

46. Procedures of open competitive bidding - Save as otherwise provided in these rules,

Single stage – two envelope procedure

- (a) bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (b) envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (c) initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (d) envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- (e) procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- (f) no amendments in the technical proposal shall be permitted during the technical evaluation;
- (g) financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- (h) financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- (j) bid found to be the lowest evaluated or best evaluated bid shall be accepted.

TERMS & CONDITION:

1. The tenders shall be submitted with all documents in sealed envelopes, with sealing wax. The envelopes must contain tender inquiry No. on the top. The name of manufacturer and the supplier should be affixed on the face of envelopes at the left side.
2. Tenders must be filled in with Blue or Black ink in the column provided / on separate letterhead duly signed.
3. The tenders must be free erasing, cutting and over writing. In case of erasing, cutting and over writing, authorized person should initial it.
4. The rates of each item should be written in figure as well as in words. Arithmetical errors will be rectified on the basis: if there is discrepancy between the unit price and the total price 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 taken as authenticated and final.
5. Conditional tenders will be ignored and will not be considered/entertained/accepted.
6. The bid security amount for tenders of Medicines has been 2.5% OF THE QUOTED VALUE in form of pay order/bank draft/bank guarantee in the name of Medical Superintendent C.D.F. Hospital Hyderabad. .
7. Original purchase receipt must be enclosed with their offer and for alternate offer will be ignored.

8. The printed price list duly stamped & signed and the samples of the quoted item must accompany the bids.
9. The tendered rate should be inclusive of all taxes, Income & Sales Tax etc payable to Federal & Provincial Government or Local bodies and no claims on this account shall be entertained.
10. The bidder shall furnish General Sales Tax (GST) Registration Certificate of the firm failing which the offer will be ignored. In case the item is exempted from G.S.T either documentary evidence or certificate from competent authority shall be attached with the offer.
11. The bidder shall furnish copy of valid Professional Tax (Excise & Taxation) Certificate / Income Tax & Whole sale Drug License.
12. One **"SAMPLE TENDER PERFORMA"** is supplied with the list of items to be purchased. The items have to be quoted on the Performa, duly filled in stamped by the authorized bidder. No other Performa for tender will be accepted. Only those items shall be typed on the Performa for which the rates are to be quoted. In case of need of more Performa a photocopy can be used. Any alternation / correction must be initialed and each page is to be signed and stamped at the bottom.
13. Schedule is prepared with the generic name; however, the bidder may also mention the brand names against the generic one.
14. The dosage form, strength and pack size offered for bidding in the tender shall be those which are registered / approved by the Ministry of Health. The dosage form, strength and pack size quoted by the bidders shall confirm to the ones mentioned in the tender form.
15. Registration number, make or origin of the country of the drug must be mentioned for each item, for which quotation is given, otherwise it will not be considered. The supplier will also provide warranty at the time of supply of medicines.
16. Printed Price List shall submitted alongwith the tender. The quoted rates once offered by the firms will not be changed during the contract period during the current financial year.
17. Rates of infusion sets along with name of manufactures may also be quoted along with infusion, if infusion with drip set is required.
 - a. **SPECIAL CONDITIONS:**
18. Store is required immediately. The tenders may, however, give their short guaranteed delivery period by which the supply will be completed positively. No extension will be granted/accorded for the supply of initial quantity.
19. The Bidders shall quote their firm and final price both in figures & words on "Free Delivery basis to Consignee end.
20. At least 50% of the contracted quantity is required within one (01) month (for indigenous goods) and within tow (02) months (for imported goods) from the date of award of contract.
21. The tender is to be submitted by the manufacturer or the authorized sole distributor and the importer for the supply of durgs / medicines. The authorized distribution must submit authorization letter along with the contract agreement signed between manufacturer and authorized distributors on stamp paper of Rs.50/-

22. Distributor once nominated by the manufacturer will be for the whole contract period and manufacturer cannot change its distributor during the year in any case. In exceptional cases the tendering authority may approve changes.
23. No manufacturer shall authorize their distributor/agent/any firm or person to quote the same item, which the manufacturer is quoting itself in any tender. Failing those offers of both the manufacturer as well as other bidder shall be ignored.
24. The supplier shall furnish the certificate from the manufacturer on who's behalf they are participating to the effect that in case of the drug supplied declared sub-standard the participating firm as well as the manufacturer are equally responsible for legal consequences under purchase rules envisaging debarring, purchase of risk and cost and black listing.
25. The successful bidder shall pay the testing fees directly to the Provincial Drug Testing lab for the batches to be supplied and should supply extra quantity of drug/drug used for testing purpose.
26. The bidder shall confirm the refund of cost difference if the same medicine/drug is/was supplied at lower rates to any other Govt./Semi Government institution or Armed Forces in the province or out side for local manufacturers in the same fiscal year, if medicines are manufactured in Sindh and quoted rate to other Province is found lower then payment will be made on lower quotes rates to any province.

a. PURCHASER'S RIGHT TO VARY QUANTITIES.

27. The Purchase Committee reserves the right to increase/decrease or delete the quantities of medicines. Drugs/surgical/disposable items etc at the time of award of contract and also reserves the right to enhance the quantities of goods/service originally specified in the Schedule of Requirement without any change in unit price or other terms and conditions of goods at any time during contract period.

a. PURCHASERS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

28. The Purchase Committee reserves the right to accept or reject any bid, and to annual the bidding process and reject all bids at any time prior to contract award without thereby incurring any liability to the affected bidder or bidders, on the grounds for the Purchaser's action.

a. NOTIFICATION OF AWARD/ADVANCE CONTRACT.

- b. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing about the acceptance of the offer delivery by hand or by registered letter.

- c. The notification of award will constitute the formation of the contract.

d. AWARD OF CONTRACT & CONTRACT AGREEMENT.

29. Subject to the fulfillment of all codal formalities, the Purchaser will award the contract the successful Bidder whose bid has been determined to be qualified to perform the contract satisfactory. Both the parties i.e the Purchaser and the supplier will sign the Contract Agreement on the stamp per with stamp duties as per prevailing Govt tules the expenditure involved on the said contract agreement will be borne by the supplier.

a. PERFORMANCE SECURITY.

30. The successful tenderers will have to deposit with the Purchaser Security Deposits as under in shape of Call Deposit/Pay Order @ 5% of the value of Contract.

31. Same will be released after successful completion of stores, NOC from consignee and clearance certificate from Excise & Taxation department etc.

a. SHELF LIFE REQUIRED

32. Manufacturing and expiry dates will be written on the each pack. No drugs / medicines, surgical and disposable item will be accepted having expiry less than 80% of shelf life in case of local manufacturing and 70% shelf life for imported items. The firm will replace the drugs three months before its expiry on the request of the institute / hospital / district administration.

33. CRITERIA FOR EVALUATION OF BIDS.

- a. Quoted prices.
- b. Specification compliance.
- c. Delivery schedule.
- d. Registration by Regulatory Authority.
- e. License by Registration authority.
- f. Authority letter from manufacturer.
- g. Earnest money.

34. N.B Department reserve the right to ask and verify any document related with manufacturing of item, to assess the quality.

a. FEE OF AWARD OF CONTRACT.

35. Service Charges @ 0.25% of the value of the Contract will realized/charged by the District Account Officer Hyderabad, while making payment to the contractors for award of each contract and credited to the receipt Head.

a. UNDERTAKING.

36. I/We read/understand the conditions specified in the tender inquiry and undertake:-

- a. That I/We will remain bounded to supply any item as an additional quantity at the same rate on which said item I/We have supplied during the same financial year.
- b. That I/We agree whether our tender accepted for total, partial or enhanced quantity for all or any single item. I/We also agreed to supply and accept the said item at the rates for the supply of contracted quantity within the stipulated period shown in the contract.
- c. I/We understand and ensure for the supply of quality medicines. I/We also agree to supply the 100% additional quantity without any additional charges, if the supplies/part of the supplies declared sub-standard.
- d. I/We understand and confirm the refund of cost difference if the same medicines/drug is/was supplied at lower rates to any other Govt/Semi Govt: Institution, Armed Forces, in the province in the same fiscal year or to any other Province or Armed Forces in case medicines is manufactured within Sindh.
- e. I/We undertake that, if any of the information submitted in accordance to this tender enquiry found incorrect, our contract may be cancelled at any stage on our cost and risk.
- f. I/We undertake to the deposit the Drug Testing fees per batch to the Director PDI. Karachi and deposit directly to CDL if the assignment given to the CDL.

37. Tenders from all firms shall be accompanied by Earnest money @ 2.5 % of the value of stores quoted by them in form of Call Deposit / Pay Order.

Signature of Tenderer _____

Name & Designation _____

Address : _____

UNDERTAKING.

1. I/We read/understand the conditions specified in the tender inquiry and undertake:-
2. That I/We will remain bounded to supply any item as an additional quantity at the same rate on which said item I/We have supplied during the same financial year.
3. That I/We agree whether our tender accepted for total, partial or enhanced quantity for all or any single item. I/We also agreed to supply and accept the said item at the rates for the supply of contracted quantity within the stipulated period shown in the contract.
4. I/We understand and ensure for the supply of quality medicines. I/We also agree to supply the 100% additional quantity without any additional charges, if the supplies/part of the supplies declared sub-standard.
5. I/We understand and confirm the refund of cost difference if the same medicines/drug is/was supplied at lower rates to any other Govt/Semi Govt: Institution, Armed Forces, in the province in the same fiscal year or to any other Province or Armed Forces in case medicines is manufactured within Sindh.
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M/s