



**OFFICE OF THE  
SECRETARY POPULATION WELFARE  
DEPARTMENT, GOVERNMENT OF  
SINDH**

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**BIDDING DOCUMENTS**

**Technical Proposal**

**Tender for Purchase of Drugs/Medicines  
during the year 2014-15**

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**Tender No: PWDS/W&D/Med/2014-15/06**

**Due on: 7<sup>th</sup> May, 2015**

**OFFICE OF THE SECRETARY, POPULATION WELFARE  
DEPARTMENT, GOVERNMENT OF SINDH,  
KARACHI**

**TENDER NO.PWDS/W&D/Med//2014-15/06 DUE ON: 7<sup>th</sup> May, 2015**

**INVITATION FOR BIDS.**

To,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Value of Earnest Rs.2.5% of the Pay Order No. Rs. \_\_\_\_\_  
to Attached total value of bid Dated: \_\_\_\_\_

Dear Sir,

Population Welfare Department, Sindh, Karachi, invites sealed bids from the eligible bidders for supply of Drugs/Medicines to meet requirement of different components service delivery outlets. Detailed description and quantities are given in bidding documents.

Interested eligible bidders are invited to participate in the single stage two envelopes open competitive bidding following the procedure as contained in Rule-46(2) of SPP Rules-2010 (amended -2013) for the stores as detailed in the schedule of this invitation to Tender to subject to the conditions laid down in and those mentioned hereunder and given in the schedule. The contract resulting from this invitation to tender shall govern by the special general conditions of contract. The tenderers quoting against this invitation to tender shall deem to have read and understood the conditions thereof and particulars of the store required and their specification etc.

The tenderers shall quote their Technical & Financial proposal on the prescribed schedule to this invitation to tender, on the basis indicated therein and shall sign the certificate given therein to the effect that the store shall be supplied exactly in accordance with the requirement as specified by the tenders otherwise it will be presumed that offer is strictly in accordance with requirement of the tender notice.

Offer shall remain upto 90 Days from the date of opening. The Tenderers shall quote free delivery at consignee end basis.

The delivery store is required immediately. Tenderes should however, give their shortest delivery period upto which they will be able to supply the store.

Sealed Tenders will be received and opened in Committee Room of the Population Welfare Department, Sindh, Z-39/1, Block-6, PECH Society, Karachi

The Tender document comprises the following.

1. Forms of Bids.
  - i) Technical Proposal/ Specification Schedule
  - ii) Financial Proposal /Price Schedule
2. Form of contract
3. General/ Special conditions of contract
4. Bid evaluation Criteria
5. Bidding Data

**Deputy Secretary (W&D),  
Population Welfare Department,  
Government of Sindh,  
Karachi**

**INSTRUCTIONS TO BIDDER**

1. Bids comprising single package, containing two separate envelopes shall be submitted in sealed envelopes one for Technical Proposal and other for Financial Proposals (Rule 46 (2-a) of SPPRA 2010 (amended 2013). The envelopes shall be marked as **FINANCIAL PROPOSALS & TECHNICAL PROPOSAL** in bold and legible letters.
2. The original bid shall be typed or written in indelible ink by the bidder or person duly authorized. The person or persons signing the bid shall initial all pages of the bid. The name and designation of each person signing must be mentioned below the signature.
3. The bidder shall drop their bids duly sealed in the tender box in the office of the Deputy Secretary (W&D), Population Welfare Department, Sindh, Karachi, upto 11.00 AM
4. The bid documents comprises the following ( as per rule, 21, of SPP Rules 2010 amended 2013)
 

a) Instruction to Bidder	Annex-I
b) Form of Bid	
i) Technical Proposal/Specification	Annex-II
c) Form of Contract	Annex-III
d) General/ special conditions of contract	Annex-IV
e) Bid Evaluation Criteria	Annex-V
f) Finance Proposal /Price Schedule	
5. The tenders will be received back upto **7<sup>th</sup> May, 2015** at 11.00 AM and will be opened on the same day i.e. on **7<sup>th</sup> May, 2015** at 11.30 AM in the presence of Tender Opening Committee and the bidders or their authorized representatives. In case of holiday the bids shall be opened on next day at same time.
6. Bid Security, amounting 2.5% of Bid price should be in shape of Pay order in favour of Secretary, Population Welfare Department, Sindh, Karachi, issued by any schedule Bank of Pakistan. A copy of de-faced bid security must be added with the Technical bid.
7. The bid security will be forfeited to the Government, if the bidder withdraws his bid after opening and before the expiry of the bid validity period or fails to sign the contract if the bid is accepted.
8. Conditional tender and tender without bid security shall not be considered.
9. Delivery time will be 30 days starting from the issuance of work order/signing the contract.
10. GST/Income Tax Certificates must be accompanied with tender.
11. The procuring Agency may reject all or any bid at any time prior to the acceptance of a bid or proposal, subject to the relevant provision of SPP Rules, 2010 (amended 2013). The payment will be made subject to availability of funds for the financial years 2014-15.

12. Supplier should submit the rate in the financial proposal which will be opened subject to the conditions that the bidder stand technically qualified.
13. Bids shall remain valid for 90 days after the date of bid opening and same may be extended in terms of Rule 38 (2) (3) (4) of SPPRA Rules.
14. If any extension in the bid validity period should be asked to extend the same. Such extension shall be for not more than the period of original bid validity.
15. Bidders who:
  - (a) Agree for extension of bid validity period shall also extend the validity of the bid security for the extended period of the bid validity.
  - (b) Agree to the procuring agency's request for extension of bid validity period shall not be permitted to change the substances of their bids
  - (c) Do not agree to an extension of bid validity period shall be allowed to withdraw their bids without forfeiture of their bid security.
  - (d) The bidder name, unit as well as bid amount and bid security shall be announced.
16. Bids Submitted late due to any reason whatsoever, shall not be considered and returned unopened to the bidder or his authorized representative.
17. The bids shall be quoted in Pak Rupees.
18. No bidder shall be allowed to alter or modify his bid after the bids have been opened. However the procuring agency may seek and accept clarification to the bid that do not change substances of the bids.
19. Any request for clarification in the bid, made by the procuring agency shall invariably be in writing. The response to such request shall also be in writing.
20. The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposal, but is not required to justify those grounds.

**Deputy Secretary (W&D),  
Population Welfare Department,  
Government of Sindh,  
Karachi**

**Bidding Data**

Procuring Agency	Population Welfare Department, Sindh, Karachi
Address	Z-39/1, Block-6, PECH Society, Karachi
Name of work	Procurement of Drugs/Medicines
Bid validity period	90 Days
Amount of Bid Security	2.5% of Bid price.
Deadline of submission	<u>7<sup>th</sup> May, 2015</u>
Performance Security	2 ½ % of the contract value.
Language of Bid	English
Bidding procedure	Single stage Two Envelopes
Advance Payment	No advance payment.
Period of completion	30 days
Liquidity damages	0.05% of the bid price per day after the period of completion upto 10% maximum
Inspection Authority	Inspection Committee
Place of Inspection	First Inspection at the manufacturer premises after delivery 2 <sup>nd</sup> Inspection after delivery at Provincial Headquarter Store at Sohrab Goth, Karachi
Place of Delivery	Abdulah Pallari Goth, at Sohrab Goth, Karachi Phone # 021-34525675

## Form of Contract

THIS CONTRACT Agreement (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ 2015 between Population Welfare Department, Sindh, Karachi, the "Procuring Agency") on the one part and M/s. \_\_\_\_\_ (hereinafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain Drugs/Medicines by the contractor and has accepted a Bid by the contractor for the execution and completion of such store.

NOW this agreement witnesses as follows:

1. In this agreement words and expression shall have the meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents attached herewith, be read and construed as part of this Agreement, viz,
 

(a)	The letter of Acceptance	Annex-I
(b)	Condition of contract	Annex-II
(c)	Bid data	Annex-III
(d)	Specification	Annex-IV
3. In consideration of the payment to be made by the procuring agency to the contract as hereinafter mentioned, the contractor hereby covenants with the Procuring Agency to execute and supply and remedy defects therein in conformity in all respects within the provision.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and supply of store as per provisions of the contract, the contract price or such other sum as may payable under the provision of the contract at the times and in the manner prescribed by the contract

IN WITNESS WHEREOF the parties hereto have caused this contract agreement to be executed on the day, month and year first before written in accordance with their respective laws.

M/s. _____ (on behalf of contractor)	Deputy Secretary (W&D) Population Welfare Department, Sindh, Karachi
Signed and Delivered in the presence of	
Witness:1 _____ (Name, title and address)	Witness:2 _____ (Name, title and address)

1. Category of Store	<b>Drugs/Medicines</b>
2. Date of receipt of tender	<b>7<sup>th</sup> May, 2015</b>

Item #	Name of Item	Total Quantity
1	Syp. Amodaquine 20 ml P/Bottle	6350 Bottle
2	Tab. Hexidin (Chlorhexidin acetat) 10 mg vaginal 1x10 blister packing	1440 Box
3	Tab. Avomin (Promethazine theoclate) 25mg 100/Box	6775 Box
4	Tab. Chymotrip Forte DS (100 mg) 20 per pack	300 Pack



**Certificate**

We guarantee to supply the stores exactly in accordance with the requirement specified in the invitation to this tender by stipulate delivery date.

Authorized Signature of Tenderer \_\_\_\_\_

Name & Designation \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

**BID EVALUATION CRITERIA****Technical Specifications****Notes on the Technical Specifications**

Reference to brand names, catalogue numbers or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words "or substantially equivalent."

Where standard specifications or codes of practice are referred to, a statement should follow that other national or international standards that ensure substantial equivalence will also be acceptable. Unless specifically indicated to the contrary, the latest available edition of any named standards and codes will be deemed to apply.

Technical Specifications shall normally be fully descriptive and give the full requirements in respect of, but not limited to, the following:

- (a) Standards of materials and workmanship required
- (b) Details of all factory tests required (type and number)
- (c) Details of all functional guarantees required and liquidated damages to be applied in the event that such guarantees are not met

It is recommended that essential technical and performance characteristics and requirements, including maximum or minimum acceptable values, as appropriate, be summarized in a specific section, to be completed by the Bidder and attached as an Attachment to the Bid Form.

Attention is also drawn to the Appendixes to the Form of Contract Agreement in the bidding documents. There shall be consistency in the requirements specified in both sections.

**Where the bidders are to provide part or all of the technical specifications, technical schedules, or other technical information, the nature and extent of the required details and the manner in which they are to be presented by the bidders in their bids shall be clearly identified.**

## General Technical Specifications

1. **Product and Package Specifications**
  - 1.1 The pharmaceuticals and vaccines to be purchased by the Purchaser under this Invitation for Bids are included in the Purchaser's national essential drugs list or national formulary. The required packing standards and labeling must meet the WHO Good Manufacturing Practices ("GMP") standards in all respects. These standards are contained in Attachment A (Good Practices in the Manufacture and Quality Control of Drugs).
  - 1.2 Product specifications indicate dosage form (e.g., tablet, liquid, injectable, emulsion, suspension, etc.), and the drug content (exact number of mg or % v/v with acceptable range). The products should conform to standards specified in one of the following compendia: the British Pharmacopoeia, the United States Pharmacopoeia, the French VIPAL Pharmacopoeia or the International Pharmacopoeia. In case the pharmaceutical or vaccine product is not included in the specified compendium, the Supplier, upon award of the Contract, must provide the reference standards and testing protocols to allow for quality control testing.
  - 1.3 Not only the pharmaceutical or vaccine item, but also the packaging components (e.g., bottles and closures) should also meet specifications suitable for use in a climate similar to that prevailing in the country of the Purchaser. All packaging must be properly sealed and tamper-proof.
  - 1.4 Pharmaceuticals and drugs requiring refrigeration or freezing for stability must specifically indicate storage requirements on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to port of entry.
2. **Product Information**
  - 2.1 The following information will be required for each pharmaceutical and vaccine product offered by the Bidder:
    - (a) **INN (International Non-proprietary Name)**
    - (b) **Brand name (if it appears on the label)**
    - (c) **Name and address of the manufacturer**
    - (d) **Country of Origin**
    - (e) **Compendia standards**
  - 2.2 Upon award, the successful Bidder shall on demand provide a translated version in the language of the bid of the prescriber's information for any specific product the Purchaser may request.
  - 2.3 Failure to include any of this information may, at the discretion of the Purchaser, render the bid non-responsive.

### 3. Expiration Date

3.1 All products must indicate the dates of manufacture and expiry. In addition, unless otherwise stated of these Specifications, all products must arrive at the port of entry (for imported pharmaceuticals or vaccines) or ex-factory warehouse (for local purchases) with a remaining shelf life of at least five-sixths (5/6ths) of the total stipulated shelf life at the time of manufacture.

#### Testing/Verification Procedure

3.2 After delivery of drugs and medicines at the Purchaser's premises, the Purchaser shall send the samples from each batch to the Drugs Testing Laboratory, Sindh, for testing. The Inspection Committee constituted by the Purchaser shall inspect the quantity, specification of goods after receipt of standard quality report from DTL concerned. The cost of the lab tests shall be borne by the supplier.

3.2 In case of substandard report of any batch, the supplier has the right to go for appellate laboratory. If it is again declared substandard, the supplier will be intimated and they will be bound to resupply the entire fresh stock of that batch free cost within the reasonable time period to be intimated by the purchaser but not later than 21 days (three weeks) from the date of intimation, which will be subject to completion of all testing and verification formalities. At the parallel, the case will also be forwarded to the Drugs Regulatory Authority for legal action as per legal action as per Drugs Act 1976 and disposal of substandard stock.

3.3. The Inspection Committee will carry out detailed physical examination of stock and can reject, even if it is declared of standard quality by DTL, if found not according to the approved sample and other technical specification like packaging, labeling, printing etc. Moreover, the supplier will also be responsible to replace the unconsumed expired stores without any further charges.

### 4. Recalls

4.1 If products must be recalled because of problems with product quality or adverse reactions to the pharmaceutical or vaccine, the Supplier will be obligated to notify the Purchaser, providing full details about the reason leading to the recall, and shall take steps to replace the product in question at its own cost with a fresh batch of acceptable pharmaceuticals or vaccines, or withdraw and give a full refund if the product has been taken off the market due to safety problems.

### 5. Labeling Instructions

5.1 The label for each pharmaceutical and vaccine products shall meet the W210 GMP standard and include:

- (a) the INN or generic name prominently displayed and above

the brand name, where a brand name has been given.  
Brand names should not be bolder or larger than the generic name

- (b) the active ingredient “per unit, dose, tablet or capsule, etc.”
- (c) the applicable pharmacopoeias standard
- (d) the Purchaser’s logo and code number if required in Part A of these Specifications
- (e) content per pack
- (f) instructions for use
- (g) special storage requirements
- (h) batch number
- (i) date of manufacture and date of expiry.

5.2 The outer case or carton should also display the above information.

**6. Case Identification**

6.1 All cases should prominently indicate the following:

- (a) Purchaser’s Part A line and Code numbers
- (b) the generic name of the product
- (c) date of manufacture and expiry
- (d) batch number
- (e) quantity per case

No case should contain pharmaceutical or vaccine products from more than one batch.

**7. Unique Identifiers**

7.1 The Purchaser shall have the right to request the Supplier to imprint a logo on the containers used for packaging and in certain dosage forms, such as tablets, and this will be indicated in Part A of the Technical Specifications. The design of such logo shall be provided to the Supplier at the time of Contract award.

**8. Qualifications of Manufacturer**

8.1 The Bidder shall furnish a certificate from the competent FDRA that the manufacturer of the pharmaceutical or vaccine product covered by this Invitation for Bids is licensed to manufacture these products.

**9. Standards of Quality Assurance for Supply**

9.1 All products must:

- (a) meet the requirements of manufacturing legislation and regulation of pharmaceuticals or vaccines in the country of origin;
- (b) conform to all the specifications contained herein; and
- (c) be certified by a competent authority in the manufacturer’s country according to resolution WHO 28-65B, of the World Health Organization “Certification Scheme on the

Quality of Pharmaceutical Products Moving in International Commerce" (see Attachment A).<sup>1</sup>

- 9.2 The successful Bidder will be required to furnish to the Purchaser:
- (a) With each consignment, a certificate of quality assurance test results in conformity with the WHO Certification Scheme concerning quantitative assay, chemical analysis, sterility, pyrogen content uniformity, microbial limit and other tests, as applicable to the product being supplied and Part A of these Specifications.
  - (b) Assay methodology of any or all tests if requested.
  - (c) Evidence of bio-availability and/or bio-equivalence for certain critical pharmaceuticals or vaccines upon request.
  - (d) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.
- 9.3 The successful Bidder will also be required to provide the
- 9.4 Purchaser with access to its manufacturing facilities to inspect its facilities, quality control procedures for raw materials, test methods, in-process tests, and finished dosage forms.
- 10. Samples**
- 10.1 The bidder shall provide samples of quoted goods along with the technical bid at his own cost and in quantity prescribed by the Procuring Agency.
- 10.2 The Technical Standardization Committee will check the samples and it may approve or disapprove same keeping in view specification, standard, quality and requirement of Procuring Agency.
- 11. Bid Security**
- 11.1 The Bidder shall furnish, as part of its, a Bid Security of the amount specified in the **Bid Data Sheet** in the shape of Pay order/Bank Draft/ Call Deposit Receipt Un successful bidder's bid security shall be discharge or returned soon after announcement of the successful bids.
- 12. Performance Security**
- 12.1 Procuring Agency shall, in all procurement of goods, works and services, carried out through open competitive bidding, require security in the form of pay order or demand draft or bank guarantee, an amount sufficient to protect the procuring agency in case of breach of contract by the contractor or supplier or consultant, provided that the amount shall not be more than 10% of Contract price; in the instant case tender the performance

security will be 2 ½ % of the contract price.

12.2 The Security shall be provided in an appropriate form and amount, as provided in the bidding document,

12.3 Validity of performance security shall extend at least ninety days beyond the date of completion of contract to cover defect liability period or maintenance period subject to final acceptance by the procuring agency.

**13. Taxes**

13.1 Tax will be deducted as applicable by Federal & Provincial Government.

**14. Governing Rules**

14.1 The procurement procedure will be as per SPP Rules, 2010 (Amended 2013)

1. The financial evaluation will be based on lower cost prices and quality basis.
2. The lower quoted rates shall be compared with the estimate rates

**TECHNICAL CRITERIA FOR BIDDERS**

<b>S. #</b>	<b>Required Field</b>	<b>Marks</b>
1.	Valid Manufacturing License/Authorized dealer	<b>Mandatory</b>
2.	National Tax Number (Certificate)	<b>Mandatory</b>
3.	Sales Tax Registration Certificate	<b>Mandatory</b>
4.	Non Blacklisted Affidavit on Legal Stamp paper Rs.100/=	<b>Mandatory</b>
5.	Samples required as per specification	<b>Mandatory</b>
6.	Bank certificate of 2 years for financial position of bidders	<b>Mandatory</b>
7.	Bank statement of last year	<b>Mandatory</b>

**Note:**

1. All interested bidder fulfilling above requirements and qualifying technically will be considered for further consideration as to opening of financial proposal.
2. The Financial proposal will be evaluated on lower cost price basis.
3. The lower quoted rates shall be compared with estimated rates.





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**Financial Proposal  
Tender for Purchase of Drugs/Medicines  
during the year 2014-15**

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**Tender No: PWDS/W&D/Med/2014-15/06**

**Due on: 7<sup>th</sup> May, 2015**

Price Schedule in Pak, Rupees

Item NO.	Name of Items	Total quantity	Unit/ Packing	Trade name of Quoted item	Name of Mfg:	Rate	Total Value
1	Syp. Amodaquine 20 ml P/Bottle	6350					
2	Tab. Hexidin (Chlorhexidin acetat) 10 mg vaginal 1x10 blister packing	1440					
3.	Tab. Avomin (Promethazine theoclate) 25mg 100/Box	6775					
4.	Tab. Chymotrip Forte DS (100 mg) 20 per pack	300					
	Pay order No. _____ name of Bank _____						