

Tender No. 02

**OFFICE OF THE
POLICE SURGEON
HYDERABAD**

*Please visit @ Sena
23701
15.05.15*

**BIDDING DOCUMENTS FOR PROCUREMENT OF
CONSUMABLE (OTHER MISC) ITEMS
FOR ADDITIONAL POLICE SURGEON HYDERABAD
YEAR 2014-2015**

A: Instructions to Bidders. (ITB)

INTRODUCTION

1. SOURCE OF FUND

- 1.1 The Government of Sindh has allocated funds for procurement of Consumable items for Office of the Police Surgeon Hyderabad during the financial year 2014-15.

2. ELIGIBLE BIDDERS

- 2.1 This invitations for Bids is open to all original Manufactures, within Pakistan and abroad, and their Authorized Agents/Importers/Suppliers /Distributers of National and multinational.
- 2.2 The Agents/Suppliers/ Distributors / Importers must possess valid authorization from the Manufactures, In case of Manufactures, they should have documentary proof to the effects that they are the original Manufacturers of the required specifications of the goods.
- 2.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent Practices issued by any Government (Federal or Provincial), a local body or a Public sector organization.
- 2.4 The bidders should have operational office (s) in Pakistan and possess financial sustainability to meet timely supply of Goods.

3. ELIGIBLE GOODS

- 3.1 Offered goods should be registered with the Ministry of Health, Government of Pakistan:
- 3.2 Goods should be Packed and transported in a material that meet international standards:
- 3.5 Goods should be transported from the Manufactures to the consignee's end strictly in compliance with the standard rules and regulations relating to the transportation and maintenance.

THE BIDDING PROCEDURE

4. Single stage-Two Envelopes Bidding Procedure.

- 4.1 Single Stage –two envelopes bidding procedure shall be applied:
- 4.2 The bid shall comprise a single package containing two separate envelopes. Each envelops shall contain separately the technical proposal and the financial proposal:
- 4.3 The envelopes shall be marked as “**TECHNICAL PROPOSAL**” and “Financial proposal” in bold and legible letters to avoid confusion.
- 4.4 Initially, only the envelope marked “**TECHNICAL PROPOSAL**” shall be opened:
- 4.5 The envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of the purchaser without being opened:
- 4.6 The Purchaser shall evaluate the technical proposal, without reference to the financial proposal and reject any proposal which does not conform to the specified requirements:

- (b) Documentary evidence to the effect that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (c) Documentary evidence to the effect that the goods to be supplied by the Bidder are eligible Medicines as defined in Clause-3 and conform to the bidding documents; and
- (d) Bid Security.
- (e) Copy of valid Registration from Manufacturer.

9. BID PRICES

- 9.1 9.1 The Bidder shall indicate in the attached Performa of Price schedule the unit prices and total bid price of the goods it proposes to supply under the Contract
- 9.2 Performa of Piece Schedule is to be filled in very carefully, preferable typed any alteration/correction must be initialed.
- 9.3 The Bidder should quote the Price(s) of goods according to the strength/technical specification as provided in the Performa of price schedule and Technical Specification.
- 9.4 The Bidders is required to offer very competitive price(S). All Price (s) must include the General sales Tax (GST) (if applicable) and other Government taxes and duties, where applicable, if there is no mention of taxes the offered /quoted price will be considered as inclusive of all prevailing taxes /duties the benefits of exemption from or reduction in the GST or other taxes during the contract. period shall be passed on the purchaser.

10. BID CURRENCIES.

- 10.1 Prices shall be quoted in Pakistani Rupees.

11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 11.1 Documentary evidence should be submitted by the bidders along with the technical proposal to prove their eligibility and qualifications to perform the contract to the purchaser's satisfaction in the light of the following criteria:
 - (i) In the case of supplier/Agent/ Distributors/Importer shall be to produce letter of authorization from the Manufacturer;
 - (ii) National Tax number (NTN) and General Sales Tax Number (if applicable) The Bidder will be provided documentary proof of being a tax payer and having a sound financial status.
 - (iii) The Bidder /Manufactures will submit an affidavit on legal stamp paper of Rs. 100/- to the effect that their firm has not been blacklisted in the past on any ground by any Government (Federal or Provincial), a local body or a public sector organization , The Bidder will be debarred from the bidding process for submitting a false statements.
 - (iv) Consumable items for which it has quoted rates in the financial proposal.
 - (v) Copy of Professional Tax Certificate issued by Excise and Taxation Department.
 - (vi) Copy of manufacture license & Valid Drug sale License distributors.
 - (vii) Original price list must enclosed mentioning MR and Trade Price (T.P)

12. BID SECURITY

- 12.1 The Bidder shall furnish, as part of its financial Proposal, a Bid Security (Earnest Money) in the specified in SCC. Unsuccessful bidder's Bid Security will be returned soon after approval of the successful Bidder or expiry of the validity. The successful Bidder's Bid Security will be discharged upon signing of contract and furnishing the performance Security bond. duly guaranteed by a schedule bank.
- 12.2 The Bid Security is required to products the purchaser against the risk of Bidder's conduct which would warrant the Security's forfeiture:

- 12.3 The Bid Security may be forfeited:
- (a) If a bidder withdraws its bid during the period of bid validity; or
 - (b) In the case of a successful Bidder, the Bidder fails
 - (i) To sign the Contract ; or
 - (ii) To complete the supplies in accordance with General conditions of Contract.

13. BID VALIDITY.

- 13.1 Bids shall remain open up to 30 June after date of issue of contract.
- 13.2 The Purchaser shall ordinary be under an obligation to process an evaluate the bids with the stipulated bid validity period , However for any reason to be recorded writing if an extension is considered necessary , all those who have submitted their bids shall be asked to extend their respective bid validity period.

SUBMISSION OF BIDS

14. SEALING AND MARKING OF BIDS

- 14.1 The envelopes shall be marked separately as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion the Bidder shall seal the Proposals/bids in separate envelopes and put them in relatively bidder envelope to be sealed.
- 14.2 The inner and outer envelopes shall.
- (a) Be addressed to the purchaser at the given the Tender Notice and
 - (b) Bear the Project name address Directorate General Health Service Sindh Hyderabad with the serial number indicated in the Tender Notice and a statement "DO NOT OPEN-BEFORE. " to be complete with the time and date specified in the Tender Notice.
- 14.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the Purchaser to return the bid unopened in case it is declared as "not-responsive or "late" as the case may be
- 14.4 If the outer and the inner envelopes are not sealed and marked as required the Purchaser will assume no responsibility of bid misplacement or premature opening.

15. DEADLINE FOR SUBMISSION OF BIDS

- 15.1 Bids must be submitted by the bidders and received by the purchaser at the specified address into later than the time date specified in the Tender Notice.
- 15.2 The Purchaser may, at its convenience, extend this deadline for submission of bids by amending the bidding documents in which case all rights and obligations of the purchaser and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16. LATE BID

- 16.1 Any bid received by the purchaser after the deadline for submission of bids prescribed by the Purchaser shall not be entertained and returned unopened to the bidder.

17. WITHDRAWAL OF BIDS

- 17.1 The bidder may after its submission withdraw prior to the expiry of the deadline prescribed for submission of bids.

OPENING AND EVALUATION OF BIDS

18. OPENING OF BIDS BY THE PURCHASER.

- 18.1. The purchaser will initially open only the envelope marked "TEHNICAL PROPOSAL" in the presence of Bidders' or their representatives who chose to be present at the time of bid opening on the date time and place specified in the Tender Notice. The bidders or their representative who are present shall sign the Attendance sheet evidencing their attendance. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the Custody of Purchaser without being opened till the completion of the evaluation process, Opening and Evaluation of Bids.
- 18.2. The bidders' names item (s) for which they rate (s) and such other details as the purchaser may consider appropriate will be announced at the time of opening of technical proposals. However at the times of opening of Financial proposals on a pre-indicated date time and venue the bid prices discounts (if any) and the presence or absences of requisite bid Security and such other details as the purchaser, may consider appropriate will be announced.
- 18.3. Any financial bid found without the prescribed bid security (earnest money) shall be straightaway rejected even if it qualified in the process of technical evaluations.
- 18.4. The Purchaser will prepare minutes of the technical and financial bids opening meetings and will get these minutes signed by the Head and members of the procurement committee and submit for approval of the competent authority.

19. CLARIFICATION OF BIDS

- 19.1. During the process of evaluation of the bids, the Purchaser may ask a Bidder for any Clarification of its bid. The request for such clarifications and the response shall be in writing however no change in the quoted price or substance of the bid shall sought, offered or permitted.

PRELIMINARY EXAMINATION:

- 19.1. The purchaser will examine the bids to determine whether they are complete whether any computational errors have been made whether the required sureties have been furnished: whether the documents have been properly signed and linked, and whether the bids are generally in order.
- 19.2. Arithmetical errors in a financial bid will be rectified in the following manner:
 - (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity the unit price shall prevail and the total price shall be corrected.
 - (ii) If there is a discrepancy between words and figures the amount in words will prevail.
 - (iii) If the Bidder / Supplier does not accept does not the correction of the error, tis bid will be rejected.
- 19.3. The Procurement Committee may waive any minor infirmity non-conformity for discrepancy in a bid if in their view not it does not constitute some deviation provided that such waiver does not prejudice or effect the relative ranking or any Bidder.
- 19.4. If a bid is found substantially non-responsive it will rejected by the purchaser, it cannot subsequently be made by the Bidder correction of the nonconformity/discrepancy.

20. **EVALUATION & COMPARASON OF BIDS**

- 21.1 The purchaser will evaluate and compare the bids which have been determined to be substantially responsive.
- 21.2 The technical proposals/bids will be evaluated on the basis of proscribed Evaluation Criteria in this bidding documents However the financial proposal will be evaluated on criteria in the basis of price inclusive of prevailing taxes and duties and bid security, being major factor, without ignoring the other relevant conditions as well.

22. **EVALUATIONS CRITERIA**

- 22.1 Merit point system:
- 22.2 The following merit point system for weighing evaluation factors/criteria will be applied for technical and financial proposals.

(a) Technical proposals/bids:

The technical proposals will be evaluated on merits of the followings:

If the firm concerned could not full fill the evaluation criteria, the technical proposal will be rejected / ignore

S.No	Evaluations Criteria	Yes	No
1	Price List		
2	Copy of Income Tax Certificate		
3	Copy of Professional tax/Sales Tax Certificate.		
4	Bank Statement Current year		
5	Proven Track Record		
06	Appropriateness of supply schedule offered by the bidder		
07	Stamp Paper of Rs.100/- for not Black Listed.		
08	Bank soundness Certificate about Rs.3 (M)		
09	Chamber and Industry Certificate		
10	Sindh revenue Certificate		
11	Valid Drug Sales License		
12	Tender Fee (Original)		
13	Authority Letter		
14	Hidden Call Deposit		

(B) Financial Proposal bids:

- 23.3 Financial proposals shall be opened publicly in the presence of the bidder or their representatives who choose to be present. Total prices quoted by each the financial proposal shall also be announced and recorded.

24. **CONTACTING THE PURCHASER**

- 24.1 No bidder shall contract the purchaser on any matter relating to its from the time of the bid opening to the time the contract is awarded of contract may besides of its bid result into its disqualification in the purchaser's future tenders.
- 24.2 Any direct or indirect effort by a bidding firm to influence the purchaser during the process of selection a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the purchaser's future tender s.

25. **REJECTION OF BIDS**

- 25.1 Notwithstanding anything stated here-before after the purchaser's may reject any or all bids at any time prior to the acceptance of a bid The purchaser may upon request, communicate to a bidder the grounds for its rejection but shall not under obligation to justify those grounds.

26. RE-BIDDING

- 26.1 If the purchaser has rejected all bids, it may move for a re-bidding or may seek any alternative method of procurement under the provision of the public procurement Rules, 2010 (as amended up to date)

27. ANNOUNCEMENT OF EVALUATION REPORT

- 27.1 The purchaser will announce the Evaluation Report and the resultant acceptance or rejection of bids at least ten days prior to the award of procurement contract.

AWARD OF CONTRACT

28. ACCEPTANCE OF BID AND AWARD CRITERIA.

- 28.1 The Bidder with lowest evaluated bid under clause 23.5 it not in conflict with any other law, regulation or policy of the Government will be awarded the contract within the original or extended period of bid validity.

29. PURCHASER'S RIGHT TO VARY QUANTITIES

- 29.1 The purchaser's reserves the right to increase or decrease the quantity of stores originally specified in the price Schedule of Requirements without any change in unit price or other and conditions.

30. LIMITATIONS ON NEGOTIATIONS

- 30.1 Negotiations will not be used to change substantially:
- i. the technical quality or detail of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods.
 - ii. The Terms and conditions of the contract and .
 - iii. Anything affecting the crucial of deciding factors in the evaluation the proposals/tenders and / or selections of successful bidder.

31. NOTIFICATION OF AWARD.

- 31.1 Prior to the expiry the original or extended period of bid validity, the successful bidder will be informed in writing of acceptance of its bid by the purchaser's.

32. SIGNING OF CONTRACT

- 32.1 While conveying acceptance of bid to the successful bidder, the purchaser will send him/ her , the contract form provided in the bidding documents incorporating all points of agreements between the parties.
- 32.2 07 days after the official announcement of the award as stipulated in the SPPRA RULES 2010, both the successful bidder and the purchaser's will sign and date the contract on legal stamp paper of appropriate-value. The Purchaser will issue order as soon as the contract is signed in case the successful. In case Bidder, after completion of all codal formalities shows inability to sign the contract its bid Security / Earnest Money Shall be forfeited. The firm may also be blacklisted from taking part in any future bidding of purchaser for a period up to five years . In such a situation the purchaser may make the award to the next lowest evaluated bidder or move for retender.

33. PERFORMANCE GUARANTEE SECURITY

- 33.1 One day before the date of signing of the Contract the successful Bidder shall furnish Performance Guarantee/Security in line with the Performance Guarantee/Security form provided with the bidding documents upon submission of Performance Guarantee the Bid Security (Earnest Money) will be returned to the Bidder.
- 33.2 Failure of the successful Bidder to comply with any of the requirements in this documents shall be considered as sufficient grounds for the accrual of the award forfeiture of the Bid Security, in which event the Purchaser may make the to the next lowest evaluated Bidder at the risk and cost of the former.

34. CORRUPT OR FRAUDULENT PRACTICES

- 34.1 (a) The procuring Agency and the / Manufacturers / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of the contract in pursuance of this policy the relevant terms phrases as may apply are defined below:

(i) "Corrupt" practice means the offering giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the purchaser, and includes collusive practice among Bidders (Prior to or after bid submission) designed to establish bid prices artificial non competitive levels and to deprive the purchaser of the benefits of free and open competition.

- (b) The Purchaser will take all possible for award was / is engaged in corrupt that the Bidder recommended for award was / is engaged in corrupt or fraudulent practice (s) before or after signing of the contract resulting into the conviction of the properties under criminal case beside blacklisting of the firm either indefinitely or such period of times as may be determined by the purchaser.
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, for the award of a Contract if it, at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

B: General Conditions of Contracts (GCC)

1. DEFINITIONS

1.1 In this Contracts the following terms be interpreted as indicated:

- a) "The Contract" meant the agreement entered into the purchaser and the supplier, as recorded in the contract form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the supplier all the correct for the full and proper performance of its Contractual obligations.
- c) "The Good" means Medicines / Drugs and transport including all kinds or vehicles which the supplier is required to supply to the purchaser under the Contract.
- d) "The Service" means those service ancillary to the supply of the above goods, such as printing of special instruction on the label and packing, design and logo of the programmed, transportation of goods up to the desired destination and other such obligations of the Supplier covered under the Contract.
- e) "GCC" means the General Conditional of Contract contained in this section.
- f) "SCC" means the special Conditional of Contracts.
- g) "The purchaser" means the Police Surgeon, Hyderabad .
- h) "The Supplier "means the individual or firm supplying the goods under this Contract.
- i) "Day" means official working day excluding national holidays.

2. APPLICATION:

- 2.1 These General Conditional shall apply to the extent that they are not inconsistent with provisions of other parts of the Contracts.

3. STANDARDS

3.1 The goods supplied under these Contracts shall conform to the standards mentioned in the technical Specification.

4. USE OF CONTRACT DOCUMENT AND INFORMATION.

4.1 The supplier shall not without the purchaser's prior written consent disclose the contract or any provision thereof, or any specification plan drawing pattern sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract person other than a person employed by the Supplier in the performance of the Contract Disclosure to such employed person shall be made in confidence and shall extend only as far as may be necessary to such performance and not further or otherwise.

4.2 Any documents other than the contract itself remain property of the purchaser and shall be returned (all) on completion of the Supplier's performance under the Contract.

4.3 The Supplier shall permit the purchasers to inspect the Supplier's accounts and records relating to the performance of the Suppliers.

5. PATENT RIGHTS

5.1 The Supplier shall indemnify the purchaser all third-party claims of infringement of Patents, trademark, or industrial design rights from of the Goods or any part thereof in the country.

6. ENSURING STORAGE ARRANGEMENTS

6.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform the purchaser at least two weeks prior to the arrival or the consignments at its store /warehouse. However incase no space is available at its store/warehouse at the time of supply, of the possible time frame of availability of space by which supplies could be made. In case the Supplier abides by the given frame, he will not be penalized for delay.

7. INSPECTIONS AND TESTS

7.1 The purchaser or its representative shall have the rights to inspect and / or test the goods to confirm their conformity to the contract specifications at the cost payable by the Supplier.

7.2 The Purchaser's right to inspect test and where necessary , reject the goods either at Supplier's premises or upon arrival at purchaser's destination shall in no way be limited or waived by reason of the goods having previously been inspected tested and approved by the purchaser or its representative prior to the goods shipments from the manufacturing points.

8. DELIVERY AND DOCUMENTS

8.1 The Supplier shall in accordance with the terms specified in the schedule of Requirements make delivery of the goods Detail of documents to be furnished by the Supplier are Specified in SCC.

9. INSURANCE

9.1 The goods supplied under the Contract shall be delivered to the procuring Agency after the payment of all taxes and customs duty, Texas, octroi charges etc, Risk will be transferred to the Purchaser only after delivery or these goods has been made to the Procuring Agency Hence Payment of insurance Premium if any , shall be the responsibility of the Supplier.

10. TRANSPORTATION

10.1 The Supplier shall arrange such transportation of the goods as is required to prevent them from damage or deterioration during transit to their final destination in the Schedule of Requirements.

10.2 The goods shall be supplied on " Delivered Duty-Paid (DDP) " basis at the Police Surgeon, Hyderabad as per Schedule of Requirements on the risk and cost of the Supplier . Transportation including/unloading of goods shall be the responsibility.

11. INCIDENTAL SERVICE

11.1 The supplier will be required to provide to the purchaser's incidental service the cost of which should be include in the total bid price.

12. WARRANTY

12.1 The goods shall be accompanied by warranty and must have the shelf life of not less than 80% from the date of delivery by the Supplier to the Purchaser.

12.2 The Purchaser shall promptly notify the Supplier in writing of any arising out of this warranty.

13. PAYMENT

13.1 The method and conditions of payments to be made to the Suppliers under this Contract are specified in SCC.

13.2 The Currency of payment will be Pakistani Rupees.

14. ASSIGNMENT

14.1 The supplier shall not assign, in whole or in part, its obligations to perform another party under this Contract, except with the purchaser's prior consent.

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

15.1 Delivery of the goods shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the Schedule of Requirements.

15.2 If at any time in the course of performance of the Contract the Supplier encounters anything's impeding timely delivery of the goods he shall promptly notify the purchaser in writing of the causes of delay and its likely duration As soon as practicable, after receipt of the Supplier's notice the Purchaser shall evaluate the situation and may, depending on merits of the situation extend the Supplier's time for performance , with or without liquidated damages, in which case the extension shall be ratified by the parties by a supplementary Contract to be treated as an addendum to the original contract.

15.3 Any undue delay by the Supplier in the performance of its delivery obligation shall render it liable to the imposition of liquidated damages.

16. PENALTIES LIQUIDATED DAMAGES

16.1 In case of late delivery, even for reason beyond control penalty as specified in SCC will be imposed upon the Supplier / Manufactures. The Purchaser's may considered termination of the Contract in case there is an unusual delay in the delivery of the goods where by the ongoing activity is likely to be affected seriously.

17. TERMINATION FOR DEFAULT

- 17.1 The purchaser may, without prejudice to any other for breach of Contract by a written notice of default sent to the Supplier, terminate this Contract in whole or in part if:
- (a) The Supplier fails to deliver any or all installation of the goods within the period(s) specific in the Contract, or within any extension thereof granted by the purchaser.
 - (b) The supplier fails to perform any other obligation (s) under the contract the satisfaction of the purchaser: and
 - (c) The Supplier, in the judgment of the purchaser, has engaged itself in corrupt or fraudulent practices before or after executing the Contract.

18. FORCE MAJURE

- 18.1 The Supplier shall not be liable for forfeiture of its performance Guaranty/Bid Security or termination/blacklisting for default if and to the extent that this delay in performance or other failure to perform its obligation under the contract is the result of an event of force Majeure for the purpose of this Clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Suppliers fault or negligence directly or indirectly purporting to mal-planning, mismanagement and /or lack of foresight to handle the situation, such event may include but are not restricted to acts of the purchaser in its sovereign capacity, wars or revolutions fires, floods, earthquakes, strikes, epidemics, quarantine restriction and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof, The Committee constituted for redressing grievances, will examine the pros and cons of the case and all reasonable alternative means for completion of purchase the order under the contract and will submit its recommendations to the competent authority However otherwise. By the purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the force Majeure event.

19. TERMINATION FOR INSOLVENCY

- 19.1 The purchaser may at any time terminate the Contract by giving written notice of one month's time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In that event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affects any right remedy which or will accrue thereafter to the Supplier.

20. ARBITRATION AND RESOLUTION OF DISPUTES

- 20.1 The purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 20.2 If, after seven (07) days from the commencement of such informal negotiations, the purchaser and the Supplier have been unable to resolve amicably a Contract dispute either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.

20.3 In case of any dispute concerning the interpretation and/or of this Contract in to be settled through arbitration, the Secretary to the Government of Sindh, Health Department or his nominee shall as a sole arbitrator. The decisions taken / or award given by the sole arbitrator shall be final and binding on the parties.

21. GOVERNING LANGUAGE.

21.1 The Contract shall be written in English Language All correspondence and other documents pertaining to the Contract, which are exchanged by the shall be written in English.

22. APPLICABLE LAW

22.1 This Contract shall be governed by the laws of Pakistan courts of Pakistan shall have exclusive jurisdiction.

C: Invitation for Bids

Sealed bids are invited from manufactures / authorized dealers / suppliers / importers having good reputation and sound financial position and registered with sales tax / Income tax department in according with SPPRA Rules-46(2) and also Registered in Sindh Revenue Board Hyderabad Division according with Sindh Tax Special Procedure (With Holding) Rules-2011- Single Stage-Two Envelope Procedure" Bidding documents containing terms and conditions including other details can be obtained from the Office of the Police Surgeon Hyderabad on submission of application along with the photocopy of Income Tax, Sales Tax Registration Certificate and Sindh Revenue Board Certificate up to cash payment of Non Refundable Fee below mentioned in Tender Inquiry from **20-04-2015 to 22-05-2015**.

Sr. No.	Name Of Items	Tenders Fee (Non-Refundable)	Bid Security
01	Supply of Consumable(Other Misc) Items	500/-	2.5%

Bid along with 2.5% Security Deposit / Earnest Money of the quoted Rates / Item in shape of Call Deposit / Pay Order / Demand Draft in favour of Police Surgeon Hyderabad attached with the Financial Bid & Photocopy with Technical Proposals may be dropped in the Tender Box place in the office of the undersigned on **22-05-2015 by 11-00am** sharp.

Only Technical Bids / Proposals will be opened on **22-05-2015 at 12-00 Noon** before procurement committee in the presence of bidders / their representatives of the firms.

Evaluations of Bids will be made as per items-wise as mentioned in the bidding documents.

Procuring Agency reserves the right to accept / reject any or all Tenders as per SPPRA Rules 2010.

In Case there is holiday then the Tenders will be opened on the next working day.

**DR.GHULAM RASOOL MEMON
POLICE SURGEON
HYDERABAD**

D: Special Conditions of Contracts (SCC)

1. DEFINITION (GCC CLAUSE 1)

GCC 1.1 (g) The Purchaser is the Police Surgeon, Hyderabad.

GCC 1.1 (h) The Supplier is : _____

(Name and address of the successful bidder)

2. Bid SECURITY (ITB CLAUSE 13)

ITB 13.1 The Bidder shall furnish , as part of its financial proposal / bid refundable Bid Security/Earnest Money in Pak Rupees @ 2.5% of quoted items in the shape of Bank Drafts / pay / Call Deposited in the name of the Police Surgeon Hyderabad. The financial bid found deficient of the Bid Security will be rejected. No personal Cheeque in Lieu thereof will be acceptable at any cost nor will bid security of any other firm be entertained. The Previous Bid Security, if any will not be considered or carried forward. However the Bid Security of the Successful Bidder will be returned upon submission of performance guarantee equal to 2.5% of the contract amount that will remain with the Police Surgeon, Hyderabad till satisfactory completion of the contract period. In the case of unsuccessful bidder the Bid Security will be returned as soon as possible.

3. PERFORMANCE GUARNETEE/SECURITY (ITB CLAUSE 33)

ITB Clause 33.1 After signing of Contract, the successful Bidder shall furnish the performance Guarantee/ Security on legal stamp paper equivalent top 2.5% of the total contract amount form any of the scheduled banks. The performance Guarantee/Security form is provided in the bidding documents. Upon submission of performance Guarantee Bid would be returned to the bidder.

4. INSPECTIONS AND TESTS (GCC CLAUSE 7)

GCC 7.1 & 7.2 Police surgeon Hyderabad from the Supplier will be thoroughly inspected and examine by a Committee to make sure that the goods received conform to the specification laid down in the tender documents and which have been approved by the procurement Committee for procurement The Committee will submit its inspection report along with bills /delivery challans for settlement. Any deficiency pointed out by the Committee shall have to be rectified by the supplier free of cost.

5. DELIVERY AND DOCUMENTS (GCC CLAUSE 8)

GCC Clause 8.1 The Supplier shall provide the following documents at the time of delivery of goods to the store /varehouse of different District of Sindh Province & Police Surgeon, Hyderabad for verification duly completed in all respects.

- i. Originals copies of Delivery Note (Challans) (in duplicate) showing item's description, lot Number, Batch Number, Registration Number, manufacturing and expiry dates and quantities.

- ii. Originals copies of the Supplier's invoices (in duplicates) showing warranty, item's description, Lot Number Batch Number, Registration Number, manufacturing and expiry dates, per unit cost, and total amount.
- iii. Originals copies of the sales Tax invoices (where applicable) in duplicates showing item's description, quantities, per unit cost (without GST), amount of GST and total amount (with GST)

6. INSURANCE (GCC CLAUSE 9)

GCC 9.1 The goods supplied under the contract shall be on Delivered Duty paid (DDP) basis at Police Surgeon, Hyderabad under which risk will be transferred to the purchaser's only after it has taken delivery of the goods. Hence insurance coverage is Supplier's responsibility and they must arrange for it.

7. WARRANTY (GCC CLAUSE 12)

GCC 12.1 Medicines / Drugs / Chemical / Surgical should have a shelf life of at least 80% from the date these are delivered by the supplier to the purchaser at the consignee's end.

8. PAYMENT (GCC CLAUSE 13)

GCC 13.1 The method and condition of payments to be made to the supplier under this Contract shall be as follows:

- (a) Payments shall be made in Pak Rupees.
- (b) The Payment will be made to the Supplier within 10 days of the receipt of original delivery challan (s) and invoice (s) in duplicates duly completed in all respect and signed and stamped by the chairman of the inspection Committee. The Inspection Committee will prepare and submit a report of physical inspection with a certificate to the effect that the goods conform to the specification laid down in the bidding documents.

9. PENALTIES LIQUIDATED DAMAGES (GCC CLAUSE 16)

GCC 16.1 In case deliveries are not completed within the time frame specific the schedule of requirements, a show cause Notice will be served on the Supplier which will be following by cancellation of the Contract to the extent of non-delivered portion of installments No Supplies will be accepted an the amount of performance Guarantee / Security will be forfeited to the Government Account and the firm will be blacklisted at least for two years for future participation in bids.

In case of late delivery of goods beyond the periods specific in the schedule of requirements, penalty @ 0.3% per day of the cost of late delivered goods shall be imposed upon the supplier up to 10% of the contract award. Details of penalties/liquidated damages are given in the Schedule of Requirements.

10. ARBITRATION AND RESOLUTION OF DISPUTES (GCC CLAUSE 20)

GCC 20.3 Dispute resolution mechanism to be applied shall be as follows:

In case of any dispute concerning the interpretation and / or application of the Contract, it shall be settled through arbitration. The Secretary to the Government of Sindh, Health Department or his nominee shall act as sole arbitrator. The decisions taken and / or award given by the arbitrator shall be final and binding on the parties.

11. GOVERNING LANGUAGE (GCC CLAUSE 21)

GCC 21. The language of this contract shall be English.

12. APPLICABLE LAWS (GCC CLAUSE 22)

GCC 22.1 The Contract shall be governed by the laws of Pakistan and the Courts of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.

13. NOTICES

Purchaser's address for notice Purposes:

Police Surgeon Hyderabad.

Supplier's address for notice purposes:

E: Schedule of Requirements

I. SCHEDULE OF REQUIREMENTS

The entire quantity of the ordered suppliers shall be delivered within 07 days or earlier from the date of issuance order / contract award without any penalty to Police Surgeon, Hyderabad.

F: Technical Specification

S#	Name of Medicines with Generic Name
01	Phenyle (Concentrated) 500 ML
02	Finis Oil 400 ML / Tyfon Oil 400 ML
03	Spray Oil 912 ML
04	Bath Soap (Life Bouy)
05	Bulb Saver (25 Watt)
06	Tube Light Complete
07	Broom Hard
08	Broom Soft
09	Sulfuric Acid
10	Plastic Bucket
11	Plastic Lota
12	Rubber Pip
13	Room Air Fresher
14	White Paper A4 Size PPC
15	Stamp Pad
16	China Pin (All Pin)
17	Stapler
18	Punch Machine
19	Table Set Marble
20	File Cover Pakka
21	File Cover Kaccha
22	Folder File
23	Pin Cushion
24	Stapler Pin Medium Size
25	Register Out ward / Inward
26	Carbon Papar A4 Size

1. G: Sample Forms

I. PERFORMANCE GUARANTEE/SECURITY FORM

To: [Name & Address of the Purchaser]

Whereas [Name of Supplier] (hereinafter called "supplier") has undertaken, in pursuance of contract No. [number] dated [date] to supply [description of goods] (hereinafter called "the Contract")

And whereas it has been stipulated in the said contract that the Supplier shall furnish to the Purchaser with a bank for the sum of 2.5% of the total contract as Security for compliance with the Supplier's performance obligation in accordance with the Contract.

And whereas we have agreed to provide a Guarantee: for the said Supplier

Therefore, we hereby unconditionally and irrevocably guarantee, on behalf of the Supplier, up to total of [Amount of the Guarantee in words and figures] and we undertake to pay you up you first written demand declaring the supplier to be in default under the Contract and without requiring the Purchaser to initiate action against the Supplier and without cavil or argument any sum or sums within the limits of [Amount of Guarantee] as aforesaid. The amount stated in the demand made under this guarantee shall be conclusive proof of the amount payable the Guarantor under this guarantee.

The obligation of the Guarantor under this guarantee shall be valid for four months after the completion of delivery of supplies by Supplier to the Purchaser of the full quantity of the goods for which this Guarantee is being given, and until all and any obligations and sums due have been paid in full.

Signature and Seal of the Guarantors / Bank

Address

Date

CONTRACT FORM

THIS CONTRACT is made at _____ on _____ day of _____ 2014,

Between the Police Surgeon Hyderabad (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 also referred to individually as "Party" and collectively as the "parties"

WHEREAS the purchaser invited bids for procurement of (item name): in pursuance whereof M/s (firm name) being the Manufactures / authorized Supplier / authorized Agent of (item name) in Pakistan and offered to supply the required item (s);and

WHEREAS the purchaser has accepted the bid by the supplier for the supply of (item name) in the sum of Rs (amount in figures and words) cost per unit, the total amount of (quantity of goods) shall be Rs (amount in figures and words.)

NOW THIS CONTRACT WITNESS AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditional of this hereinafter referred to as "Contract"
2. The following documents shall be deemed to form and be read and construed as an integral part of this Contract, viz:
 - a. The price Schedule submitted by the bidder.
 - b. The schedule of Requirements;
 - c. The Technical Specifications;
 - d. The General Conditions of Contract;
 - e. The Special Conditions of Contract;
 - f. The Purchaser's Notifications of Award ; and
 - g. The Purchase Order.
3. The consideration of the payments to be made by the purchaser to the supplier / Manufacturer as hereinafter mentioned, the Supplier Manufactures Hereby covenants with the purchaser to provide the goods namely and to remedy defects in conformity in all respects with the provision of this Contracts or make replacements of defective goods, as the case may be, without any additional charge, to the satisfactions of the Purchaser.
4. The Purchaser hereby covenants to pay the Supplier consideration of the provision of the Goods and Services and the remedying of defects therein , the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed herein by this Contract.
5. [The Seller / Supplier] hereby declares that not obtained or induced the procurement of any Contract, right , interest , privilege or other obligation or benefits from Government of Sindh or any agency thereof or any other entity owned or controlled by it (Gos) through any corrupt business practice.
6. Without limiting the 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 do 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, d sponsor or subsidiary ,any commission, gratification , bribe , finder's fee or kickback, whether described as consultant fee or otherwise , with the object of obtaining or including the procurement of Contract , right, interest , privilege or other obligation or benefits in what whatsoever form from Gos, except that which has been expressly declared pursuant hereto.

7. [The Seller/ Supplier] certifies that it has made and will make full disclosures of all agreements and arrangements with all persons in respect of or related to the transaction with Gos and has not taken any action or will not take any action to circumvent the above declaration , representation or warranty.
8. [the Seller / Supplier accept 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 , agrees that any Contract, right interest privilege or other obligation or benefits obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Gos under any law, Contract or other instruments be avoidable at the option of purchaser.
9. Notwithstanding any rights and remedies exercised by the purchaser in this regard, [The Seller / Supplier] agrees to indemnify the purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensations to the purchaser in an amount equivalent to ten time the sum of any commission , gratification , bribe , finder's fee or kickback given by [the contract , right interest , privilege or other obligation or benefits in whatsoever form from the Purchaser.
10. In case of any dispute concerning the interpretation and / or application of this Contract it shall be settled through arbitration. The Secretary to the Government of Sindh, Health Department or his nominee shall act as a sole arbitrator. The decision taken and / or award given by the sole arbitrator shall be final and binding on the parties.
11. This Contract shall be governed by the laws of Pakistan and the Courts Hyderabad / Karachi shall have the exclusive jurisdiction to adjudicate.

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 by the Manufactures /
Authorized Supplier / Authorized Agent

Signed / Seated by purchaser

WITNESS

1. _____
2. _____

1. _____
2. _____

H: Bid Form & Price Schedule

1. BID FORM

Date:

To: [Name and address of Purchaser]

Dear sir,

Having examined the Bidding Documents, the receipt is hereby duly acknowledge we, the undersigned offer to supply and deliver the goods specified in the said Bidding Documents for the sum of [Total Bid Amount] [Bid Amount in words] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

2. We undertake, if our bid is accepted, to deliver the goods in according with the delivery schedule specific in the Schedule of Requirements.
3. If our bid is accepted, we shall an unconditional guarantee of a bank in the sum of 2.5% of the Contract price for prices for the due performance of the Court in the form prescribed by the Purchaser.
4. We agree to the validity of this bid till 30th June 2015 from the date fixed for financial bid opening and it shall remain binding upon us and may be accepted at any before the expiration of that period.
5. Until a formal Contract is prepared and executed, this together with the written acceptance thereof and notification of award, by the purchaser, shall constitute a binding Contract between us.
6. We understand that you not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2015

Signature

(in the capacity of)

Duly authorized to sign bid for and on behalf of _____

2 PRICE SCHEDULE IN PAK RUPEES

3 Name of Bidder _____

Item #	Description of Stores / specifications	Qty	Rupees in Figures	Rupees in words
01	Phenyle (Concentrated) 500 ML.	200No.		
02	Finis Oil 400 ML / Tyfon Oil 400 ML	200No.		
03	Spray Oil 912 ML.	200No.		
04	Bath Soap (Life Bouy)	72No.		
05	Bulb Saver (25 Watt)	12No.		
06	Tube Light Complete	12No.		
07	Broom Hard	24No.		
08	Broom Soft	24No.		
09	Sulfuric Acid	02No.		
10	Plastic Bucket	04No.		
11	Plastic Lota	12No.		
12	Rubber Pip	100 Meter		
13	Room Air Fresher	24No.		
14	White Paper A4 Size PPC	30Ream		
15	Stamp Pad	12 No		
16	China Pin (All Pin)	24 No		
17	Stapler	24 No		
18	Punch Machine	12No.		
19	Table Set Marble	04No.		
20	File Cover Pakka	24No.		
21	File Cover Kaccha	48No.		
22	Folder File	24No.		
23	Pin Cushion	12No.		
24	Stapler Pin Medium Size	24No.		
25	Register Out ward / Inward 300Pages	12 No		
26	Carbon Paper A4 Size	12No.		

DR.GHULAM RASOOL MEMON
POLICE SURGEON
HYDERABAD

Tender No. 01

**OFFICE OF THE
POLICE SURGEON
HYDERABAD**

**BIDDING DOCUMENTS FOR PROCUREMENT OF
DRUGS/MEDICINES/ SURGICAL ARTICLES
FOR POLICE SURGEON HYDERABAD /
ADDITIONAL POLICE SURGEON HYDERABAD
FOR THE FINANCIAL YEAR 2014-2015**

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A: Instructions to Bidders. (ITB)

INTRODUCTION

1. SOURCE OF FUND

- 1.1 The Government of Sindh has allocated funds for procurement of Drugs/Medicines/Surgical items for Office of the Police Surgeon Hyderabad during the financial year 2014-2015.

2. ELIGIBLE BIDDERS

- 2.1 This invitations for Bids is open to all original Manufactures, within Pakistan and abroad, and their Authorized Agents/Importers/Suppliers /Distributors of National and multinational.
- 2.2 The Agents/Suppliers/ Distributors / Importers must possess valid authorization from the Manufactures. In case of Manufactures, they should have documentary proof to the effects that they are the original Manufacturers of the required specifications of the goods.
- 2.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent Practices issued by any Government (Federal or Provincial), a local body or a Public sector organization.
- 2.4 The bidders should have operational office (s) in Pakistan and possess financial sustainability to meet timely supply of Goods.

3. ELIGIBLE GOODS

- 3.1 Offered goods should be registered with the Ministry of Health, Government of Pakistan:
- 3.2 Goods should be Packed and transported in a material that meet international standards:
- 3.5 Goods should be transported from the Manufactures to the consignee's end strictly in compliance with the standard rules and regulations relating to the transportation and maintenance.

THE BIDDING PROCEDURE

4. Single stage-Two Envelopes Bidding Procedure.

- 4.1 Single Stage -two envelopes bidding procedure shall be applied:
- 4.2 The bid shall comprise a single package containing two separate envelopes. Each envelops shall contain separately the technical proposal and the financial proposal:
- 4.3 The envelopes shall be marked as "**TECHNICAL PROPOSAL**" and "Financial proposal" in bold and legible letters to avoid confusion.
- 4.4 Initially, only the envelope marked "**TECHNICAL PROPOSAL**" shall be opened:
- 4.5 The envelope marked as "**FINANCIAL PROPOSAL**" shall be retained in the custody of the purchaser without being opened:
- 4.6 The Purchaser shall evaluate the technical proposal, without reference to the financial proposal and reject any proposal which does not conform to the specified requirements:

- 4.7 The financial Proposal of bids shall be opened in the presence of bidders qualifying in technical evaluation at time, date and venue to be announced / communicated in advance:
- 4.8 Financial Proposal of the bids failing to qualify in the technical evaluation will be returned to the bidders unopened.
- 4.9 The bidder quoting the lowest Price and scoring the qualifying number of points in the technical evaluation shall be declared successful.

THE BIDDING DOCUMENTS

5. CONTENTS OF BIDDING DOCUMENTS

- 5.1 The Bidding Documents:
In addition to the Tender Notice, the bidding documents include:
 - i. Instructions to bidders (ITB)
 - ii. General Conditional of Contract (GCC):
 - iii. Special Conditions of Contract (SCC):
 - iv. Schedule of Requirements:
 - v. Technical Specification:
 - vi. Contract Form
 - vii. Manufacturer's Authorization Form.
 - viii. Performance Guarantee Form;
 - ix. Bid Form; and
 - x. Price Schedule.
- 5.2 In case of discrepancies between the Tender Notice and the Bidding Documents listed in 5.1 above, the Bidding Documents shall take precedence.
- 5.3 The bidders are expected to examine all instructions, forms terms, and specification in the bidding documents. Failure to furnish complete information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents may result in rejection.

6. AMENDMENT OF BIDDING DOCUMENTS

- 6.1 At any time Prior to the date & time for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
- 6.2 All Prospective bidders that have received the bidding documents will be notified the amendments (s) in writing or by cable which will be binding on them.
- 6.3 In order to allow Prospective bidders reasonable time to take the amendments (s) into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for submission of the bids.

PREPARATION OF BIDS

7. LANGUAGE OF BID

- 7.1 Preparation of Bids.
The bid Prepared by the bidders, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be in English, Supporting documents and printed literature furnished by the bidder may be in another language Provided these are accompanied by an accurate translation of the relevant passage in English in which case for purpose of interpretation of the bid, the translated version shall prevail.

8. DOCUMENTS COMPRISING THE BID

- 8.1 The bid prepared by the bidder shall comprise the following:
 - (a) Bid Form and Price Schedule (to be submitted along with financial Proposal);

- (b) Documentary evidence to the effect that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (c) Documentary evidence to the effect that the goods to be supplied by the Bidder are eligible Medicines as defined in Clause-3 and conform to the bidding documents; and
- (d) Bid Security.
- (e) Copy of valid Registration from Manufacturer.

9. BID PRICES

- 9.1 9.1 The Bidder shall indicate in the attached Performa of Price schedule the unit prices and total bid price of the goods it proposes to supply under the Contract
- 9.2 Performa of Piece Schedule is to be filled in very carefully, preferable typed any alteration/correction must be initialed.
- 9.3 The Bidder should quote the Price(s) of goods according to the strength/technical specification as provided in the Performa of price schedule and Technical Specification.
- 9.1 The Bidder is required to offer very competitive price(S). All Price (s) must include the General sales Tax (GST) (if applicable) and other Government taxes and duties, where applicable. If there is no mention of taxes the offered /quoted price will be considered as inclusive of all prevailing taxes /duties the benefits of exemption from or reduction in the GST or other taxes during the contract, period shall be passed on the purchaser.

10. BID CURRENCIES.

- 10.1 Prices shall be quoted in Pakistani Rupees.

11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 11.1 Documentary evidence should be submitted by the bidders along with the technical proposal to prove their eligibility and qualifications to perform the contract to the purchaser's satisfaction in the light of the following criteria:
 - (i) In the case of supplier/Agent/ Distributors/Importer shall be to produce letter of authorization from the Manufacturer;
 - (ii) National Tax number (NTN) and General Sales Tax Number (if applicable) The Bidder will be provided documentary proof of being a tax payer and having a sound financial status.
 - (iii) The Bidder/Manufactures will submit an affidavit on legal stamp paper of Rs. 100/- to the effect that their firm has not been blacklisted in the past on any ground by any Government (Federal or Provincial), a local body or a public sector organization , The Bidder will be debarred from the bidding process for submitting a false statements.
 - (iv) Medicines/ for which it has quoted rates in the financial proposal.
 - (v) Copy of Professional Tax Certificate issued by Excise and Taxation Department.
 - (vi) Copy of manufacture license & Valid Drug sale License distributors.
 - (vii) Original price list must enclosed mentioning MR and Trade Price (T.P)

12. BID SECURITY

- 12.1 The Bidder shall furnish, as part of its financial Proposal, a Bid Security (Earnest Money) in the specified in SCC. Unsuccessful bidder's Bid Security will be returned soon after approval of the successful Bidder or expiry of the validity. The successful Bidder's Bid Security will be discharged upon signing of contract and furnishing the performance Security bond, duly guaranteed by a schedule bank.
- 12.2 The Bid Security is required to products the purchaser against the risk of Bidder's conduct which would warrant the Security's forfeiture:

- 2.3 The Bid Security may be forfeited:
- (a) If a bidder withdraws its bid during the period of bid validity; or
 - (b) In the case of a successful Bidder, the Bidder fails
 - (i) To sign the Contract : or
 - (ii) To complete the supplies in accordance with General conditions of Contract.

13. BID VALIDITY.

- 13.1 Bids shall remain open up to 30 June after date of issue of contract.
- 13.2 The Purchaser shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period. However for any reason to be recorded in writing if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period.

SUBMISSION OF BIDS

14. SEALING AND MARKING OF BIDS

- 14.1 The envelopes shall be marked separately as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion the Bidder shall seal the Proposals/bids in separate envelopes and put them in relatively bidder envelope to be sealed.
- 14.2 The inner and outer envelopes shall.
- (a) Be addressed to the purchaser at the given the Tender Notice and
 - (b) Bear the Project name address Directorate General Health Service Sindh Hyderabad with the serial number indicated in the Tender Notice and a statement "DO NOT OPEN BEFORE." to be complete with the time and date specified in the Tender Notice.
- 14.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the Purchaser to return the bid unopened in case it is declared as "not-responsive or "late" as the case may be
- 14.4 If the outer and the inner envelopes are not sealed and marked as required the Purchaser will assume no responsibility of bid misplacement or premature opening.

15. DEADLINE FOR SUBMISSION OF BIDS

- 15.1 Bids must be submitted by the bidders and received by the purchaser at the specified address into later than the time date specified in the Tender Notice.
- 15.2 The Purchaser may, at its convenience, extend this deadline for submission of bids by amending the bidding documents in which case all rights and obligations of the purchaser and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16. LATE BID

- 16.1 Any bid received by the purchaser after the deadline for submission of bids prescribed by the Purchaser shall not be entertained and returned unopened to the bidder.

17. WITHDRAWAL OF BIDS

- 17.1 The bidder may after its submission withdraw prior to the expiry of the deadline prescribed for submission of bids.

OPENING AND EVALUATION OF BIDS

18. OPENING OF BIDS BY THE PURCHASER.

- 18.1 The purchaser will initially open only the envelope marked "TEHNCIAL PROPOSAL" in the presence of Bidders or their representatives who chose to be present at the time of bid opening on the date time and place specified in the Tender Notice. The bidders or their representative who are present shall sign the Attendance sheet evidencing their attendance. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the Custody of Purchaser without being opened till the completion of the evaluation process, Opening and Evaluation of Bids.
- 18.2 The bidders' names item (s) for which they rate (s) and such other details as the purchaser may consider appropriate will be announced at the time of opening of technical proposals. However at the times of opening of Financial proposals on a pre-indicated date time and venue the bid prices discounts (if any) and the presence or absences of requisite bid Security and such other details as the purchaser, may consider appropriate will be announced.
- 18.3 Any financial bid found without the prescribed bid security (earnest money) shall be straightaway rejected even if it qualified in the process of technical evaluations.
- 18.4 The Purchaser will prepare minutes of the technical and financial bids opening meetings and will get these minutes signed by the Head and members of the procurement committee and submit for approval of the competent authority.

19. CLARIFICATION OF BIDS

- 19.1 During the process of evaluation of the bids, the Purchaser may ask a Bidder for any Clarification of its bid. The request for such clarifications and the response shall be in writing however no change in the quoted price or substance of the bid shall be sought, offered or permitted.

PRELIMINARY EXAMINATION:

- 19.1 The purchaser will examine the bids to determine whether they are complete whether any computational errors have been made whether the required sureties have been furnished: whether the documents have been properly signed and linked, and whether the bids are generally in order.
- 19.2 Arithmetical errors in a financial bid will be rectified in the following manner:
- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity the unit price shall prevail and the total price shall be corrected.
 - (ii) If there is a discrepancy between words and figures the amount in words will prevail.
 - (iii) If the Bidder / Supplier does not accept does not the correction of the error, tis bid will be rejected.
- 19.3 The Procurement Committee may waive any minor infirmity non-conformity for discrepancy in a bid if in their view not it does not constitute some deviation provided that such waiver does not prejudice or effect the relative ranking or any Bidder.
- 19.4 If a bid is found substantially non-responsive it will rejected by the purchaser. it cannot subsequently be made by the Bidder correction of the nonconformity/discrepancy.

20. EVALUATION & COMPARASON OF BIDS

- 21.1 The purchaser will evaluate and compare the bids which have been determined to be substantially responsive.
- 21.2 The technical proposals/bids will be evaluated on the basis of proscribed Evaluation Criteria in this bidding documents However the financial proposal will be evaluated on criteria in the basis of price inclusive of prevailing taxes and duties and bid security, being major factor, without ignoring the other relevant conditions as well.

22. EVALUATIONS CRITERIA

- 22.1 Merit point system:
- 22.2 The following merit point system for weighing evaluation factors/criteria will be applied for technical and financial proposals.

(a) Technical proposals/bids:

The technical proposals will be evaluated on merits of the followings:

If the firm concerned could not full fill the evaluation criteria, the technical proposal will be rejected / ignore

S.No	Evaluations Criteria	Yes	No
1	Price List		
2	Copy of Income Tax Certificate		
3	Copy of Professional tax/Sales Tax Certificate.		
4	Bank Statement Current year		
5	Proven Track Record		
06	Appropriateness of supply schedule offered by the bidder		
07	Stamp Paper of Rs.100/- for not Black Listed.		
08	Bank soundness Certificate about Rs.3 (M)		
09	Chamber and Industry Certificate		
10	Sindh revenue Certificate		
11	Valid Drug Sales License		
12	Tender Fee (Original)		
13	Authority Letter		
14	Hidden Call Deposit		

(b) Financial Proposal bids:

- 23.3 Financial proposals shall be opened publicly in the presence of the bidder or their representatives who choose to be present. Total prices quoted by each the financial proposal shall also be announced and recorded.

24. CONTACTING THE PURCHASER

- 24.1 No bidder shall contract the purchaser on any matter relating to its from the time of the bid opening to the time the contract is awarded of contract may besides of its bid result into its disqualification in the purchaser's future tenders.
- 24.2 Any direct or indirect effort by a bidding firm to influence the purchaser during the process of selection a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the purchaser's future tender s.

25. REJECTION OF BIDS

- 25.1 Notwithstanding anything stated here-before after the purchaser's may reject any or all bids at any time prior to the acceptance of a bid The purchaser may upon request, communicate to a bidder the grounds for its rejection but shall not under obligation to justify those grounds.

26. RE-BIDDING

26.1 If the purchaser has rejected all bids, it may move for a re-bidding or may seek any alternative method of procurement under the provision of the public procurement Rules, 2010 (as amended up to date)

27. ANNOUNCEMENT OF EVALUATION REPORT

27.1 The purchaser will announce the Evaluation Report and the resultant acceptance or rejection of bids at least ten days prior to the award of procumbent contract.

AWARD OF CONTRACT

28. ACCEPTANCE OF BID AND AWARD CRITERIA.

28.1 The Bidder with lowest evaluated bid under clause 23.5 if not in conflict with any other law, regulation or policy of the Government will be awarded the contract within the original or extended period of bid validity.

29. PURCHASER'S RIGHT TO VARY QUANTITIES

29.1 The purchaser's reserves the right to increase or decrease the quantity of stores originally specified in the price Schedule of Requirements without any change in unit price or other and conditions.

30. LIMITATIONS ON NEGOTIATIONS

30.1 Negotiations will not be used to change substantially:

- i. the technical quality or detail of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods.
- ii. The Terms and conditions of the contract and .
- iii. Anything affecting the crucial of deciding factors in the evaluation the proposals/tenders and / or selections of successful bidder.

31. NOTIFICATION OF AWARD.

31.1 Prior to the expiry the original or extended period of bid validity, the successful bidder will be informed in writing of acceptance of its bid by the purchaser's.

32. SIGNING OF CONTRACT

32.1 While conveying acceptance of bid to the successful bidder , the purchaser will send him/ her , the contract form provided in the bidding documents incorporating all points of agreements between the parties.

32.2 07 days after the official announcement of the award as stipulated in the SPPRA RULES 2010 , both the successful bidder and the purchaser's will sign and date the contract on legal stamp paper of appropriate value. The Purchaser will issue order as soon as the contract is signed in case the successful. In case Bidder, after completion of all codal formalities shows inability to sign the contract its bid Security / Earnest Money Shall be forfeited. The firm may also be blacklisted from taking part in any future bidding of purchaser for a period up to five years. In such a situation the purchaser may make the award to the next lowest evaluated bidder or move for retender.

33. PERFORMANCE GUARANTEE SECURITY

- 33.1 One day before the date of signing of the Contract the successful Bidder shall furnish Performance Guarantee/Security in line with the Performance Guarantee/Security form provided with the bidding documents upon submission of Performance Guarantee the Bid Security (Earnest Money) will be returned to the Bidder.
- 32.2 Failure of the successful Bidder to comply with any of the requirements in this documents shall be considered as sufficient grounds for the accrual of the award forfeiture of the Bid Security, in which event the Purchaser may make the to the next lowest evaluated Bidder at the risk and cost of the former.

34. CORRUPT OR FRAUDULENT PRACTICES

- (a) The procuring Agency and the / Manufacturers / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of the contract in pursuance of this policy the relevant terms phrases as may apply are defined below:
- (i) "Corrupt" practice means the offering giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution: and
- (ii) "fraudulent practice" means a misrepresentation of facts on order to influence a procurement process or the execution of a Contract to the detriment of the purchaser, and includes collusive practice among Bidders (Prior to or after bid submission) designed to establish bid prices artificial non competitive levels and to deprive the purchaser of the benefits of free and open completion.
- (b) The Purchaser will take all possible for award was / is engaged in corrupt or fraudulent practice (s) before or after signing of the contract resulting into the conviction of the properties under criminal case beside blacklisting of the firm either indefinitely or such period of times as may be determined by the purchaser.
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, for the award of a Contract if it, at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

3. STANDARDS

3.1 The goods supplied under these Contracts shall conform to the standards mentioned in the technical Specification.

4. USE OF CONTRACT DOCUMENT AND INFORMATION.

4.1 The supplier shall not without the purchaser's prior written consent disclose the contract or any provision thereof, or any specification plan drawing pattern sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract Disclosure to such employed person shall be made in confidence and shall extend only as far as may be necessary to such performance and not further or otherwise.

4.2 Any documents other than the contract itself remain property of the purchaser and shall be returned (all) on completion of the Supplier's performance under the Contract.

4.3 The Supplier shall permit the purchasers to inspect the Supplier's accounts and records relating to the performance of the Suppliers.

5. PATENT RIGHTS

5.1 The Supplier shall indemnify the purchaser all third-party claims of infringement of Patents, trademark, or industrial design rights from of the Goods or any part thereof in the country.

6. ENSURING STORAGE ARRANGEMENTS

6.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform the purchaser at least two weeks prior to the arrival or the consignments at its store /warehouse. However in case no space is available at its store/warehouse at the time of supply, of the possible time frame of availability of space by which suppliers could be made. In case the Supplier abides by the given frame, he will not be penalized for delay.

7. INSPECTIONS AND TESTS

7.1 The purchaser or its representative shall have the rights to inspect and / or test the goods to confirm their conformity to the contract specifications at the cost payable by the Supplier.

7.2 The Purchaser's right to inspect test and where necessary, reject the goods either at Supplier's premises or upon arrival at purchaser's destination shall in no way be limited or waived by reason of the goods having previously been inspected tested and approved by the purchaser or its representative prior to the goods shipments from the manufacturing points.

8. DELIVERY AND DOCUMENTS

8.1 The Supplier shall in accordance with the terms specified in the schedule of Requirements make delivery of the goods Detail of documents to be furnished by the Supplier are Specified in SCC.

9. INSURANCE

9.1 The goods supplied under the Contract shall be delivered to the procuring Agency after the payment of all taxes and customs duty, Taxes, octroi charges etc, Risk will be transferred to the Purchaser only after delivery of these goods has been made to the Procuring Agency Hence Payment of insurance Premium if any, shall be the responsibility of the Supplier.

10. TRANSPORTATION

10.1 The Supplier shall arrange such transportation of the goods as is required to prevent them from damage or deterioration during transit to their final destination in the Schedule of Requirements.

10.2 The goods shall be supplied on " Delivered Duty-Paid (DDP) " basis at the Police Surgeon, Hyderabad as per Schedule of Requirements on the risk and cost of the Supplier , Transportation including/unloading of goods shall be the responsibility.

11. INCIDENTAL SERVICE

11.1 The supplier will be required to provide to the purchaser's incidental service the cost of which should be include in the total bid price.

12. WARRANTY

12.1 The goods shall be accompanied by warranty and must have the shelf life of not less than 80% from the date of delivery by the Supplier to the Purchaser.

12.2 The Purchaser shall promptly notify the Supplier in writing of any arising out of this warranty.

13. PAYMENT

13.1 The method and conditions of payments to be made to the Suppliers under this Contract are specified in SCC.

13.2 The Currency of payment will be Pakistani Rupees.

14. ASSIGNMENT

14.1 The supplier shall not assign, in whole or in part, its obligations to perform another party under this Contract, except with the purchaser's prior consent.

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

15.1 Delivery of the goods shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the Schedule of Requirements.

15.2 If at any time in the course of performance of the Contract the Supplier encounters anything's impeding timely delivery of the goods he shall promptly notify the purchaser in writing of the causes of delay and its likely duration As soon as practicable, after receipt of the Supplier's notice the Purchaser shall evaluate the situation and may, depending on merits of the situation extend the Supplier's time for performance , with or without liquidated damages, in which case the extension shall be ratified by the parties by a supplementary Contract to be treated as an addendum to the original contract.

15.3 Any undue delay by the Supplier in the performance of its delivery obligation shall render it liable to the imposition of liquidated damages.

16. PENALTIES LIQUIDATED DAMAGES

16.1 In case of late delivery, even for reason beyond control penalty as specified in SCC will be imposed upon the Supplier / Manufactures. The Purchas's may considered termination of the Contract in case there is an unusual delay in the delivery of the goods where by the ongoing activity is likely to be affected seriously.

17. TERMINATION FOR DEFAULT

17.1 The purchaser may, without prejudice to any other for breach of Contract by a written notice of default sent to the Supplier, terminate this Contract in whole or in part if:

- (a) The Supplier fails to deliver any or all installation of the goods within the period(s) specific in the Contract, or within any extension thereof granted by the purchaser.
- (b) The supplier fails to perform any other obligation (s) under the contract the satisfaction of the purchaser: and
- (c) The Supplier, in the judgment of the purchaser, has engaged itself in corrupt or fraudulent practices before or after executing the Contract.

18. FORCE MAJURE

18.1 The Supplier shall not be liable for forfeiture of its performance Guaranty/Bid Security or termination/blacklisting for default if and to the extent that this delay in performance or other failure to perform its obligation under the contract is the result of an event of force Majeure for the purpose of this Clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Suppliers fault or negligence directly or indirectly purporting to mal-planning , mismanagement and /or lack of foresight to handle the situation , such event may include but are not restricted to acts of the purchaser in its sovereign capacity, wars or revolutions fires , floods , earthquakes , strikes, epidemics, quarantine restriction san freight embargoes . If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof, The Committee constituted for redressing grievances, will examine the pros and cons of the case and all reasonable alternative means for completion of purchase the order under the contract and will submit its recommendations to the competent authority However otherwise. By the purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the force Majeure event.

19. TERMINATION FOR INSOLVENCY

19.1 The purchaser may at any time terminate the Contract by giving written notice of one month's time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In that event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affects any right remedy which or will accrue thereafter to the Patrice.

20. ARBITRATION AND RESOLUTION OF DISPUTES

20.1 The purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

20.2 If , after seven (07) days from the commencement of such informal negotiations, the purchaser and the Supplier have been unable to resolve amicably a Contract dispute either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.

20.3 In case of any dispute concerning the interpretation and/or of this Contract in to be settled through arbitration, the Secretary to the Government of Sindh, Health Department or his nominee shall as a sole arbitrator. The decisions taken / or award given by the sole arbitrator shall be final and binding on the parties.

21. GOVERNING LANGUAGE.

21.1 The Contract shall be written in English Language All correspondence and other documents pertaining to the Contract, which are exchanged by the shall be written in English.

22. APPLICABLE LAW

22.1 This Contract shall be governed by the laws of Pakistan courts of Pakistan shall have exclusive jurisdiction.

C: Invitation for Bids

Sealed bids are invited from manufactures / authorized dealers / suppliers / importers having good reputation and sound financial position and registered with sales tax / Income tax department in according with SPPRA Rules-46(2) and also Registered in Sindh Revenue Board Hyderabad Division according with Sindh Tax Special Procedure (With Holding) Rules-2011- Single Stage-Two Envelope Procedure. Bidding documents containing terms and conditions including other details can be obtained from the Office of the Police Surgeon Hyderabad on submission of application along with the photocopy of Income Tax, Sales Tax Registration Certificate and Sindh Revenue Board Certificate up to cash payment of Non Refundable Fee below mentioned in Tender Inquiry from **20-04-2015 to 22-05-2015**.

Sr. No.	Name Of Items	Tenders Fee (Non-Refundable)	Bid Security
01	Supply of Drugs and Medicine(Surgical Items / Post Mortem Instruments) for Additional Police Surgeon Hyderabad and Police Surgeon Hyderabad	Rs. 2000/-	2.5%

Bid along with 2.5% Security Deposit / Earnest Money of the quoted Rates / Item in shape of Call Deposit / Pay Order / Demand Draft in favour of Police Surgeon Hyderabad attached with the Financial Bid & Photocopy with Technical Proposals may be dropped in the Tender Box place in the office of the undersigned on **22-05-2015 by 11-00am sharp**.

Only Technical Bids / Proposals will be opened on **22-05-2015 at 12-00 Noon** before procurement committee in the presence of bidders / their representatives of the firms.

Evaluations of Bids will be made as per items-wise as mentioned in the bidding documents.

Procuring Agency reserves the right to accept / reject any or all Tenders as per SPPRA Rules 2010.

In Case there is holiday then the Tenders will be opened on the next working day.

**DR.GHULAM RASOOL MEMON
POLICE SURGEON
HYDERABAD**

D: Special Conditions of Contracts (SCC)

1. DEFINITION (GCC CLAUSE 1)

2.

GCC 1.1 (g) The Purchaser is the Police Surgeon Hyderabad.

GCC 1.1 (h) The Supplier is : _____
(Name and address of the successful bidder)

3. Bid SECURITY (ITB CLAUSE 13)

ITB 13.1 The Bidder shall furnish , as part of its financial proposal / bid refundable Bid Security/Earnest Money in Pak Rupees @ 2.5% of quoted items in the shape of Bank Drafts / pay / Call Deposited in the name of the Police Surgeon Hyderabad. The financial bid found deficient of the Bid Security will be rejected. No personal Cheque in Lieu thereof will be acceptable at any cost nor will bid security of any other firm be entertained. The Previous Bid Security, if any will not be considered or carried forward. However the Bid Security of the Successful Bidder will be returned upon submission of performance guarantee equal to 2.5% of the contract amount that will remain with the Police Surgeon Hyderabad till satisfactory completion of the contract period. In the case of unsuccessful bidder the Bid Security will, be returned as soon as possible.

4. PERFORMANCE GUARANTEE/SECURITY (ITB CLAUSE 33)

ITB Clause 33.1 After signing of Contract, the successful Bidder shall furnish the performance Guarantee/ Security on legal stamp paper equivalent to 2.5% of the total contract amount from any of the scheduled banks. The performance Guarantee/Security form is provided in the bidding documents. Upon submission of performance Guarantee Bid would be returned to the bidder.

5. INSPECTIONS AND TESTS (GCC CLAUSE 7)

GCC 7.1 & 7.2 Police surgeon Hyderabad Division @ LUH Hyderabad from the Supplier will be thoroughly inspected and examine by a Committee to make sure that the goods received conform to the specification laid down in the tender documents and which have been approved by the procurement Committee for procurement The Committee will submit its inspection report along with bills /delivery challan for settlement. Any deficiency pointed out by the Committee shall have to be rectified by the supplier free of cost.

6. DELIVERY AND DOCUMENTS (GCC CLAUSE 8)

GCC Clause 8.1 The Supplier shall provide the following documents at the time of delivery of goods to the store /warehouse of different District of Sindh Province & Police Surgeon, Hyderabad for verification duly completed in all respects.

- i. Originals copies of Delivery Note (Challans) (in duplicate) showing item's description, lot Number, Batch Number, Registration Number, manufacturing and expiry dates and quantities.

- ii. Originals copies of the Supplier's invoices (in duplicates) showing warranty, item's description, Lot Number Batch Number, Registration Number, manufacturing and expiry dates, per unit cost, and total amount.
- iii. Originals copies of the sales Tax invoices (where applicable) in duplicates showing item's description, quantities, per unit cost (without GST), amount of GST and total amount (with GST)

7. INSURANCE (GCC CLAUSE 9)

GCC 9.1 The goods supplied under the contract shall be on Delivered Duty paid (DDP) basis at Police Surgeon, Hyderabad under which risk will be transferred to the purchaser's only after, it has taken delivery of the goods. Hence insurance coverage is Supplier's responsibility and they must arrange for it.

8. WARRANTY (GCC CLAUSE 12)

GCC 12.1 Medicines / Drugs / Chemical / Surgical should have a shelf life of at least 80% from the date these are delivered by the supplier to the purchaser at the consignee's end.

9. PAYMENT (GCC CLAUSE 13)

GCC 13.1 The method and condition of payments to be made to the supplier under this Contract shall be as follows:

- (a) Payments shall be made in Pak Rupees.
- (b) The Payment will be made to the Supplier within 10 days of the receipt of original delivery challan (s) and invoice (s) in duplicates duly completed in all respect and signed and stamped by the chairman of the inspection Committee. The Inspection Committee will prepare and submit a report of physical inspection with a certificate to the effect that the goods conform to the specification laid down in the bidding documents.

10. PENALTIES LIQUIDATED DAMAGES (GCC CLAUSE 16)

GCC 16.1 In case deliveries are not completed within the time frame specific the schedule of requirements, a show cause Notice will be served on the Supplier which will be following by cancellation of the Contract to the extent of non-delivered portion of installments No Supplies will be accepted an the amount of performance Guarantee / Security will be forfeited to the Government Account and the firm will be blacklisted at least for two years for future participation in bids.

In case of late delivery of goods beyond the periods specific in the schedule of requirements, penalty @ 0.3% per day of the cost of late delivered goods shall be imposed upon the supplier up to 10% of the contract award. Details of penalties/liquidated damages are given in the Schedule of Requirements.

11. "ARBITRATION" AND RESOLUTION OF DISPUTES (GCC CLAUSE 20)

GCC 20.3

Dispute resolution mechanism to be applied shall be as follows:

In case of any dispute concerning the interpretation and / or application of the Contract, it shall be settled through arbitration. The Secretary to the Government of Sindh, Health Department or his nominee shall act as sole arbitrator. The decisions taken and / or award given by the arbitrator shall be final and binding on the parties.

12. GOVERNING LANGUAGE (GCC CLAUSE 21)

GCC 21. The language of this contract shall be English.

13. APPLICABLE LAWS (GCC CLAUSE 22)

GCC 22.1 The Contract shall be governed by the laws of Pakistan and the Courts of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.

14. NOTICES

Purchaser's address for notice Purposes:
Police Surgeon, Hyderabad.
Supplier's address for notice purposes:

E: Schedule of Requirements

1. SCHEDULE OF REQUIREMENTS

The entire quantity of the ordered suppliers shall be delivered within 07 days or earlier from the date of issuance order / contract award without any penalty to Police Surgeon Hyderabad.

F: Technical Specification

SERIAL #	NAME OF MEDICINES WITH GENERIC NAME
01	Surgical Mask (Universal size)
02	Surgical Gloves Size 8 ½ 8. 7 ½ 7
03	Surgical Bleed
04	Cotton Roll 500 kg
05	Formalin 2.5 litter 40%
06	Glass jar (2 litter)
07	Glass Bottle for preservation (small Size)
08	Cutting Needle (large, Small size)
09	Postmortem set complete
10	Disposable Gloves
11	Silk for Stick
12	Adhesive Plaster Large
13	Bandage (4", 6")
14	Common Salt (NaCl)
15	Knife handle
16	Thermometer (Rectal)(for dead boy temperature)
17	Sodium Florid
18	Potassium Oxalate
19	Disposable Test Tube
20	Swabs with holder in Glass Tube

1. G: Sample Forms

PERFORMANCE GUARANTEE/SECURITY FORM

To: [Name & Address of the Purchaser]

Whereas [Name of Supplier] (hereinafter called "supplier") has undertaken, in pursuance of contract No. [number] dated [date] to supply [description of goods] (hereinafter called "the Contract")

And where as it has been stipulated in the said contract that the Supplier shall furnish to the Purchaser with a bank for the sum of 2.5% of the total contract as Security for compliance with the Supplier's performance obligation in accordance with the Contract.

And whereas we have agreed to provide a Guarantee: for the said Supplier

Therefore, we hereby unconditionally and irrevocably guarantee, on behalf of the Supplier, up to total of [Amount of the Guarantee in words and figures] and we undertake to pay you up you first written demand declaring the supplier to be in default under the Contract and without requiring the Purchaser to initiate action against the Supplier and without cavil or argument any sum or sums within the limits of [Amount of Guarantee] as aforesaid. The amount stated in the demand made under this guarantee shall be conclusive proof of the amount payable the Guarantor under this guarantee.

The obligation of the Guarantor under this guarantee shall be valid for four months after the completion of delivery of supplies by Supplier to the Purchaser of the full quantity of the goods for which this Guarantee is being given, and until all and any obligations and sums due have been paid in full.

Signature and Seal of the Guarantors / Bank

Address

Date

CONTRACT FORM

THIS CONTRACT is made at _____ on _____ day of _____ 2015,
Between the Police Surgeon Hyderabad (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 also referred to individually as "Party" and collectively as the "parties"

WHEREAS the purchaser invited bids for procurement of (item name): in pursuance whereof M/s (firm name) being the Manufactures / authorized Supplier / authorized Agent of (item name) in Pakistan and offered to supply the required item (s);and

WHEREAS the purchaser has accepted the bid by the supplier for the supply of (item name) in the sum of Rs (amount in figures and words) cost per unit, the total amount of (quantity of goods) shall be Rs (amount in figures and words.)

NOW THIS CONTRACT WITNESS AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditional of this hereinafter referred to as "Contract"
2. The following documents shall be deemed to form and be read and construed as an integral part of this Contract, viz;
 - a. The price Schedule submitted by the bidder.
 - b. The schedule of Requirements;
 - c. The Technical Specifications;
 - d. The General Conditions of Contract;
 - e. The Special Conditions of Contract;
 - f. The Purchaser's Notifications of Award : and
 - g. The Purchase Order.
3. The consideration of the payments to be made by the purchaser to the supplier / Manufacturer as hereinafter mentioned, the Supplier Manufactures Hereby covenants with the purchaser to provide the goods namely and to remedy defects in conformity in all respects with the provision of this Contracts or make replacements of defective goods, as the case may be, without any additional charge, to the satisfactions of the Purchaser.
4. The Purchaser hereby covenants to pay the Supplier consideration of the provision of the Goods and Services and the remedying of defects therein , the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed herein by this Contract.
5. [The Seller / Supplier] hereby declares that not obtained or induced the procurement of any Contract, right , interest , privilege or other obligation or benefits from Government of Sindh or any agency thereof or any other entity owned or controlled by it (Gos) through any corrupt business practice.
6. Without limiting the 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 do 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, d sponsor or subsidiary ,any commission, gratification , bribe , finder's fee or kickback, whether described as consultant fee or otherwise , with the object of obtaining or including the procurement of Contract , right, interest , privilege or other obligation or benefits in what whatsoever form from Gos, except that which has been expressly declared pursuant hereto.

7. [The Seller/ Supplier] certifies that it has made and will make full disclosures of all agreements and arrangements with all persons in respect of or related to the transaction with Gos and has not taken any action or will not take any action to circumvent the above declaration , representation or warranty.
8. [the Seller / Supplier accept 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 , agrees that any Contract, right interest privilege or other obligation or benefits obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Gos under any law, Contract or other instruments be avoidable at the option of purchaser.
9. Notwithstanding any rights and remedies exercised by the purchaser in this regard. [The Seller / Supplier] agrees to indemnify the purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensations to the purchaser in an amount equivalent to ten time the sum of any commission , gratification , bribe , finder's fee or kickback given by [the contract , right interest , privilege or other obligation or benefits in whatsoever form from the Purchaser.
10. In case of any dispute concerning the interpretation and / or application of this Contract it shall be settled through arbitration. The Secretary to the Government of Sindh, Health Department or his nominee shall act as a sole arbitrator. The decision taken and / or award given by the sole arbitrator shall be final and binding on the parties.
11. This Contract shall be governed by the laws of Pakistan and the Courts Hyderabad / Karachi shall have the exclusive jurisdiction to adjudicate.

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 by the Manufactures /
Authorized Supplier /Authorized Agent

Signed / Seated by purchaser

WITNESS

1. _____
2. _____

1. _____
2. _____

H: Bid Form & Price Schedule

1. BID FORM

Date:

To: [Name and address of Purchaser]

Dear sir,

Having examined the Bidding Documents, the receipt is hereby duly acknowledge we, the undersigned offer to supply and deliver the goods specified in the said Bidding Documents for the sum of [Total Bid Amount] [Bid Amount in words] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

2. We undertake, if our bid is accepted, to deliver the goods in according with the delivery schedule specific in the Schedule of Requirements.
3. If our bid is accepted, we shall an unconditional guarantee of a bank in the sum of 2.5% of the Contract price for prices for the due performance of the Court in the form prescribed by the Purchaser.
4. We agree to the validity of this bid till 30th June 2014 from the date fixed for financial bid opening and it shall remain binding upon us and may be accepted at any before the expiration of that period.
5. Until a formal Contract is prepared and executed, this together with the written acceptance thereof and notification of award, by the purchaser, shall constitute a binding Contract between us.
6. We understand that you not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2014

Signature

in the capacity of)

Duly authorized to sign bid for and on behalf of _____

2 PRICE SCHEDULE IN PAK RUPEES

3 Name of Bidder _____

Item #	Description of Stores / specifications	Qty	Rupees in Figures	Rupees in words
01	Surgical Mask (Universal size)	300No.		
02	Surgical Gloves Size 8 ½ 8. 7 ½ 7	400No.		
03	Surgical Bleed	200No.		
04	Cotton Roll 500 kg	500No.		
05	Formalin 2.5 litter 40%	100No.		
06	Glass jar (2 litter)	200No.		
07	Glass Bottle for preservation (small Size)	100No.		
08	Cutting Needle (large, Small size)	100No.		
09	Postmortem set complete	04No.		
10	Disposable Gloves	100No.		
11	Silk for Stick	100No.		
12	Adhesive Plaster Large	100No.		
13	Bandage (4", 6")	100Doz		
14	Common Salt (NACL)	100kg		
15	Knife handle	10No.		
16	Thermometer (Rectal)(for dead boy temperature)	10No.		
17	Sodium Florid	10No.		
18	Potassium Oxalate	10No.		
19	Disposable Test Tube	200No.		
20	Swabs with holder in Glass Tube	200No.		

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POLICE SURGEON
HYDERABAD