

OFFICE OF THE DISTRICT HEALTH OFFICER
DISTRICT TANDO MOHAMMED KHAN

TENDER NOTICE

Scaled bids are invited from various primary manufactures or their authorized representatives / sole distributors / agents for the supply of items mentioned below. Interested bidders can purchase a complete set of tender documents from the office of undersigned, PM&I Cell, Health Department Block-24 Shahrah-e-Liaquat Karachi and Directorate General Health Services Sindh Hyderabad on submission of written application upon cash payment of non-refundable fee mentioned in the tender documents. The bids along with enquired documents must be submitted on opening date up to 12:30pm on 08-02-2012, which will be open publicly in the presence of the bidders or their authorized representatives who choose to attend at 2:00pm on the same day. The Procuring Agency may reject all or any bids and increase the quantity of items subject to the relevant provisions of PPRA Rules.

SR. NO.	DESCRIPTION	DATE OF OPENING	COST OF TENDER
1.	Drugs/Medicines/Surgical Sundries/ X-Ray Films/Chemicals & disposable Items	08-02-2012	Rs. 2000

- Sale of tender documents will be started from 24-01-2012
- In case Government announces any public holiday then tender will be opened on next day.
- Bids must be in Pakistan Rupees. All quotation shall all Government Taxes including GST in applicable.
- No tender from will be sold on the date of opening.



(DR. NISAR AHMED MEMON)
DISTRICT HEALTH OFFICER
TANDO MUHAMMAD KHAN

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Instructions to Bidders.

- 1) Bids shall remain open for 60 days from the date of opening. A bid valid for a shorter period shall be rejected as being non-responsive.
- 2) The bidders shall quote their prices inclusive of all duties /taxes/Octroi transportation etc, and all other expenses on free delivery to Consignee's end.
- 3) Price should be quoted in Figures & words both, failing which the offer will be ignored.
- 4) The bid prepared by the Bidder shall comprise the following documents:
 - (a) Bid Form & Price Schedules duly completed by the Bidder.
 - (b) The Bidder shall furnish a bid security @ 2.5% of the quoted value in the form of a pay order, bank draft.
 - (c) Authority letter from the manufacturer / Sole Agent Certificate in case of importer must be provided by the bidder.
 - (d) The printed price list duly stamped & signed and the Samples of the quoted item must accompany the bids.
 - (e) The original tender purchase receipt.
 - (f) Bidders shall purchase separate tender document and furnish purchase receipts for alternate offer, in case they want to submit alternate offer. Any item's bid with alternate offers with out separate purchase receipt (Original) is supposed to be rejected.
 - (g) The bidder shall furnish copy of valid Professional Tax (Excise & Taxation) Certificate/Income Tax Certificate/GST Registration Certificate & Whole Sale Drug License.
- 5) The prices quoted by the Bidder shall be fixed during the performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price or conditional will be treated as non-responsive and rejected.
- 6) The Bidder shall prepare bid comprise one single envelop containing separately financial proposal and technical proposal in original. The Envelop shall be marked as "**FINANCIAL PROPOSAL**" and "**TECHNICAL PROPOSAL**" in bold and legible letter to avoid confusion. The financial and technical bids, each consisting of the documents listed above. In Technical Proposal the bidder must provide the original Data sheet and Technical brochure, Income Tax, Sales Tax, Sole Agency certificate and other documents; otherwise the bid will be ignored.
In Financial Proposal, the bidder should provide bid security / earnest money at the rate of 2.5% of the quoted value. A photocopy of the same should be attached with Technical Proposal but its value must not be disclosed and this can be achieved by placing a piece of paper on the place where amount is mentioned.
- 7) Schedule is prepared with the generic name; however, the bidder may also mention the brand name against the generic one.
- 8) The dosage form, strength and pack size offered for bidding in the tender shall be those which are registered / approved by the Ministry of Health. The dosage form, strength and pack size quoted by the bidders shall confirm to the ones mentioned in the tender form.
- 9) All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

- 10) The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.
- 11) Bids shall be submitted either by the manufacturer or its authorized contractor, if submitted by the manufacturer itself then bid of authorized contractor will be rejected
- 12) Registration number, make or origin of the country of the drug must be mentioned for each item, for which quotation is given, otherwise it will not be considered. The supplier will also provide warranty at the time of supply of medicines as per Drug Act 1976.
- 13) Rates of infusion sets along with name of manufacturers may also be quoted along, with infusion, if infusion with drip set is required.
- 14) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected.
- 15) The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract under the relevant provisions of SPP Rules 2010, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.
- 16) Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder through Advance acceptance. This will constitute the formation of the contract. Within seven (07) days after receipt of the Advance acceptance, the successful Bidder shall furnish the performance security @ 2 ½ % of the contracted amount and will sign the contract agreement.
- 17) Distributor once nominated by the manufacturer will be for the whole contract period and manufacturer cannot change its distributor during the year in any case. In exceptional cases the tendering authority may approve changes.
- 18) The supplier shall furnish the certificate from the manufacturer on who's behalf they are participating to the effect that in case of the drug supplied declared sub-standard the participating firm as well as the manufacturer are equally responsible for legal consequences under purchase rules envisaging debarring, purchase of risk and cost and black-listing.

General & Special Conditions of Contract

- 1) The Contract shall be governed by and interpreted in accordance with laws of the Islamic Republic of Pakistan.
- 2) Store is required immediately. The bidder may however give their short guaranteed delivery period by which the supply will be completed but not late then 30. days. No Extension will be granted / accorded for the supply.
- 3) The manufacturer should provide an undertaking that if his authorized contractor fail to carryout any assignment in total or in part, manufacturer will be responsible to carryout the same.

- 4) Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor.
- 5) The Contract Price shall be made to the Contractor as specified in the Contract Agreement, subject to the general principle / procedure of the Government of Sindh.
- 6) The Contract shall be executed in accordance with the Contract Documents and procedures.
- 7) The Purchaser or its representative shall inspect the stores at the premises of consignee after receipt of supply.
- 8) If the Contractor fails to attain Completion of the supply or installation within the Time for Completion shall pay to the Purchaser liquidated damages at the rate of 2% per month (0.5% per week) of the Contract Price, or the relevant part thereof. The aggregate amount of such liquidated damages shall in no event exceed the amount of 10%. Once the "Maximum" is reached, the Purchaser may consider termination of the Contract.
- 9) No manufacturer shall authorize their distributor/agent/any firm or person to quote the same item, which the manufacturer is quoting itself in any tender. Failing those offers of both the manufacturer as well as other bidder shall be ignored.
- 10) The purchaser, without prejudice to any other remedy for breach of contract by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the contracted items within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser.
 - (b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) If the supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 11) The bidder shall confirm the refund of cost difference if the same goods is/was supplied at lower rates to any other Govt./Semi Government institution or Armed Forces in the Province or out side in the same fiscal year.
- 12) The Purchaser reserves the right to increase/decrease or delete the quantities of goods etc. at the time of award of contract and also reserves the right to enhance the quantity by 15% of goods and services originally specified in the contract without any change in unit price or other terms and conditions of goods at any time during the contract period.
- 13) Service charges @ 0.25% of the value of the Contract will realized/charged by the District Treasury, while making payment to the contractors for award of each contract.
- 14) The successful bidder shall pay the testing fees directly to the Provincial Drug Testing lab. for the batches to be supplied and should supply extra quantity of drug/drugs used for testing purpose.
- 15) Manufacturing and expiry dates will be written on the each pack. No drugs / medicines, surgical and disposable item will be accepted having expiry less than 80% of shelf life in case of local manufacturing and 70% shelf life for imported items.

Criteria for evaluation of bids.

- Quoted prices.
- Specification compliance
- Drug Registration Certificate issued by the Regulatory Authority
- Delivery schedule
- Authority letter from manufacturer
- Earnest money.
- Terms / conditions of tender documents compliance.

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

UNDERTAKING

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

CERTIFICATE

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

Signature of Tenderers -----

Name & Designation -----

Address: -----
