



**OFFICE OF THE  
DIRECTORATE GENERAL HEALTH SERVICES SINDH HYDERABAD**

**FOR PROCUREMENT OF HOMEOPATHIC MEDICINES FOR GOVERNMENT  
HOMEOPATHIC DISPENSARY LATIFABAD No.8 HYDERABAD.**

**2014-2015**

**DIDDING DOCUMENTS FOR PROCUREMENT OF  
HOMEOPATHIC MEDICINE  
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 under regular Budget for procurement of Homeopathic Medicines for Government Homeopathic Dispensary Latifabad No. 8 Hyderabad under Director General Health Services Sindh Hyderabad during the financial year 2014-2015.
2. ELIGIBLE BIDDERS
  - 2.1 This Invitation for Bids is open to all original Manufacturers within Pakistan and abroad, and their Authorized Agents/Importers/Suppliers /Distributors
  - 2.2 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.
  - 2.3 The bidders should have operational office(s) in Pakistan and possess financial sustainability to meet timely supply of Homeopathic Medicines.
3. ELIGIBLE GOODS
  - 3.1 Homeopathic Medicines should be packed and transported in a material that meets international standards;
  - 3.2 Goods should be transported from the Manufacturer / Authorized Agents/Importers/Suppliers /Distributors 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 envelope 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 qualifying 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 Conditions of Contract (GCC);
  - iii. Special Conditions of Contract (SCC);
  - iv. Schedule of Requirements;
  - v. Technical Specifications;
  - vi. Contract Form;
  - vii. 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 Homeopathic Medicines terms, and specifications 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 deadline 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 amendment(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 amendment(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 bidder, 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 passages in English, in which case for purposes 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) 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 Homeopathic Medicines.
  - (d) Bid Security.

### 9. BID PRICES

- 9.1 The Bidder shall indicate in the attached proforma of Price Schedule, the unit prices and total bid price of the goods it proposes to supply under the Contract.
- 9.2 Proforma of Price Schedule is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed.
- 9.3 The Bidder should quote the price(s) of Homeopathic Medicines according to the strength/technical specifications as provided in the Proforma of

Price Schedule and Technical Specifications. The specifications of goods different from the ones required by the Purchaser shall straightway be rejected.

- 9.4 The Bidder is required to offer very competitive price(s). All price(s) must include the General Sales Tax (GST) (if applicable) and other 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 benefit of exemption from or reduction in the GST or other taxes during the contract. Period shall be passed on to 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) copy of National Tax Number (NTN) and copy of General Sales Tax Number(if applicable) along with three recent audit reports and annual returns of each of these Taxes paid will have to be provided by each Bidder as documentary proof of being a tax payer and having a sound financial status;
- (ii) The Bidder/Manufacturer 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 statement;
- (iii) The Bidder is required to provide with its technical proposal the names of the Homeopathic Medicines for which it has quoted rates in the financial proposal;

12. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY

- 12.1 The Bidder shall furnish along with technical proposal, as part of its bid, documents establishing eligibility and conformity of the Homeopathic Medicines which it proposes to supply under the Contract.

13. BID SECURITY

- 13.1 The Bidder shall furnish, as part of its financial proposal, a Bid Security (earnest money) in the amount specified in SCC. Unsuccessful bidders' Bid Security will be returned soon after approval of the successful Bidder. The successful Bidder's Bid Security will be discharged upon signing of contract and furnishing the Performance Security bond, duly guaranteed by a scheduled bank.



- 13.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the Security's forfeiture;
- 13.3 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 the General Conditions of Contract.

#### 14. BID VALIDITY

- 14.1 Bids shall remain open up to 30th June 2015. A bid valid for a shorter period shall be treated as non-responsive.
- 14.2 The Purchaser shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period. However, for any reasons 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

#### 15. SEALING AND MARKING OF BIDS

- 15.1 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 a relatively bigger envelope to be sealed.
- 15.2 The inner and outer envelopes shall:
- (a) be addressed to the Purchaser at the address given in the Tender Notice; and
  - (b) bear the Office name and address i.e. Director General Health Services Sindh Hyderabad with the serial number indicated in the Tender Notice, and a statement: "DO NOT OPEN- BEFORE," to be completed within the time and date specified in the Tender Notice.
- 15.3 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 "non-responsive" or "late" as the case may be.
- 15.4 If the outer and the inner envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

#### 16. DEADLINE FOR SUBMISSION OF BIDS

- 16.1 Bids must be submitted by the bidders and received by the Purchaser at the specified address not later than the time and date specified in the Tender Notice.



16.2 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.

17. LATE BID

17.1 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.

18. WITHDRAWAL OF BIDS

18.1 The Bidder may after its submission withdraw prior to the expiry of the deadline prescribed for submission of bids.

### OPENING AND EVALUATION OF BIDS

19. OPENING OF BIDS BY THE PURCHASER

19.1 The Purchaser will initially open only the envelopes marked "TECHNICAL PROPOSAL" in the presence of Bidders' or their representatives who choose to be present at the time of bid opening on the date, time and place specified in the Tender Notice. The bidders or their representatives 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

19.2 The bidders' names, item(s) for which they quoted their 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 time of opening of Financial Proposals on a pre-indicated date, time and venue, the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Purchaser, may consider appropriate, will be announced.

19.3 Any financial bid found without the prescribed bid security (earnest money) shall be straightaway rejected even if it qualified in the process of technical evaluation.

19.4 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.

20. CLARIFICATION OF BIDS

20.1 During the process of evaluation of the bids, the Purchaser may ask a Bidder for any clarifications 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.

## 21. PRELIMINARY EXAMINATION

- 21.1 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.
- 21.2 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 the correction of the errors, its bid will be rejected.
- 21.3 The Procurement Committee may waive any minor infirmity, non-conformity, or discrepancy in a bid if in their view, it does not constitute some material deviation, provided that such waiver does not prejudice or affect the relative ranking of any Bidder.
- 21.4 If a bid is found substantially non-responsive, it will be rejected by the Purchaser. It cannot subsequently be made responsive by the Bidder by correction of the nonconformity / discrepancy.

## 22. EVALUATION & COMPARISON OF BIDS

- 22.1 The Purchaser will evaluate and compare the bids, which have been determined to be substantially responsive.
- 22.2 The technical proposals/bids will be evaluated on the basis of Prescribed Evaluation Criteria in this bidding document. However, the financial proposal will be evaluated on the basis of price inclusive of prevailing taxes and duties and bid Security, being major factor, without ignoring the other relevant conditions as well.



23. EVALUATION CRITERIA

23.1 Merit criteria System:

23.2 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:

S. No.	Evaluation Criteria	Yes	No.
1	Price schedule.		
2	Documentary evidence to effect that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;		
3	Documentary evidence to effect that the Homeopathic Medicines. to be supplied by the Bidder are eligible		
4	The Bidder/Manufacturer 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),		
5	Last 03 years Audit Report		
6	Last 03 years Income Tax Returns		
7	Last 03 years sales Tax returns.		
8	Bank statement last 03 years.		
9	Proof of financial soundness certificate amounting Rs.5 (M) of schedule Bank.		
10	Proven Track Record for supply of Homeopathic Medicines		
11	Appropriateness of supply schedule offered by the bidder		
12	Conform technical specifications of the product.		
13	Photo copy of Earnest money /Call Deposit hidden amount.		
14	Copy of Professional Tax Certificate.		
15	Copy of Chamber of Commerce & Industry Certificate.		
16	Original Purchase receipt		

(b) Financial proposal bids:

After technical evaluation is completed, the Purchaser shall inform the disqualified bidders that their bid has been found non-responsive and that their financial proposal will be returned unopened after completing the selection process. The Purchaser shall simultaneously inform in writing the qualify bidders for date, time and place for opening the financial proposals. Bidder's attendance at the opening of financial proposal is optional.

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

23.4 The lowest price quoted by a bidder 100% in technical evaluation under clause 23.2 will be rated as the lowest evaluated bid for award of contract under clause 28.1.



24. CONTACTING THE PURCHASER

24.1 No bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If any bidder wishes to bring additional information to the notice of the Purchaser, it may do so in writing.

24.2 Any direct or indirect effort by a bidding firm to influence the Purchaser during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the Purchaser's future tenders.

25. REJECTION OF BIDS

25.1 Notwithstanding anything stated here-before after the Purchaser 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 be 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 provisions of the Public Procurement Rules, 2004 (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 23.4, if not in conflict with any other law, rules, regulations 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 reserves the right to increase or decrease the quantity of stores originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

30. LIMITATIONS ON NEGOTIATIONS

30.1 Negotiations only for delivery schedule or completion schedules will be conducted.

30.2 Negotiations will not be used to change substantially:

- i. the technical quality or details 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 or deciding factors in the evaluation of the proposals / tenders and / or selection of successful bidder..

31. NOTIFICATION OF AWARD

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

32. SIGNING OF CONTRACT

- 32.1 While conveying acceptance of bid to the successful bidder, the Purchaser will send him / her Contract Form provided in the bidding documents, incorporating all points of agreement between the Parties.

- 32.2 After the official announcement of the award as stipulated in the SPR RULES 2010, both the successful Bidder and the Purchaser will sign and date the Contract on legal stamp paper of appropriate value. The Purchaser will issue Purchase Order as soon as the Contract is signed. In case the successful 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 upto five Years. In such a situation, the Purchaser may make the award to the next lowest evaluated bidder or move for re-tender.

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 specified in this document shall be considered as sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Purchaser may make the award 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 Bidders / 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 any thing 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 at artificial non competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) The Purchaser will take all possible administrative / legal measures if it is found 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 proprietor under criminal case besides blacklisting of the firm either indefinitely or for such period of time 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 Contract (GCC)**

### **1. DEFINITIONS**

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between 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 under the Contract for the full and proper performance of its Contractual obligations.
- (c) "The Goods" means Homeopathic Medicines which the Supplier is required to supply to the Purchaser under the Contract.
- (d) "The Services" means those services ancillary to the supply of the above Homeopathic Medicines, such as printing of special instructions on the label and packing, design and logo of the Govt: up to the desired destinations and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the Director General Health Services Sindh, 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 Conditions shall apply to the extent that they are not inconsistent with provisions of other parts of the Contract.



3. STANDARDS

3.1 The Homeopathic Medicines supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

4. USE OF CONTRACT DOCUMENTS 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 document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (all copies) on completion of the Supplier's performance under the Contract.

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

5. PATENT RIGHTS

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use 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 of the consignments at its store/warehouse. However, in case no space is available at its store/warehouse at the time of supply, the Purchaser shall, seven days prior to such a situation, inform the Supplier, in writing, of the possible time-frame of availability of space by which the supplies could be made. In case the Supplier abides by the given time frame, he will not be penalized for delay.

7. INSPECTIONS .

7.1 The Purchaser or its representative shall have the right to inspect the Homeopathic Medicines to confirm their conformity to the Contract specifications .

7.2 The Purchaser's right to inspect, reject the Homeopathic Medicines either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reasons of the goods having previously been inspected, tested, and approved by the Purchaser or its representative prior to the goods shipment from the manufacturing point.



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. Details 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, cess, octroi charges etc. Risk will be transferred to the Purchaser only after the 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 as indicated in the Schedule of Requirements.

10.2 The Homeopathic Medicines shall be supplied on "Delivered Duty-Paid (DDP)" basis at the Directorate General Health Services Sindh, Hyderabad as per Schedule of Requirements on the risk and cost of the Supplier. Transportation including loading/unloading of goods shall be the responsibility of Supplier.

11. INCIDENTAL SERVICES

11.1 The Supplier will be required to provide to the Purchaser incidental services the cost of which should be included in the total bid price.

12. WARRANTY

12.1 The Homeopathic Medicines shall be accompanied by a warranty by the Supplier to the Purchaser.

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

13. PAYMENT

13.1 The method and conditions of payment to be made to the Supplier 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 to another party under this Contract, except with the Purchaser's prior written 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 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 obligations shall render it liable to the imposition of liquidated damages.

16. PENALTIES LIQUIDATED DAMAGES

- 16.1 In case of late delivery, even for reasons beyond control, penalty as specified in SCC will be imposed upon the Supplier / Manufacturer. The Purchaser may consider termination of the Contract in case there is an unusual delay in the delivery of the goods whereby the ongoing activity is likely to be affected seriously.

17. TERMINATION FOR DEFAULT

- 17.1 The Purchaser may, without prejudice to any other remedy 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 installments of the goods within the period(s) specified 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 to 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 MAJEURE

- 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 obligations under the Contract is the result of an event of Force Majeure. For the purposes of this Clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mal-planning, mismanagement and /or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes,

epidemics, quarantine restrictions 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 order under the Contract and will submit its recommendations to the competent authority. However, unless otherwise directed 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 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 affect any right or remedy which has accrued or will accrue thereafter to the Parties.

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 thirty (30) 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 application of this Contract is to be settled through arbitration, the Secretary to the Government of Sindh, Health Department or his nominee shall act as a sole arbitrator. The decisions taken and/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 Parties, shall be written in English.

22. APPLICABLE LAW

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

## C: Invitation for Bids

**DIRECTORATE GENERAL HEALTH SERVICES SINDH HYDERABAD.**

### **INVITATION OF BIDS.**

Sealed Bids are invited from reputed and financial sound manufacturers / authorized dealers / Distributors registered with sales Tax and Income Tax department in accordance with SPP Rule 46(2) "Single Stage – Two Envelope procedures". for procurement of Homeopathic Medicines for the year 2014-2015 .

Bidding Document containing specification, terms and conditions including other details can be obtained from the office of the undersigned from 23-04-2015 to 07 -05-2015

S.#	Description	Tender Fee	Call Deposit of quoted items
1	Homeopathic Medicines	Rs.250/-	3%

The firms are required to deposit their sealed tenders' documents/Bids (technical & financial) in the office of the undersigned on 08 -05-2015 by 10.00 sharp.

Only Technical bids/ proposals will be opened on 08-05-2015 at 11.00 am before procurement committee in the presence of bidders/ their representative of the firms in the committee room of this office.

Technical & Financial proposals should be submitted in separate envelopes.

All bids shall include Govt: Taxes including GST if applicable.

Bids must be in Pak rupees.

Procuring agency may reject any bid subject to relevant provision of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules.

In case of public Holiday, the bids shall be submitted and opened as per given schedule on the next working day.

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## D: Special Conditions of Contract (SCC)

### 1. DEFINITIONS (GCC CLAUSE 1)

GCC 1.1 (g) The Purchaser is the Director General Health Services Sindh, 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 @ 3 % of quoted items in the shape of Bank Draft / Pay Order / Call Deposit in the name of the Director General Health Services Sindh 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. 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 5% of the Contract amount that will remain with the Director General Health Services Sindh Hyderabad till satisfactory completion of the Contract period. In case of unsuccessful bidders, the Bid Security will be returned as soon as possible.

### 3. INSPECTIONS AND TESTS (GCC CLAUSE 7)

GCC 7.1 & 7.2 The goods received in the Directorate General Health Services Sindh, Hyderabad from the Supplier will be thoroughly inspected and examine by a Committee to make sure that the goods received conform to the specifications 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.

### 4. 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 the Director General Health Services Sindh Hyderabad for verification duly completed in all respects:

-  i. Original copies of Delivery Note (Challan) (in duplicate) showing item's description, Lot Number, Batch Number, Registration Number, manufacturing and expiry dates and quantity.

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

5. INSURANCE (GCC CLAUSE 9)

GCC 9.1 The goods supplied under the Contract shall be on Delivered Duty Paid (DDP) basis at the Director General Health Services Sindh Hyderabad under which risk will be transferred to the Purchaser only after it has taken delivery of the goods. Hence insurance coverage is Supplier's responsibility and they must arrange for it.

6. WARRANTY (GCC CLAUSE 12)

GCC 12.1 Homeopathic Medicines / Drugs 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.

7. PAYMENT (GCC CLAUSE 13)

GCC 13.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

- (a) Payment shall be made in Pak Rupees.
- (b) The payment will be made to the Supplier within 30 days of the receipt of original delivery challan(s) and invoice(s) in duplicate 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 specifications laid down in the bidding documents.

8. PENALTIES/ LIQUIDATED DAMAGES (GCC CLAUSE 16)

GCC 16.1 In case deliveries are not completed within the time frame specified in 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 and the amount of Performance Guarantee / Security to the extent of non-delivered portion of supplies of relevant installments will be forfeited. If the firm fails to supply the whole installments, the entire 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 specified in the schedule of requirements, penalty @ 0.3% per day of the cost of late

delivered goods shall be imposed upon the Supplier. Details of penalties/liquidated damages are given in the Schedule of Requirements.

09. 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.

10. GOVERNING LANGUAGE (GCC CLAUSE 21)

GCC 21.1 The language of this Contract shall be English.

11. APPLICABLE LAWS (GCC CLAUSE 22)

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

12. NOTICES

Purchaser's address for notice purposes:

The Director General Health Services Sindh Hyderabad

Supplier's address for notice purposes:

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## **E: Schedule of Requirements**

### 1. SCHEDULE OF REQUIREMENTS

The entire quantity of the ordered supplies shall be delivered within 15 days or earlier from the date of issuance of supply order / contract award without any penalty.

Delay in the delivery shall result in penalties to be paid by the Supplier without any argument or question according to the prevailing PPRA Rules.



## F: Technical Specifications

S.#	NAME OF HOMEOPATHIC MEDICINES
01	Allum Capa 30 ( Willmar Schwabe Germany )
02	Aconit 30 ( Willmar Schwabe Germany )
03	Arnica 30 ( Willmar Schwabe Germany )
04	Anti Tart 30 ( Willmar Schwabe Germany )
05	Arsenic alb 30 ( Willmar Schwabe Germany )
06	Belladonna 200 ( Willmar Schwabe Germany )
07	Bryonia 200 ( Willmar Schwabe Germany )
08	Bryta Carb 200 ( Willmar Schwabe Germany )
09	Anacardum 200 ( Willmar Schwabe Germany )
10	Arnica 200 ( Willmar Schwabe Germany )
11	Carbovege 200 ( Willmar Schwabe Germany )
12	F. Phos 200 ( Willmar Schwabe Germany )
13	Coloeynth 200 ( Willmar Schwabe Germany )
14	Sulpher 200 ( Willmar Schwabe Germany )
15	Rhus Tox 200 ( Willmar Schwabe Germany )
16	Lycopodium 200 ( Willmar Schwabe Germany )
17	Nux Vomica 200 ( Willmar Schwabe Germany )
18	Chaina 200 ( Willmar Schwabe Germany )
19	Podophyllum 200 ( Willmar Schwabe Germany )
20	Chemomilla 200 ( Willmar Schwabe Germany )
21	V. Alb 200 ( Willmar Schwabe Germany )
22	Pulsatilla 200 ( Willmar Schwabe Germany )
23	Berberis Q ( Willmar Schwabe Germany )
24	Altdis Q ( Willmar Schwabe Germany )
25	Acid phos Q ( Willmar Schwabe Germany )
26	Sebal Q ( Willmar Schwabe Germany )
27	Syp fever ( HFP )
28	Syp cough ( HFP )





3. CONTRACT FORM

THIS CONTRACT is made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2015, between the Director General Health Services Sindh, 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 Manufacturer / 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 WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract 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 Notification of Award; and
  - g. the Purchase Order
3. In consideration of the payments to be made by the Purchaser to the Supplier/Manufacturer as hereinafter mentioned, the Supplier/Manufacturer hereby covenants with the Purchaser to provide the goods namely and to remedy defects therein in conformity in all respects with the provisions of this Contract or make replacement of defective goods, as the case may be, without any additional charge, to the satisfaction of the Purchaser.
4. The Purchaser hereby covenants to pay the Supplier in 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 it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit 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 generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right, interest, privilege or other obligation or benefit in 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] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoS under any law, Contract or other instrument, 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 compensation to the Purchaser in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [The Seller / Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from 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 decisions 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 of 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 Manufacturer /  
Authorized Supplier / Authorized Agent  
WITNESS

Signed / Sealed by Purchaser

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

2.




PRICE SCHEDULE IN PAK RUPEES

Name of Bidder \_\_\_\_\_

S.#	NAME OF HOMEOPATHIC MEDICINES	Manufacture Name	PACK ING	Qty Required	Rates in figure	Rates in words
1	Allum Capa 30 ( Willmar Schwabe Germany )			100 Nos.		
2	Aconit 30 ( Willmar Schwabe Germany )			100 Nos.		
3	Arnica 30 ( Willmar Schwabe Germany )			100 Nos.		
4	Anti Tart 30 ( Willmar Schwabe Germany )			100 Nos.		
5	Arsenic alb 30 ( Willmar Schwabe Germany )			100 Nos.		
6	Belladonna 200 ( Willmar Schwabe Germany )			100 Nos.		
7	Bryonia 200 ( Willmar Schwabe Germany )			100 Nos.		
8	Bryta Carb 200 ( Willmar Schwabe Germany )			100 Nos.		
9	Anacardi m 200 ( Willmar Schwabe Germany )			100 Nos.		
10	Arnica 200 ( Willmar Schwabe Germany )			100 Nos.		
11	Carbovege 200 ( Willmar Schwabe Germany )			100 Nos.		
12	F. Phos 200 ( Willmar Schwabe Germany )			100 Nos.		
13	Coloeynth 200 ( Willmar Schwabe Germany )			100 Nos.		
14	Sulpher 200 ( Willmar Schwabe Germany )			100 Nos.		
15	Rhus Tox 200 ( Willmar Schwabe Germany )			100 Nos.		
16	Lycopodium 200 ( Willmar Schwabe Germany )			100 Nos.		
17	Nux Vomica 200 ( Willmar Schwabe Germany )			100 Nos.		
18	Chaina 200 ( Willmar Schwabe Germany )			100 Nos.		
19	Podophyllum 200 ( Willmar Schwabe Germany )			100 Nos.		
20	Chemomilla 200 ( Willmar Schwabe Germany )			100 Nos.		
21	V. Alb 200 ( Willmar Schwabe Germany )			100 Nos.		
22	Pulsatilla 200 ( Willmar Schwabe Germany )			150 Nos.		
23	Berberis Q ( Willmar Schwabe Germany )			100 Nos.		

24	Altdis Q( Willmar Schwabe Germany )			300 Nos.		
25	Acid phos Q ( Willmar Schwabe Germany )			100 Nos.		
26	Sebal Q( Willmar Schwabe Germany )			100 Nos.		
27	Syp fever ( HFP )			100 Nos.		
28	Syp cough ( HFP )			100 Nos.		

  
 ✓ DIRECTOR GENERAL  
 HEALTH SERVICES SINDH HYDERABAD

