of item, to assess the quality.



CONTRACT AGREEMENT

(For successful bidders)

THIS CONTRACT AGREEMENT is made and agreed today on _____ day of [Month], Year between the KIHD, KMC (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 KIHD, KMC); and Messrs. [Name of Supplier] 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 for drugs/medicine, surgical disposables and other non-drug items (hereinafter referred to as goods) for actual purchases of the selected and rate contracted goods to be made by the offices / officers of the KIHD, KMC (hereinafter called the Purchasing Agency or Purchasing Agencies where the context so admits); and

WHEREAS the Supplier declares that he is not a broker, middle-man, and he has won the bidding competition for supply of goods.

WHEREAS the Supplier shall supply all the goods ordered by the Purchasing Agency to the latter in the quantity as mentioned in the supply order to be issued by the Purchasing Agency within the timeframe of this contract agreement; Now, therefore, both the parties mutually agree to enter into this contract agreement as under:

1. 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 Agency in accordance with the clauses of this rate contract agreement as well as relevant laws, rules and regulations of the Government of Sindh, as amended from time to time, to govern the situation/s.
2. The Supplier shall supply the ordered goods to the Purchasing Agency exactly at the address of the official premises situated as per contract agreement.
3. 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 Purchasing Agency 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.
4. 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.
5. All the goods supplied shall conform to the specifications approved by the Drug Regulatory Authority of Pakistan (hereinafter referred to as the DRAP).
6. In case of non-supply or delayed supply of replacement items, the Supplier shall be proceeded against under the Drugs Act 1976 as well as the penalties.



KARACHI INSTITUTE OF HEART DISEASES

KARACHI METROPOLITAN CORPORATION

ST-15, Block-16, Near UBL Sports Complex, Federal B. Area, Karachi-75950, Sindh, Pakistan
UAN: 021-111-123-749, Website: www.kihd.edu.pk



a. All the contravened stock of drug / medicine, shall be the case property under the Drugs Act, 1976, and in case its destruction is required to be undertaken by the Purchasing Agency or any other Agency authorized or specified for the purpose by the Purchasing Agency, all the costs involved in the execution of decision and destruction shall be borne by the supplier; and

b. The test / analysis report initially declared a drug item to be in contravention with the provision/s of Drugs Act 1976 and later on declared as of standard quality by the concerned Appellate Drugs Testing Laboratory, the same item shall be returned to the supplier after seeking advice from the Procuring Agency, if its replacement has already been made by the Supplier to the Purchasing Agency.

7. Supplier shall supply the freshly manufactured goods having maximum possible long expiry dates (at least 1 year) to the Purchasing Agency.

8. In case of taking any action contravening to any provision/s of the Drugs Act 1976, the Supplier shall render himself liable to such action/s as deemed appropriate and taken against him by the Procuring Agency under this contract agreement and / or under the Drugs Act, 1976.

9. The items supplied shall be placed by the Supplier on their official websites indicating name of items, name of manufacturer / importer, Invoice No., Warranty & Date, Registration No, Batch No., Quantity, Price & Expiry date of the supplied goods and Following words shall be printed and stamped with indelible ink prominently in English "FOR KIHD PATIENTS, NOT FOR SALE" Outside and inside the packing on all goods.

10. The Procuring Agency for taking 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 Agency 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 Sindh, 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.

11. The Supplier agrees to the following conditions related to packing, packaging and labelling of the goods to be supplied to Purchasing Agencies under this contract agreement. Each item shall be supplied to Purchasing Agency in the packing and packaging unit as approved and registered by the DRAP.

12. The Procuring Agency or its representative shall have the right to inspect the manufacturing facility, premises, warehouse, godowns, laboratories etc. at any time during the financial year 2024-25 and/or till the execution of supply orders given under this contract agreement by Purchasing Agencies Sindh. If anything found in contravention of cGMP, clauses of Drug Act 1976 and/or this Contract Agreement the Procuring Agency shall have the sole liberty to take any lawful action as deem appropriate, against the supplier which may include but not limited to cancellation of supply order/ orders given to the suppliers by the Purchasing Agencies as well as imposition of penalties, forfeiture of supplied stock, forfeiture of performance guarantee and /or earnest money as the case may be, stoppage and/or recovery of payment made to the supplier.

13. PERFORMANCE GUARANTEE: Upon receipt of supply order from the Purchasing Agency, the Supplier shall submit Performance Guarantee to the former, amounting to ten percent (10%) of the total value of each individual supply order, which shall be returned to the Supplier upon request after the successful finalization of the process of procurement by the Purchasing Agencies.

14. WARRANTY:

The supplier shall provide warranty on prescribed form (2A), in accordance with the Drugs Act, 1976. to the Purchasing Agency for each item supplied in response to supply orders.



15. PAYMENT SCHEDULE:

Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the Supplier to the Procuring Agency immediately after complete supply of stock. 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 Sindh on any supplied / purchased item.

16. FORCE MAJEURE:

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

b. The Procuring Agency, 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 Agency and / or Purchasing Agency shall, in no case, be responsible or held responsible for any complications in making payments to Supplier by the Purchasing Agency 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.

17. PENALTIES:

The Supplier must extend the expiry of goods supplied to the procurement agency.

18. 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 Agency and / or Purchasing Agency 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 KIHD, KMC 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 Agency or any of the Purchasing Agencies.

19. RESOLUTION OF DISPUTES:

a. The Purchasing Agency 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.

Signature:

Karachi Institute of Heart Diseases,
KMC

Signature:

Supplier



KARACHI INSTITUTE OF HEART DISEASES KARACHI METROPOLITAN CORPORATION

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INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC, PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS

Contract Number: _____
Contract Value: _____
Contract Title: _____

Dated: _____

M/s. _____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing M/s. _____ represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations 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 KIHD, KMC except that which has been expressly declared pursuant hereto.

M/s. _____ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with KIHD, KMC and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

M/s. _____ accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right and remedies available to KIHD, KMC under any law, contract or other instrument, be voidable at the option of KIHD, KMC.

Notwithstanding any rights and remedies exercised by KIHD, KMC in this regard, M/s. _____ agrees to indemnify KIHD, KMC for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to KIHD, KMC in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s. _____ 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 KIHD, KMC.

M/s. _____

Executive Director, KIHD, KMC