

INVITATION FOR BIDS – SECOND TIME TENDER

MTI-Hayatabad Medical Complex, Peshawar

“Treatment of Poor Cancer Patients”

Procurement of Anti-Cancer Medicines For Financial Year 2021-22

1. Govt. of Khyber Pakhtunkhwa Health Department, through MTI-Hayatabad Medical Complex (HMC), Peshawar, invites sealed bids under National Competitive Bidding from eligible bidders (manufacturers or authorized importers) registered with Drug Regulatory Authority of Pakistan (DRAP) to procure anti-cancer and related medicines. Unregistered medicines shall not be accepted.
 2. The Project “Treatment of Poor Cancer Patients” envisages Provision of Access to Cancer Treatment (PACT) to all cancer patients of Khyber Pakhtunkhwa Province. Under this Project, free treatment with high quality medicines is being provided considering the hardships faced by cancer patients and their families due to extremely high cost of cancer medicines.
 3. The bidding procedure shall be governed by Rule 6 (2) (a) “Single Stage; Single-Envelope Procedure” of Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014, on FOR, for the financial year 2021-22. **Bid Reference No:** PACT/2nd Tender/2021-22.
 4. Bids for this second time tender must be delivered at the address given below at or before 12:00 pm on **Wednesday 03 November 2021**. Late bids will be rejected as per KPPRA rules. Bid Security amounting to 2% of the total bid value (or Rs. 100,000 in case of products where quantity is not mentioned) shall be submitted from the account of the firm/bidder/contractor who submits the bid in the name of Hospital Director, MTI Hayatabad Medical Complex, Peshawar, is required to be submitted with the bid.
 5. Bidding documents can be obtained from HMC website given below.
 6. Rates approved shall remain effective till June 2022.
 7. No conditional bids shall be accepted.
 8. Firms must be on FBR active tax payer list and must provide details of NTN, Sales Tax, Income Tax, Professional Tax. Taxes shall be deducted as per Government rules.
 9. Those bidders who have already submitted technical and other related documents in first tender (July 2021) do not need to submit them again. They should mention this on their cover letter/letter of intention. New financial bid must be attached afresh.
 10. Bids will be opened in the presence of the bidders or their authorized representatives, who choose to attend, at **12:15 pm on 03 November 2021 (Wednesday) at Auditorium/ Conference Room, Hayatabad Medical Complex (HMC), Phase-IV, Hayatabad, Peshawar.**
 11. Bidders are requested to give their best and final unit prices as per the specifications as no negotiations on the prices are allowed (except for proprietary products).
- Note:** Competent Authority has the right to reject any or all bids by assigning reason under Rule 47 of KPPRA Rules 2014.

PROF. ABID JAMEEL

FOCAL PERSON, TREATMENT OF POOR CANCER PATIENTS, PESHAWAR

Address for depositing bids: **Medical Oncology Department,**
MTI-Hayatabad Medical Complex, Phase-IV, Hayatabad, Peshawar, Pakistan
Telephone(s): +92-91- 9217140-45 Fax Number: +92-91-9217363
Email: fp.pact.kp@gmail.com www.hmckp.gov.pk

BID COVER SHEET

Bid Ref. No. -----

Date-----

Name of the Supplier/Importer/Manufacturing Firm: -----

Address:-----

E-mail: _____

Phone: _____

Fax: _____

Bid Security.

Bid Security attached with the Bid

YES

NO

Bid for:

⌚ All Items mentioned in the Schedule of Requirements.

⌚ Selected Items from the Schedule of Requirements¹.

List of Selected Items: *(In case the Bidder has opted to bid for Selected Items, please type the Serial No². and the name of the Items selected for Bidding. Use additional Sheets if Required)*

S. No.	Name of the Item

Signed:

Dated:

Official Stamp:

Attachment³:

¹ In case a bidder is bidding for only some of the items mentioned

² The Serial No. of the item as mentioned in the bid.

³The Attachment must be made with the Bid Cover Sheet.

BID FORM 1

Letter of Intention

Bid Ref No.

Date of the Opening of Bids

Name of the Contract: Procurement of Anti-Cancer Medicines For Project "Treatment of Poor Cancer Patients"

**To: Focal Person, Treatment of Poor Cancer Patients,
Hayatabad Medical Complex, Peshawar**

Dear Sir/Madam,

Having examined the bidding documents, including Addenda Nos. *[insert numbers & date of individual addendum, if present]*, 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 price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements/contract agreement.

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the contract agreement.

We agree to abide by this bid, for the Bid Validity Period (ninety days) 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 Agreement 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.

We confirm that we comply with the eligibility requirements.

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 2

AFFIDAVIT/UNDERTAKING

We M/S , do hereby undertake that we are not involved in any litigation with any Government (Federal, Provincial), a local body or public sector organization and that:

- 1) We have carefully read the contents of Bid Documents for this bidding competition for procurement of anti-cancer medicines for the Project “Treatment of Poor Cancer Patients” at HMC, Peshawar for the year 2021-22, and that we have fully understood it and agree to the terms and conditions for selection of items/anti-cancer medicines for the firm has applied for completion and:
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods/medicines that we propose to supply under this contract are eligible goods.
- 4) The undersigned are also eligible Bidders.
- 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) We guarantee that the quoted items are and will be freely available in the market of Pakistan; and particularly the market of Khyber Pakhtunkhwa Province
- 9) We shall provide the evaluating teams authorized for the purpose by the Health Department Khyber Pakhtunkhwa; an uninterrupted and free access to all relevant documents, sections of the manufacturing facilities and warehousing facilities as well as other area relevant to the purpose of such teams in their opinion;

10) In case any documents submitted in relation to this bidding competition or any other 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 Government of Khyber Pakhtunkhwa, Health Department, confiscation of bid security and / or any other lawful action as deemed appropriate by the Government of Khyber Pakhtunkhwa.

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

Signed

Dated

BID FORM 3(A) (Form For Eligibility of Bidders – Check-list)

Name of the Firm:

Bid Reference No:

Name of firm:

Date of opening of Bid:

Documentary Evidence: Eligibility of the Bidders and Goods

Required Documentation	Details and attached documents with annexure
Valid Manufacturing License	
Valid Registration(s) of firm under Companies Ordinance	
Manufacturer's Authorization Certificate	
Affidavit/Undertaking (Attach original judicial stamp paper)	
Valid Import License (where applicable)	
DRAP Registration	
NTN Registration	
GST Registration	
Taxpaying Certificate	
Validity (Bid Validity will be 90 days)	
Delivery Time (45 days local and 60 days imported)	
Bid Security @ 2% from the account of firm/bidder/contractor in the name of Hospital Director, MTI HMC (Original) must be attached with bid/quotation (or Rs. 100000/- for items where quantity is not mentioned).	

BID FORM 3(B)

MANUFACTURER'S AUTHORISATION⁴

**To: Focal Person, Treatment of Poor Cancer Patients,
Hayatabad Medical Complex, Peshawar**

WHEREAS [*name of the Manufacturer*] who are established, reputable & Pre-Qualified Manufacturers of [*name and/or description of the goods*] having factories at [*address of factory*] do hereby authorize [*name and address of Supplier/ Agent*] to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. [*Reference of the Invitation to Bid*] for the goods manufactured by us.

We hereby extend our full guarantee and warranty for the goods offered for supply by the above firm against this Invitation for Bids.

Signature:-----.

Designation:-----

⁴This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

BID FORM 5

Price Schedule (To be provided to the Procuring Entity)

User Note: This form is to be filled by the Bidder and shall be submitted with Financial Proposal to the:

Focal Person,
Treatment of Poor Cancer Patients/PACT,
Hayatabad Medical Complex, Peshawar.

(Use additional Sheets if required)

Name of the Firm:

Bid.Ref.No:

Date of opening of Bid:

S. No.	Name of the Item	Unit Price (inclusive all applicable taxes)	Dosage of the Item	No. of Units	Total Price	Discounts (if any)	Final Total Price (Inclusive of all taxes)
1	2	3	4	5	6 3x5	7	8 6-7
1							
2							
3							
TOTAL							

FINAL TOTAL PRICE: -----

DISCOUNT⁵:-----

FINAL QUOTED PRICE: -----
(Col 6- Col 7)

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

⁵ If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.

LIST OF MEDICINES REQUIRED FOR SECOND TENDER 2021-22
(Expected Quantities of Medicines)

<u>Cancer-Related Drug Name</u>	<u>Expected Quantities</u>
Inj. Bortezomib 2 mg/3.5 mg	500 vials
Inj. Bleomycin 15mg	250 vials
Inj: Mitomycin 10 mg	75 vials
Inj. Mitomycin 2 mg	100 vials
(a) Inj. Cyclophosphamide 1gm	1000 vials
(b) Inj. Cyclophosphamide 500 mg	3500 vials
Inj: Dactinomycin 500 microgram	50 vials
Inj: Daunorubicin 20 mg	1000 vials
Tab. Lenalidomide 10 mg and 25 mg	100 packs
Inj. Dacarbazine/DTIC 200 mg	600 vials
Inj: Etoposide 100 mg	750 vials
Inj: 5FU 250/500 mg	500/750 vial each
(a) Inj: Ifosfamide 1 gm	2000 vials
(b) Inj: Ifosfamide 2 gm	500 vials
Inj. PEG-Asparaginase 3750 mu	20 vials
Inj. L-Asparaginase 5000 units	150 vials
Inj: Mesna/Uromitoxan 400 mg	8000 vials
Inj. Vincristine 1mg	1500 vials
Inj. Vincristine 2 mg	500 vials
Inj: Vinblastine 10 mg	200 vials
Inj: Methotrexate 50 mg	500 vials
Inj: Methotrexate 500 mg	200 vials
Inj: Methotrexate 1 gm	200 vials
Inj. Calcium Folate 50 mg	2500 vials
Cap. ATRA 10 mg	1000 capsules
Tab. Cyproterone acetate 50 mg	250 packs
Inj. Liposomal Cisplatin 150 mg	50 vials
Inj. Filgrastim 300 µg	2300 vials
Tab. Medroxy Progesterone Acetate 500 mg	300 packs
Tab. Thalidomide 100 mg	2000 Tablets
Tab. Methotrexate 10 mg	1000 tablets
Tab. Mercaptopurine 50 mg	4000 tablets
Inj. Liposomal Doxorubicin 20 mg	150 vials
(a) Inj. IL-11 3 mg	100 vials
(b) Inj. IL-11 1.5 mg	100 vials

Tab. Cyclophosphamide 50 mg	3000 tablets
Tab. Melphalan 2mg/5 mg	3000 tablets
Tab. Chlorambucil 2mg/5mg	2000 tablets
Inj. Thrombopoeitin	50 vials
Inj. PEG Interferon	400 vials
(a) Inj. Epirubicin 10 mg	100
(b) Inj. Epirubicin 50 mg	100
Tab. Flutamide 250 mg	1000 tablets
Inj. Mitoxantrone 5 mg	50 vials
Inj. Mitoxantrone 10 mg	50 vials
Inj. Liposomal Amphotericin B 50 mg	50 vials
Tab. Sorafenib 200 mg	
Tab. Osimertinib 80 mg	
Inj. Denosumab 60 mg/120 mg	
Tab. Megestrol acetate 160 mg	
Inj. Pentostatin 10 mg	
Cap. Procarbazine 50 mg	
Cap. Baxoretene 75 mg	
Inj. Cladribine 10 mg	50
Tab. Abiraterone acetate 250 mg	18000 tablets
Tab. Gefitinib 250 mg	
Inj. Brentuximab 50 mg	
Cap. Crizotinib 200 mg and 250 mg	
Tab. Idelalisib 150 mg	
Inj. Ipilumomab 50 mg and 200 mg	
Inj. Panitumomab 100 mg and 400 mg	
Inj. Pembrolizumab 100 mg	
Cap. Pomalidomide 4 mg	
Tab. Ponatinib 15 mg and 45 mg	
Tab. Regorafenib 40 mg	
Inj. Nab-Paclitaxel 100 mg	
Tab. Vemurafinib 240 mg	
Tab. Cabozantinib 20 mg, 40 mg, 60 mg	
Inj. Nivolumab 10 mg/ml	
Inj. Ofatumomab 20 mg/ml	
Cap. Ixazomib 3 mg and 4 mg	
Cap. Ibrutinib 140 mg	
Cap. Ceretinib 150 mg	
(a) Tab. Morphine Sulphate 10 mg	
(b) Tab. Morphine Sulphate 30 mg	

Inj. Morphine Sulphate 10 mg	
Tab. Dasatinib 50 mg	
Tab. Olaparib 150 mg	
Cap. Olaparib 50 mg	
Inj. Fulvestrant 250 mg/500 mg	

Exact quantity of products to be purchased will be decided on need basis and orders placed as required. Orders for quantity given above may vary according to number of patients and available funds.

Unregistered medicines shall not be accepted.

CONTRACT AGREEMENT

THIS CONTRACT is made at on ---- day of 2021, between the MTI-Hayatabad Medical Complex, Peshawar, (hereinafter referred to as the “Purchaser”) of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Purchaser invited bids for procurement of goods (drugs/medicines), in pursuance whereof M/s (*firm name*) being the Manufacturer/Authorized Agent of (*item name*) in Pakistan and ancillary services offered to supply the required item (s); and Whereas, the Purchaser has accepted the bid by the Supplier;

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

1. **The Contract:** The documents specified in the Bid solicitation Documents (BSD) 2021-22 (Second Tender) for the Project “Treatment of Poor Cancer Patients” by Purchaser shall be deemed to form and be read and construed as integral part of this Contract.

2. **Interpretation:** As per BSD 2021-22

3. **Term of the Contract:** This contract shall remain valid for [*Duration*] from the date of signing, unless amended by mutual consent.

4. **The Supplier declares as under:**

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

i. Without limiting the generality of the foregoing, [the Seller/ 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, with the object of obtaining or including the procurement of this Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Khyber Pakhtunkhwa, except that which has been expressly declared pursuant hereto.

ii. [*The Supplier*] certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Khyber Pakhtunkhwa and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

iii. [*The 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 right and remedies available to Procuring Agency under any law, Contract or other instrument, be voidable at the option of Procuring Agency.

iv. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, [The Supplier] agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [The 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 Procuring Agency.

v. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration, preferably with the Steering/Supervisory Committee of this Project/Arbitration or Grievance Redressal Committee of MTI-HMC or under the Arbitration Act of 1940 (As amended from time to time).

5. Items to be Supplied & Agreed Unit Cost: (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder.

(ii) Each Item supplied shall strictly conform to the Schedule of Requirements prescribed by the Purchaser against each item

(iii) The Unit Cost agreed in the Price Schedule, is inclusive of all taxation, duties and costs associated with transportation and other agreed incidental costs.

6. Shelf life of products supplied: Products must have long shelf-life/expiry more than 12 months or 80% in case of local manufacturers and 70% in case of importers. Final decision regarding shelf-life/expiry of products supplied shall be taken by the procuring entity/Focal Person. Decision regarding any relaxation in expiry date/shelf life shall be made by the procuring entity/Focal Person. The supplier is bound to replace near expiry drugs at its own cost and undertakes to replace near expiry drugs without any charges as and when indicated by the procuring entity, even after the expiry of this contract.

7. Payments: The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Special Conditions of contract in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract (and after deduction of all applicable taxes and duties etc).

8. Mode of Payment: All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier's name]

9. Payment Schedule: All payments to the Supplier shall be made in accordance with agreed Payment Schedule, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities.

10. Performance Guarantee/Security: (i) The Supplier, within 10 days of signing of this contract, or upon receipt of supply order, shall provide to the Purchaser a Performance Guarantee equivalent to 10% of the total Contract price on the prescribed format and in prescribed manner such as CDR or as communicated by HMC. This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract.

Alternately, the supplier may opt for deduction of 10% performance security/guarantee from the payment to be made to the supplier after delivery of goods/medicines at first order or through bank draft and shall remain valid for the rest of the contract period and all subsequent orders.

ii) Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause (i) above.

11. Penalties/ Liquidated Damages:

i) Wherein the Supplier fails to make deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract/Supply Order to the extent of undelivered portion of supplies shall stand cancelled.

ii) After the cancellation of the Contract/Supply Order, no supplies shall be accepted and the full amount of Performance Guaranty/Security shall be forfeited.

iii) If the Supplier fails to supply the whole consignment and not able to deliver, the entire amount of Performance Guaranty/Security shall be forfeited to the Government account and the firm shall be debarred minimum for one year for future participation. Penalty may be increased by Supervisory Committee in repeated cases or in case of serious breach of contract.

iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.

12. In case of late delivery of goods beyond the periods specified in the Schedule of Requirements/Supply Schedule mentioned in BSD and subsequent purchase order, a penalty @ 0.07% per day of the cost of total amount of late delivered supply shall be imposed upon the Supplier. After 75 days the order shall stand cancelled and Performance Security shall be confiscated by HMC – see section 11 above for details. Final decision regarding extension or cancellation of contract/ supply order shall rest with Focal Person of the Project.

13. The Health Department/HMC and the manufacturers / suppliers are bound to make sure the receipt of copy of Purchase Order to the Accounts Section, Hayatabad Medical Complex, Peshawar for consolidation of total supplies along with amount in PKR issued for preparation of annual procurement plan.

14. The batch no. raw material origin, and Laboratory Test result batch wise (if required by the Purchaser) shall be provided.

Those who do not fulfill the above criteria are liable to be proceeded against and be black listed for future bidding.

15. Notices: All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

For the Purchaser:

Focal Person - Hayatabad Medical Complex, Peshawar

Telephone(s) : +92-91- 9217140,

Fax Number : +92-91- 9217363

Email: : fp.pact.kp@gmail.com

For the Supplier:

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____(the place) and shall enter into force on the day, month and year first above-mentioned.

Signed/ Sealed: For the Purchaser.

Signature: _____

Name: _____

Designation: _____

Signed/ Sealed: For the Manufacturer/

Authorized Agent.

Signature: _____

Name: _____

Designation: _____