

**INVITATION FOR BIDS**

**Procurement of Designation of qualified hospitals to carry out medical investigations on behalf of Aeromedical Services, CAASL**

**IFB/SP/2023-01**

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# **Invitations for Bids**

1. Chairman, Departmental Procurement Committee (DPC), CAASL invites sealed bids from eligible qualified bidders for the designation of private hospitals to carryout medical investigations and health care on behalf of CAASL.
2. Bidding will be conducted through National Competitive bidding (NCB) process.
3. A complete set of Bidding Documents in English language can be collected by interested bidders on the submission of a written request and payment of a non-refundable fee of One Thousand Five hundred Rupees (Rs.1500/=) without VAT during the period between 17/01/2023 and 09/02/2023 on working days between 0900hrs and 1500 hrs from the above address. The method of payment will be by cash.

1. Eligible bidders may obtain further information relating to this bid from Environment Research, & Projects Section*, CAASL at No 152/1,Minuwangoda Road, Katunayake (Phone: 011 2358824* Bidding documents may be inspected free of charge at the above office.

4. The amount of Bid Security shall be Sri Lanka Rupees Twenty five Thousand (Rs. 25,000/=) from reputed bank from Sri Lanka approved by Central Bank of Sri Lanka. Bid security should be valid for not less than 120 Days from the date of bid opening.

5. A “Pre bid meeting” will be held on 20th January 2023 at 1000 hrs at the Head Office Building, at No 152/1, Opposite the Radar Hill, Minuwangoda Road, Katunayake.

6. Bids must be delivered to Chairman, Department Procurement Committee, Civil Aviation Authority of Sri Lanka, No 152/1, Minuwangoda Road, Katunauyake with the marking “Procurement of Designation of qualified hospitals to carry out medical investigations” at the top left-hand corner of the envelope on or before 1400 hrs of 10th February 2023.

7. The dead line for submission of bids will be 1400 hrs on 10th February 2023 and will be opened soon after the closing. Late bids will be rejected.

# **02. Terms and Conditions of the contract**

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## **2.1 Eligibility Criteria**

1. Bidders must acquaint themselves fully with the conditions of the Bid. No plea for lack of information or insufficient information will be entertained at any time.
2. The Bids and any contract resulting therefrom shall be governed by and construed according to the laws of Sri Lanka.
3. No Bid shall be considered unless all the conditions laid down in the document have been strictly fulfilled.
4. No interest shall be paid on any Bid Security.
5. Language - The Language to be used is English and correspondence between the bidder and procurement entity shall be in English.

## **2.2 Submission of Bids**

The bidder shall prepare an original and duplicate of the bids and the original and duplicate of the bids should be placed in separate envelopes and marked “ORIGINAL” and “DUPLICATE”. Both envelopes should be enclosed in one securely sealed cover, which should be marked *“*Procurement of Designation of qualified hospitals to carry out medical investigations” at the top left hand corner of the all envelops and the Bidder’s name at the bottom left hand corner of the all covers and addressed to **The Chairman, Procurement committee, Civil Aviation Authority of Sri Lanka, 152/1, Minuwangoda Road, Katunayake.** The bid should be submitted as per bid details given above.

* 1. **.1 Late Bids**

Any bid received to the Chairman, procurement Committee, after the deadline for submission of Bids, will be rejected and returned unopened to the Bidder. Postal or other delays will not be considered as valid reasons for acceptance of late Bids.

## **2.3 Offer Validity Period**

The offer should be valid until 120 days from the closing date of bids,any offer falling short of the validity period is liable for rejection.

## **2.4 Bid Security**

Each bid must be accompanied by a Bid Security for a sum Rs.50,000/= from reputed bank from Sri Lanka approved by Central Bank of Sri Lanka, valid until **120 days from the date of Bid opening** . The Bid Security of unsuccessful bidders will be returned to them within a month from the date of selecting of vendor to perform the contract. The successful bid, if withdrawn by the bidder is also liable for forfeiture of the Bid Security.

## **2.5 Preliminary Examination and Clarification of Offers**

CAASL will examine the bids to determine whether they are complete, any computational errors have been made, whether the documents have been properly signed, and the bids are generally in order and may at its discretion call clarifications from bidders in writing.

To assist the evaluation and comparison of offers, CAASL may, at its discretion, ask some or all of bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. If deemed necessary, the bidder is required to give a presentation on the proposed services offered.

## **2.6 Verification**

CAASL reserves the right to verify any or all statements made by the bidder in the Bidding document and to inquire from his clients, if necessary, to establish to its satisfaction the bidder’s capacity to perform the job.

## **2.7. Evaluation Criteria**

A combined evaluation of Technical and Financial bids shall be made. Technical bids have
70% and Financial bids have 30% weightage. In Technical bids must have to obtain 60% marks to declare as technically qualified.

1. **Available Specialties and Relevant Consultants & their qualification
(12 marks; 2 mark for each in a Department)**
2. **Available facilities for the medical investigations
(18 marks; 1 mark for each medical service)**
3. **Availability of courier service to deliver investigation reports (10 marks)**
4. **Availability of Corporate Counter for CAA Clients with Hospital Coordinator dedicated to AMS, CAA & CAA Clients(10 marks)**
5. **No. of Years since the date of establishment of hospital for providing medical facilities (5 marks, 1 mark for each year)**
6. **Availability of State of art laboratory facilities, theatre facilities and other Specialized Medical/surgical facilities (10 marks)**
7. **Availability of Specialized ophthalmic investigations ( 5 marks)**

## **2.8 .No Commitment to Accept Lowest Priced Bid or any Tender**

CAASL shall be under no obligation to accept the lowest priced bid or any other offer received in response to this IFB, and shall be entitled to reject any or all offers including those received late or incomplete offers without stating any reason whatsoever. CAASL reserves the right to make any changes to the terms and conditions of purchase. CAASL will not be obliged to meet and have discussions with any bidder, and or listen to any representations.

## **2.9 Acceptance of Bid**

On a Bid or any part there of being accepted, the Bidder will be notified such acceptance in the form of a letter of award to the address given by him whose bid or part thereof has been accepted.

Upon such notification the successful bidder shall be deemed to have entered into contract with the CAASL in the performance of the services for which his bid was accepted, on the basis of his Bid and he shall there upon be deemed to be the contractor for the performance of the services.

If the successful contractor fails to enter into a formal contract with CAASL within 14 days of notice as indicated above, his name will be placed on the list of defaulting contractors and the Company shall forthwith be entitled in its absolute discretion to make with such other person as it may think fit (whether with another bidder or not) at the risk and expense of the successful bidder, the arrangements required for the execution of the Contract for which the offer of successful bidder shall have been accepted and shall be further entitled to recover from the successful Bidder all losses, costs, damages and expenses which the Company may sustain in consequence of such failure. The Bidder shall be also forfeited the Bid security furnished by him along with the bid at the time of bidding.

## **2.10. Payment Terms**

1. The payment will be made within 15 days upon receipt of an official invoice from the Hospital in general.
2. Name of the patient, service provided, price and quantity of each medicine, test etc. will be described in the invoice by the selected Hospital.
3. Upon receipt of payment for services provided, the Hospital shall be obliged to provide an official receipt.

## **2.11. Period of contract**

# The period of Contract shall be initially for a period of one year .The service may be extended on the same terms and conditions for further one year, subjected to;

1. The Designated hospital makes a written request for such extension at least three months prior to expiry of period of the second year.
2. The Designated hospitals has rendered satisfactory services.
3. Other relevant factors considered by the CAASL.
4. Approval of the appropriate authority

**2.12 Disputes**

Any dispute of whatever nature arising from, out of or in connection with this agreement, on the interpretation thereof, or the rights, duties, obligations or liabilities of any party, or the operation, breach, termination, abandonment, foreclosure or invalidity thereof, shall be settled in accordance with the provisions of law governing like disputes and triable by court of law of The Democratic Socialist Republic of Sri Lanka

## **2.13. Termination**

2.13.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.13.1. In such an occurrence the Client shall give a not less than thirty (30) Days written notice of termination to the contractor, and sixty (60) Days in the case of the event referred to in (e).

1. If the contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.13 hereinabove, within thirty (30) Days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
2. If the contractor becomes (or, if the contractor consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
3. If the contractor fails to comply with any final decision reached as a result of arbitration proceedings.
4. If the contractor, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If, as the result of Force Majeure, the contractor are unable to perform a material portion of the Services for a period of not less than sixty (60) Days.
6. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract of giving prior notice & reasons to the contractor

2.13.2 By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) Days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.13.2:

1. If the Client fails to pay any money due to the Contractor pursuant to this Contract within sixty (60) days after receiving written notice from the Contractor that such payment is overdue.
2. If, as the result of Force Majeure, the contractor is unable to perform a material portion of the Services for a period of not less than ninety (90) Days.

2.13.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause 2.13 hereof, or upon expiration of this Contract pursuant to Clause 2.13.3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) any right which a Party may have under the Applicable Law.

2.15.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.13.1 or 2.13.2 hereof, the contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

With respect to documents prepared by the contractor and equipment and materials furnished by the Client, the contractor shall proceed as provided, respectively, by Clauses 6 hereof.

# **4. Technical requirements of the designated hospitals**

1. Hospital shall be registered in Private Health Services Regulatory Council (PHSRC) in Sri Lanka.

The below mentioned Medical tests/checks shall be done at the Hospital

1. UFR
2. Full Blood Picture
3. Full Blood Count
4. Fasting Blood Sugar
5. HBA1C
6. Liver Profile
7. Lipid Profile
8. Blood Group & RH Factor
9. VDRL
10. Chest X-Ray & Reporting
11. Audiogram(Pure tone Audiogram)
12. Tympanogram
13. ECG & Reporting
14. ECHO Cardiogram
15. 24 hour Halter Monitoring
16. 24 hour Ambulatory BP
17. Renal Profile
18. Full Ophthalmic examination & report
19. Availability of Specialized Consultations mainly for Ophthalmology, Cardiology, Endocrinology, Psychology, Nutritionology and ENT.

**4.1 Name of Different Departments along with Doctors & their Qualification**

a) Department of Cardiology

|  |  |  |
| --- | --- | --- |
| Sr. No.  | Name of Doctor  | Qualification |
|  |  |  |

**b)** ---------

1. Reference to above, hospital shall nominate qualified Consultants for CAA Designation.
2. Delivery of all reports to CAASL within stipulated time period as per the agreement.
3. The Hospitals shall agree to maintain a common medical data system which will be introduced by CAASL and shall upload all reports within stipulated time period.
4. Adhere to the CAASL conditions below when performing tests/Checks;
5. Shall have a process of identification of CAA Clients.
6. Perform tests/checks as per the CAA prescriptions not deviating to any alternative methods.
7. Shall have relevant Consultant’s authentication in each and every test/check reports.
8. Payments for the tests/checks to be collected from CAA Clients according to the agreed discounted rates in the bidding document.
9. The requisite medical tests/checks of CAA Client shall not be sub contracted to any third party without the written consent from AMS, CAASL.
10. Shall facilitate CAA Inspectors to inspect the Hospital facilities as and when required. And prior to renewal of the agreements.
11. Shall have designated counter and a Coordinator for CAA Clients and shall provide prompt & priority services.
12. Shall nominate a Hospital Coordinator for Aeromedical Services, CAA and shall be contactable at any time on office working days. If the Coordinator changes, the hospital shall inform AMS. CAASL immediately and provide contact details.
13. No. of Years since the date of establishment of hospital for providing Medical
Services
14. Special Hospital Facilities

# **5. Financial Requirements**

 **(All prices to be quoted in Sri Lankan Rupees.)**

1. Consultation fee by a Specialist Doctor

2. Consultation fee by a part time/visiting Specialist Doctor

3. Prices for different laboratory tests

**List of medical tests/Checks**

1. UFR
2. Full Blood Picture
3. Full Blood Count
4. Fasting Blood Sugar
5. HBA1C
6. Liver Profile
7. Lipid Profile
8. Blood Group & RH Factor
9. VDRL
10. Chest X-Ray & Reporting
11. Audiogram(Pure tone Audiogram)
12. Tympanogram
13. ECG & Reporting
14. ECHO Cardiogram
15. 24 hour Halter Monitoring
16. 24 hour Ambulatory BP
17. Renal Profile
18. Full Ophthalmic examination & report

7. Other charges if any;

Authorized Signature: ……………. .....................................

Company Seal: ……………………………………….

 Name: ……………………………………… Date: ………………………………...

# **6.** **Form: Bid Security (Bank Guarantee)**

(Enclosed *in envelope marked, “Envelope 1 – Qualification & Experience –Technical Bid”*)

Whereas, [name of Bidder] (hereinafter called “the Bidder”) has submitted his Bid dated …………….. [Date] for providing Services for [name of Contract] (hereinafter called “the Bid”).

Know all people by these presents that We ………………………….[name of Agency] having our registered office at …………………………..[address] (hereinafter called “the Bank”) are bound unto ………………………[name of Employer] (hereinafter called “the Employer”) in the sum of Sri Lankan Rupees ……………[The Bidder should insert the amount of the Guarantee in words and figures] for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this [day] day of [month], [year].

The conditions of this obligation are:

1. If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
2. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
3. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
4. fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
5. does not accept the correction of the Bid Price.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer’s having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him/her is due to him/her owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date [Usually 28 days after the end of the validity period of the Bid.] days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date…………………….. Signature of the Bank………………………

Witness………………….. Seal…………………………….

………………………………………………………………………………………………

[Signature, name, and address]

# **7.** **Letter of Acceptance**

[Address]

[Date]

Dear Sir,

**LETTER OF ACCEPTANCE**

I am pleased to inform you that the Department Procurement Committee of the Civil Aviation Authority of Sri Lanka has decided to award the contract for ………………………………………… to …………………… after the evaluating the bid dated …………………….that has been submitted by the ………………….. ………………………………………………….. .

Accordingly …………………………………… is hereby instructed to commence execution of the service specified in the bid document in accordance with the Contract Agreement which is to be entered between CAASL and …………………………………...

 Please acknowledge the receipt of this Letter of Acceptance by signing and returning same to us duplicate copy of this letter within seven days of receipt.

 Yours Faithfully,

Director General of Civil Aviation and

Chief Executive Officer